

**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions  
Health Services CorporationSiemens Medical Solutions  
Ultrasound Division**SAN MATEO COUNTY GEN HOSP**222 W 39TH AVE  
SAN MATEO, CA 94403**LOCAL SALES OFFICE: San Francisco**Siemens Medical Solutions USA, Inc.  
6700 Koll Center Parkway, Suite 220  
Pleasanton, CA 94566  
Phone: (925) 225-0329 Fax: (925) 225-0603

<b>PROPOSAL REFERENCE</b>
Proposal: 1-WX8-2431 Date: 5/10/2005
<b>Siemens' REPRESENTATIVE</b>
Becca Broman

INQUIRIES REGARDING THIS  
PROPOSAL SHOULD REFER TO  
**SYSTEM QUOTE #** AND BE  
DIRECTED TO THE LOCAL SALES  
OFFICE

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.

E.CAM - Signature Series Dual Variable Camera

The Imaging System specified in the following text is to be installed by Siemens Medical Solutions USA, Inc. Please refer to paragraph 12 of the standard terms and conditions.

Acceptance of this quotation includes acceptance of the Software License Agreement. Warranty is 12 months for parts and labor.

Standard Freight &amp; Rigging are included in the cost of the system.

Please note that a CO57 sheet source is required for installation.

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

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: \_\_\_\_\_ (signature)  
NAME: Becca Broman  
TITLE: Siemens' REPRESENTATIVE  
DATE: 5/10/2005BY: \_\_\_\_\_ (signature)  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

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<u>System Quote #</u>	<u>System Quote Name</u>	<u>Revision</u>	<u>Terms of Payment</u>
5YF-1S1W	e.cam™ signature series Dual Detector Gamma Camer	6	10% Down, 80% Delivery, 10% Installation
FOB: Shipping Point			

**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
		<u>e.cam™ signature series Dual Detector Gamma Cameras</u>	
1	07333250	Signature Series Dual Head	\$0

The e.cam™ signature series dual is a variable angle dual detector emission imaging system with a pass through open gantry design for fast data acquisition to achieve high patient throughput during SPECT, Whole Body and general purpose procedures or optimized Cardiac SPECT applications. The e.cam™ signature series dual is available in three models: Variable Angle, Mutli-Angle Cardiac Systems, and the Fixed 180.

1	07333268	signature series Variable Option	\$100,050
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The e.cam™ signature series is a variable angle dual detector emission imaging system with a pass through open gantry design for fast data acquisition to achieve high patient throughput during SPECT, Whole Body and general purpose procedures. Its unique degree of positional freedom and BiCORE rapid insert collimator system permit acquisition of all Nuclear Medicine procedures at any energy range.

The e.cam signature consists of the following components:

**Pass-through Open Gantry**

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The two HD4 Ultra High Definition Digital Detectors are mounted on a gantry which supports variable angulation of the detectors with the capability to be positioned at 76 degrees or 90 degrees for cardiac applications and 180 degrees for whole body or general applications.

Rotational range:	470 degrees
Rotation speed:	0.33 rpm to 3 rpm (2 degrees/second to 18 degrees/second)
Rotational accuracy:	0.1 degree

The gantry design also supports cephalic and caudal tilt of both detectors with a range of -20 degrees to +90 degrees. Both detectors can be simultaneously exposed to a point source located at 5 FOVs.

The unobstructed gantry base permits imaging of seated and standing patients, planar imaging of patients on a standard imaging table, stretcher, or wheelchair.

The gantry supports circular and non-circular orbits. Autocontour, with infrared real-time body contouring, is a standard component which minimizes patient to collimator distance to 1.2 cm (0.45 inches) in Whole Body and SPECT acquisition modes.

A fully integrated source holder is provided for quick and convenient quality control.

All motorized motions of the patient bed, gantry and detectors are controlled from one of the two ergonomically designed hand controllers.

### Patient Positioning Monitor

A flat panel display monitor (PPM or e.media) is located on an arm which extends from the top of the gantry and rotates to either side for wide range user access and

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visibility.

- In p-scope mode, the monitor aids in patient positioning and provides window and persistence adjustment. An acquisition parameter display includes elapsed time, time remaining, view number and count rate. Offset Zoom setup display is also provided.
- In gantry mode, this monitor digitally displays the rotational and radial position of each detector; the vertical, longitudinal, and horizontal position of the patient pallet; and each detector's tilt angle.

**Gantry opening for patient (LEHR Collimator):** - minimum 14 cm (5.5 inch) - maximum 67 cm (26.4 inch)

**BiCORE Rapid Insert Collimator Exchange System**

A wide variety of collimators is optionally available for allenergies and includes Extra High Energy, Fan Beam and Pinholecollimators. The unique collimator exchange combines fullyautomated collimator installation with rapid (manual) insertion. The collimator transport supports up to four collimatorcores, providing the operator with the ability to remove andinstall two sets of collimators from the same cart, eliminatingone trip to and from the collimator storage area. Thecollimators are vertically mounted to conserve department space.

**Patient Bed**

The signature Patient Bed may be configured with right- or left-sidedpatient access, to accommodate a variety of site specificinstallation requirements.

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**e.soft acquisition workstation**

The Syngo-based high performance acquisition workstation provides a wide range of clinical acquisition protocols utilizing a graphical user interface, keyboard and mouse.

The e.soft acquisition workstation provides:

- Single 3 GHz Pentium IV CPU
- 1 GB RAM
- 36.7 GB SCSI 160 Disk Drive
- Workflow based architecture
- Multi-Modality Viewer
- DICOM Networking, Printing, and Worklist
- Automatic Image Reconstruction
- Filtered Backprojection and OSEM iterative reconstruction Algorithms
- Profile Attenuation Correction Processing
- Coincidence Processing
- User Configurable Final Displays
- Automatic Data Distribution
- Energy Window Control and Spectrum Display
- Predefined Acquisition Creation
- Patient Database Management
- Quality Control
- Study Progress Display

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**Workflow Features**

- Combine Acquisition, Processing and Display in a single workflow
- Automatic Data Propagation from Acquisition through Hardcopy
- Workflows are highly automated
- Each step (activity) of a workflow is highly automated
- Workflows can be modified or customized by the user
- Automatic Data Distribution upon completion of each workflow
- Automatic Printing
- Automatic Networking to DICOM Workstations
- Automatic Archiving Workflows in progress can be saved to disk and retrieved for processing at a later time
- Workflows are network resources - A single workflow can be processed on multiple workstations simultaneously
- Workflows can start or link to other workflows

**Customizable Displays (Flexible Display Activity) Features**

- 24 Bit Display
- Add as many customized display pages to any workflow
- Re-Usable Display Components
- All Display Components have "self-contained" properties which are available anytime, anywhere All display parameters are saved when the workflow is saved (parameters, zoom, colors, layout, etc)
- Compare one page to another with a single click
- Any customized page is automatically a save screen
- Choose from Slice, Splash, Cine, Single Image, Curve, Text, and Bitmap display

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Components for layouts

- WYSIWYG Page Customization
- Automatic Labels

**Hardcopy Features Print Preview of all results**

- Any display built in flexible display can be printed (WYSIWYG)
- Final output is prepared ("Displayed" off screen) in the actual resolution of the configured printer Supports automatic printing (in the background)
- Supports immediate printing
- The Hard Copy Activity is responsible for saving "save screens"
- Any display built in flexible display can be saved as a "save screen"
- All save screens are saved into a single series
- User definable save screen series name
- Supports multiple devices simultaneously (i.e. send output to a color printer and film within a single workflow)
- Configurable Header Choose to display Patient Name, Patient ID, Patient DOB, Study Name, Study Date
- Choose to display header at top or bottom of output
- Background Color (Black or White)
- Choose from many paper sizes
- 8 x 10, letter, Legal, Tabloid, A4
- Printer Setup
- Number of copies from 1 to 99
- Savable printer configuration settings

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**Cardiac Processing (Autocardiac Activity) Features**

- Process up to 4 series simultaneously
- Mixed Non-Gated, Gated, Profile series simultaneously Profile simultaneous AC and Non-AC Multi-Isotope support (6 per series)
- Separate reconstruction parameters per series / isotope 3D Elliptical Masking
- Filtered Backprojection, Iterative-W, OSEM 2D, or OSEM 3D (optional) Reconstructions
- Coincidence Reconstruction
- True 3D Reconstruction Zoom
- Trial Mode Reconstruction
- Interactive Filter Tool
- Interactive Masking / Centering

**General Reconstruction (TOMO Reconstruction Activity)**

- Process up to 5 series simultaneously
- Multi-Isotope support (6 per series)
- Standard Tomography and Dynamic Tomography reconstructions
- Separate reconstruction parameters per series / isotope
- 3D Elliptical Masking
- Filtered Backprojection, OSEM 2D or 3D (optional) Reconstructions
- 3D Reconstruction Zoom
- Trial Mode Reconstruction
- Interactive Filter Tool Interactive Masking / Centering
- Chang's Attenuation Correction

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**Quality Control (Quality Control Activity) Features**

- Sinogram, Linogram, and Summed Image
- Cine with reference line
- Automatic and Manual Motion Correction
- Static X / Y / Copy / Paste
- Dynamic X / Y / Copy / Paste
- Gated Histogram Review
- Tomo X / Copy / Paste
- Dynamic Tomo Repeat X / Copy / Paste
  - Dynamic Tomo X / Copy / Paste / Repeat Rejection

**Organ Based Processing**

**3D Reorientation**

- Free angle reorientation of reconstructed series
- Process up to 4 series simultaneously
- Process 1 series to create 3 different series, each in a different plane

**Cardiac Planar Gated Blood Pool**

- Left and Right Ventricular EF Analysis
- Regional EF Analysis
- Automated Image Filtering
- Automatic or Manual ROI determination

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- Functional Image Creation
- Curve Analysis
- Filling and Emptying Rate Analysis

**Shunt Analysis**

- Automatic Composite Creation
- Curve Smoothing and Fitting Options
- Integral Calculation for Patient and Shunt Curve
- Shunt Qp/Qs via Area Method
- Shunt Qp/Qs via Height Method

**Optional Cardiac Packages**

- 4DMSPECT
- Cedars QGS
- Cedars QPS
- Cedars QBS
- Emory Cardiac Toolbox
- Cardiac Flash 3D

**Image Fusion**

- Automatic adjustment based on pixel size
- Volume translation and rotation operations
- Manual, interactive volume manipulations

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		<ul style="list-style-type: none"> <li>- Manually enter desired translation and rotation parameters</li> <li>- Adjustable alpha blending display</li> <li>- Selectable viewing angles</li> <li>- Choice of output matrix size (64, 128, or 256)</li> <li>• Landmark registration technique</li> </ul>	
1	04387911	Floor Leveling Kit	\$0
1	07760775	Kit: Floor Plate Dual- ECAM	\$0
1	08717048	e.cam_6.0 Tower Signature Series	\$0
2	05989251	3/8" High Resolution Detector	\$99,360

The e.cam utilizes an energy independent HD4 High Definition Digital Detector (two are required), each with a true rectangular FOV of 38.7 x 53.3 cm (15.25" x 21"). Each detector has 59 Photomultiplier tubes:

- 53 7.6 cm (3") diameter and
- 5.1 cm (2") diameter

3/8 inch NaI (TI) crystal  
59.1 x 44.5 cm (23 x 17.4 inch)

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The HD4 Detectors include:

- OptiMath light interface for balanced performance between energy and spatial resolution.
- One 10-bit high speed flash ADC per PMT. PMTs are bonded with a patented process for maximum light transmission.
- VariSEL (Variable PMT Selection) which is a unique energy independent method for tube selection used for event positioning that ensures high resolution for all multi-energy and multi-peak applications.
- Dynamic Digital Integration which optimizes the integration time on an event by event basis as count rate demands, dramatically improving high count rate capability.
- TriplePUR provides individual PMT pile-up correction for improved performance at high count rates.
- Digital Light Pipe for energy independence which maintains clinical performance at all energies, important for multi-peak isotopes such as Tl-201, Ga-67 or dual isotope studies, and for off-peak imaging. The Digital Light Pipe obviates the need for count skimming on-line flood corrections for each photopeak. Six user-accessible energy windows are available.
- LIPC, location independent position calculator, used to maintain consistent spatial resolution across the entire true rectangular field of view.
- ZLC Energy and Linearity Correction, which corrects crystal variations for optimal

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Qty	Part #	Description	Extended Net Price
		<p>uniformity and linearity at all energies without the need for user re-calibration.</p> <ul style="list-style-type: none"> <li>- DIGITRAC PMT Gain Control, which uses a single source of either Co-57 or Tc-99m to tune each detector for all energy ranges.</li> <li>- Uptime Optimized Serviceability, from the Digital Acquisition Controller, which is capable of testing individual systems down to the PMT and preamplifier, the most specific component resolution in the industry.</li> </ul>	
1	07760866	<b>Signature Series Patient Bed Right</b>	<b>\$21,735</b>

The patient-oriented design of the imaging bed consists of 35.6 cm (14 inch) wide and 2.5 mm (1/10 inch) thin, aluminum pallet, supporting patient weights up to 180 kg (400 lbs). Its low attenuation characteristics (<7%) characteristics and the close proximity of the detector to the patient optimize study resolution. Patient access is facilitated by a minimum pallet height of 48 cm (19 inches). Programmable table positions for wheelchairs and gurneys minimize the transport efforts of patients and staff. Patient comfort is also increased with integrated arm supports, which provide a width of 63.5 cm (25 inches), for total body and planar imaging. A unique Cardiac Positioner supports upper arms and hands to maximize patient comfort for minimized patient stress and motion during cardiac SPECT acquisition. The FOV indicators ensure accurate

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positioning of the patient within the field of view. Integrated rulers, located under the FOV indicators, allow for easier wholebody positioning. The patient bed is easily removed for rail-free access to imaging gurney patients.

1	07821544	e.media Option	\$7,452
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The e.media patient comfort and infotainment systems plays high quality video and sound through the Color Patient Positioning Monitor. Hospital promotional videos, patient procedure information, relaxation videos, and music CDs are just a few examples of the material that can be experienced with e.media. A nature DVD is included.

e.media consists of the following components:

**Color Patient Positioning Monitor**

- In video mode, e.media will play DVDs and audio CDs through the color patient positioning monitor
- In p-scope mode, the monitor aids in patient positioning and provides window and persistence adjustment. An acquisition parameter display includes elapsed time, time remaining, view number and count rate. Zoom setup display is also provided.
- In gantry mode, this monitor digitally displays the rotational and radial position of each detector; the vertical, longitudinal, and horizontal position of the patient pallet; and each detector's tilt angle.

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Qty	Part #	Description	Extended Net Price
		Nature DVD	
		CD Writer Shelf	
		The CD Writer Shelf is utilized to allocate sufficient space to properly store the CD Writer for e.soft and the e.media DVD player	
1	07821296	e.media dvd player	\$552

The e.media patient education and comfort package plays high quality video and sound through the color patient positioning monitor via a built-in Region 1 coded NTSC format DVD player. The e.media DVD player's small size and compact shape allow convenient storage and easy access for changing media.

### e.media DVD player:

DVD Player: Qwestar MVP360  
Media: DVDs and Audio CDs  
Video Format: NTSC  
Region: Region 1  
Audio: DVD per DVD PCM Standard  
CD per Redbook Standard

Outputs:  
Audio L/R Phono Jack  
Video Phono Jack

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		Power: 100-240 VAC 50/60 HZ Power consumption < 8 w max	
		Dimensions (w x h x d): 160 x 51 x 156 mm	
		Weight: 2.15 kg	
1	07835759	<b>Monitor: 19 inch LCD</b>	<b>\$1,518</b>
		The 19" LCD Monitor is an economic solution ideally suited for dual monitor e.soft workstations. This monitor has the following features: 19" active displayOptimal picture resolution of 1280 x 1024Anti-glare panel surfaceIntegrated 3 watt speakersUp to 170 degree viewing angle	
2	04355108	<b>Low Energy, High Resolution</b>	<b>\$8,694</b>
		Low energy (140 keV), high resolution, parallel hole collimatorAUTOFORM Technology148,000 hexagonal holesSensitivity: 202 cpm/microCurieResolution: 6.4 mmWeight: 45 lbs (20.4 kg)	
2	05232868	<b>Medium Energy Collimator</b>	<b>\$10,764</b>
		Medium energy (MELP) (300 keV), parallel hole collimator, primarily for oncology applications with the E.CAM in the 76 or 180 degree opposed configurations only.	
		- 14,000 hexagonal holes	
		- Resolution: 10.8 mm	
		- Sensitivity: 310 cpm/microCurie	
		- Weight: 136 lbs (61.8 kg)	



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Qty	Part #	Description	Extended Net Price
2	04355124	High Energy Collimator	\$12,282

High Energy (360 keV), parallel hole collimator, primarily for oncology applications with the E.CAM in the 76 or 180 degree opposed configurations only.

- 8,000 hexagonal holes
- Resolution: 12.6 mm
- Sensitivity: 135 cpm/microCurie
- Weight: 245 lbs (111.1 kg)

1	04380585	Pinhole with 4 mm aperture	\$4,554
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Pinhole collimator with 4 mm aperture, intended primarily forthyroid imaging.- 1 round hole- Resolution: 6.2 mm- Sensitivity: 123 cpm/microCurie- Weight: 165 lbs (74.3 kg)

1	05252643	6mm aperture	\$276
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- Resolution: 9.3 mmSensitivity: 271 counts/min/μCi

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1	05244343	8 mm aperture	\$276
		High sensitivity 8 mm aperture Resolution: 12.3 mm Sensitivity: 478 cpm/microCurie	
2	07760908	signature series Coll Cart Dual	\$6,072
		One collimator cart supports the storage and exchange of a maximum of two collimator pairs (four collimators), vertically mounted, to conserve department space.	
1	08722220	ECG Gate w/out Strip Chart Recorder	\$2,622
		ECG gating system provides display of ECG waveform and trigger indicator. Power and trigger signal connect conveniently the bottom of the e.cam Patient Bed and the base of the c.cam; eliminating cables on the floor.	
1	05983809	Ethernet Interface Hub(10/100Mbit)	\$276
		The 10/100 Ethernet Interface Hub supports twisted pair Ethernet configurations (10 and 100 Mbit) with eight twisted pair ports (Rj-45) and includes two 50ft. (15m) unshielded, category 5 twisted pair cables.	
1	07830909	Remote Diagnostic Services	\$345
		Remote Diagnostic Services. A broadband connection is required for full remote diagnostic functionality and optimal system uptime. A broadband connection is required for full remote diagnostic functionality and optimal system uptime. The Remote Diagnostic Services option allows for remote access to your	

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Ultrasound Division

## SAN MATEO COUNTY GEN HOSP

222 W 39TH AVE  
SAN MATEO, CA 94403

### PROPOSAL REFERENCE

Proposal: 1-WX8-2431 Date: 5/10/2005

## RELEVANT Items for System Quote #5YF-1S1W

Qty	Part #	Description	Extended Net Price
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networked workstations. This service includes all the necessary hardware, software and configuration required to access your equipment remotely for the purposes of remote diagnostics. Features include:

- Image Transfer
- Access to automatic Virus Protection updates
- Error log retrieval
- Remote Workflow revisions
- Remote configuration
- License management
- Remote workstation control via netmeeting

1	07830982	English Lang Kit e.soft 3.0 +	\$552
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The language kit includes: E.CAM Operation Manual, e.soft Getting Started Manual, e.soft User Notes, customer letter, Gated SPECT Processing manual and WB SPECT Processing manual.

1	05992644	CD-Writer for e.soft	\$759
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650MB capacity external SCSI CD-Writer for use in archiving patient data in DICOM format.

Only for use with e.soft Workstations. The CD-Writer is not a distributed network device. Each e.soft Workstation that requires archiving capabilities must be configured with a CD-Writer. The CD-Writer is required for all e.soft A and A/P Workstations. The CD-Writer can be configured as a single session or multi-session device. The CD-Writer can only be used for archiving patient data.

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
1	08425006	CD Media for e.soft	\$69
1	07823565	Siemens Only License	\$0

The Siemens Only license enables Siemens differentiating features for the e.soft Workstation.

**e.soft Workstations**

1	05999300	Upgrade, e.soft A to e.soft AP	\$20,217
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Highly Integrated and fully DICOM compliant Nuclear Medicine Processing software package for upgrading from the standard configuration of an e.soft A based e.cam to an e.soft A/P e.cam. This package incorporates organ processing, automated data propagation, archiving, study transfer, printing, and real time/data management.

**Cardiac Processing (Autocardiac Activity) Features**

- Process up to 4 series simultaneously
- Mixed Non-Gated, Gated, Profile series simultaneously
- Profile simultaneous AC and Non-AC
- Multi-Isotope support (6 per series)
- Separate reconstruction parameters per series / isotope
- 3D Elliptical Masking
- Filtered Backprojection, Iterative-W, OSEM 2D, or OSEM 3D (optional)

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
		Reconstructions	
		- Coincidence Reconstruction	
		- True 3D Reconstruction Zoom	
		- Trial Mode Reconstruction	
		- Interactive Filter Tool	
		- Interactive Masking / Centering	
		<b>General Reconstruction (TOMO Reconstruction Activity) Features</b>	
		- Process up to 5 series simultaneously	
		- Multi-Isotope support (6 per series)	
		- Standard Tomography and Dynamic Tomography reconstructions	
		- Separate reconstruction parameters per series / isotope	
		- 3D Elliptical Masking	
		- Filtered Backprojection, OSEM 2D or 3D (optional) Reconstructions	
		- 3D Reconstruction Zoom	
		- Trial Mode Reconstruction	
		- Interactive Filter Tool	
		- Interactive Masking / Centering	
		- Chang's Attenuation Correction	
		<b>Quality Control (Quality Control Activity) Features</b>	
		- Sinogram, Linogram, and Summed Image	
		- Cine with reference line	

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
-		Automatic and Manual Motion Correction	
-		Static X / Y / Copy / Paste	
-		Dynamic X / Y / Copy / Paste	
-		Gated Histogram Review	
-		Tomo X / Copy / Paste	
-		Dynamic Tomo Repeat X / Copy / Paste	
-		Dynamic Tomo X / Copy / Paste / Repeat Rejection	

**Organ Based Processing**

**3D Reorientation**

- Free angle reorientation of reconstructed series
- Process up to 4 series simultaneously
- Process 1 series to create 3 different series, each in a different plane

**Cardiac Planar Gated Blood Pool**

- Left and Right Ventricular EF Analysis
- Regional EF Analysis
- Automated Image Filtering
- Automatic or Manual ROI determination
- Functional Image Creation
- Curve Analysis

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
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- Filling and Emptying Rate Analysis

**Shunt Analysis**

- Automatic Composite Creation
- Curve Smoothing and Fitting Options
- Integral Calculation for Patient and Shunt Curve
- Shunt Qp/Qs via Area Method
- Shunt Qp/Qs via Height Method

**Optional Cardiac Packages**

- 4DM SPECT
- Cedars QGS
- Cedars QPS
- Cedars QBS
- Emory Cardiac Toolbox
- Cardiac Flash 3D

**Lung Analysis**

- Total or Segmented analysis
- Perfusion Quantitation
- L/R Lung Comparison

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
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- Geometric Mean Calculation
- Single Lung Processing

**Thyroid Analysis**

- Automatic or Manual ROI determination
- Uptake, Countrate, Area and Volume Calculations
- Single Lobe Processing
- 6 and 24 Hour Uptake

**Renal Analysis**

- Automatic or Manual ROI Determination
- Gates GFR
- Oberhausen ERPF
- Itoh ERPF
- Oriuchi MAG3
- MAG3 without Blood Sample
- Transplant
- Captopril Comparison
- Curve Analysis
- R/L Ratio

**Gastric Emptying Analysis**

- Automatic or Manual ROI Determination

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
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- Dual Isotope / energy window support
- Geometric Mean Calculation
- Curve Fitting Routines
- Liquid / Solid Processing
- Emptying Calculations

**Hepatobiliary**

- Automatic or Manual ROI Determination
- EF Calculations
- Dynamic and Static Methods supported
- User Defined Interval EF Processing

**Brain Analysis**

- ROI Quantitation and Ratio Analysis
- Bloodflow Analysis
- Patlok Plot & Cerebral Bloodflow
- Lassen Method
- IMP
- IMP-ARG
- NIMS

**Image Manipulation**

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- Series Filter
- Series Arithmetic
- Series Reformat
- Series ROI & Curve

**Image Fusion**

- Automatic adjustment based on pixel size
- Volume translation and rotation operations
- Manual, interactive volume manipulations
- Manually enter desired translation and rotation parameters
- Adjustable alpha blending display
- Selectable viewing angles
- Choice of output matrix size (64, 128, or 256)
- Landmark registration technique

**Integrated Software**

1	08720653	e.soft express Viewing 1Pk	\$15,525
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The e.soft express is a software only solution that provides comprehensive display to review processed SPECT and PET data. It's based on the common e.soft look-and-feel and workflow architecture to allow customization of different activities. The software can be loaded on any compatible PC for fast, and convenient review of processed data.

**Features:**

1 e.soft display license

e.soft command module user interface

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Default display templates or create your own  
Reorientation of data  
Ability to fuse data for viewing  
Image manipulation tools  
Printing and Saving of output data  
Auto-send from e.soft to e.soft express software  
DICOM send from express to any DICOM network node  
Query/Retrieve from any DICOM configured node  
Read DICOM data directly from CDs  
Supports dual monitor displays  
Receive data from other vendor (refer to connectivity matrix for details and limitations)

Additional packages are available to extend express capabilities.

**Prerequisites:**

Minimum PC requirements include:

Windows XP Professional with Service Pack 2 **required** for e.soft express

Windows XP Home with Service Pack 2 **required** for e.soft express

**Memory:**

NM data: – 1 Gbyte RAM minimim.

PET, PET/CT or SPECT-CT data: 2 GB minimum RAM, 3 GB RAM recommended.

1.5 GB free hard disk space: 2-4 GB recommended

**Resolution:**

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
		1024x768, 24 bit color depth compatible graphics card (AGB) 1280x1024 is recommended for increased display quality Twisted pair Ethernet adaptor CD-ROM drive USB Port Processor Speed: Intel Pentium 4, 1.0 GHz or Higher (NM Data) Intel Pentium 4, 1.5 GHz or Higher (PET Data) Intel Pentium 4, 2.0 GHz or Higher (PET/CT Data) Network or VPN is mandatory to receive data	
1	08720679	<b>e.soft express Cedars 1Pk</b>	<b>\$4,416</b>
		e.soft express Cedars software is a comprehensive package which combines the e.soft look-and-feel with the Cedars Cardiac Suite including Cedars Suite Companion to create a software only solution for the quantification and review of myocardial imaging procedures. This software can be loaded on any compatible PC for fast, convenient cardiac analysis review. PC's loaded with e.soft express Cedars software act as a network repository for data processed with e.soft workstations.  This product includes the following features and prerequisites:  Features: 1 Cedars Cardiac Suite license (QGS, QPS, and QBS) 1 Cedars Suite Companion license (QPS, QGS) e.soft command module user interface Review multiple patients simultaneously Auto-send from e.soft to e.soft express Cedars software PCs Read DICOM data directly from CDs	

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Perform DICOM Query/Retrieve

Prerequisites:

Minimum PC requirements include:

Windows XP Home or Professional

Memory

512 MB RAM (NM data)

1 GB RAM (PET Data)

\*1GB is recommended for increased performance

1 GB free disk space

1 GB free disk space

Resolution

1024 x 768, 24 bit color depth compatible

1280x1024 pixels is recommended for increased performance

Twisted pair Ethernet adaptor

CR-Rom drive

USB Port

Processor Speed

Intel Pentium III, 500MHz or Higher (NM Data)

Intel Pentium IV, 1.5 GHz or Higher (PET Data)

Network or VPN is mandatory to receive data

e.soft versions 2.0 or higher is supported with express software

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**RELEVANT Items for System Quote #5YF-1S1W**

Qty	Part #	Description	Extended Net Price
		<u>Integrated Software</u>	
1	08718889	Cedars Cardiac Suite	\$9,798

The Cedars Cardiac Suite includes the following programs;

Quantitative Gated SPECT (QGS)

Quantitative Perfusion SPECT (QPS)

Quantitative Bloodpool SPECT (QBS)

QGS Companion Software

QPS Companion Software

The suite calculates a comprehensive set of cardiac parameters including ejection fractions, volumes, wall motion, wall thickening, perfusion (%). Displays include gated slices with contours, interactive 3D images, and polar maps. Manual over-ride of contours, and DICOM compatible output are additional features.

Outputs include DICOM secondary capture files, result files as well as the ability to generate an AVI file format.

The Cedars Cardiac Suite also includes Companion software which adds functionality to QPS and QGS applications. Including the standard AHA 17-segment scoring model, Eccentricity Index values and LV diastolic function values.

Supported for e.soft configurations running e.soft 4.0 software

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Not supported for Profile reconstructed data.

The Cedars application is an OEM product developed and supported by Cedars Sinai.

**OEM Reference List**

1	05231407	4 Quadrant Phantom for e.cam/Symbia	\$880
		Model 243-9854 quadrant 2.0-2.5-3.0-3.5 mm standard pattern slightly modified for use with the e.cam Emission Imaging System.	
1	05231365	10mCi Rectangular Source	\$3,625

Model IPL-FL24R

Large rectangular Co-57 flood source

Activity: 10 mCi (370 Mbq)

Active dimensions:

24" long

16.5" wide

Overall dimensions:

26" long

18.5" wide

For use with e.cam and Symbia T series imaging systems.

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The following license requirements are required for international orders:

- (1) Government seal on license document
- (2) Address of facility on license document
- (3) Valid dates of license
- (4) Radionuclide (& activity) approved for receipt and use

1	05245308	TVSS for e.cam (60 Hz)	\$895
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Utilizes bipolar Silicon Avance Diode technology stage protection/RFI noise filtering status indications single unit provides noise filtering and transient suppression.

**SPECT Elevate Program**

1	08717535	Elevate Orbiter, Diacam, Bodyscan	\$0
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Elevate - Managed system upgrade program you're at the end of a product's lifecycle, the end of a lease, or the beginning of a new platform, Elevate can help you make the transition. Through this managed system upgrade program, we'll work with you through every phase of the process - from consultation and planning to training and timing - to help you understand the challenges, opportunities, and decisions in front of you.

1	08717576	Basic Bonus...to e.cam Variable	\$0
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Elevate is rewarding the loyalty of our customers. We are giving attractive trade-in discounts, enabling the customer to make an easy transition to the new system.

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Qty	Part #	Description	Extended Net Price
1	08717584	Loyalty Bonus	\$0
Elevate is rewarding the loyalty of our customers. Customers, who are willing to get into a closer relationship with Siemens by signing a service contract for the new system, are rewarded with a special bonus.			
1	NS_PR_EL_ECAMV_624	Elevate e.cam Variable Bonus	-\$27,000
1	NS_PR_EL_LOYAL_625	Elevate Loyalty Bonus	-\$5,000
1	NUSYS_DEINSTALL.	Deinstallation of old equipment	\$2,000
1	NUSYS_SCRAPPING	Scrapping of old equipment	\$2,000
1	NM_EX_NM	eXpert Education Package NM	\$13,750

*This course teaches the technologist how to competently and efficiently utilize their new computer system. It is specifically designed for the Clinical NM Technologist who is primarily responsible for the daily operation of the system.*

**This package is the Standard education series for all e.cam's & Symbia T**

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systems. It can also be purchased for c.cam systems.

- The site receives 30 Hours of initial onsite applications training upon delivery of the new system.
- The curriculum includes attendance for one to the e.soft Basics class at Siemens Training Center (tuition, hotel, and airfare.)
- Includes either attendance to the advanced e.soft class at a Siemens training Center (tuition, hotel, and airfare included) or a follow-up visit to the site by Siemens applications Specialist for 12-15 hours on-site time.
- Trial License option would receive CD Web training, Onsite applications must be purchased.
- A package for (6) Journal Education series worth 12 CEU'S (can be utilized by up to Four Technologist).

**System Quote #5YF-1S1W Total: \$323,814**

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**Contract Total:                   \$323,814**

**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.*

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## Terms and Conditions of Sale

### I. GENERAL

**1.1 Contract Terms.** These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in a writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

**1.2 Acceptance.** An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's failure to object in writing to this Agreement or to cancel its order within ten (10) days of receipt of Seller's confirmation of Purchaser's purchase order; or delivery of the Products to the common carrier for shipment pursuant hereto.

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

### 2. PRICES

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

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

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

### 3. TAXES

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

### 4. TERMS OF PAYMENT

**4.1 Due Date.** Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in

accordance with the foregoing payment terms.

**4.2 Late Payment.** A service charge of 1 1/2% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

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

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

**4.5 Failure of Purchaser to Pay.** At Seller's election upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Purchaser shall put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; (d) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (e) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (f) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (g) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

### 5. EXPORT TERMS

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

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

assurance regarding compliance with this section in form and content acceptable to Seller.

### 6. DELIVERY, RISK OF LOSS

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

**6.2 Risk of Loss, Title.** Unless otherwise agreed to in writing, 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. All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

### 7. SECURITY INTEREST/FILING

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

### 8. CHANGES, CANCELLATION, AND RETURN

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

**8.2** Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of Seller's reasonable cancellation charges not to exceed 25% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

### 9. FORCE MAJEURE

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

### 10. WARRANTY

**10.1** Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Unless otherwise set forth in the quotation or in a separate Warranty Statement covering the Products to be provided by Seller, the warranty period shall commence on the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

## Terms and Conditions of Sale

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used, or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgement, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

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

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates.

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

### 11. LIMITATION OF LIABILITY

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

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

### 12. INSTALLATION - ADDITIONAL CHARGES

12.1 **General.** Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except for rigging charges which shall be the responsibility of Purchaser.

12.2 **Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the

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

12.3 **Trade Unions.** If a trade union, or unions, prevents Seller from performing the above work, the Purchaser shall make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional cost related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 **Purchaser's Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same shall be performed or procured by Purchaser at Purchaser's expense. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

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

### 13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

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

- Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.
- Seller shall then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 **Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold

Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith.

### 14. DESIGNS AND TRADE SECRETS/LICENSE

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

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

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

### 15. ENGINEERING CHANGES

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

### 16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

### 17. DAMAGES, COSTS AND FEES

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

### 18. MODIFICATION

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

### 19. GOVERNING LAW

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

### 20. INTEGRATION

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

### 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 will have no substantive effect.

### 22. WAIVER

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

### 23. NOTICES

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

### 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).  
06/03 Rev.

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

**Siemens Medical Solutions USA, Inc.**

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

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

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

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

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

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

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

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

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

If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

**4. PROPRIETARY PROTECTION AND CONFIDENTIALITY:** Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensor's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.

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

**6. DELIVERY, RISK OF LOSS AND TITLE:** Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensee will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any

computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.

**7. LICENSE TRANSFER:** The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

**8. WARRANTIES:** Licensor warrants that for the warranty period, provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification.

Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.

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ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Siemens Medical Solutions

Health Services Corporation

Siemens Medical Solutions

Ultrasound Division

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

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

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Revised 9-23-04

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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

Siemens Medical Solutions  
Health Services Corporation

Siemens Medical Solutions  
Ultrasound Division

## NM Warranty Information

<u>Product</u>	<u>Period of Warranty</u> <sup>1</sup>	<u>Coverage</u>
NM System	12 Month	Full Warranty (parts & labor)

### Excluding items listed below:

Radioactive Sources	Not Covered
Consumables	Not Covered

### Post-Warranty (After expiration of system warranty):

Spare Parts	6 Month	Parts only
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Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

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



# SIEMENS

## District/Sales Office

Siemens Medical Solutions, Inc.  
 6700 Koll Center Parkway, Suite 220  
 Attn: Sean Carter  
 Pleasanton, CA 94566  
 Phone: (916) 788-2946  
 Fax: (916) 788-2948

Quotation Number:-341250413051610  
 Equipment quote Number:-1-WX8-2431  
 NM-SYS-NM-Sys

## Sold To

SAN MATEO COUNTY GEN HOSP  
 222 W 39TH AVE  
 SAN MATEO, CA 94403

## Bill To

SAN MATEO COUNTY GEN HOSP  
 222 W 39TH AVE  
 SAN MATEO, CA 94403

## Equipment Location:

SAN MATEO COUNTY GEN HOSP

## Contact:-

*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	Agreement	Contract Duration	Warranty Yr Price	Partial year Charge	Annual Price
1.	e.cam Dual - Signature Series		Gold	Warranty Plus 5 Years	\$0	\$0	\$42,678

### **Includes: After hours service done at prevailing rate**

Labor and Parts as listed in the Features and Benefits section .

Principal Coverage Period(PCP) as stated in Exhibit A for each system .

System Updates.

Access to Siemens UPTIME service support center for technical telephone support (remote diagnostics if available to the site and the equipment) .

### **Excludes:**

Consumables, (batteries, leads, padding, storage media, cassettes, etc.) Non-Siemens parts (VCR, injector, laser, printer, chiller, UPS, etc.) unless specifically identified in Exhibit A. Parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock. Glassware (unless purchased as an option) .

Siemens reserves the right to perform an inspection of the above listed equipment, at the cost of the customer, prior to acceptance of this Agreement. If the equipment does not meet the manufacturer's specifications or is otherwise not in good operating condition, then it shall be repaired by Siemens at the customer's expense or else omitted from this Agreement.

Terms of Payment: Net 30 days of Invoice date. Past due payment is subject to 1.5% interest charge per month.

## Siemens Medical Solutions USA, Inc.

\_\_\_\_\_  
 (By) (Signature)

Sean Carter Service Sales Executive

Name and Title

## Customer's Acceptance

\_\_\_\_\_  
 (By) (Signature)

Name and Title

Customer P.O# \_\_\_\_\_ (Initial If P.O. not required)

Standing P.O# \_\_\_\_\_

Acceptance Date \_\_\_\_\_

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 in all pages of this proposal.

## Exhibit A

### SAN MATEO COUNTY GEN HOSP

#### 1) e.cam Dual - Signature Series: SAN MATEO COUNTY GEN HOSP

Service Agreement	Functional Location	Equipment Age	Contract Duration	Payment Schedule	Disc.Warranty Price	Partial Year Charge	Annual Disc.Price
Gold		NEW	Warranty Plus 5 Years	Monthly	\$0	\$0	\$42,678

Principal Coverage Period (PCP) (Including Warranty Period)	Extended Coverage Period(ECP)	Performance Guarantee	Annual Parts Allowance	Contract Start	Contract End
08:00 AM-05:00 PM		95%	N/A	Upon Warranty Expiration	5 Years

All System Options Listed Below are Included	Qty
syngo EVOLVE	1
100% Parts Coverage	1
e.soft remote workstation	1
Detector Head Subsystem Coverage	1

**No Further Options or attachments are included in the above listed equipment**

## Features/Benefits Listing

Modality-Agreement: NM-SYS-Gold

e.cam Dual - Signature Series:

Feature/Benefit	Description	Application
Principle Coverage Period	Contracted Service if applicable for corrective maintenance provided during the contracted hours Monday - Friday, excluding Holidays	Any 9 hour period between 8AM - 9PM
Labor - Principle Coverage Period		Included
Labor - Overtime and Holiday rates		Billed at preferred overtime and double-time rates
Extended Principle Coverage Period	Offered in four-hour blocks - Monday through Friday	Option - Included only if indicated on Exhibit A
Emergency Repair Coverage - Weekends and Holidays	Saturday-Sunday during core modality hours (Room down only) Weekends and Holidays outside the principle coverage period.	Option - Included only if indicated on Exhibit A
Response Time During PCP	Available in most areas - Typical telephone / on-site response	30 minutes / 4 hours
Parts Delivery	Typical delivery time for room down situations	Same Day
Typical Ordering Requirement	Local time	Noon
Performance Guarantee	Average 12 months. Connection to Siemens Remote Services (SRS) is required.	95%
Software Updates	Software updates, where applicable, will be covered under a Service Agreement unless the update involves hardware. If the equipment is not under a service agreement, the software can be updated at the prevailing rate per update	Included
Updates Installed		Next PM or earlier
Technical Phone Support	UPTIME Center phone support	Included
Applications Hotline Phone Support	UPTIME Center Phone Support	Included - Available 8:00am - 8:00pm EST
Siemens Remote Service (SRS)	Remote diagnosis and dial up analysis	Included
Proactive Diagnosis and Repair		Included
Safety and Planned Maintenance	Siemens will coordinate planned maintenance in accordance with the manufacturer's recommendations during the PCP. If Planned Maintenance is requested outside the PCP, service will be charged at prevailing rates	Included
Discount on repairs to correct pre-existing conditions		7%
On-site Applications Training		Option - Included only if indicated on Exhibit A
syngo EVOLVE	Siemens obsolescence protection program (Not available for all systems, e.g. Leonardo workstations and Refurbished Systems.)	Included only if indicated on Exhibit A
Detector Head Subsystem Coverage	Maintainance of detectors to Manufacturer's image quality specifications, including labor, parts (only as outlined in Exhibit A) and crystal coefficient regeneration as necessary. Excludes crystal hydration and damage due to thermal or mechanical shock.	Option - Included only if indicated on Exhibit A
E.CAM Cracked Crystal Protection	Only available with Detector Subsystem Coverage	Option - Included only if indicated on Exhibit A
Full Spare Parts Coverage	Excludes Consumables and Glassware	Included
Emergency Repair Coverage - 7 Days During Core Modality Hours	7 Days during core modality hours (Room down only)	Option - Included only if indicated on Exhibit A
Replacement Parts Exclusion	Replacement parts excluded unless stated otherwise on Exhibit A	<ul style="list-style-type: none"> <li>- Collimators</li> <li>- Cracked Crystals</li> <li>- Analog Persistence Scopes</li> <li>- Glassware (X-Ray tubes, etc.) unless a glassware agreement is in effect.</li> <li>- Consumables (printer paper, ribbons, film, magnetic tape, optical disks, diskettes, etc.)</li> <li>- Other Vendor Items (Laser Camera, Power Conditioners, removable media storage devices, etc.)</li> </ul>
Core Modality Hours	Typical hours of service support	5:00pm to 9:00pm M-F, 8:00am - 5:00pm weekends and holidays
E.CAM Performance Testing	Does not include travel expenses	Option - Included only if indicated on Exhibit A
Planned Maintenance Performed		During PCP - performed semi-annually
Emergency Repair Coverage - 24x7	Room down only	Option - Included only if indicated on Exhibit A
After Hour Repairs		Billable - If Resources are Available
Engineer On-Call 7 Days During Core Modality Hours	In "system down" situations outside the principle coverage period, Siemens will first provide UPTIME Center telephone support upon receipt of the customer's service call. Dispatch of a Customer Service Engineer will follow, if indicated. The customer will be billed for all travel and labor costs at the applicable overtime and double-overtime rates for any services performed outside the PCP, and accordingly, upon execution of the Agreement, the customer must issue a standing P.O. to Siemens to cover all such services.	Option - Included only if indicated on Exhibit A
X-Ray Tube Coverage	Full X-Ray Tube replacement coverage, up to the maximum annual usage outlined in Exhibit A. X-Ray Tube Coverage selected in a Point of Sale (POS) service agreement is automatically applied to the initial twelve (12) months of warranty, unless noted otherwise.	Option - Included only if indicated on Exhibit A

# SIEMENS

Engineer On-Call Weekends and Holidays	In "system down" situations outside the principle coverage period, Siemens will first provide UPTIME Center telephone support upon receipt of the customer's service call. Dispatch of a Customer Service Engineer will follow, if indicated. The customer will be billed for all travel and labor costs at the applicable overtime and double-overtime rates for any services performed outside the PCP, and accordingly, upon execution of the Agreement, the customer must issue a standing P.O. to Siemens to cover all such services.	Option - Included only if indicated on Exhibit A
Engineer On-Call 24 X 7	In "system down" situations outside the principle coverage period, Siemens will first provide UPTIME Center telephone support upon receipt of the customer's service call. Dispatch of a Customer Service Engineer will follow, if indicated. The customer will be billed for all travel and labor costs at the applicable overtime and double-overtime rates for any services performed outside the PCP, and accordingly, upon execution of the Agreement, the customer must issue a standing P.O. to Siemens to cover all such services.	Option - Included only if indicated on Exhibit A
Workstation Coverage	Workstations not integral to the functionality of the basic system (including, but not limited to Wizard, e.soft Processing/Viewing, and Leonardo) are not included with the system, must be contracted separately, and must be indicated on Exhibit A.	Included only if indicated on Exhibit A
X-Ray Tube Purchase Discount		15%

## Siemens Medical Solutions Inc, USA General Terms and Conditions

### 1. Scope

Siemens will provide 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 Features/Benefits Listing attached hereto, in order to keep the Equipment operating in accordance with the manufacturer's specifications. Siemens will make every effort to respond to service calls at a mutually agreed upon arrival time consistent with the provisions cited in paragraph 2.

### 2. Principal Coverage Period (PCP)

Service and maintenance will be provided during the principal coverage period as defined on the preceding page(s) hereof, 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 principal coverage period will be charged at Siemens' prevailing per-call rates.

### 3. Replacement Parts

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

### 4. Planned Maintenance

Planned maintenance will be carried out in accordance with the schedule described in the Features/Benefits Listing. This generally includes checking for mechanical and electrical safety, lubrication, functional testing and adjusting for optimum performance as specified in the detailed planned maintenance check list.

### 5. Software Maintenance

Whenever the Equipment covered by this Agreement utilizes Siemens' operating system software, Siemens will provide all maintenance and updates for such operating system software as part of the Agreement. Such updates will solely enhance previously purchased capacities of the Equipment. Operating system software updates that provide new features or capabilities or that require hardware changes will be offered to Customer at purchase prices established by Siemens. Siemens retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Customer will be charged. In addition, some updates may require Applications Training performed by Siemens' personnel that will be offered at prevailing rates. Siemens retains the sole right to determine whether an update 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 at, or prior to, cancellation or termination of the Agreement.

### 6. Equipment/Location

The Equipment covered under this Agreement is limited to the Siemens furnished Equipment described on the face sheet. The Equipment shall not be moved to another location outside the Customer's facility unless Customer obtains the prior written consent of Siemens. The Equipment shall be eligible for coverage under this Agreement immediately upon expiration of the Siemens warranty or an existing Siemens service agreement, provided it is properly installed, remains connected to the original power supply in its original location and is serviced by Siemens authorized personnel only. Equipment not eligible because of this stipulation is subject to inspection by Siemens 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 deemed necessary by Siemens during the inspection shall be made at Siemens' per-call rates and terms then in effect and shall include charges for parts, with all such repairs or adjustments to be completed prior to the commencement of agreement service.

Siemens Medical Solutions USA, Inc.-Confidential

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

### 7. Agreement Term; Price; Payment Terms

This Agreement shall be in effect for the period stated on the face of this document.

For the basic services to be provided by Siemens under the terms of the Agreement, the customer agrees to pay the Agreement Price upon the terms set forth on the first page of this Agreement. After the first year of the term of the Agreement, Siemens may increase the 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 increase in the Agreement Price.

All payments to be made by Customer under the 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 paragraph 17 hereof, or by the Customer's failure to operate the Equipment in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions.

Defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Equipment by the Customer or any third party or due to the attachment and/or use of non-Siemens supplied equipment without Siemens' prior written approval.

Defective due to any repair or service of the Equipment by the Customer or any third party prior to the commencement of the term of this Agreement.

Which failed due to causes from within non-Siemens supplied equipment.

Which is worn out and cannot be reasonably repaired due to the unavailability of spare parts from the original equipment manufacturer.

If Siemens is called upon to service or repair Equipment which falls under this paragraph, a separate invoice will be issued for labor, parts and expenses at prevailing per-call rates and prices.

### 9. Default

In addition to any and all other remedies available by law, Siemens may cancel this Agreement if the Customer is in default. An event of default includes, but is not limited to: (i) a failure by Customer to make any payment due Siemens within ten (10) days of receipt of notice from Siemens; (ii) a failure by Customer to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Siemens; (iii) a failure to grant Siemens access to the Equipment as set forth in paragraph 6 of this Agreement; (iv) a default by Customer under any other obligation to or agreement with Siemens or any affiliate or assignee of Siemens (including but not limited to, a promissory note, lease, rental agreement or purchase contract); or (v) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Customer (including any assignment by Customer for the benefit of creditors). In addition, upon the occurrence of any event of default, Siemens may immediately cease providing services under this Agreement until such default is cured or corrected. Remedies shall be cumulative and there shall be no obligation for Siemens to exercise a particular remedy.

## 10. Limitation of Liability

Siemens entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in contract or in tort, arising under the Agreement or related hereto, shall not exceed an amount equal to one (1) year's maintenance charges for the specific item of Equipment under the Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action. Such maintenance charges will be those in effect for the specific item of Equipment when the cause of action arose. The foregoing limitation of liability shall not apply to claims by Customer or third parties for personal injury or damage to real property or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Siemens. In addition, Siemens shall have no liability hereunder to Customer to the extent that Customer's or any third party's acts or omissions contributed in any way to any loss it sustained or to the extent that the loss or damage is due to an act of God or other causes beyond the reasonable control of Siemens.

THIS IS A SERVICE AGREEMENT. THERE ARE NO SIEMENS 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, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL 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 THE AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

## 11. Notices; Non-Assignment

All notices and changes to this Agreement must be in writing. All notices shall be deemed to have been given on the date of service if personally served, or upon receipt if sent by certified or registered mail, postage prepaid, to the address set forth on the first page of this Agreement. The Agreement is not assignable except that Siemens may assign without Customer approval to any subsidiary or affiliated company or any of its authorized dealers.

## 12. Governing Law

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

## 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 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 with 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, 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. Execution

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.

## 19. HIPAA

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

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law;
- (b) use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
- (c) report to Customer any use or disclosure of PHI not provided for by this Agreement of which Siemens becomes aware;
- (d) ensure that any subcontractors or agents to whom Siemens provides PHI received from, or created or received by Siemens on behalf of, Customer agree to essentially the same restrictions and conditions that apply to Siemens with respect to PHI;
- (e) make PHI available to the Customer in accordance with applicable law;
- (f) permit Customer to access PHI to make or permit others to make amendments to PHI in accordance with applicable law;
- (g) make available to Customer the information in its possession required to provide an accounting of Siemens' disclosures of PHI as required by applicable law;
- (h) make Siemens' internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Health & Human Services for purposes of determining Customer's compliance with applicable law; and
- (i) upon expiration or termination of this Agreement, return to Customer or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, Siemens agrees to extend all protections contained in this Agreement to Siemens' use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

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

## 20. 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.

## **21. Cancellation Clauses**

**Cancellation Due to Discontinuance of Use of Equipment**The customer may cancel the Agreement at any time upon thirty (30) days prior written notice to Siemens if the customer permanently discontinues the use of the Equipment and removes it from service.

## System Performance Guarantee

### Siemens Commitment

Siemens Medical Solutions USA, Inc. ("Siemens") guarantees that the Equipment will function at the minimum Uptime Performance (defined below) level set forth in exhibit A of this Agreement (computed as described below), as long as the Equipment is under warranty or is maintained by a Full Service Agreement or a Balanced (with Siemens service only) Service Agreement between Siemens and the Customer.

"Uptime Performance" is defined as the capability of the Equipment to be utilized to treat or diagnose patients. The system will be considered to be operational (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, or (c) if the Equipment is not otherwise made available to Siemens' service engineers. If the Equipment is not operational, then the Customer must immediately notify the Siemens Uptime Service Center (24-hour Service Call Dispatch Center). Downtime will not commence until such notification is given to Siemens.

Downtime due to, associated with, or caused by (a) misuse, negligence, or operator error, (b) 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, or (c) acts of God are specifically excluded from, and will not be considered for purposes of, the Uptime Performance guarantee. In addition, the Equipment will be considered operational during periods in which Siemens is performing scheduled or preventive maintenance, changing x-ray tube(s), and installing upgrades.

For purposes of calculating the Uptime Performance level percentage, such computation shall be made over the Principal Coverage Period (PCP), which PCP is specifically defined for the Equipment in the applicable Warranty or in the Service Agreement. The Equipment's Uptime Performance shall be calculated to comply with the above guidelines over a period of not less than twelve (12) months.

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 warranty for the Service Agreement period by seven (7) calendar days (30 calendar days for OCS) for every percentage point (rounded to the nearest percent) below the guaranteed percentage. For example, if the guaranteed percentage is 95%: 94% Uptime Performance would result in a warranty extension of seven (7) calendar days, 93% Uptime Performance would result in a warranty extension of fourteen (14) calendar days.

### Customer Commitment

In order for the Uptime Performance Guarantee to be effective, the Customer must place all calls for service through Siemens' Uptime Service Center and must accept all Technical Assistance that is offered by Siemens, including but not limited to telephone support and remote diagnostics.

The Customer agrees to allow connection to Siemens' Remote Services diagnostic equipment where available for the Equipment covered by the Agreement.

For any period of time that the Customer does not allow Siemens to provide any Technical Assistance, then the Equipment shall be considered to be operational.



## Response Time in System "Down" Situations

### On-Site Response Time

Response times are measured from the time that the customer notifies the Siemens Uptime Service Center that a system is "down". For on-site service, the response time only applies during the Principal Coverage Period ("PCP"). 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, Siemens will use its best efforts to have a CSE on-site as soon as possible.

### After-Hours Billing

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, then any work outside the PCP will be billed to the customer.

### Definition of "Down".

A system will not be considered to be "down" (a) unless it cannot be utilized to treat or diagnose patients, (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 system is not otherwise made available to Siemens' service engineers, (d) if the system 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, or (iii) acts of God, or (e) during periods in which Siemens is performing scheduled or preventive maintenance, changing x-ray tube(s), and installing upgrades.

### Remedy for Failure to Meet On-Site Response Time Guarantee.

The remedy provided by Siemens for Warranty and Service Agreement customers for its failure to meet the on-site response time guarantee: 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.

# Software License Schedule to the

## Terms and Conditions of Sale

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

"Agreement" shall mean the attached Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules.

"Licensor" shall mean the seller of the Products and/or Services listed on the attached Quotation.

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

"Software" shall mean (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.

"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 in 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 (i) any Software and/or Documentation licensed directly by Licensor's licensor or 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, and (ii) any Software and/or Documentation referred to under Section 14.3 of the Terms and Conditions of Sale. 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.

3. **SOFTWARE AND DOCUMENTATION LICENSE:** Subject to the payment of the applicable license fee(s), whether stated separately or included in the purchase price of another product, and to the Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each control unit or computer on which the Software is to be used. Licensee may copy the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software and only if Licensee reproduces and includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

4. **PROPRIETARY PROTECTION AND CONFIDENTIALITY:** Except as expressly permitted by this Schedule, Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except as provided by applicable law), or (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee's obligations under this paragraph shall survive any termination of a license or the Agreement.

5. **UPDATES AND REVISIONS:** During the warranty period or under a separate service contract, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensee has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensee or by Licensee's failure to utilize the current non-investigational version of the Software provided by Licensor.

6. **DELIVERY, RISK OF LOSS AND TITLE:** Notwithstanding the provisions of Section 6 of the Terms and Conditions of Sale, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of the Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the Terms and Conditions of Sale, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its licensor. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its licensors and suppliers.

7. **LICENSE TRANSFER:** The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.

8. **WARRANTIES:** This paragraph replaces Paragraphs 10.1 and 10.4 of the Terms and Conditions of Sale with respect to Software and Documentation. Licensor warrants that for the warranty period provided by Licensor with respect to the Designated Unit, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification. Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet the Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the software and its associated Documentation as well as the results obtained by use thereof.

**LICENSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.**

9. **LICENSE TERM AND TERMINATION:** The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii) attempts to assign this Schedule or any rights or obligations hereunder without Licensor's prior written consent, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor; or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.

10. **MISCELLANEOUS:** Since the unauthorized use of the Software and/or Documentation may leave the Licensor without an adequate remedy at law, Licensee agrees that injunctive or other equitable relief will be appropriate to restrain such use, threatened or actual. Licensee further agrees that to the extent applicable, (i) any of Licensor's suppliers of Software and/or Documentation is a direct and intended beneficiary of this license agreement and may enforce it directly against the Licensee with respect to the Software and/or Documentation provided by such supplier, and that (ii) **NO SUPPLIER OF LICENSOR SHALL BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF ANY SUBLICICENSE OF THE SOFTWARE AND/OR DOCUMENTATION SUPPLIED WITH THE PRODUCTS.**

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Siemens Medical Solutions USA, Inc.  
Contact Person: Becca Broman  
Address: 6700 Koll Center Parkway Suite 220  
Pleasanton, CA 94566  
Phone Number: 925-225-0329  
Fax Number: 925-225-0603

II Employees

Does the Contractor have any employees?  Yes  No

Does the Contractor provide benefits to spouses of employees?  Yes  No

\*If the answer to one or both of the above is no, please skip to Section IV.\*

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Peggy Leimpeter  
Signature

PEGGY LEIMPETER  
Name (Please Print)

REGIONAL CONTROLLER  
Title

5/23/05  
Date

COUNTY OF SAN MATEO  
SAN MATEO MEDICAL CENTER

MEMORANDUM

Date: May 13, 2005  
To: Steve Rossi, Risk Management/ Pony # EPS 163 Fax # 363-4864  
From: Tere Larcina, San Mateo Medical Center/Pony # HOS316/Fax # 2267  
Subject: Contract Insurance Approval

CONTRACTOR: Siemens Medical Solutions USA, Inc.

DO THEY TRAVEL:


PERCENT OF TRAVEL TIME:

NUMBER OF EMPLOYEES:

DUTIES (SPECIFIC): San Mateo Medical Center is asking the Board of Supervisors to authorize the Purchasing Agent to purchase a Nuclear Medicine gamma Camera system, E. CAM – Signature Series Dual Variable system from Siemens Medical Solution USA, Inc. and to authorize an agreement with Siemens Medical Solutions, Inc. for service maintenance and on-demand service of the Nuclear Medicine Gamma Camera system post warranty.

<u>COVERAGE:</u>	Amount	Approve	Waive	Modify
Comprehensive Liability:	\$ 1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability:	\$ 1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability: (E+O)	\$ 1 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Worker's Compensation:	STATUTORY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:



SIGNATURE

Steve M. Rossi  
Risk Manager

5/16/05

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
09/21/04

PRODUCER  
MARSH USA INC.  
44 Whippany Road  
P.O. Box 1966  
Morristown, NJ 07962-1966

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

100129-MSHSC--

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A** INSURANCE CORPORATION OF HANNOVER

COMPANY  
**B** LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY  
**C** LIBERTY MUTUAL INSURANCE COMPANY

COMPANY  
**D**

INSURED  
SIEMENS CORPORATION INCLUDING:  
SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORP.  
170 WOOD AVENUE SOUTH  
ISELIN, NJ 08830

**COVERAGES** This certificate supersedes and replaces any previously issued certificate.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	ICH GL 132-04	10/01/04	10/01/05	GENERAL AGGREGATE	\$ 7,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$ INCL.
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 1,000,000
					MED EXP (Any one person)	\$ 100,000
B	AUTOMOBILE LIABILITY	AS2-631-004334-034 (AOS) AS1-631-004334-054 (OH)	10/01/04 10/01/04	10/01/05 10/01/05	COMBINED SINGLE LIMIT	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$ N/A
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$ N/A
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$ N/A
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY- EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
						\$
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WA7-63D-004334-014 (AOS) WC7-631-004334-024 (AK, ID, MT, OR, & WI)	10/01/04 10/01/04	10/01/05 10/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
SAN MATEO COUNTY GENERAL HOSPITAL IS HEREBY AN ADDITIONAL INSURED AS OBLIGATED UNDER CONTRACT.

CERTIFICATE HOLDER NYC-000189724-06

SAN MATEO COUNTY GENERAL HOSPITAL  
ATTN: GAYLE HAWKINS - RADIOLOGY MANAGER  
222 WEST 39TH AVENUE  
SAN MATEO, CA 94403

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

~~XXXXXXXXXXXXXXXXXXXX~~ MARSH USA INC

Lillian Campbell

*Lillian Campbell*

# MARSH

## CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
CLE-001124506-03

PRODUCER  
 MARSH USA INC.  
 TWO LOGAN SQUARE  
 PHILADELPHIA, PA 19103  
 Attn: PAT REICH FAX# 215-246-1367

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A** COLUMBIA CASUALTY INSURANCE COMPANY

COMPANY  
**B**

COMPANY  
**C**

COMPANY  
**D**

21780 -SHARE-EDP-04/05

INSURED  
 SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORP.  
 ATTN: MR. STEPHEN WALLEY, INS MGR  
 51 VALLEY STREAM PARKWAY  
 MALVERN, PA 19355

**COVERAGES** This certificate supersedes and replaces any previously issued certificate for the policy period noted below **2**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$
					EL DISEASE-POLICY LIMIT	\$
					EL DISEASE-EACH EMPLOYEE	\$
A	OTHER TECHNOLOGY PROFESSIONAL LIABILITY	267868859 CLAIMS MADE POLICY	04/27/04	04/27/05	AGGREGATE RETENTION	1,000,000 2,500,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

SIEMENS MEDICAL SOLUTIONS USA, INC. IS AN INSURED SOLELY AS RESPECTS THE SALES, MARKETING, DISTRIBUTION AND INSTALLATION OF SIEMENS MEDICAL SOLUTIONS HEALTH SERVICES CORPORATION PRODUCTS AND SERVICES, SUBJECT TO FINAL WORDING TO BE DETERMINED BY THE INSURER.  
 RE: PROFESSIONAL SERVICES CONTRACT.

**CERTIFICATE HOLDER**

SAN MATEO COUNTY  
 255 WEST 37TH AVENUE  
 SAN MATEO, CA 94403

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Mary Radaszewski

*Mary Radaszewski*

MM1(3/02)

VALID AS OF: 05/21/04