

A G E N D A
Lander County Hospital District – Board of Trustees
Special Session
April 18, 2024 - 5:30 P.M.
John Peters Health Services Center
Board Room
555 West Humboldt Street
Battle Mountain, NV

5:30 PM Call to Order – Special Session

Pledge of Allegiance

Public Comment

Persons are invited to submit comments in writing and/or attend and make comments on any non-agenda items at the Board Meeting. All public comment may be limited to three (3) minutes per person, at the discretion of the Board. Reasonable restrictions may be placed on public comments based upon time, place and manner, but public comment based upon viewpoint may not be restricted.

❖ **Motion to Consent** – (Matheus) - (Discussion for possible action)

- 1) April 18, 2024 Special Meeting Agenda Notice – Posted April 15, 2024

Public comment

❖ **New Business** – (Matheus) – (Discussion for possible action)

- 2) CT Scan System

Board will review and discuss the bids to purchase a CT Scan System with Helmsley Charitable Trust Grant funds and all other matters properly related thereto.

Public comment

- 3) Mammography System – (Matheus) – (Discussion for possible action)

Board will review and discuss the bids to purchase a Mammography System with Helmsley Charitable Trust Grant funds and all other matters properly related thereto.

Public comment

❖ **Adjournment Special Session**

This is the tentative schedule for the meeting. The Board reserves the right to take items out of order to accomplish business in the most efficient manner. The Board may combine two or more agenda items for consideration. The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

AFFIDAVIT OF POSTING

State of Nevada)

) ss

County of Lander)

Jessica Ceja, Recording Secretary of the Lander County Hospital District Board of Trustees, states that on the 15th day of April 2024, A.D., she was responsible for posting a notice, of which the attached is a copy, at the following locations: 1) Battle Mountain General Hospital, 2) Lander County Courthouse, 3) Battle Mountain Post Office, and 4) Austin Courthouse, all in said Lander County where the proceedings are pending.

RECORDING SECRETARY

Subscribed and sworn to before me on this 15th day of April 2024

WITNESS

NOTICE TO PERSONS WITH DISABILITIES: Members of the public who wish to attend this meeting by teleconference or who may require assistance or accommodations at the meeting are required to notify the Hospital Board Recording Secretary in writing at Battle Mountain General Hospital, 535 South Humboldt Street, Battle Mountain, NV 89820, or telephone (775) 635-2550, Ext. 1111, at least two days in advance of pending meeting.

NOTICE: Any member of the public that would like to request any supporting material from the meeting, please contact, Jessica Ceja, Recording Secretary of the Lander County Hospital District Board of Trustees, 535 South Humboldt Street, Battle Mountain, NV 89820 (775) 635-2550, Ext. 1111.

CT Quote Comparisons

	Cannon – Aquilion 80	GE - Maxima	Fuji – Supria True 64/124
Warranty	1 Year	1 Year	3 Years
Applications Training	Phase 1 - 2 techs go to Canon Academy, x 4 days Phase 2 - 32 hrs on-site Phase 3 – 24 hours on-site		Unlimited on-site during warranty.
Post Warranty Service	None	None	5 yr @ 25,000.00/yr
Support		Can remote access	Remote access
Installation	Included	Included	Included
Table Weight Limit	660 lb	500 lb	550 lb
Aperture Size	78 cm		74 cm
Table Width	47 cm		47.5 cm
Other features		Lateral table slide guide	I-Scan Camera installed in ceiling to check patient's alignment on the table.
BrightSpeed Trade-in	\$8000.00	\$8000.00	Included in price
Total Quote	\$534,651.00	\$566,108.00	\$415,000.00

Mammographic Quotes Info

		Pristina 3D	Aspire Cristalle
Warranty			1 year Parts and Labor
Applications Training		1 day, must be completed 12 months from purchase	5 days onsite
		ACR approved system	ACR approved system
Total Quote		\$302,943.00	\$335,000.00

Quotes for CT and Mammography Systems

	Cannon-Aquilion	GE-Maxima	Fuji-Supria True 64
Warranty	1 year	1 year	3 years
Applications Training	Phase 1 - 2 tech go to Canon Academy, x 4 days Phase 2 - 32 hrs on-site Phase 3 - 24 hours on-site		Unlimited on-site during warranty period
Table Weight Limit	660#	500#	600#
installation	Included	Included	Included
Support		Can remote access	Remote access
Post warranty Service	None	None	5 yr @ \$25,000.00 Per year
BrightSpeed Trade-in	\$8000.00	\$8,000.00	Included in price
Total Quote	\$534,651.00	\$566,108.00	\$415,000.00

		Pristina 3D	Aspire Cristalle
Warranty			1 year Parts and Labor
Applications Training		1 day, must be completed 12 months from purchase	5 days onsite
Total Quote		\$302,943.00	\$335,000.00

Aquilion Lightning 80 & Prime SP Comparison

Aquilion^{Lightning}

- Up to 4 cm z-axis coverage
- 0.5 mm × 80 PUREVISION detectors
- PUREVISION Optics
- 0.5 sec rotation
- 50 kW Generator
- 5.0 MHU X-ray Tube
- 78 cm gantry bore
- +/- 30° Physical Tilt
- Up to 50 images per sec
- AIDR3D 4th Generation Iterative Dose Reduction
- SEMAR Metal Artifact Reduction (standard)
- AiCE Deep Learning Reconstruction
- 10 or less patients/day, No Cardiac CTA or Multi-phasic exams

Canon

Aquilion^{Prime SP}

- Up to 4 cm z-axis coverage
- 0.5 mm × 80 PUREVISION detectors
- PUREVISION Optics
- 0.35 sec rotation
- 72 kW Generator
- 7.5 MHU X-ray Tube
- 78 cm gantry bore
- +/- 30° Physical Tilt
- Up to 50 images per sec (70 ips optional)
- AIDR3D 4th Generation Iterative Dose Reduction
- SEMAR Metal Artifact Reduction (standard)
- AiCE Deep Learning Reconstruction



CANON MEDICAL SYSTEMS USA, INC.

Made For life

QUOTATION/ORDER SUMMARY

DATE: 1/26/2024
SID #: 30109412
QUOTE #: 181215-1

PRESENTED TO:

BATTLE MOUNTAIN GENERAL HOSPITAL
535 S HUMBOLDT ST
BATTLE MOUNTAIN, NV. 89820

AQ/LIGHTNING/V10/2.000

AQUILION LIGHTNING WHOLE BODY CT SCANNER

PROMOTION

- **ADVANCED IMAGING (AI) PACKAGE PROMOTION FOR AQUILION LIGHTNING**
The Advanced Imaging (AI) Package promotion allows customers purchasing a new Aquilion Lightning to receive AiCE included at no additional charge, valued at \$150,960. This promotion expires March 29, 2024.

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by June 28, 2024, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.

This quotation shall remain valid until June 28, 2024.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment net 45 days, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

This quotation/order will be subject to and governed by the Agreement for Computed Tomography equipment products between Vizient Supply, LLC and Canon Medical Systems USA, Inc. Reference contract no. XR0671, effective June 1, 2021.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

AQ/LIGHTNING/V10/2.000

AQUILION LIGHTNING WHOLE BODY CT SCANNER

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
CA-40WHC-EC/3.100	1	LIGHTNING 40/80/160 DESCRIPTION V10
	1	[KIT] AQUILION LIGHTNING 40 WITH HIGH CAPACITY EXTENDED PATIENT COUCH OPTION (NOT AVAILABLE IN OSHPD CA)
	1	CT SCANNER AQUILION LIGHTNING HIGH-CAPACITY EXTENDED PATIENT COUCH (NOT AVAILABLE IN OSHPD CA)
	1	ACCESSORY KIT FOR LIGHTNING HIGH CAPACITY EXTENDED PATIENT COUCH
	1	PHANTOM, IMAGE QUALITY
	1	DESK,48X30X29"
	1	MULTIFUNCTION TASK CHAIR WITH ARMS
	1	DVD-R 4.7 GB 10 PACK SLIM CASE
	1	NON-CORROSIVE FLOOR LEVELING EPOXY KIT
	1	DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)
	1	DICOM 3 PERFORMED PROCEDURE STEP SCU
	1	DICOM 3 QUERY/RETRIEVE SCP
	1	DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM
	1	PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT
	1	DICOM 3 QUERY/RETRIEVE SCU AQ/MP
	1	DICOM 3 STORAGE COMMITMENT SCU SOFTWARE
	1	COUCH FOOT EXTENSION FOR AQUILION LIGHTNING
	1	50 KW GENERATOR UPGRADE KIT FOR LIGHTNING
	1	[KIT] AQUILION LIGHTNING CONFIGURATION (80 DETECTOR, 80 SLICE)
	1	AQUILION DETECTOR UPGRADE KIT
CGS-67A/1B	1	FAST SCAN KIT (0.5 SEC) FOR AQUILION LIGHTNING
AQ/PDU	1	POWER DISTRIBUTION UNIT
	1	STANDARD APPLICATIONS TRAINING
	1	AI ADVANCED IMAGING (AI) PROMOTION PACKAGE FOR LIGHTNING V10 (TSX-036A/7 ONLY) (NOT FOR OSHPD CALIFORNIA)
	1	AICE FOR CT
DIGITAL-SERVICES-PR.100	1	[KIT] DIGITAL SERVICES PROMOTION



CANON MEDICAL SYSTEMS USA, INC.

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TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$393,014.00



CANON MEDICAL SYSTEMS USA, INC.

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PURCHASABLE OPTIONS:

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

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
FLEX-OCS-M	1	850MM COLUMN MEDRAD STELLANT FLEX MEDIUM OCS DUAL FLOW INJECTOR WITH INSTALL	\$37,363.00	_____
LIGHT-CONUPS- 6KVA.100	1	[KIT] POWERVER 6KVA CONSOLE UPS FOR AQUILION LIGHTNING	\$11,268.00	_____
T/ASSIST-SLIDE-L- HC.100	1	TECH ASSIST LATERAL TABLE SLIDE FOR AQUILION LIGHTNING HIGH CAPACITY (660 LB) COUCH	\$39,270.00	_____



CANON MEDICAL SYSTEMS USA, INC.

Made For life

FINANCE OPTIONS:

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

CANON MEDICAL FINANCE USA OFFERINGS:

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

CANON MEDICAL FINANCE USA BENEFITS:

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

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

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>

COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
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1		LIGHTNING 40/80/160 DESCRIPTION V10
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The Aquilion™ Lightning 40/80/160 is an open 78 cm bore scalable CT scanner with Adaptive Iterative Dose Reduction 3D Enhanced (AIDR 3D enhanced), is built and designed to include some of the premium end features included on Aquilion Genesis technology. Aquilion Lightning includes best-in-class, 0.5 mm detector elements and ^{PURE}ViSION technology to provide sharp images with low exposure dose. Additionally Aquilion Lightning includes Single-Energy Metal Artifact Reduction (SEMAR) that reduces metallic artifacts in CT scans on patients with metal implants.

Aquilion Lightning consistently achieves excellent image quality with high-contrast resolution of 0.31 mm. Adaptive power management with system standby mode and detector power-save feature helps reduce daily operating costs. The system's small footprint minimizes installation down time and reduces need for costly siting renovations.

Single-Energy Metal Artifact Reduction (SEMAR)

SEMAR utilizes a sophisticated reconstruction algorithm to reduce artifacts caused by metal while improving visualization of the implant, supporting bone and adjacent soft tissues* for accurate imaging. SEMAR can be retrospectively applied to a routine low-dose scan, including volumetric and helical scans, combined with AIDR 3D Enhanced to achieve the best possible image quality without the need for additional exposure dose or a dedicated scan procedure. We will include SEMAR with each system as a value add. SEMAR is normally valued at \$50,000.

** Bone structures near the metal-tissue interface may become distorted. Metal artifacts may not be completely removed in areas near the metal material.*

Comparison with the original images is suggested when performing diagnosis using SEMAR images.

Efficient Workflow with Patient Comfort

The Aquilion Lightning boosts productivity with fast scan times and image reconstruction times of up to 50 images per second with AIDR 3D while offering comfort features such as the wide bore (78 cm) and large table capacity (660 lbs.) for patients of all sizes.

Dose-Reduction Features

Aquilion Lightning reinforces the guiding principle of ALARA for every patient. To achieve this, Aquilion Lightning has an array of adaptive and integrated dose-reduction strategies that are implemented at every stage,

from patient registration to image reconstruction. In addition, patient dose reduction is integrated into the protocol software, so it activates prior to turning on the x-ray beam.

Adaptive Iterative Dose Reduction 3D (AIDR 3D Enhanced)

AIDR 3D Enhanced is the fourth generation in the evolution of Aquilion's dose reduction technology. AIDR 3D Enhanced is an iterative algorithm intended to reduce pixel noise from the original data, the results analyzed, and the process repeated until the target level of noise-reduction is achieved. This iterative algorithm is excellent in reducing background noise while preserving diagnostic information compared to non-iterative approaches.

AIDR 3D Enhanced can be integrated into all acquisition modes for routine clinical use and is able to reduce pixel noise magnitude in a way that may result in dose reduction.

SUREkV

Auto kV can be set for protocols using SUREExposure™, and the effective kV will be automatically selected based on patient size and SUREExposure settings.

SUREExposure 3D (x, y, z automated mA modulation software)

SUREExposure 3D software automatically adjusts the mAs based on patient anatomy to adapt to and compensate for changes in attenuation level. Combined with SUREExposure, SUREkV and AIDR 3D Enhanced, this has the potential to reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical procedure.

NEMA XR 25, XR 26 and XR 29

Aquilion Lightning meets the National Electrical Manufacturers Association's (NEMA) Medical Imaging & Technology Alliance (MITA) standards XR 25, XR 26 and XR 29.

- MITA XR 25 Computed Tomography Dose Check
 - Includes dose alerts and allows facilities to set dose notification values.
- MITA XR 26 Access Controls for Computed Tomography: Identification, Interlocks, and Logs
 - Provides access control ensuring only authorized operators can alter controls of the CT equipment.
- MITA XR 29 Standard Attributes on Computed Tomography (CT) Equipment Related to Dose Optimization and Management
 - Smart Dose standard bundles four important features to ensure that equipment produces high-quality diagnostic images while supporting patient safety:
 - DICOM Structured Reporting
 - CT Dose Check
 - Automatic Exposure Controls,
 - Pediatric and adult reference protocols.

Components

- Large open 78 cm bore , slip-ring gantry
- 50.4 kW x-ray generator and tube (effective 112 kW max. equivalent with AIDR 3D)
- Ergonomic and scalable patient couch
- Microsoft Windows 10 operating system
- Ergonomic operator controls
- 3D and 4D software for display console
- High-capacity hard disks
- Image data transfer link
- Custom patient table pad and positioning accessories
- Operator manuals and quality-assurance phantoms

KEY FEATURES**Routine Fast Scanning**

The Aquilion Lightning is capable of acquiring up to 80* unique rows and reconstructing up to 160* unique slices with every helical rotation of the gantry and incorporates a host of ergonomic and automated features to streamline examinations and deliver the highest quality images while lowering radiation dose. Aquilion Lightning also achieves consistently excellent image quality with high-contrast resolution of 0.31 mm.

*Option

Optimal Space Utilization

The Aquilion Lightning has only four main components: gantry, couch, console and transformer. The recommended minimum CT room size is only 9.8 square meters with the compact 450 lb. couch.

SURE Technologies

Improve workflow with real-time imaging, which provides the ability to view a scan at 12 frames per second (512x512) during the acquisition. This allows the operator to rapidly assess if additional images are needed.

The following are standard features on Aquilion Lightning 40/80/160:

- ^{SURE}Exposure - Dose modulation based on scanogram
- ^{SURE}Start - Real-time contrast detection at 12 fps. With ^{SURE}Start there is no need to perform a timing bolus, saving up to 30 cc's of expensive contrast.

Automatic Bone Removal

Aquilion Lightning incorporates automated bone removal algorithms to quickly and accurately segment bone in CT angiography examinations. In just a few seconds, high-quality angiographic images are available for diagnosis.

Easy Operation

Aquilion Lightning is easy to operate using the 19-inch LCD monitor, mouse and ergonomic keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

EQUIPMENT COMPONENTS**eVolution Gantry with iStation**

The Lightning eVolution Gantry possess many work flow advantages from the iStation to the gantry controls that are accessible from the gantry or the scan console.

iStation

The iStation is a 12-inch LCD screen that uses video and voice prompts to ensure patient compliance during scanning. This is especially useful during pediatric scanning as the iStation displays a video of a small child that tells the patient when to raise their arms, when to hold their breath, and so on. These child-friendly instructions, coming from a child figure helps assure patient compliance.

eVolution Gantry

- Hybrid slip-ring technology conserves unused electricity
- Gantry tilts ± 30 degrees
- Large aperture: 78 cm
- Two scan fields of view
- Wide range of scan times provides greater flexibility for optimal image quality

Console – Acquire and Display

- Powerful, ergonomic console computer handles display, image feed, filming and transferring multi-planar reconstructions with the same interface used for axial images.
- InstaView - Full matrix real-time image review
- Capable of scanning, retrieving, archiving and filming using the optional second console. This is a genuine multi-tasking system for multi-slice and volume data sets.
- Powerful reconstruction tower with CPUs and hard drives with RAID 5 controllers.
- Includes user-friendly keyboard, mouse, monitor, CPU cabinet/reconstruction enclosure.

HeliCool™ X-ray Tube

This compact, high-performance tube is designed to minimize tube-cooling delays with heavy patient loads at all scan times. It was built on the proven,

anode-grounded, MegaCool tube technology used on every Aquilion multi-slice CT.

Other features include:

- Dual focal spots
- Anode capacity of 5 MHU
- Dissipation rate of 864 kHU per minute maximum

PUREVISION Detectors and DAS

- Unique ceramic, solid-state detector array and DAS
- Ultra-fast DAS to acquire large-volume data
- Solid-state detector array totaling 71,680 0.5 mm detector elements

System	Axial/ Vol. Slices	Helical Slices
Aquilion Lightning	40, 80*, 160*	40, 80*, 160*
*Slice values are based on one rotation and the Aquilion ONE coneXact Double Slice technology (Axial/Vol.) and 0.5mm slice x 0.25 mm increment for helical scans.		

High-Power Generator

Robust, high-voltage circuits generate 50.4 kW of power (Effective 112 kW max. equivalent with AIDR 3D), providing support for the 5 MHU X-ray tube.

Multiple kV Selections: 80, 100, 120 and 135 kV.

HELICAL SCAN & FUNCTIONALITY

MultiView

Built into protocol for fast multi-planar reconstruction in batch mode specifically for multi-slice data sets. Coronal, sagittal and axial images are created and displayed for immediate viewing.

3D Imaging on Console

Provides excellent image quality with surface-shaded renderings and volume-rendered 3D images. Provides zooming and panning over the 3D surface and performs distance measurements.

Other features include:

- Easy 3D
- Automatic Bone removal
- Maximum intensity projection (MIP)
- Minimum intensity projection
- Intensity volume rendering

Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane

- Distance measurement and display
- CT number display
- Histogram display

eXam Plan Protocols

- 600+ eXam plan protocols that can be adjusted while scanning
- Four preset reconstructions

Archiving

- Can be automated with each eXam plan
- Raw data and image data can be protected to prevent deletion

Filming

- Auto filming can be set as part of the eXam plan
- Images are displayed in 512x512 or 1024x1024

CUSTOMER CARE SERVICES

Developed with customer input, our innovative support programs have resulted in increased customer satisfaction. These include the following:

InTouch Center®

This centralized service facility provides applications and service support for customers 24 hours a day, seven days a week. InTouch Center service is provided at no charge for equipment under warranty or a service agreement. Service is available for customers without service agreements or warranty coverage at the hourly rate established at the time of the call.

InnerVision™ Plus

Remote system diagnostics are available around-the-clock to help identify problems and provide potential solutions before care is interrupted or an engineer can arrive. InnerVision Plus is included at no charge and connected while any CT is under warranty, or any service agreement including Full Service, In-House Support, Partnership and/or VISN Master Service Agreement

InTouch Agreements

Based on customer needs, InTouch customer agreements can range from an a-la-carte approach to full-security agreements that provide complete system protection.

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of customer engineers. With an average of 10 years of experience and 105 hours of specialized training, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

CA-40WHC-
EC/3.100

- 1 [KIT] AQUILION LIGHTNING 40 WITH HIGH CAPACITY EXTENDED PATIENT COUCH OPTION (NOT AVAILABLE IN OSHPD CA)
- 1 CT SCANNER AQUILION LIGHTNING HIGH-CAPACITY EXTENDED PATIENT COUCH (NOT AVAILABLE IN OSHPD CA)
- 1 ACCESSORY KIT FOR LIGHTNING HIGH CAPACITY EXTENDED PATIENT COUCH
- 1 PHANTOM, IMAGE QUALITY
Measures CT image quality to ensure compliance to Canon Medical Systems standards for:
 - High-contrast resolution
 - Low-contrast resolution
 - Slice thickness
 - Noise
 - Contrast scale
- 1 DESK,48X30X29"
- 1 MULTIFUNCTION TASK CHAIR WITH ARMS
- 1 DVD-R 4.7 GB 10 PACK SLIM CASE
 - 4.7 GB
- 1 NON-CORROSIVE FLOOR LEVELING EPOXY KIT
- 1 DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)
 - Exchanges DICOM 3.0 compliant image objects on a network
 - Allows the system to perform functions requested by a Storage Class User (SCU) device
- 1 DICOM 3 PERFORMED PROCEDURE STEP SCU
In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

- 1 **DICOM 3 QUERY/RETRIEVE SCP**
 - Allows a Storage Class User (SCU) to query the SCP device
 - Enables user devices to retrieve patient, study, series and/or image information in conformance with the DICOM 3.0 standard

- 1 **DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM**

Allows the CT system to obtain details of patients and scheduled examinations electronically from the HIS/RIS system, avoiding the potential mistakes of manual entry.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

- 1 **PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT**

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in a single CT examination.

 - Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
 - Facilitates clinical viewing of images and reporting of individual requested procedures.
 - Use with PACS systems that are IHE PGP compliant.
 - Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

- 1 **DICOM 3 QUERY/RETRIEVE SCU AQ/MP**

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

- 1 **DICOM 3 STORAGE COMMITMENT SCU SOFTWARE**

Verifies image transfer and storage.

 - Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
 - Improves efficiency of image management operations.
 - Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

- 1 **COUCH FOOT EXTENSION FOR AQUILION LIGHTNING**

- 1 **50 KW GENERATOR UPGRADE KIT FOR LIGHTNING**

- LIGHTNING-80.100 1 **[KIT] AQUILION LIGHTNING CONFIGURATION (80 DETECTOR, 80 SLICE)**

Aquilion Lightning 80. This upgrade kit enables 80 detector row capability

Requires: Aquilion Lightning (TSX-036A) series.

1 AQUILION DETECTOR UPGRADE KIT

This Canon Medical Systems detector upgrade kit will expand to the full 80 detector row capable of generating $160^{*1} \times 0.5$ unique slices per rotation.

This upgrade allows a number of operational and clinical applications that enhance workflow and increase examination throughput.

Benefits of upgrading:

0.5 mm detector, 80 channel detector that covers up to 40 mm of anatomy every rotation.

The speed of this technology offers clinical benefits to patients – especially when scanning trauma, pediatric and critically ill patients. This technology enables physicians to clearly visualize internal injuries and disease in less time.

Ultra-Fast Workflow with Patient Comfort

The 80 detector row capability boosts productivity with fast scan and image reconstruction times while offering comfort features for patients of all sizes. The routine fast scans made possible by the 80-row detector also mean short breath-holds that supports better patient compliance.

**1 The coneXact double slice upgrade is required to obtain additional reconstructed slices in a single axial rotation.*

CGS-67A/1B

1 FAST SCAN KIT (0.5 SEC) FOR AQUILION LIGHTNING

AQ/PDU

1 POWER DISTRIBUTION UNIT

The PDU is engineered to address common power problems found in the hospital environment and to isolate the CT system components to meet IEC 60601-1 Third Edition requirements. This is important to assure optimal reliability and performance of CT systems. Customer is responsible for complying with Canon Medical Systems' site specifications for electrical power.

This device provides most of the electrical site preparation requirements of Canon Medical Systems CT systems. The PDU contains a low impedance isolation step-down transformer with a shielding plate between primary and secondary.

Voltage Conversion

Wiring costs are significantly reduced since the PDU accepts a single, 480V delta input, supplying 200V to the generator and the various other parts of the system.

Distribution

The PDU comes prepackaged with the distribution breakers needed for each system feed. Having all system breakers in one location also makes it easier for service personnel to remove power.

Installation

Installation is much faster, more predictable, and less expensive with a factory-assembled and tested system.

1 STANDARD APPLICATIONS TRAINING**APPLICATION TRAINING**

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

Performance Pro is a unique approach to education utilizing blended learning with the goal of achieving technical proficiency and optimal productivity. If for any reason the customer is not satisfied with any portion of the onsite training, Canon Medical Systems, USA will conduct that portion of the training again. This is only valid during the warranty period and does not include training new technologists.

Choice of two (2) Medical Imaging Consultants self-study programs; The CT CrossTrainer and/or The CT Registry Review Program.

The CT CrossTrainer is designed to acquaint the less-experienced technologist with important CT principles, technology, and clinical exams. The program consists of 6 comprehensive Study Modules that have been accredited for 17 Category A CE credits; credits are earned by passing a post test for each Study Module.

The CT Registry Review Program is designed to help the experienced CT technologist prepare to pass the ARRT's post-primary exam in CT. The course consists of 8 comprehensive Study Modules that have been accredited for 25 Category A CE credits; credits are earned by passing a post-test for each Study Module.

Phase I: An initial thirty-two (32) hours of on-site education will be provided at the customer facility during system go-live. This training is provided for up to four (4) imaging professionals to focus on maximizing CT simulation scanning techniques and protocols for scanning. Training is scheduled consecutively, Monday through Friday, with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist. Accredited for CE credits by the ASRT Education Foundation. CEU's are awarded based on student participation and provided at the discretion of the Applications Specialist.

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

Phase III: An additional twenty-four (24) hours of on-site education will be provided for the same four (4) imaging professionals, which participated in Phase II training, approximately 6-8 weeks following installation to optimize staff proficiency and system productivity.

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

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

Additional onsite training is available for purchase.

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

- 1 **AI ADVANCED IMAGING (AI) PROMOTION PACKAGE FOR LIGHTNING V10 (TSX-036A/7 ONLY) (NOT FOR OSHPD CALIFORNIA)**
Canon Medicals' Deep Learning Reconstruction (DLR) solution supports the Advanced Intelligent Clear-IQ Engine (AiCE).

AiCE

Representing a paradigm shift in image reconstruction technology, AiCE (Advanced intelligent Clear-IQ Engine) utilizes a deep learning neural network to bring you images that are sharp, clear, and distinct. Following our company philosophy of helping you achieve the best possible healthcare outcomes for all, AiCE has now been optimized and integrated as AiCE for Lightning. AiCE is trained to reconstruct images to match the spatial resolution and low-noise properties of an advanced Model-based Iterative Reconstruction (MBIR) method and store this knowledge within layers of a neural network. Applying this knowledge during image reconstruction makes AiCE extraordinarily efficient in routinely providing high spatial resolution and low noise in CT examinations that help improve your diagnostic confidence in every patient.

- Is integrated into ^{SURE}Exposure 3D, ensuring automatic dose reduction.

Note: Not for OSHPD California.

Note: TSX-036A/7

1 AICE FOR CT

DIGITAL-
SERVICES-PR.100

1 [KIT] DIGITAL SERVICES PROMOTION

Canon Medical Systems' Cybersecurity Premium solution is a state-of-the-art, integrated cybersecurity solution that creates an ultra-protective shield around your imaging assets and patients' most valuable personal data. This next-generation, deny-all firewall isolates the imaging system from the hospital network – enabling multilayered protection that alerts to malicious activity. The package includes a one-year subscription to Firewall Insights reporting, Canon Medical Systems' Rapid Incident Response coverage, Intrusion Prevention System (monitoring, blocking, and alerting), with full audit trail and SIEM (Security Information and Event Management) integration. Cybersecurity Premium also includes InnerVision Plus services (remote system diagnostics, power and environmental monitoring).

Utilization Analytics Plus Package provides visibility to the utilization of your Canon Medical Systems' diagnostic imaging devices, with tools to help you maximize throughput. The Plus Package includes the Asset Inventory and Asset Utilization dashboards – giving you access to near-real time reporting on the number and types of exams being performed across your Canon Medical Systems' assets, as well as access to historical data to identify trends and track throughput improvements.

The Analytics Plus Package is included in your Canon Medical Systems' imaging equipment during the warranty period and for systems under any Canon Medical Systems' service agreements.

For post-warranty subscription of Cybersecurity Premium and Utilization Analytics including analytical performance metrics and insights -- Referral Analysis, Operator Utilization, Turn Around Time, Change over Time, Dose Analysis, and Benchmarking – contact your Canon Medical Systems' Service Representative for details.



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OPTIONS

FLEX-OCS-M

850MM COLUMN MEDRAD STELLANT FLEX MEDIUM OCS DUAL FLOW INJECTOR WITH INSTALL

Ceiling mounted (850 mm column) Stellant Flex DualFlow CT injector includes MedRad Certegra Workstation Display informatics-ready platform.

Note: This configuration does not include injector synchronization.

LIGHT-CONUPS-6KVA.100

[KIT] POWERVER 6KVA CONSOLE UPS FOR AQUILION LIGHTNING

Powervar Security Plus II Series UPS 6 kVA* uninterruptible power supply and connection kit for Aquilion Lightning CT consoles.

** This product has successfully passed shake table testing requirements and is pending OSHPD pre-approval. Should pre-approval not be available prior to your OSHPD project submission the manufacturer has provided the test report for site specific approval by OSHPD to accompany your project submission.*

Pre-requisite:

- *This kit is exclusive to TSX-035A/5, /8 and TSX-036A7 ONLY.*

NOTE:

- *Seismic States require Seismic Mounting Kit option IPS-42999-09R.*
- *Pricing available when purchased concurrently with the system order. Post Point of Purchase: Additional charges may apply for construction, labor and rigging, which must be paid for by the Customer. Please consult with your local sales and service team for more information about these charges.*

T/ASSIST-SLIDE-L-HC.100

TECH ASSIST LATERAL TABLE SLIDE FOR AQUILION LIGHTNING HIGH CAPACITY (660 LB) COUCH

PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, and lasers. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and radioactive sources.

X-RAY TUBE WARRANTY

CT X-ray tubes are covered under a separate warranty. The CT X-ray tube included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

CT X-ray tubes carry a prorated warranty based on the number of rotations shown below or 12 months, whichever occurs first.

Tube Type	Prorated Warranty
CXB-750/D/4A: AQ/RXL, AQ/LB-SERIES, ASSUREPLUS-V, AQ64, AQ16, CELESTEION/PETCT	200,000 rotations*
CXB-750/E/2A: AQ/ONE/ASSURE	150,000 rotations*
CXB-750/F/2A: AQUILION-ONE-SERIES-V/4, ONE-VISION-640-SERIES-S, AQUILION GENESIS SERIES	100,000 rotations*
CXB-750G/2A: PRIME-SERIES-S, PRIME-S-CHOICE	200,000 rotations*
CXB-500B/1A: AQ/LIGHTNING	100,000 rotations*

* A rotation is any 360-degree or single rotation of the gantry with X-rays on.

CT X-RAY TUBE PRORATION CALCULATION:

Credits for CT X-ray tubes that fails during the warranty periods stated above will be calculated as follows:

Tubes with Prorated Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

Complete glassware coverage during warranty period may be purchased from Canon Medical Systems at an additional charge.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES



CANON MEDICAL SYSTEMS USA, INC.

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Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

ITEM TYPE	COMPUTERIZED TOMOGRAPHY
EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	90 Days

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.
2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.
3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.
4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.
5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.
6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPE OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.

13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.
14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.
15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment.
16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.
17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.
18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.
19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.
20. **END USER CERTIFICATION.** 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 leaseback financing).
21. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.



CANON MEDICAL SYSTEMS USA, INC.

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QUOTATION/ORDER SUMMARY

DATE: 1/26/2024
SID #: 30109412
QUOTE #: 181216-1

PRESENTED TO:

BATTLE MOUNTAIN GENERAL HOSPITAL
535 S HUMBOLDT ST
BATTLE MOUNTAIN, NV. 89820

AQ-PRIME-SP10/3.000

AQUILION FAST WHOLE BODY CT SCANNER

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by June 28, 2024, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.

This quotation shall remain valid until June 28, 2024.

All prices are F.O.B. destination.

Payment terms are: Cash - 0% down payment, 80% upon shipment net 45 days, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

This quotation/order will be subject to and governed by the Agreement for Computed Tomography equipment products between Vizient Supply, LLC and Canon Medical Systems USA, Inc. Reference contract no. XR0671, effective June 1, 2021.

Please return signed quotation to Canon Medical Systems USA, Inc. by email OrderAdmin@us.medical.canon or fax 714-441-9320.

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

All information contained in this quotation is confidential and may not be disclosed to any third party without Canon Medical Systems' prior written consent.



CANON MEDICAL SYSTEMS USA, INC.

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EQUIPMENT SUMMARY:

AQ-PRIME-SP10/3.000

AQUILION FAST WHOLE BODY CT SCANNER

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
CA-9105E.100	1	PRIME SP 80 DESCRIPTION V10
	1	AQUILION PRIME SP CONFIGURATION (80 ROW / 80 SLICE) WITH HIGH CAPACITY EXTENDED COUCH KIT (NOT AVAILABLE IN OSHPD CALIFORNIA)
	1	CT SCANNER AQUILION PRIME SP WITH HIGH-CAPACITY EXTENDED COUCH (NOT AVAILABLE IN OSHPD CALIFORNIA)
	1	ACCESSORY KIT FOR HIGH CAPACITY COUCH
	1	AQUILION DETECTOR UPGRADE
	1	PHANTOM, IMAGE QUALITY
	2	MULTIFUNCTION TASK CHAIR WITH ARMS
	1	CONSOLE DESK 65" X 36" X 30"
	1	NON-CORROSIVE FLOOR LEVELING EPOXY KIT
	1	DVD-R 4.7 GB 10 PACK SLIM CASE
	1	72 KW X-RAY HIGH VOLTAGE GENERATOR 600 MA UPGRADE
	1	SURECONNECT DICOM CONNECTIVITY PACKAGE
	1	DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)
	1	DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM
	1	DICOM 3 PERFORMED PROCEDURE STEP SCU
	1	DICOM 3 QUERY/RETRIEVE SCP
	1	DICOM 3 QUERY/RETRIEVE SCU AQ/MP
	1	DICOM 3 STORAGE COMMITMENT SCU SOFTWARE
	1	PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT
AQ/PDU	1	POWER DISTRIBUTION UNIT
	1	STANDARD APPLICATIONS TRAINING
	1	AI ADVANCED IMAGING (AI) PROMOTION PACKAGE
DIGITAL-SERVICES-PR.100	1	AICE FOR CT
	1	[KIT] DIGITAL SERVICES PROMOTION

TOTAL QUOTE PRICE

\$417,576.00

Applicable Sales Tax Additional



CANON MEDICAL SYSTEMS USA, INC.

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PURCHASABLE OPTIONS:

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

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>ADD</u>	<u>INITIALS</u>
PRMESP-CONUPS-6KVA.100	1	[KIT] POWERVER 6KVA CONSOLE UPS FOR AQUILION PRIME SP	\$11,268.00	_____
FLEX-OCS-M	1	850MM COLUMN MEDRAD STELLANT FLEX MEDIUM OCS DUAL FLOW INJECTOR WITH INSTALL	\$36,630.00	_____
T/ASSIST/PRIMESP-HC.100	1	TECH ASSIST LATERAL TABLE SLIDE KIT FOR AQUILION PRIME SP HIGH CAPACITY (694 LB) COUCH	\$38,500.00	_____



CANON MEDICAL SYSTEMS USA, INC.

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FINANCE OPTIONS:

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

CANON MEDICAL FINANCE USA OFFERINGS:

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

CANON MEDICAL FINANCE USA BENEFITS:

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

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

For more information, please contact Trish Malone, Sr. Dir. Financial Programs at:

tmalone@us.medical.canon or visit us at <https://us.medical.canon/service-and-support/financial-programs/>

COMPONENT SUMMARY:

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
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1		PRIME SP 80 DESCRIPTION V10
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The Aquilion™ Prime SP employs premium technology including Adaptive Iterative Dose Reduction 3D Enhanced (AIDR 3D Enhanced), PUREVISION Optics and PUREVISION detector, to provide excellent image quality.

The speed of this system offers significant benefits to patients – especially trauma, pediatric and critically ill patients while at the same time enabling physicians to visualize internal injuries and disease in less time.

The PUREVISION Optics, with 40% better light output, supports better dose reduction and low contrast detectability.

Body CT

- Up to 31% Dose Reduction at equivalent Low Contrast Detectability
- Up to 22% improvement in Low Contrast Detectability at equivalent dose
- Reduced streak artifact

Brain CT

- Up to 19% improvement in Low Contrast Detectability at equivalent dose

Aquilion Prime SP employs the newest PUREVISION detector technology that produces 40% greater light output.

Combined, PUREVISION Optics and PUREVISION detector, they provide an improved and more homogenous X-ray spectrum with better light output for an overall more efficient imaging chain.

Incorporating a 7.5-MHU large-capacity X-ray tube, the PRME SP supports scanning with short scan times (0.35 rotation speed) and fits into an installation space as small as 19.3m2 leaving more room for technologists and physicians to provide patient care.

Single-Energy Metal Artifact Reduction (SEMAR)

SEMAR utilizes a sophisticated reconstruction algorithm to reduce artifacts caused by metal while improving visualization of the implant, supporting bone and adjacent soft tissues* for accurate imaging.

SEMAR can be retrospectively applied to a routine low-dose scan, including volumetric and helical scans, combined with AIDR 3D Enhanced to achieve the best possible image quality without the need for additional exposure dose or a dedicated scan procedure. SEMAR is included with each system as a value add, valued at \$50,000.

** Bone structures near the metal-tissue interface may become distorted. Metal artifacts may not be completely removed in areas near the metal material.*

Comparison with the original images is suggested when performing diagnosis using SEMAR images.

Ultra-Fast Workflow with Patient Comfort

The Aquilion Prime SP boosts productivity with fast scan and image reconstruction times while offering comfort features such as the wide bore (78 cm) and large table capacity (694 lbs) for patients of all sizes pediatric to bariatric.

Aquilion Prime SP makes exams easier for all patients. The routine fast scans made possible by the ^{PURE}VISION detector also mean short breath-holds for better patient compliance.

Dose-Reduction Features

Aquilion Prime SP reinforces the ALARA principle for every patient. To achieve this, Aquilion Prime SP has an array of adaptive and integrated dose-reduction strategies that are implemented at every stage, from patient registration to image reconstruction. In addition, patient dose reduction is integrated into the protocol software, so it activates prior to turning on the x-ray beam.

^{SURE}Position

Patient centering plays a key role in a dose reduction strategy. The Aquilion PRIME allows vertical adjustments standard from the scanogram. This supports improved patient iso-centering for more accurate mA modulation and may help to eliminate repeat scanograms.

Auto Couch Height Positioning Compensation

^{SURE}Exposure will compensate for incorrect patient positioning to ensure accurate body size calculation and exposure dose. This avoids incorrect positioning errors in patient size calculation.

^{SURE}Exposure3D (x, y, z automated mA modulation software)

^{SURE}Exposure3D software automatically adjusts the mAs based on patient anatomy to adapt to and compensate for changes in attenuation level.

In addition, an Organ Effective Modulation function is provided. Combined with ^{SURE}Exposure, ^{SURE}kV and AIDR3D Enhanced, Organ Effective Modulation has the potential to reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical procedure

Active Collimation

Active collimation synchronizes the width of the x-ray beam at the ends of the scan range to the clinically useful area needed for image reconstruction. By eliminating exposure that is not used for diagnosis, patient dose is reduced.

Adaptive Iterative Dose Reduction 3D (AIDR 3D Enhanced)

AIDR 3D Enhanced is the fourth generation in the evolution of iterative reconstruction technology. AIDR 3D Enhanced is an iterative algorithm intended to reduce pixel noise from the original data, the results analyzed, and the process repeated until the target level of noise-reduction is achieved. This iterative algorithm is excellent in reducing background noise while preserving diagnostic information compared to non-iterative approaches.

AIDR 3D Enhanced can be integrated into all acquisition modes for routine clinical use and is able to reduce pixel noise magnitude in a way that may result in dose reduction.

SUREkV

Auto kV can be set for protocols using ^{SURE}Exposure™, and the effective kV will be automatically selected based on patient size and ^{SURE}Exposure settings.

NEMA XR 25, XR 26 and XR 29

Aquilion Prime SP meets the National Electrical Manufacturers Association's (NEMA) Medical Imaging & Technology Alliance (MITA) standards XR 25, XR 26 and XR 29.

- MITA XR 25 Computed Tomography Dose Check
 - Includes dose alerts and allows facilities to set dose notification values.
- MITA XR 26 Access Controls for Computed Tomography: Identification, Interlocks, and Logs
 - Provides access control ensuring only authorized operators can alter controls of the CT equipment.
- MITA XR 29 Standard Attributes on Computed Tomography (CT) Equipment Related to Dose Optimization and Management
 - Smart Dose standard bundles four important features to ensure that equipment produces high-quality diagnostic images while supporting patient safety:
 - DICOM Structured Reporting
 - CT Dose Check
 - Automatic Exposure Controls,
 - Pediatric and adult reference protocols.

Components

- Large-aperture 78 cm, slip-ring gantry
- High-power 72 kW x-ray generator and tube
- Ergonomic and patient friendly couch - can be lowered to a minimum of 332 mm from the floor - providing easier patient access.
- Single console with Microsoft Windows 10 operating system
- Ergonomic operator controls
- 3D and 4D software for display console
- High-capacity hard disks
- Image data transfer link

- Custom patient table pad and positioning accessories
- Operator manuals and quality-assurance phantoms

KEY FEATURES

Routine Fast Scanning

The Aquilion Prime SP is capable of reconstructing unique slices with every rotation of the gantry and incorporates a host of ergonomic and automated features to streamline productivity and deliver the highest quality images while lowering radiation dose. Further, patients benefit from the fast acquisitions times, such as CTA examinations for vascular imaging, by having a shorter exam time and thus supporting better patient compliance.

Optimal Space Utilization

The Aquilion Prime SP has only four main components: gantry, couch, console and transformer. The recommended minimum CT room size is only 14.8 square meters with the compact couch.

SURE Technologies

Improve workflow with real-time imaging, which provides the ability to view a scan at 12 frames per second (512x512) during the acquisition. This allows the operator to rapidly assess if additional images are needed.

The following are standard features on Aquilion Prime SP:

- ^{SURE}Exposure – Dose modulation based on scanogram
- ^{SURE}Start – Real-time contrast detection at 12 fps. With ^{SURE}Start there is no need to perform a timing bolus, saving up to 30 cc's of contrast.

Easy Operation

Aquilion Prime SP is easy to operate using the 19-inch LCD monitor, mouse and ergonomic keyboard. Scan automatically by programming procedures with eXam Plan and vocal instructions through VoiceLink™.

EQUIPMENT COMPONENTS

Gantry with iStation

The Aquilion Prime SP Gantry possess many work flow advantages from the iStation to the gantry controls that are accessible from the gantry or the scan console.

iStation

The iStation is a 12-inch LCD screen that uses video and voice prompts to ensure patient compliance during scanning. This is especially useful during pediatric scanning as the iStation displays a video of a small child that tells the patient when to raise their arms, when to hold their breath, and so on. These child-friendly instructions, coming from a child figure helps assure

compliance. iStation also allows the user to visualize the patient's ECG waveform when acquiring ECG-gated exams.

The Gantry

- Gantry tilts ± 30 degrees
- Large aperture: 78 cm
- Two scan fields of view
- Wide range of scan times provides greater flexibility for optimal image quality
- Control touch panel - many functions can be controlled in-room for quick setup and improved workflow

Console – Acquire and Display

- Powerful, ergonomic console computer handles display, image feed, filming and transferring multi-planar reconstructions with the same interface used for axial images.
- InstaView - Full matrix real-time image review
- Capable of true simultaneous scanning, retrieving, archiving and filming without interruption using the optional second console. This is a genuine multi-tasking system for multi-slice and volume data sets.
- Includes user-friendly keyboard, mouse, monitor, CPU cabinet/reconstruction enclosure.

MegaCool™ X-ray Tube

This compact, high-performance tube is designed to minimize tube-cooling delays with heavy patient loads at all scan times. It was built on the proven, anode-grounded, MegaCool tube technology used on every Aquilion multi-slice CT.

Other features include:

- Dual focal spots
- Anode capacity of 7.5 MHU
- Dissipation rate of 1,386 kHU per minute maximum

PURE ViSION Detectors and DAS

- Unique ceramic, solid-state detector array and DAS
- Ultra-fast DAS to acquire large-volume data
- Solid-state detector array with 0.5 mm detector elements

System	Detector Row	Slice	Coverage
Aquilion Prime SP 80	80	80	4 cm

High-Power Generator

Robust, high-voltage circuits that generate 72 kW.

Multiple kV Selections: 80, 100, 120 and 135 kV.

NETWORKING

- DICOM 3.0 Conformance Standards
- DICOM 3.0 Modality Worklist Management
- DICOM 3.0 Performed Procedure Step SCU
- DICOM 3.0 Enhanced CT Image Storage and Transfer
- DICOM 3.0 Presentation of Grouped Procedures (PGP) and Study Split
- DICOM 3.0 (Storage SCU)
- DICOM 3.0 Query/Retrieve Service Class Provider (SCP)
- DICOM 3.0 (Print SCU)

FUNCTIONALITY**MultiView**

Built into protocol for fast multi-planar reconstruction in batch mode specifically for multi-slice data sets. Coronal, sagittal and axial images are created and displayed for immediate viewing.

3D Imaging on Console

Provides excellent image quality with surface-shaded renderings and volume-rendered 3D images. Provides zooming and panning over the 3D surface and performs distance measurements.

Other features include:

- Easy 3D
- Bone removal
- Maximum intensity projection (MIP)
- Minimum intensity projection
- Intensity volume rendering

Quantitative Analysis

- Profile display of CT numbers along a selected line in the axial plane
- Distance measurement and display
- CT number display
- Histogram display

eXam Plan Protocols

- 600+ eXam plan protocols that can be adjusted while scanning
- Four preset reconstructions

Archiving

- Can be automated with each eXam plan

- Raw data and image data can be protected to prevent deletion

Filming

- Auto filming can be set as part of the eXam plan
- Images are displayed in 512x512 or 1024x1024

CUSTOMER CARE SERVICES

Developed with customer input, innovative support programs have resulted in increased customer satisfaction. These include the following:

InTouch Center®

This centralized service facility provides applications and service support for customers 24 hours a day, seven days a week.

InnerVision™ Plus

Remote system diagnostics are available around-the-clock to help identify problems and provide potential solutions before care is interrupted or an engineer can arrive. InnerVision Plus is included at no charge and connected while any CT is under warranty, or any service agreement including Full Service, In-House Support, Partnership and/or VISN Master Service Agreement

InTouch Agreements

Based on customer needs, InTouch customer agreements can range from an a-la-carte approach to full-security agreements that provide complete system protection.

Technical Assistance

Customer support specialists are available 24/7 to help resolve technical issues in real time. Application support specialists are also available to assist staff with protocol and image-quality issues.

Local Customer Teams

A single call mobilizes a local team of customer engineers. With an average of 10 years of experience and 105 hours of specialized training, they can resolve almost any performance issue.

Parts Support

A complete inventory of product parts is ready for shipment when and where they are needed, any time of day or night.

CA-9105E.100

- 1 AQUILION PRIME SP CONFIGURATION (80 ROW / 80 SLICE) WITH HIGH CAPACITY EXTENDED COUCH KIT (NOT AVAILABLE IN OSHPD CALIFORNIA)

1 CT SCANNER AQUILION PRIME SP WITH HIGH-CAPACITY EXTENDED COUCH (NOT AVAILABLE IN OSHPD CALIFORNIA)

1 ACCESSORY KIT FOR HIGH CAPACITY COUCH

Includes each of the following items:

- Rolled Edge Foot Extension Pad
- Wide & Medium Security Straps
- Chin and Forehead Straps
- Adult Head Rest Pads (Medium and Large)
- Tilt Wedge
- Knee Support Wedge
- Coronal Head Support
- Table Pad
- Protective Table Covers (Box of Four)
- Detachable Rail 77"

1 AQUILION DETECTOR UPGRADE

This Canon Medical Systems detector upgrade kit will expand the Aquilion Prime SP to the full 80 detector row capable of generating 160^{*1} x 0.5 unique slices per rotation.

This upgrade allows a number of operational and clinical applications that enhance workflow and increase examination throughput.

Benefits of upgrading the Aquilion Prime SP CT Scanner:

The Aquilion Prime SP with 160^{*1} slice capability includes Aquilion's 0.5 mm detector, 80 channel detector that covers up to 40 mm of anatomy every rotation.

The speed of this technology offers clinical benefits to patients – especially when scanning trauma, pediatric and critically ill patients. This technology enables physicians to clearly visualize internal injuries and disease in less time.

Ultra-Fast Workflow with Patient Comfort

The 80 detector row capability boosts productivity with fast scan and image reconstruction times while offering comfort features for patients of all sizes. The routine fast scans made possible by the 80-row detector also mean short breath-holds that supports better patient compliance.

**1 The coneXact double slice upgrade is required to obtain additional reconstructed slices in a single axial rotation.*

1 PHANTOM, IMAGE QUALITY

Measures CT image quality to ensure compliance to Canon Medical Systems standards for:

- High-contrast resolution

- Low-contrast resolution
- Slice thickness
- Noise
- Contrast scale

2 MULTIFUNCTION TASK CHAIR WITH ARMS**1 CONSOLE DESK 65" X 36" X 30"**

Measures 65" x 36" x 30"

1 NON-CORROSIVE FLOOR LEVELING EPOXY KIT**1 DVD-R 4.7 GB 10 PACK SLIM CASE**

- 4.7 GB

1 72 KW X-RAY HIGH VOLTAGE GENERATOR 600 MA UPGRADE

This kit is designed to provide a high power output (maximum tube current: 600 mA).

NOTE: For the Aquilion PRIME TSX-303A and Cartesion Prime PET-CT PCD-1000A ONLY.

1 SURECONNECT DICOM CONNECTIVITY PACKAGE

This package is designed to meet the DICOM needs of most departments.

COT-32D DICOM Modality Worklist Management

Allows the CT system to receive patient demographic data from an HIS/RIS system in conformance with the DICOM 3.0 standard.

COT-33D (MPPS)

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

COT-35D Query/Retrieve (SCU) The Q/R Service Class User (SCU)

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

COT-41D Storage Commitment

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.
- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

COT-44A PGP Study Split

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

1 DICOM 3 STORAGE SERVICE CLASS PROVIDER (SCP)

- Exchanges DICOM 3.0 compliant image objects on a network
- Allows the system to perform functions requested by a Storage Class User (SCU) device

1 DICOM 3 MODALITY WORKLIST MANAGEMENT (MWM) SERVICE CLASS USER (SCU) SYSTEM

Allows the CT system to obtain details of patients and scheduled examinations electronically from the HIS/RIS system, avoiding the potential mistakes of manual entry.

Note: This option does not include a DICOM gateway for the HIS/RIS system.

1 DICOM 3 PERFORMED PROCEDURE STEP SCU

In combination with COT-32D (MWM), MPPS provides notification of the start and end of the examination back to an RIS that supports DICOM MPPS (SCP). Exam record and patient information can also be sent to the RIS.

1 DICOM 3 QUERY/RETRIEVE SCP

- Allows a Storage Class User (SCU) to query the SCP device
- Enables user devices to retrieve patient, study, series and/or image information in conformance with the DICOM 3.0 standard

1 DICOM 3 QUERY/RETRIEVE SCU AQ/MP

Allows a device to initiate a request for patient, study, series and/or image information from the provider device in accordance with the DICOM 3.0 standard.

1 DICOM 3 STORAGE COMMITMENT SCU SOFTWARE

Verifies image transfer and storage.

- Allows operator to determine if data is stored correctly at the PACS server, avoiding unintentional image deletion.
- Improves efficiency of image management operations.
- Provides fail-safe method to prevent image data from being deleted unintentionally even in the event of a communication failure (during image transfer or during a storage verification response).

1 PRESENTATION OF GROUPED PROCEDURES (PGP) AND EXAM HARD SPLIT

PGP is an Integrated Health Enterprise (IHE) standard designed specifically with multiple examination orders (Requested Procedures) that can be performed in a single CT examination.

- Provides preset and automatic transfer solutions for multiple exams from a single CT exam.
- Facilitates clinical viewing of images and reporting of individual requested procedures.
- Use with PACS systems that are IHE PGP compliant.
- Use the study split option for PACS systems that are not yet IHE PGP compliant to physically split images into multiple examinations.

AQ/PDU

1 POWER DISTRIBUTION UNIT

The PDU is engineered to address common power problems found in the hospital environment and to isolate the CT system components to meet IEC 60601-1 Third Edition requirements. This is important to assure optimal reliability and performance of CT systems. Customer is responsible for complying with Canon Medical Systems' site specifications for electrical power.

This device provides most of the electrical site preparation requirements of Canon Medical Systems CT systems. The PDU contains a low impedance isolation step-down transformer with a shielding plate between primary and secondary.

Voltage Conversion

Wiring costs are significantly reduced since the PDU accepts a single, 480V delta input, supplying 200V to the generator and the various other parts of the system.

Distribution

The PDU comes prepackaged with the distribution breakers needed for each system feed. Having all system breakers in one location also makes it easier for service personnel to remove power.

Installation

Installation is much faster, more predictable, and less expensive with a factory-assembled and tested system.

1 STANDARD APPLICATIONS TRAINING**APPLICATION TRAINING**

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

Performance Pro is a unique approach to education utilizing blended learning with the goal of achieving technical proficiency and optimal productivity. If for any reason the customer is not satisfied with any portion of the onsite training, Canon Medical Systems, USA will conduct that portion of the training again. This is only valid during the warranty period and does include training new technologists.

Choice of two (2) Medical Imaging Consultants self-study programs; The CT CrossTrainer and/or The CT Registry Review Program.

The CT CrossTrainer is designed to acquaint the less-experienced technologist with important CT principles, technology, and clinical exams. The program consists of 6 comprehensive StudyModules that have been accredited for 17 Category A CE credits; credits are earned by passing a post test for each StudyModule.

The CT Registry Review Program is designed to help the experienced CT technologist prepare to pass the ARRT's post-primary exam in CT. The course consists of 8 comprehensive StudyModules that have been accredited for 25 Category A CE credits; credits are earned by passing a post-test for each StudyModule.

Phase I: Two (2) attendance vouchers for a four (4) day technologist-focused course held at the Canon Academy. This course provides the fundamentals of operating the Aquilion CT system, including a variety of CT scans performed with the latest dose reduction techniques. This course includes in-depth lectures and hands-on training. At the completion of the course, the attendee will be proficient in the following applications and operations: basic to advanced CT imaging console use, system menus, system default scan protocols, utilization of reconstruction parameters, post-processing image data, and troubleshooting image quality. This course is all inclusive of the following: tuition, airfare (booked by our staff), lodging, and meals. Accredited for CE credits by the ASRT Education Foundation. Training at the Canon Academy is dependent upon facility availability. If not available, alternative training will be provided.

Phase II: An initial thirty-two (32) hours of on-site education will be provided at the customer facility following system go-live. This training is provided for up to four (4) imaging professionals including the two (2) that attended Phase I training, to focus on maximizing scanning techniques and protocols. Training is scheduled consecutively, Monday through Friday,

with Monday mornings and Friday afternoons scheduled as travel time for the applications specialist. CE credits are earned by participants that attend the Phase II training event in its entirety.

Phase III: An additional twenty-four (24) hours of on-site education will be provided for the same four (4) imaging professionals, which participated in Phase II training, approximately 6-8 weeks following installation to optimize staff proficiency and system productivity.

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

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

Additional classroom and onsite training is available for purchase.

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

1 AI ADVANCED IMAGING (AI) PROMOTION PACKAGE

Canon Medicals' Deep Learning Reconstruction (DLR) solution supports the Advanced Intelligent Clear-IQ Engine (AiCE).

AiCE

Representing a paradigm shift in image reconstruction technology, AiCE (Advanced intelligent Clear-IQ Engine) utilizes a deep learning neural network to bring you images that are sharp, clear, and distinct. Following our company philosophy of helping you achieve the best possible healthcare outcomes for all, AiCE has now been optimized and integrated as AiCE for Prime SP. AiCE is trained to reconstruct images to match the spatial resolution and low-noise properties of an advanced Model-based Iterative Reconstruction (MBIR) method and store this knowledge within layers of a neural network. Applying this knowledge during image reconstruction makes AiCE extraordinarily efficient in routinely providing high spatial resolution and low noise in CT examinations that help improve your diagnostic confidence in every patient.

- Is integrated into ^{SURE}Exposure 3D, ensuring automatic dose reduction.

Note: TSX-303B/8

1 AICE FOR CT

1 [KIT] DIGITAL SERVICES PROMOTION

DIGITAL-
SERVICES-PR.100



Canon Medical Systems' Cybersecurity Premium solution is a state-of-the-art, integrated cybersecurity solution that creates an ultra-protective shield around your imaging assets and patients' most valuable personal data. This next-generation, deny-all firewall isolates the imaging system from the hospital network – enabling multilayered protection that alerts to malicious activity. The package includes a one-year subscription to Firewall Insights reporting, Canon Medical Systems' Rapid Incident Response coverage, Intrusion Prevention System (monitoring, blocking, and alerting), with full audit trail and SIEM (Security Information and Event Management) integration. Cybersecurity Premium also includes InnerVision Plus services (remote system diagnostics, power and environmental monitoring).

Utilization Analytics Plus Package provides visibility to the utilization of your Canon Medical Systems' diagnostic imaging devices, with tools to help you maximize throughput. The Plus Package includes the Asset Inventory and Asset Utilization dashboards – giving you access to near-real time reporting on the number and types of exams being performed across your Canon Medical Systems' assets, as well as access to historical data to identify trends and track throughput improvements.

The Analytics Plus Package is included in your Canon Medical Systems' imaging equipment during the warranty period and for systems under any Canon Medical Systems' service agreements.

For post-warranty subscription of Cybersecurity Premium and Utilization Analytics including analytical performance metrics and insights -- Referral Analysis, Operator Utilization, Turn Around Time, Change over Time, Dose Analysis, and Benchmarking – contact your Canon Medical Systems' Service Representative for details.

OPTIONS**PRMESP-CONUPS-
6KVA.100****[KIT] POWERVAR 6KVA CONSOLE UPS FOR AQUILION PRIME SP**

Powervar Security Plus II Series UPS 6 kV*A uninterruptible power supply and connection kit for Aquilion Prime SP CT consoles.

** This product has successfully passed shake table testing requirements and is pending OSHPD pre-approval. Should pre-approval not be available prior to your OSHPD project submission the manufacturer has provided the test report for site specific approval by OSHPD to accompany your project submission.*

Pre-requisite:

- *This kit is exclusive to TSX-303B/1, /4, /5, /5, /8 ONLY.*

NOTE:

- *Seismic States require Seismic Mounting Kit option IPS-42999-09R.*
- *Pricing available when purchased concurrently with the system order. Post Point of Purchase: Additional charges may apply for construction, labor and rigging, which must be paid for by the Customer. Please consult with your local sales and service team for more information about these charges.*

FLEX-OCS-M**850MM COLUMN MEDRAD STELLANT FLEX MEDIUM OCS DUAL
FLOW INJECTOR WITH INSTALL**

Ceiling mounted (850 mm column) Stellant Flex DualFlow CT injector includes MedRad Certegra Workstation Display informatics-ready platform.

Note: This configuration does not include injector synchronization.

**T/ASSIST/PRIMESP-
HC.100****TECH ASSIST LATERAL TABLE SLIDE KIT FOR AQUILION PRIME SP
HIGH CAPACITY (694 LB) COUCH**

Tech Assist Lateral Table Slide, improves technologist safety by automating the adjustment of patients on the table. In addition, it improves access for interventional procedures and accommodates off-center imaging. It provides the ability to move the table in a variable 8.4 cm (4.2 cm on each side). This exclusive lateral movement of 8.4 cm improves image quality, reduces patient dose and provides better access for interventions and emergency patients while improving patient compliance for high quality exams.

Note: Available on Aquilion High-Capacity Couch Only



PRODUCT WARRANTY AND SERVICE COVERAGE

SYSTEM WARRANTY TERMS

Canon Medical Systems warrants that the Equipment will be free from defects in material and workmanship, for the duration and subject to the terms and conditions stated below. Any part furnished to Customer during the warranty period (stated in the table below) to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the Equipment.

The warranty period will commence on the date the installation of the product is complete. Notwithstanding the foregoing, in the event that the installation of the product is delayed for a total of thirty (30) days or more from the date of delivery for any reason or reasons for which Canon Medical Systems is not responsible, the warranty period for such product may, at Canon Medical Systems' option, commence on the thirtieth (30th) day from the date such product is delivered to Customer.

WARRANTY EXCLUSIONS

Warranty coverage does not include any defect which results, in whole or in part, from (1) negligent storage or handling of the product by Customer, its employees, agents, or contractors, (2) failure of Customer to prepare the site or provide power requirements or operating environmental conditions in compliance with any applicable instructions or recommendations of Canon Medical Systems, (3) absence of any product, component, or accessory recommended by Canon Medical Systems but omitted at Customer's direction, (4) any design, specification or instruction furnished by Customer, its employees, agents, or contractors, (5) any alteration of the product by persons other than Canon Medical Systems, (6) combining Canon Medical Systems' product with any product furnished by others that is not approved by Canon Medical Systems, (7) combining incompatible products of Canon Medical Systems, without Canon Medical Systems' prior approval, (8) improper use of the product, improper maintenance of the product by a party other than Canon Medical Systems, or failure to comply with any applicable instructions or recommendations of Canon Medical Systems, or (9) acts of God, fires, floods, strikes or other labor disturbances, or other causes beyond the reasonable control of Canon Medical Systems.

Canon Medical Systems does not warrant any products not manufactured by Canon Medical Systems such as, without limitation, monitors, cameras, computer equipment, injectors, and lasers. Such items will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems.

Warranty coverage also excludes consumables, including but not limited to batteries, storage media, positioning pads, table pads, power units, and radioactive sources.

X-RAY TUBE WARRANTY

CT X-ray tubes are covered under a separate warranty. The CT X-ray tube included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

CT X-ray tubes carry a prorated warranty based on the number of rotations shown below or 12 months, whichever occurs first.

Tube Type	Prorated Warranty
CXB-750/D/4A: AQ/RXL, AQ/LB-SERIES, ASSUREPLUS-V, AQ64, AQ16, CELESTEION/PETCT	200,000 rotations*
CXB-750/E/2A: AQ/ONE/ASSURE	150,000 rotations*
CXB-750/F/2A: AQUILION-ONE-SERIES-V/4, ONE-VISION-640-SERIES-S, AQUILION GENESIS SERIES	100,000 rotations*
CXB-750G/2A: PRIME-SERIES-S, PRIME-S-CHOICE	200,000 rotations*
CXB-500B/1A: AQ/LIGHTNING	100,000 rotations*

* A rotation is any 360-degree or single rotation of the gantry with X-rays on.

CT X-RAY TUBE PRORATION CALCULATION:

Credits for CT X-ray tubes that fails during the warranty periods stated above will be calculated as follows:

Tubes with Prorated Rotation Warranty:

$$\text{Credit} = 1 - \frac{\text{Number of Rotations Used}}{\text{Number of Rotations Warranted}}$$

Complete glassware coverage during warranty period may be purchased from Canon Medical Systems at an additional charge.

REMEDIES

If Canon Medical Systems determines that any product fails to meet the above-mentioned warranty during the applicable warranty period, Canon Medical Systems will correct any such failure by either, at its option, repairing, adjusting, or replacing without charge to Customer any defective or nonconforming parts of the product. Canon Medical Systems will have the option to furnish either new or remanufactured replacement parts or assemblies. However, remanufactured parts will meet the manufacturer's specifications for new components as of the date of completion of installation. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems.

SOFTWARE UPDATES



CANON MEDICAL SYSTEMS USA, INC.

Made For life

Canon Medical Systems will furnish to Customer, free of charge for the life of the Equipment, all Canon Medical Systems software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features will be provided during the term of the warranty, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon Medical Systems retains the sole right to determine whether a software release is considered an update or an upgrade for which Customer will be charged. The above items will be performed only during the Covered Hours stated in the warranty. Service required outside these hours will be billed at Canon Medical Systems' differential rates in effect at the time such items are provided to Customer.

WARRANTY SERVICE

Warranty service during the applicable warranty period will be performed without charge to Customer during Canon Medical Systems' normal business hours, Monday through Friday, excluding Canon Medical Systems holidays. Subject to the availability of personnel, after-hours service is available upon request at an additional charge.

Customer must promptly notify Canon Medical Systems within the applicable warranty period of any defect that is covered by the warranty, and make the Equipment promptly available for repair and maintenance.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Canon Medical Systems' obligations stated above will be Customer's sole and exclusive remedy for a breach of the warranty set forth above. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Canon Medical Systems does not warrant that the operation of the Equipment will be uninterrupted.

ITEM TYPE	COMPUTERIZED TOMOGRAPHY
EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	90 Days

* The above 90-day period applies only to parts that are not furnished pursuant to a warranty repair for the Equipment. Any part furnished to Customer during the warranty period to correct a warranty failure will be warranted to the extent of the unexpired term of the warranty applicable to the System.

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.
2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.
3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.
4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.
5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.
6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

B. Canon Medical Systems does not warrant that the operation of the Equipment of the System will be uninterrupted. All defective parts replaced by Canon Medical Systems will become the property of Canon Medical Systems. Replacement parts may be re-manufactured. However, such parts will meet the manufacturer's specifications for new components as of the date of completion of installation. CANON MEDICAL SYSTEMS' OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS OR SOFTWARE WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET IN THIS AGREEMENT. SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Agreement will not apply to, and Canon Medical Systems will not be liable for any defects resulting from misuse, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than Canon Medical Systems.

7. **LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.** Canon Medical Systems agrees that the Equipment ordered by Customer will, at the time of delivery to Customer, contain, at no additional charge to Customer, the latest hardware and software manufactured by Canon Medical Systems for such Equipment that are commercially available in the United States and which are provided as part of Canon Medical Systems' standard configuration for such Equipment at the time of delivery. This commitment applies only to components and not an upgrade to the entire system. Furthermore, it is limited to hardware and software that (a) have been ordered by Customer, and not any optional or other items that were not ordered by Customer, and (b) are cleared by the FDA as of the date of delivery of the Equipment. This clause does not apply to Assure, Demonstration or Used Equipment.

8. **LIMITATION OF LIABILITY.** A. NEITHER CANON MEDICAL SYSTEMS NOR CUSTOMER WILL UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, EVEN IF EITHER PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

B. IN NO EVENT WILL CANON MEDICAL SYSTEMS' LIABILITY TO THE CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO CANON MEDICAL SYSTEMS UNDER THIS AGREEMENT. THE LIMITATION OF LIABILITY SET FORTH ABOVE WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY EQUIPMENT DEFECTS.

9. **SECURITY INTEREST.** Canon Medical Systems hereby reserves and Customer grants to Canon Medical Systems a security interest pursuant to the Uniform Commercial Code, in and to the Equipment (and all products and proceeds of it) until full payment of the purchase price is received. In the event that Customer finances its acquisition of the Equipment through a lease, conditional sale contract, secured loan agreement or other financing agreement (collectively, "Lease") with Canon Medical Systems, then the security interest in the Equipment (and all products and proceeds thereof) shall secure all obligations of Customer due and to become due under the Lease.

10. **REMOVAL OF EQUIPMENT.** Until Canon Medical Systems has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises, nor will Customer sell, lease, transfer or otherwise part with the possession of, or permit any lien or encumbrance to be placed on all or any part of the Equipment.

11. **TRADE-IN.** If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in. Canon reserves the right to adjust trade-in values for equipment not removed by the agreed upon date. The trade-in equipment shall include any associated parts or accessories, included but not be limited to: backup software, manuals, service dongles, positioning pads, straps, CD's, chillers, coils, transducers, UPS systems, and other ancillary items. The trade-in equipment needs to be maintained to OEM specifications up until the time of removal and is subject to inspection by Canon or a Canon designated third party. Equipment must be available for inspection at least 30 days prior to removal. Customer is responsible for a clear removal path to include removal of any walls or doorways, if necessary, as well as responsible for removal of all patient information from the system prior to the removal date. HARD DRIVES MUST BE INCLUDED, INTACT, FUNCTIONAL, AND IRREVERSABLY WIPED OF ALL DATA. For CT system trade-ins: if the CT tube is replaced prior to removal of the CT system, the tube must either be documented as a new tube or documented used tube and less than 100k scan seconds, 40 million mAs, or 100k slices each. For MR system trade-ins: MRI cryogen level must be at a minimum of 70% at the time of removal. Equipment found to be performing below OEM specifications will be subject to a reduced trade-in amount.

12. **REMEDIES OF CANON MEDICAL SYSTEMS.** If Customer fails to make any payment when due under this Agreement, or becomes insolvent or makes an assignment for the benefit of creditors, or if a petition in Bankruptcy is filed by or against Customer, or if the financial responsibility of Customer becomes impaired, or if Customer otherwise breaches any of the terms and conditions of this Agreement, then Canon Medical Systems may, without prior notice or demand, defer shipments, cancel the balance of the order, suspend performance of any obligation (including without limitation, all obligations set forth under Limited Warranty And Remedy above), and/or take immediate possession of the Equipment delivered, until the full purchase price of the Equipment is paid by Customer or, at Canon Medical Systems' discretion, until security satisfactory to Canon Medical Systems is given by Customer. Any costs incurred by Canon Medical Systems as a result of suspending performance or repossession or collection will be payable by Customer. Canon Medical Systems may sell repossessed Equipment with proceeds to be applied to unpaid balance and expenses incurred in sale, repossession and collection. Customer will pay any remaining deficiency. Canon Medical Systems may exercise any other rights available to it by law.



13. **EXCUSED PERFORMANCES.** Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.
14. **SOFTWARE.** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc. products quoted herein are conditioned on and subject to the Software License located: <https://us.medical.canon/download/CMI-Capital-License-Agreement>. Any Dell, Inc. software, which may be imbedded in Canon products are conditioned and subject to the Software License located: https://i.dell.com/sites/csdocuments/Legal_Docs/en/us/reseller-terms-of-sale.pdf. Both the CMI and Dell licenses are incorporated herein by reference.
15. **CANCELLATION.** Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment.
16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.
17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.
18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.
19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.
20. **END USER CERTIFICATION.** 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 leaseback financing).
21. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.