



Proposal # 1-YEF8IH

District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA,INC.

Attn: Adam Brady
 Email: adam.brady.ext@siemens-healthineers.com

Sold To

TEXAS A AND M UNIVERSITY
 HWY 60 BUILDING 508 RM 120
 COLLEGE STATION, TX 77843-4457

Bill To

TEXAS A AND M UNIVERSITY
 HWY 60 BUILDING 508 RM 120
 COLLEGE STATION, TX 77843-4457

Payer

TEXAS A AND M UNIVERSITY
 HWY 60 BUILDING 508 RM 120
 COLLEGE STATION, TX 77843-4457

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

Item #	System Name	Functional Location	Service Agreement	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	MAGNETOM Verio	400-386338	Select contract	9/1/2022 - 8/31/2027	\$0	\$0	\$181,324
2	SOMATOM Definition AS40	400-386333	Select contract	9/1/2022 - 8/31/2027	\$0	\$0	\$103,280
3	STELLANT D	400-386337	OEM contract	9/1/2022 - 8/31/2027	\$0	\$0	\$4,680

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

Includes:

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

Excludes:

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

Terms of payment: Net 30 days from the date Customer receives a true and correct invoice. Past due payment is subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

Customer's Acceptance

DocuSigned by:

 John W. Crawford
 (Signature)

Siemens Medical Solutions USA, Inc.

DocuSigned by:

 Adam Brady
 (Signature)

John W. Crawford 9/30/2022 | 2:48:02 CDT

(By) Adam Brady Service Sales Representative

Vice President for Finance and Chief Financial Officer
 Name and Title

Name and Title

Acceptance Date 9/30/2022 | 2:40:48 CDT

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)

Standing P.O. # _____ (Initial if P.O. is required but will be issued prior to warranty expiration)

_____ (for T&M charges outside of the contract)

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



Exhibit A

Item #1:

Equipment:	MAGNETOM Verio		
Equipment Location:	TAMU VET MED TEACHING HOSPITAL		
Address:	500 RAYMOND STOTZER PKWY RM 120, COLLEGE STATION, TX 77843-4457		
Functional Location: 400-386338	Service Quote Nr: 1-XAF0VO Rev 0	Equipment Quote Nr:	Payment Frequency: Monthly
Service Agreement: Select contract	Contract Start: 9/1/2022	Contract End: 8/31/2027	Annual Price: \$181,324

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

Coverage applies during the Contract Period as indicated:	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F
Annual Exam Allowance	Unlimited
Uptime Guarantee	98%
Phone Response	30 min
On-Site Response	4 hours
Parts Order Requirement	noon
Parts Delivery	Same Day
syngo Remote Assist Hotline Support	✓
Evolve Express VB19	✓
9130 UPS Coverage	✓
Safety Checks	✓
Planned Maintenance	✓
Quality Assurance	✓
Updates	✓
Labor	✓
Smart Remote Services	✓
Travel	✓
teampay Fleet Access	✓
Application Hotline Phone Support	✓
Technical Phone Support	✓
ACR Support Package MR	✓
Accredited Self Study Program	Qty 1
Enhanced Virtual Learning Sub	Qty 1
Real Time Monitoring M-F 7am-10pm ET	✓
Guardian Pro MR	✓
Continuous Effort	✓
General Spare Parts Coverage	✓
No Consumable Coverage	✓
PM's performed outside PCP weekdays	✓
Coil Coverage	✓
MMA and Helium	✓
Cryocare	✓
No Chiller Coverage	✓

This pricing is only valid if signed prior to the expiration of your existing service contract.

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



Proposal # 1-YEF8IH

Item #2:

Equipment:	SOMATOM Definition AS40		
Equipment Location:	TAMU VET MED TEACHING HOSPITAL		
Address:	500 RAYMOND STOTZER PKWY RM 120, COLLEGE STATION, TX 77843-4457		
Functional Location: 400-386333	Service Quote Nr: 1-XAF0VO Rev 0	Equipment Quote Nr:	Payment Frequency: Monthly
Service Agreement: Select contract	Contract Start: 9/1/2022	Contract End: 8/31/2027	Annual Price: \$103,280

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

Coverage applies during the Contract Period as indicated:	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F
Uptime Guarantee	98%
Phone Response	30 min
On-Site Response	4 hours
Parts Order Requirement	noon
Parts Delivery	Same Day
2nd Step EVOLVE Definition AS VA4x to VB20	✓
X-Ray Tube Coverage Unlimited	✓
Guardian Pro with TubeGuard	✓
Real Time Monitoring M-F 7am-10pm ET	✓
Water/Air Cooling System	✓
Smart Remote Services	✓
CT Detector Coverage	✓
Safety Checks	✓
Planned Maintenance	✓
Quality Assurance	✓
Updates	✓
Technical Phone Support	✓
Labor	✓
Travel	✓
General Spare Parts Coverage	✓
Application Hotline Phone Support	✓
teampay Fleet Access	✓
No Consumable Coverage	✓
Enhanced Virtual Learning Sub	Qty 1
Accredited Self Study Program	Qty 1
PM's performed outside PCP weekdays	✓
Continuous Effort	✓

This pricing is only valid if signed prior to the expiration of your existing service contract.

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



Proposal # 1-YEF8IH

Item #3:

Equipment:	STELLANT D		
Equipment Location:	TAMU VET MED TEACHING HOSPITAL		
Address:	500 RAYMOND STOTZER PKWY RM 120, COLLEGE STATION, TX 77843-4457		
Functional Location: 400-386337	Service Quote Nr: 1-XAF0VO Rev 0	Equipment Quote Nr:	Payment Frequency: Monthly
Service Agreement: OEM contract	Contract Start: 9/1/2022	Contract End: 8/31/2027	Annual Price: \$4,680

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

Coverage applies during the Contract Period as indicated:	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F
On-Site Response	1 Business Day
Planned Maintenance	✓
Labor	✓
General Spare Parts Coverage	✓
Travel	✓
Hardware Updates/Upgrades	✓
Software Updates	✓

This pricing is only valid if signed prior to the expiration of your existing service contract.

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

Glossary

Deliverables	Description
2nd Step EVOLVE Definition AS VA4x to VB20	At least 1 software upgrade to the next syngo level; also, 1 hardware upgrade to the main system and, if existent, the connected syngo CT Workplace. Contract including syngo Evolve for connected syngo CT Workplace must be purchased if purchased on the main system to ensure compatibility. syngo MultiModality Workplace and refurbished systems excluded in all cases.
9130 UPS Coverage	If selected, covers the 9130 UPS and extended battery module on all contracts having full parts coverage. For contracts including a parts allowance, the UPS will be applied toward the parts allowance. For contracts without any parts coverage, the replacement UPS will be billed with a 15% discount.
Accredited Self Study Program	This accredited self-study program provides the latest trends in imaging. These hot topic review articles will be mailed directly to your institution and will provide up to 24 Category A Continuing Education Credits fully recognized by ARRT and NMTCB. A comprehensive study guide accompanies each article to help ensure focus on technologist-relevant information.
ACR Support Package MR	This ACR accreditation assistance package includes a remotely executed pre-submission system quality check to evaluate the readiness of one applicable Siemens system to acquire images for ACR accreditation. Supporting deliverables include an accreditation eBook aligned to the applicable Siemens system and Siemens operating system nomenclature, workflow templates and/or phantom acquisition protocols containing imaging acquisition tips relative to the ACR accreditation process. Additionally, unlimited technical and clinical applications phone support pertaining to the system readiness and deliverables described above, performed by the Customer Care Center during normal hours of operation M-F 8-8PM EST during the term of this engagement agreement. Customer is responsible for applying for accreditation, and all tasks and costs related to the application and acquiring the ACR phantom, collecting images, working with and communicating with the ACR. Numerous factors determine whether a site receives ACR accreditation. Therefore, Siemens does not guarantee a site will receive ACR accreditation.
Application Hotline Phone Support	Siemens Customer Care Center Clinical Applications Phone Support is provided with this contract during modality specified hours, call 1-800-888-7436 with your questions and to receive direct access to a Clinical Education Specialist.
Coil Coverage	Covers the repair and replacement of Siemens coils (Third Party coils are not covered, i.e. Invivo 4 Channel wrist array, lower extremity, knee array, 7-channel Breast, 4 ch. Small Extremity coil, 8-channel Shoulder) If your service contract has a parts allowance, the coils will be deducted from the parts allowance. If you do not have parts coverage, repair or replacement of a coil will be a billable charge.
Continuous Effort	In room-down/system-down situations, on-site work will continue past the contract Principal Coverage Period (PCP), up to 7 days a week (if PCP weekend coverage is selected), at no additional charge until the system is repaired, but not later than 1:00 a.m. local time. Continuous Effort applies only when a CSE has been on-site for at least one (1) hour prior to the end of the PCP. In such a case, Continuous Effort shall begin at the end of the same day PCP and end at 1 a.m. the following calendar day. Continuous Effort shall resume in the early phase of the next PCP period or next day. Work can also resume a later time with the consent of the Customer.
Cryocare	Maintenance of the refrigeration system. Includes parts and labor to maintain the Helium Compressor, high pressure gas lines and Cold head.
CT Detector Coverage	Repair and maintenance coverage of UFC (Ultra Fast Ceramic) multislice spiral CT Detector.
Enhanced Virtual Learning Sub	This 12 month multi-modality subscription provides access for imaging professionals to receive additional educational content. This high-value content includes step-by-step performance-enhancing videos, a minimum of 6 one-hour on-demand webinars covering current clinical and industry topics, and access for up to 24 CEUs via your PEPconnect Virtual Wallet. The on-demand webinars are recorded and posted on a regular basis over the term of the subscription and are available for unlimited viewing once posted. Imaging professionals must be logged into PEPconnect (Siemens' online learning platform) to be eligible to receive the CEUs. PEPconnect provides access to all online and virtual training with a wide variety of product-specific, clinical and job-relevant courses. This educational offering must be completed 12 months from purchase date. If training is not completed within the applicable time period, Siemens obligation to provide the training will expire without refund.
Evolve Express VB19	At least 1 software upgrade to the next syngo level; also, 1 hardware upgrade to the main system and, if existent, the connected syngo MR Workplace. Contract including syngo Evolve for connected syngo MR Workplace must be purchased, if purchased on the main system, to ensure compatibility. syngo MultiModality Workplace and refurbished systems excluded in all cases.
General Spare Parts Coverage	Includes replacement of standard spare parts. Excludes Consumables (batteries, leads, padding, storage media, cassettes, radioactive sources, etc.), Glassware; MR Surface and specialty coils (knee, head, etc.); MR MMA, cryocare and helium; high-Vacuum components including Magnetron, Klystron and Thyatron, Waveguide; shock wave components, Transducers, TEE's and Specialty Probes, Flat Panel Detectors, MMLC, Van System coverage, PACS related systems and non-Siemens parts such as VCR, injector, laser printer, tables/table tops, chiller etc.) unless specifically identified in Exhibit A. Excludes parts defective due to "acts of God", abuse, misuse, neglect, thermal and shock.



Deliverables	Description
Guardian Pro MR	Remote, proactive monitoring of system performance from the Customer Care Center, for the purpose of resolving abnormalities before malfunctions occur. Includes evaluation and telephone response to critical situations within 15 minutes. Requires SRS. See Exhibit A for a complete list of deliverables.
Guardian Pro with TubeGuard	Remote, proactive monitoring of system performance from the Customer Care Center, for the purpose of resolving abnormalities before malfunctions occur. Includes evaluation and telephone response to critical situations within 15 minutes. Requires SRS. See Exhibit A for a complete list of deliverables. Includes Tube Guard for remote tube monitoring services, notification of probable tube failure, and scheduling of tube replacement prior to failure. In the event a failure occurs without notification, Customer will receive full credit for Tube Guard coverage, limited to \$2,500 during a 12-month period and tube replacement will be in accordance with purchased coverage under this service agreement, if applicable. Customer agrees to provide reasonable and timely access to the system for purposes of replacing the tube.
Hardware Updates/Upgrades	Covers hardware updates and technical support.
Labor	Unlimited coverage of on-site labor during the Principal Coverage Period indicated. Preferred labor rates for billable service outside of Principal Coverage Period (at current prevailing tiered rates).
MMA and Helium	Covers parts and labor associated with maintaining the magnet refrigeration system (CryoCare) and ancillary magnet parts. Included: <ul style="list-style-type: none"> - Coverage of burst disc, vent kit, valves, MSUP, Adsorber, helium compressor, high pressure gas lines and cold head. - Performance of the Emergency Run Down Unit (ERDU) test in accordance with OEM specifications. - The supply of cryogenics (liquid helium) and labor to maintain magnet levels according to OEM guidelines. <p>If the magnet refrigeration system shuts down due to issues with power quality, chilled water, or other external factors, then cryogen usage will increase and additional charges may apply for cryogen refills and any resulting damages caused to system components. Cryogen fills to recover from a customer caused quench will be chargeable. Customer initiated helium fills that exceed factory recommended target levels for operation are also excluded, as are any expedited fees for short notice fills if required by the customer.</p> <p>Excluded: Magnet system replacement.</p>
No Chiller Coverage	Upon selection not to purchase chiller coverage for the associated MR equipment covered by this Agreement, the Customer agrees that all repair costs for service and maintenance of the chiller will be the Customer's responsibility, as well as any service, maintenance, or cryogen refills for the MR equipment due to issues with the chiller.
No Consumable Coverage	Upon selection to not have consumable coverage, customer agrees to supply at his/her own expense consumables, such as but not limited to, batteries, leads, padding, storage media, cassettes, etc. Full list of consumables covered can be found on teamplay Fleet customer portal: fleet.siemens-healthineers.com .
On-Site Response	If Siemens provides remote diagnostic support that either provides immediate resolution of the service event or renders it unnecessary to send a service engineer on-site, then communication of these steps within the 4 hours guarantee will be sufficient. If Customer refuses remote support or SRS connection is unavailable, the response time guarantee is voided. Siemens guarantees on-site service engineer arrival within 4 hours after an initial remote diagnostic evaluation, for a service event that requires on-site support to complete the evaluation. If remote support identifies required spare parts as a portion of the maintenance and repair, on-site response will be coordinated with the arrival of the required spare parts. On-site response applies in system/room down situations only, as defined in the General Terms and Conditions under Response Time Guarantee.
Parts Delivery	Spare parts arrival for on-site repair of room-down/system-down is typically the Same Day following the time the parts order is submitted.
Parts Order Requirement	Parts order must be placed with Siemens by noon (Customer's local time) in order to receive Parts Delivery commitment as specified.
Phone Response	30-minute maximum phone response time by Siemens Customer Care Center personnel or service engineer to provide status of a service call during Principal Coverage Period.
Planned Maintenance	Preventive services carried out in accordance with the equipment's specific maintenance plan. This includes: tracking and scheduling of required maintenance tasks; exchange of wear and tear parts according to maintenance plan; care measures; adjustments to factory specifications; verification of specified performance and functionality; documentation and detailed protocol of system condition.



Deliverables	Description																																																
PM's performed outside PCP weekdays	Siemens will coordinate planned maintenance in accordance with the manufacturer's recommendations outside the PCP hours indicated in Exhibit A, on Weekdays only, between the hours of 6AM to 2AM Local Time.																																																
Principal Coverage Period	Specific 14-hour period during which agreed-upon services are provided, as noted above.																																																
Quality Assurance	Quality Assurance tasks are performed to keep the system within the quality specifications as issued by the relevant Equipment's specifications. They consist of Tracking and scheduling of required quality assurance tasks Check of measuring and image quality parameters Verification of specified quality parameters Adjustments to factory quality specifications Documentation and detailed quality report of system condition																																																
Real Time Monitoring M-F 7am-10pm ET	Real time event monitoring of a system by a Siemens engineer. Customers will be notified of critical events and action for resolution within 15 minutes of event occurring. Events of non-critical nature will be stored for trending purposes enabling predictive analysis for potential future failures. Siemens will respond to trends and schedule service accordingly.																																																
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of Tracking and scheduling of required tests Mechanical Safety Checks (e.g. mechanical movements etc.) Electrical Safety Checks (e.g. leakage currents, insulation etc.) Reporting of findings and results																																																
Smart Remote Services	Smart Remote Services – the efficient and comprehensive infrastructure for medical equipment-related remote services – combines high-tech medical engineering with state-of-the-art information technology. Services, which formerly required on-site visits, are now available via data transfer. SRS enables both Core Services (which are included as part of our standard service agreements), as well as optional services (called Enhanced Productivity Services - EPS). A VPN connection is required.																																																
Software Updates	Includes software updates.																																																
syngo Remote Assist Hotline Support	Allows Siemens to connect to your Siemens Imaging Console and provides you with direct real time support. Available for Tim Class MRI Systems with software version VB17 or VC13, AND Definition Class CT Systems. Requires a Siemens remote service connection.																																																
teampay Fleet Access	teampay Fleet portal provides most relevant equipment information, including contract duration and service level agreement across your entire institution and multiple locations. Access includes documents, online training courses provided by PEConnect and smart connection to other teampay applications across any of Siemens Healthineers imaging, laboratory and software solutions.																																																
Technical Phone Support	<p>Access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support is available during Core Modality Hours. Technical support resources will be available outside of Core Modality Hours on an on-call basis during the On-Call Hours specified by modality. Telephone response times cannot be guaranteed outside of Core Modality Hours. All modality hours are listed below (and can also be found on teampay Fleet: fleet.siemens-healthineers.com) and are subject to change.</p> <table border="1"> <thead> <tr> <th>Modality</th> <th>Core Modality Hours (CMH)</th> <th>On-Call Hours (EST)</th> <th>On-Call Hours (EST)</th> </tr> </thead> <tbody> <tr> <td>AT AX</td> <td>7:00a - 7:00p M-F</td> <td>24x7 outside CMH</td> <td></td> </tr> <tr> <td>AT SU</td> <td>8:00a - 6:00p M-F</td> <td>N/A</td> <td></td> </tr> <tr> <td>AT ECS</td> <td>8:00a - 6:00p M-F</td> <td>6:00p - 12:00a M-F</td> <td></td> </tr> <tr> <td>CT</td> <td>7:00a - 1:00a M-F</td> <td>7:00a – 5:00p Sat-Sun</td> <td>24x7 outside CMH</td> </tr> <tr> <td>MI PET</td> <td>6:30a – 10:00p M-F</td> <td>7:00a – 3:00p Sat-Sun</td> <td>6:30a – 10:00p Holidays</td> </tr> <tr> <td>MI SPECT</td> <td>7:00a - 8:00p M-F</td> <td>8:00p - 12:00a M-F 7:00a – 5:00p Sat-Sun</td> <td>6:00a – 12:00a Holidays</td> </tr> <tr> <td>MI PCL</td> <td>8:00a - 6:00p M-F</td> <td>N/A</td> <td></td> </tr> <tr> <td>MR</td> <td>6:30a - 9:00p M-F</td> <td>7:00a – 5:00p Sat</td> <td>24x7 outside CMH</td> </tr> <tr> <td>ULT</td> <td>7:30a - 8:00p M-F</td> <td>8:00a – 11:00p M-F</td> <td>8:00a – 8:00p Sat-Sun</td> </tr> <tr> <td>XPRF</td> <td>8:00a - 7:00p M-F</td> <td>7:00a – 12:00a M-F</td> <td>8:00a – 8:00p Sat-Sun</td> </tr> <tr> <td>XPWH, XPU, XPSu</td> <td>8:00a – 5:30p M-F</td> <td>5:30a – 12:00a M-F</td> <td>8:00a – 8:00p Sat-Sun</td> </tr> </tbody> </table>	Modality	Core Modality Hours (CMH)	On-Call Hours (EST)	On-Call Hours (EST)	AT AX	7:00a - 7:00p M-F	24x7 outside CMH		AT SU	8:00a - 6:00p M-F	N/A		AT ECS	8:00a - 6:00p M-F	6:00p - 12:00a M-F		CT	7:00a - 1:00a M-F	7:00a – 5:00p Sat-Sun	24x7 outside CMH	MI PET	6:30a – 10:00p M-F	7:00a – 3:00p Sat-Sun	6:30a – 10:00p Holidays	MI SPECT	7:00a - 8:00p M-F	8:00p - 12:00a M-F 7:00a – 5:00p Sat-Sun	6:00a – 12:00a Holidays	MI PCL	8:00a - 6:00p M-F	N/A		MR	6:30a - 9:00p M-F	7:00a – 5:00p Sat	24x7 outside CMH	ULT	7:30a - 8:00p M-F	8:00a – 11:00p M-F	8:00a – 8:00p Sat-Sun	XPRF	8:00a - 7:00p M-F	7:00a – 12:00a M-F	8:00a – 8:00p Sat-Sun	XPWH, XPU, XPSu	8:00a – 5:30p M-F	5:30a – 12:00a M-F	8:00a – 8:00p Sat-Sun
Modality	Core Modality Hours (CMH)	On-Call Hours (EST)	On-Call Hours (EST)																																														
AT AX	7:00a - 7:00p M-F	24x7 outside CMH																																															
AT SU	8:00a - 6:00p M-F	N/A																																															
AT ECS	8:00a - 6:00p M-F	6:00p - 12:00a M-F																																															
CT	7:00a - 1:00a M-F	7:00a – 5:00p Sat-Sun	24x7 outside CMH																																														
MI PET	6:30a – 10:00p M-F	7:00a – 3:00p Sat-Sun	6:30a – 10:00p Holidays																																														
MI SPECT	7:00a - 8:00p M-F	8:00p - 12:00a M-F 7:00a – 5:00p Sat-Sun	6:00a – 12:00a Holidays																																														
MI PCL	8:00a - 6:00p M-F	N/A																																															
MR	6:30a - 9:00p M-F	7:00a – 5:00p Sat	24x7 outside CMH																																														
ULT	7:30a - 8:00p M-F	8:00a – 11:00p M-F	8:00a – 8:00p Sat-Sun																																														
XPRF	8:00a - 7:00p M-F	7:00a – 12:00a M-F	8:00a – 8:00p Sat-Sun																																														
XPWH, XPU, XPSu	8:00a – 5:30p M-F	5:30a – 12:00a M-F	8:00a – 8:00p Sat-Sun																																														



Deliverables	Description
Travel	Includes travel time for Customer Service Engineer to and from Customer's site. Subject to change to reflect currently prevailing rates, if occurring outside of the Principal Coverage Period indicated.
Unlimited Exams	Coverage includes an unlimited number of Patient Exams per year.
Updates	Modifications or reliability enhancements to equipment includes two types: Mandatory (safety and performance-related update instructions) and Non-mandatory (reliability-related service instructions). Labor is included during the hours of PCP. Does not include enhancements to the operating systems or additional functionality.
Uptime Guarantee	Siemens guarantees that the Equipment will function at the minimum Uptime Performance level as specified on Exhibit A. System availability is calculated over a 12-month period, calculated over the Principal Coverage Period. Siemens Remote Services (SRS) connection via VPN broadband is required. (See Uptime Guarantee of General Terms and Conditions for further details.)
Water/Air Cooling System	Coverage of the split heat exchanger, also known as a remote cooling system, active cooling system or split chiller. (This is a Siemens unit, manufactured by Riedel.) Maintenance for this unit is included in the system service price of the service agreement and does not require the purchase of separate chiller coverage.
X-Ray Tube Coverage Unlimited	Warranty - Unlimited tube coverage provided on all CT x-ray tubes. After warranty - Annual x-ray tube coverage is unlimited scan seconds.



Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. Scope

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

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

2. Principal Coverage Period (PCP)

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

3. Replacement Parts and Labor

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

4. Planned Maintenance (PM)

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

5. Software Maintenance

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

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

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

6. Equipment; Location; Remote Access

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

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

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

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

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

7. Agreement Term; Price; Payment Terms

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

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

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

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



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

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

8. Causes for Exclusion/Separate Charges

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

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

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

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

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

9. Default

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

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

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

10. Limitation of Liability

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

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

11. Notices

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

12. Governing Law; Waiver of Jury Trial

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



13. Government Access Clause

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

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

14. Damages, Costs, And Fees

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

15. Severability; Headings

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

16. Waiver

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

17. Force Majeure

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

18. Confidentiality

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

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The receiving party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees.

19. End of Support Announcement

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

20. Removal of Equipment from Coverage

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

21. HIPAA

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

- (a) not use or disclose PHI other than as permitted or required by this Agreement or as required by law, and limit any use or disclosure of PHI to a limited data set or the minimum necessary to accomplish the intended purpose of such use or disclosure;
- (b) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI that it creates, receives, maintains or transmits on behalf of the Customer, and comply, where applicable, with the HIPAA Security Rule with respect to such electronic PHI, and otherwise use appropriate safeguards to prevent use or disclosure of PHI, other than as provided for by this Agreement;
- (c) report to Customer any use or disclosure of PHI not provided for by this Agreement, and report any security incident, of which Siemens becomes aware;
- (d) in accordance with applicable HIPAA and HITECH requirements, ensure that any subcontractors or agents to whom Siemens provides PHI received from, or created or received by Siemens on behalf of, Customer agree to essentially the same restrictions and conditions that apply to Siemens with respect to PHI and implement reasonable and appropriate safeguards with respect to PHI;
- (e) upon Customer's written request, make PHI available to the Customer as necessary for Customer to respond to individuals' requests for access to PHI about them, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;
- (f) upon Customer's written request, make PHI available to Customer for amendment and incorporate any amendments to the PHI in accordance with applicable law, provided that the PHI in Siemens' possession constitutes a Designated Record Set and Siemens has been specifically engaged by Customer to so maintain and service such PHI on behalf of Customer;
- (g) make available to Customer the information in its possession required to provide an accounting of disclosures of PHI as required by applicable law;



(h) mitigate, to the extent practicable, any harmful effect that is known to Siemens of a use or disclosure of PHI by Siemens in violation of the requirements of this Agreement or of law;

(i) provide notice of a breach of unsecured PHI to Customer without unreasonable delay, and in no case later than thirty (30) days after discovery of a breach. The notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by Siemens to have been, accessed, acquired, used, or disclosed. Siemens shall provide Customer with any other available information that Customer is required to include in notification to the Individual under applicable law;

(j) make Siemens' internal practices, books, and records relating to the use and disclosure of PHI received from Customer available to the Secretary of the United States Health & Human Services for purposes of determining Customer's compliance with applicable law; and

(k) upon expiration or termination of this Agreement, return to Customer or destroy all PHI in its possession as a result of this Agreement and retain no copies of PHI, if it is feasible to do so. If return or destruction is not feasible, Siemens agrees to extend all protections contained in this Agreement to Siemens' use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

Siemens may use and disclose PHI as necessary for Siemens to perform its obligations hereunder, and may (i) use the PHI for its proper management and administration and to carry out its legal responsibilities, (ii) disclose the PHI to a third party for Siemens' proper management and administration or to carry out Siemens' legal responsibilities, provided that the disclosures are required by law or Siemens obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under HIPAA and/or HITECH, and the third party agrees to notify Siemens of any instances in which the confidentiality of the information has been breached, (iii) provide data aggregation services related to the healthcare operations of Customer, and (iv) de-identify the PHI, and use such de-identified data, in accordance with the de-identification requirements under HIPAA.

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

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

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

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

For purposes of calculating the Uptime Performance level percentage, such computation shall be made over the PCP, to include any extended coverage hours as indicated on Exhibit A. The Equipment's Uptime Performance shall be calculated to comply with the above guidelines on an annual basis. If the Equipment's Uptime Performance level is found to be less than the guaranteed percentage, as computed in accordance with the above guidelines, Siemens will extend the term of this Agreement by seven (7) calendar days (30 calendar days for Oncology Care Systems) for every percentage point (rounded to the nearest percent) below the guaranteed percentage. These days will be added at the end of the term of this Agreement. For example, if the guaranteed percentage is 97%, then 96% Uptime Performance would result in an extension of seven (7) calendar days and 95% Uptime Performance would result in an extension of fourteen (14) calendar days. The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Siemens' failure to meet the Uptime Performance Guarantee.

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

The Customer agrees to allow connection to Smart Remote Service diagnostic equipment, where available, for the Equipment covered by this Agreement. Smart Remote Service (SRS) is required for SRS-capable systems. The Uptime

Performance Guarantee shall be void if the SRS connection is not provided and available 24 hours per day, 7 days a week.

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

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

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

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

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

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

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

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

Title to the Tools shall be and at all times remain with Siemens and Customer shall keep the same free and clear of any and all liens and claims. Customer (i) authorizes Siemens to execute in Customer's name and file (and Customer shall promptly execute, if requested by Siemens) and (ii) irrevocably appoints Siemens its agent and attorney-in-fact to execute in the name of Customer and file, with such authorities and at such locations as Siemens may deem appropriate, any Uniform Commercial Code financing statements evidencing Siemens' ownership of the Tools. Risk of loss shall pass to Customer upon delivery. Customer shall maintain at its expense adequate liability insurance with respect to its possession and use of the Tools and against all common risks (i.e., fire, flood, theft, Acts of God, etc.) for the full replacement value of the Tools. At the request of Siemens, Customer shall provide Siemens with an insurance certificate evidencing such insurance coverage.

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

Customer shall ensure that any necessary repair, modification or service to any Tool is carried out by Siemens or Siemens' designee. Siemens agrees to use its best efforts to repair the Tools as needed in a prompt and timely fashion, following a reported malfunction or defect. Customer shall not move the Tools from the



Customer's facilities identified on the front page of this Agreement. Customer shall return the Tools to Siemens in the same condition as when delivered to Customer (ordinary wear and tear excepted). Customer acknowledges the Tools constitute Confidential Information, and Customer will maintain the Tools in accordance with the Confidentiality provisions of this Agreement.

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

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

26. Non-Assignment

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

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

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

Customer shall notify the Siemens training and education coordinator, in advance, of the cancellation, in whole or in part, of any training or other educational offering, or any request to reschedule the same. The cancellation or rescheduling of any training courses and other educational offerings may be subject to the payment of a

cancellation fee. A copy of Siemens' cancellation policy is available upon request or can be found at:

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

28. Cost Reporting

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

29. Execution; Counterparts

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

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

30. Entire Agreement

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

ADDENDUM

This Addendum amends and supplements the Siemens Medical Solutions USA, Inc. General Terms and Conditions (“Agreement”), to which it is attached, between Texas A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (referred to as “Texas A&M” or “Customer”) and Siemens Medical Solutions USA, Inc. (“Siemens”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Texas A&M and Siemens may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. Section 7 Agreement Term; Price; Payment Terms. Last paragraph is deleted in entirety and replaced with the following: “Payment from Texas A&M will be due thirty (30) days from the date Texas A&M receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code.*”
3. Section 9 Default. Subsection (vii) regarding default by Customer or affiliates is deleted in its entirety and replaced with the following:

“(vii) a default by Customer under any other obligation to or agreement with Siemens or Siemens Financial Services, Inc., or any assignee of the foregoing, that relates to or involves the Equipment that is the subject matter of this Agreement (e.g., a lease, rental agreement, promissory note, license agreement or purchase contract); or”

Further, the section stating occurrences upon event of default, subsection (i), delete “and any and all other agreements between the parties”; subsection (ii)(b) and (ii)(c) and subsection (iv) are deleted in their entirety and replaced with the following:

“(b) if awarded by a court of competent jurisdiction, liquidated damages (and not a penalty), in an amount equal to 25% of the remaining payments due under this Agreement from the date of termination through the scheduled expiration of the term of this Agreement, and (c) if awarded by a court of competent jurisdiction, costs and expenses of collection,... and/or (iv) if permitted under applicable law, commence collection actions (including court actions) for all sums due under this Agreement.”

4. Section 10 Limitation of Liability. Customer agrees to the limitation of liability provisions of this Section 10 to the extent permitted by the Constitution and laws of the State of Texas and without waiving its sovereign immunity.
5. Section 11 Notices. The following is added to this section:
Notwithstanding the foregoing, notice to Texas A&M should be addressed as follows:

Texas A&M:

Texas A&M University
Teaching Hospital
4464 TAMU
College Station, Texas 77843
Attention: Suprena Bennett

Telephone: 979-862-2065
Email: suprenab@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Executive Director
Telephone: 979-845-0099
Email: contracts@tamu.edu

6. Section 12 Governing Law; Waiver of Jury Trial. This section is deleted in its entirety and replaced with the following: “The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M’s governing officer is located.”
7. Section 14 Damages, Costs And Fees. Customer agrees to this Section 14 to the extent permitted by the Constitution and laws of the State of Texas and without waiving sovereign immunity.
8. Section 17 Force Majeure. This section is deleted in its entirety and replaced with the following: “Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).”
9. Section 18 Confidentiality. Customer agrees to the second paragraph of this Section 18 to the extent permitted by the Constitution and laws of the State of Texas and without waiving its sovereign immunity. Additionally, in the first sentence of the second paragraph of Section 18 the word “obtain” is replaced with the word “seek” and in the last sentence of the second paragraph the words “and all reasonable attorneys’ fees” are deleted in entirety.

The following is added to Section 18: Siemens acknowledges that Texas A&M is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Texas A&M’s written request, Siemens will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of Texas A&M. Siemens acknowledges that Texas A&M may be required to post a copy of the fully executed Agreement on its Internet website in compliance

with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Siemens agrees that this Agreement can be terminated if Siemens knowingly or intentionally fails to comply with a requirement of that subchapter.”

10. Section 20 Removal of Equipment from Coverage. The final sentence of this Section 20 is deleted in entirety beginning with the words “In addition, if the Customer sells or otherwise transfers...” and ending with the words “through the scheduled expiration of the term of this Agreement.”
11. Section 23 Response Time Guarantee. The last sentence regarding the limitation of Customer remedy is accepted to the extent permitted by the Constitution and laws of the State of Texas and without waiving its sovereign immunity.
12. Section 24 Tool and Test Access. The last two sentences of this Section 24 are deleted in entirety and replaced with the following: “Siemens acknowledges that, because Customer is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of Customer or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers’ Compensation Insurance coverage for employees of Customer is provided by the A&M System as mandated by the provisions of Chapter 502, *Texas Labor Code*. Customer shall have the right, at its option, to (a) obtain liability insurance protecting Customer and its employees and property insurance protecting Customer’s buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by Customer as a result of its operations under this Agreement.”
13. The following language is added to the Agreement:

Delinquent Child Support Obligations. Under Section 231.006, *Texas Family Code*, Siemens certifies that Siemens is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Siemens agrees that any payments owing to Siemens under this Agreement may be applied directly toward certain debts or delinquencies that Siemens owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, Siemens certifies that Siemens is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M and Siemens to attempt to resolve any claim for breach of contract made by Siemens that cannot be resolved in the ordinary course of business. Siemens shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine Siemens’s claim and any counterclaim and negotiate with Siemens in an effort to resolve the claim.

Access by Individuals with Disabilities. If determined to be applicable by Texas A&M, Siemens shall address all required technical standards (WCAG 2.0, Level AA) (the “Accessibility Standards”) by providing a Voluntary Product Accessibility Template (“VPAT”) attesting to the accessible features and capabilities of any electronic and information resources (as defined in Title 1, Chapter 213 of the *Texas*

Administrative Code) and associated documentation and technical support (collectively, the “EIR”) or provide a similarly-formatted document as the VPAT attesting to the EIR’s accessible features and capabilities. Texas A&M may test the EIR to ensure the accuracy of the VPAT response regarding conformance with the Accessibility Standards. If Siemens should have known, becomes aware, or is notified that the EIR do not comply with the Accessibility Standards, Siemens shall, in a timely manner and at no cost to Texas A&M, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, or upgrading the EIR, or providing a suitable substitute.

Conflict of Interest. By executing and/or accepting this Agreement, Siemens and each person signing on behalf of Siemens certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Certification Regarding Boycotting Israel. To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Siemens certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the Term of this Agreement. Siemens acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Siemens certifies Siemens is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Siemens acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. Pursuant to *Texas Government Code* Chapter 2274 and if applicable, Siemens certifies that Siemens (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association.

Certification as to Boycotting Energy Companies. Pursuant to *Texas Government Code* Chapter 2274 and if applicable, Siemens certifies that Siemens does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. For purposes of this provision, “boycott energy companies” has the meaning provided in *Texas Government Code* Section 809.001.

Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, *Texas Government Code*, Siemens certifies that Siemens is not ineligible to receive this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Not Eligible for Rehire. Siemens is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Texas A&M becomes aware that Siemens has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M.

Franchise Tax Certification. If Siemens is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Siemens certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Siemens is exempt from the payment of franchise (margin) taxes.

Loss of Funding. Performance by Texas A&M under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, Texas A&M will issue written notice to Siemens and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Siemens acknowledges that appropriation of funds is beyond the control of Texas A&M.

State Auditor’s Office. Siemens understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Siemens agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Siemens will include this provision in all contracts with permitted subcontractors.

Non-Waiver. Siemens expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

Representations & Warranties. If Siemens is a business entity, Siemens warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Siemens has been duly authorized to act for and bind Siemens.

Criminal Background Check. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Siemens who conducts business pursuant to this Agreement on the campus of Texas A&M.

Siemens Insurance. Siemens shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M. By requiring such minimum insurance, Texas A&M shall not be deemed or construed to have assessed the risk that may be applicable to Siemens under this Agreement. Siemens shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Siemens is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M at least ten days before the effective date of the cancellation.

A. **Worker's Compensation**

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	1,000,000 Disease/Employee
	1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

B. **Automobile Liability**

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

C. **Commercial General Liability**

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures Siemens' or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. **Umbrella Liability Insurance** \$5,000,000

E. Siemens shall deliver to Texas A&M evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Siemens under this Agreement. Siemens shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

F. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents, The Texas A&M University System, and Texas A&M University as additional insureds up to the actual liability limits of the policies maintained by Siemens. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.

G. All insurance policies must be endorsed to provide a waiver of subrogation in favor of The Texas A&M University System Board of Regents, The Texas A&M University System, and Texas A&M University.

H. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.

I. Intentionally omitted.

J. Certificates of insurance and additional insured endorsements as required by this Agreement must be mailed, faxed, or emailed to the following Texas A&M contact:

Department of Contract Administration
Texas A&M University
1182 TAMU
College Station, Texas 77843-1182
Email: contracts@tamu.edu

K. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by Texas A&M in writing.

ACCEPTED & AGREED:

TEXAS A&M UNIVERSITY

**SIEMENS MEDICAL SOLUTIONS
USA, INC.**

DocuSigned by:

D8AD0A8A3B00445...
Signature

DocuSigned by:

F0D6EDCE8FC3461...
Signature

John W. Crawford
Name

Adam Brady
Name

Chief Financial Officer
Title

Title

9/30/2022 | 2:40:02 CDT
Date

9/30/2022 | 2:40:48 CDT
Date