



CANON MEDICAL SYSTEMS USA, INC.

Made For life

QUOTATION/ORDER SUMMARY

DATE: 12/12/2022
SID #: 30083324
QUOTE #: 169961-1

PRESENTED TO:

SOUTH CAMERON MEMORIAL HOSPITAL
5360 W CREOLE HWY
CAMERON, LA. 70631

SOLTUS-450/2.000

MOBILE SOLTUS 450 DIGITAL X-RAY SYSTEM

SPECIAL INFORMATION & TERMS

- If this quotation is not accepted by December 30, 2022, Canon Medical Systems USA, Inc. reserves the right to cancel this quotation.

This quotation shall remain valid until December 30, 2022.

All prices are F.O.B. destination.

Payment terms are: Cash - 10% down payment, 70% upon shipment, 20% net 30 days upon completion of installation and/or availability for first use, whichever is earlier.

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

ACCEPTED AGREED AND ORDERED:

PURCHASER'S SIGNATURE/TITLE

DATE

CANON MEDICAL SYSTEMS REP

DATE

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



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EQUIPMENT SUMMARY:

SOLTUS-450/2.000

MOBILE SOLTUS 450 DIGITAL X-RAY SYSTEM

<u>PART NUMBER</u>	<u>QTY</u>	<u>DESCRIPTION</u>
SOLTUS450/40KW.100	1	MOBILE SOLTUS 450 DIGITAL 40KW X-RAY PACKAGE
	1	STANDARD TELESCOPIC TUBE COLUMN WITH RFID (PURCHASE ITEM)
	50	PLASTIC BAG FOR DETECTOR
	1	NE V2.19 (INTANGIBLE) SOFTWARE WITH SCATTER CORRECTION
	1	MCAfee 3 YEAR MAINTENANCE AND SUPPORT LICENSE
	2	ID CARD (10PACK) WITH CMSU BRANDING
	1	~STANDARD APPLICATIONS TRAINING
CXDI-702C-PP-KIT.100	1	CXDI-702C 14" X 17" KIT WITH 1 YR PROTECTION PLUS
	1	CXDI-702C 14" X 17" WIRELESS DIGITAL DETECTOR
	1	PROTECTION PLUS - YEAR 1
PDR70C-K1483240C	1	702CW SNAP ON GRID (8:1/132/40"-72")

TOTAL QUOTE PRICE
Applicable Sales Tax Additional

\$92,350.00



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FINANCE OPTIONS:

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

CANON MEDICAL FINANCE USA OFFERINGS:

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

CANON MEDICAL FINANCE USA BENEFITS:

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

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

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

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

COMPONENT SUMMARY:**PART NUMBER QTY DESCRIPTION**

SOLTUS450/40KW. 1 MOBILE SOLTUS 450 DIGITAL 40KW X-RAY PACKAGE
100

The Soltus 450 Mobile Digital X-Ray System incorporates a telescopic column for safe and easy transport and effortless positioning. Its performance and features offer many advantages for highly productive environments such as hospitals, clinics, and university medical centers.

Ease Of Use

- Secondary drive controls on the collimator handles allow positioning without the need to return to the main console
- Collimator features an LED bulb, laser alignment markers for SID accuracy, and selectable copper filtration
- LED exposure status indicator light
- Capacitive touch technology for effortless drivability
- 19" Display with multi touch functionality

Productivity & Workflow

- Canon CXDI Control Software NE and Canon CXDI Digital Detector help provide delivery of high-resolution images at fast preview times
- Patented Enhanced Workflow feature, gives the ability to access hospital HIS/RIS/PACS systems at bedside for fast exam turnaround times
- Integrated charging for 1 CXDI-710, CXDI-702, CXDI-410, or CXDI-402 detector panel
- Dual battery configuration on mobile allows for distributed power to the drive motors, as well as the generator
- Patented wireless Distributed Antenna System (DAS) can increase wireless range 40% over single access point systems

Safety

- System access restricted by protected ID card log in
- Mechanical, counter-balanced telescopic tube column provides effortless positioning, without draining the battery
- Built-in disaster recovery capability that helps to restore the mobile's hard drive quickly

CXDI Control Software NE

- Advanced Edge Enhancement feature enhances fine lines for accurate viewing of PICC lines, catheters, etc.
- Incremental image rotation to easily orientate images
- CXDI Control Software NE with Windows 10 Pro is ATO Certified
- Supports Windows® Defender. Supports anti-virus software.
- Custom designed advanced WiFi system - 802.11a/b/g/n Dual band (2.4-5.0 GHz) wireless transmission of images from PC to network storage (PACS) or print location and wireless access to DICOM worklist.

System Features

- Battery Assisted High Frequency Monoblock Generator and Tube head
- Microprocessor Controlled
- Tube overload protection continuously monitors the remaining X-Ray Tube Heat Units
- Anatomical Programmer APR with more than 500 program capability.
- Automatic selection of the radiographic parameters programmed (kVp, mA, time or mAs and focal spot, with patient size and anatomical area selected).
- Power 40 kW. According to IEC
- The kVp range is from 40 kVp to 150 kVp in 1 kVp Steps.
- The mA range is from 10 to 500 mA in Renard scale: 10, 12.5, 16, 20, 25, 32, 40, 50, 63, 80, 100, 125, 160, 200, 250, 320, 400, 500 mA
- The mAs range is 0.1 to 500 mAs.
- User Friendly Touch Control Panel with Digital Displays for kVp, mAs, mA and time.
- Two step Hand switch for preparation and exposure.
- Audible and light indication for x-ray exposure.
- Line requirement: 110/230 VAC single phase $\pm 10\%$
- Lead Acid Batteries
- LED Collimator Field Light with User-Controlled On/Off
- Green/Yellow/Red Battery Monitor System
- 19" Touch-Screen Console
- Parallel Charging allows for mobile to remain on while charging
- Expose while plugged in (technologist must be logged in) for redundancy and disaster recovery
- 300KHU 0.7 - 1.3 Focal Spot X-Ray Tube
- Charging for 1 large Canon CXDI Detector
- Quick charging, full recharge in <3 hours from zero
- Indicator lights for when battery is charging and fully charged

Productivity & Workflow:

- Patented design of the Enhanced Workflow makes the system capable of concurrently running any third party application such as Cerner, Epic or client PACS (Customer to supply software for third party applications)
- Easily toggle between Canon NE application and third party applications
- Integrated Touch Pad to add mouse functionality for third party applications
- Secure Mode: Operator log-in/password required (user authentication); auto time-out with log-in to last screen viewed
- ID Card Log in Feature, Includes: ID Card Reader, 20 ID Cards
- Detector Warm-up time: None.

TUBE STAND COLUMN MOBILE UNIT:

- Telescopic Tube Column
- Max SID is (2020 mm) 80" to floor

- Max Arm extension is (1220 mm) 48" from edge of column
- Arm Travel Vertical is (1490 mm) 58" from min to max
- Column rotation on base 317° from park
- Tube Tilt $\pm 120^\circ$
- Tube rotation $\pm 180^\circ$
- Collimator rotation $\pm 90^\circ$
- Motorized Unit. 5.5 km/h Speed. Pressure Sensitive Moving System (Patent).
- Independent Motors for each wheel. Forward and backward movement.

Wireless Access Point

- Transmits image from CXDI Wireless Detector to on-board Control PC
- Non-broadcasting, one-to-one paired with Canon CXDI Wireless detectors only ensures Secure Wireless Communication between Detector and Access Point

Image Acquisition

- Programming: Unlimited anatomically programmed acquisition settings; user customizable to include annotation, orientation, patient demographics display location, and pre-selected basic and enhancement processing
- Reject/Retake: Reject, Retake, Un-Reject, Reject reason labeling with free or pre-set annotation; Reject log can be exported as a .csv file to be used in QA management program. (Optional Reject Analysis Software is available for analysis and management reporting)
- Manage workflow, image acquisition preview, post processing functions and tools for image annotation, and image processing on a single workstation.
- Protocol Pre-Pack: Allows multiple APR views to be associated into one APR for easy grouping of views within a study
- Grid Suppression: Software-based grid suppression

Image Processing Functions

- LUT selection, Edge enhancement, Dynamic Range Adjust, Noise Reduction, Sharpness Adjust
- Measurements, Distance, Angles, Cobb Angles, Height Distance
- Rotation, Flip, Inversion(negative/positive), Panning, Brightness/Contrast, Cropping, Embedding Laterality Markers, Zoom, ROI adjustment, Histogram analysis, MTF Improvement
- Exposure Index, Target Exposure Index, and Deviation Index

Imaging Modes

- Manual imaging mode allows the user to individually select each view to be acquired for the study
- Program imaging mode uses the study information sent by the HIS/RIS to pre-configure the exam(s) to be performed
- 100 views can be acquired for a single patient

- Exams, views, and image processing can be fully customized to meet the needs of the facility

CD Archive:

- Available as network selectable storage device with DICOMDIR

Network:

- Ethernet 10/100/1000 Base T, RJ45 standard

DICOM Output:

- DICOM Store
- DICOM Print
- DICOM Modality Worklist
- DICOM MPPS and STORE COMMIT

IHE Profiles:

- Basic Security Profile option - User Authentication, Audit Log, Time Synchronization, Node Authentication

Modality Worklist

- Basic Security Profile option - User Authentication, Audit Log, Time Synchronization, Node Authentication
- Configurable to include a wide variety of patient information
- Find Mode is available and conforms to Modality Worklist SOP class(MWL)
- Pregnancy status can be received from the HIS/RIS and an alert displayed to inform the user if necessary

- 1 STANDARD TELESCOPIC TUBE COLUMN WITH RFID (PURCHASE ITEM)
- 50 PLASTIC BAG FOR DETECTOR
- 1 NE V2.19 (INTANGIBLE) SOFTWARE WITH SCATTER CORRECTION
- 1 MCAFEE 3 YEAR MAINTENANCE AND SUPPORT LICENSE
- 2 ID CARD (10PACK) WITH CMSU BRANDING
- 1 ~STANDARD APPLICATIONS TRAINING

Application Training

Phase I: This system comes with sixteen (16) hours, of on-site education provided at the customer facility during system go-live. This training is provided for up to four (4) imaging professionals, to focus on maximizing imaging techniques, protocols and system operation. Training is scheduled consecutively, Monday through Wednesday, with Monday mornings and Wednesday afternoons scheduled as travel time for the applications

specialist. Accredited for CE credits by the ASRT Education Foundation. CEU's are awarded based on student participation and provided at the discretion of the Applications Specialist.

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

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

Additional onsite training is available for purchase.

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

CXDI-702C-PP-KIT.100

1 CXDI-702C 14" X 17" KIT WITH 1 YR PROTECTION PLUS

CXDI-702C

1 CXDI-702C 14" X 17" WIRELESS DIGITAL DETECTOR

Canon CXDI-702C Wireless Digital Radiography System is an advanced wireless digital radiographic device for a broad range of radiographic applications, including trauma, ICU and bedside imaging. The shape of the detector, which is identical to that of a conventional film cassette complying with ISO4090, enables digital radiography in the existing analog radiography configuration. The sensor with 125µm pixel pitch and CsI (Cesium Iodide) used for the scintillator produces high-resolution (approx. 9.5 MP) digital images within the effective imaging area (350 x 426 mm). The Canon CXDI-702C Wireless Digital detector weight is 6.83lbs including battery pack and measures 14 in. x 17 in. In X-Ray Auto Detection mode, the CXDI-702C Wireless DR System can detect X-Rays at exposure and acquire images automatically, without the use of a typical generator interface.

It features even further weight reduction over previous detectors in the Canon CXDI series and delivers greater operability than similar existing products as a result of improved water resistance (equivalent to IPX5). The CXDI-702C Wireless Digital Detector includes built in shock detection function which detects the shock applied to the detector unit and also the free fall of the detector unit. The data saved in the detector is transferred to the PC, can be output to .csv file and used for analysis.

Includes:

- 2 - Battery Packs

1 PROTECTION PLUS - YEAR 1

Protection Plus, provides coverage for wireless detector panel models CXDI-410C, CXDI-710C, CXDI-810C, CXDI-402C, and CXDI-702C and includes drop protection. Protection Plus does not include the repair or replacement of the detector's software, power box, cables or batteries.

If the detector is damaged and cannot be repaired, the replacement fee of \$5,000 per panel will be required of the Customer. DR panels that are damaged by Customer's failure to comply with manufacturer's instructions, misuse, abuse, tampering or acts of God, are not covered and will be replaced at List Price. Detectors are subject to inspection by Canon; the Customer acknowledges and agrees that Canon has the right to deny coverage for a detector which, in Canon's sole discretion, is determined not to be eligible for replacement.

Customer acknowledges and agrees that the repair of a Covered Detector will not extend past the original Limited Warranty provided with the Covered Detector at point of sale, nor extend the Protection Plus term. In the event Customer purchases a Replacement Detector pursuant to Protection Plus, Customer will receive Canon's applicable standard Limited Warranty on such Replacement Detector; the Replacement Detector will be covered under Protection Plus for the remainder of the Protection Plus term.

PDR70C-K1483240C 1 702CW SNAP ON GRID (8:1/132/40"-72")

PRODUCT WARRANTY AND SERVICE COVERAGE**SYSTEM WARRANTY TERMS**

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

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

WARRANTY EXCLUSIONS

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

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

Warranty coverage also excludes consumables, including but not limited batteries, storage media, positioning pads, table pads, cassettes, magazines, printer consumables, and power units.

GLASSWARE WARRANTY

X-ray tubes and Image Intensifiers, are covered under separate warranties. Glassware included with the purchase of a new system is governed by the glassware warranty, described below, not the system warranty.

Glassware Type	Time-Based Warranty
X-ray tubes	12 months, non-prorated
Image Intensifiers	18 months, non-prorated

Tubes with Non-Prorated, Time-Based Warranty:

Glassware with a non-prorated warranty will be replaced during the initial warranty period at no charge to the customer. The replacement glassware carries the longer of (a) the remainder of the original warranty on the system, or (b) the remainder of the warranty specified in the table above. For example, if an image intensifier with an 18-month non-prorated warranty fails at month thirteen (13), the image intensifier is replaced at no charge and carries five (5) months of warranty.

REMEDIES

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

SOFTWARE UPDATES

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

WARRANTY SERVICE



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

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

DISCLAIMERS AND LIMITATIONS ON LIABILITY

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

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

WARRANTIES BY PRODUCT LINE

ITEM TYPE	X-RAY R/F & RAD
EQUIPMENT	12 Months
ACCESSORY OPTIONS	6 Months
REPLACEMENT & OPTIONAL PARTS*	90 Days
UPGRADE COMPONENTS	6 Months

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

TERMS AND CONDITIONS OF SALE

1. **TITLE AND RISK OF LOSS.** Title and risk of loss to the Equipment purchased under this Agreement will pass to Customer: (a) if Canon Medical Systems is to provide installation, upon Canon Medical Systems' completion of installation, or (b) if Canon Medical Systems will not provide installation, upon delivery by Canon Medical Systems to Customer.

2. **TERMS OF PAYMENT.** Prices stated are F.O.B. Customer's facility. All taxes which are payable by Canon Medical Systems in connection with the sale, use, or possession of the Equipment (excluding income taxes), will be paid by Customer in addition to the quoted price. Terms of payment will be as stated in the first page of this Quotation. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

3. **DELAYS.** If Customer changes the scheduled delivery date during the period of 120 days preceding the delivery date, Customer will nevertheless pay the installment of the purchase price which would have been payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. In addition, Customer will pay all extra costs incurred by Canon Medical Systems as a result of such delay, including, without limitation, storage and transportation. Storage fees will be charged at commercially comparable rates for storage on Canon Medical Systems' site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, except through the fault of Canon Medical Systems, the price set forth in this Agreement may be increased by Canon Medical Systems to a level equal to the prevailing price in effect at the time of the revised delivery date.

4. **EQUIPMENT INSTALLATION.** Canon Medical Systems will provide, at no additional cost, standard labor and rigging services to unload the Product from the transport vehicle and move to the final position. The shoring of floors, the widening of doorways, and other nonstandard rigging requirements will be negotiated between the Canon Medical Systems and Customer separately if it is determined they are required. Canon Medical Systems will install all Equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, painting, or all other site preparation required prior to installation and connection of the Equipment by Canon Medical Systems. Customer will provide space at the installation site for the safe storage of Canon Medical Systems' tools, test equipment and other materials used for installation at no charge to Canon Medical Systems. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. Customer acknowledges that the System and Software are designed to operate within certain power, temperature, airborne contamination, and humidity ranges. Customer will be responsible for, without limitation: (i) preparing and maintaining the Customer facility in conformance with the Site Preparation Guide; (ii) maintaining its network infrastructure; (iii) providing Canon Medical Systems, access to a network connection in or near the area of the System being serviced by the equipment service staff; and (iv) supplying computer grade AC power. The Equipment relies upon a stable grounded connection to the main power grid in order to function effectively. Customer acknowledges that AC power supply quality may be a problem in old facilities or in those facilities receiving poor quality utility service and that power conditioning may be necessary in such cases.

5. **EQUIPMENT OPERATION.** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with Canon Medical Systems' written instructions, applicable laws and regulations, and for the purposes for which such Equipment was intended.

6. **LIMITED WARRANTY AND REMEDY.** A. For the warranty period described below by product, Canon Medical Systems, as its only obligation, will replace or repair, without charge to Customer during Canon Medical Systems' normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment that is defective in materials or workmanship, provided such defect is reported to Canon Medical Systems within the warranty period. Canon Medical Systems' warranty period is as follows: (a) Systems and Major Components - one year from date of completion of installation; (b) Accessories/Options (except glassware) - six months from date of completion of installation. Components not manufactured by Canon Medical Systems will be furnished subject only to the manufacturer's warranty, if any, and without any warranty whatsoever by Canon Medical Systems. During the warranty period, Canon Medical Systems will furnish free of charge any parts, including software required to correct any defect in the Equipment or as required under applicable laws.

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

7. LATEST HARDWARE AND SOFTWARE AT TIME OF DELIVERY.

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

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

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

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

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

11. TRADE-IN. If this quotation includes the trade-in of Customer's existing equipment and the removal date of the trade-in equipment is delayed due to no fault of Canon Medical Systems or if the trade-in equipment is damaged or its condition deteriorates from the date of this quotation through the date of removal, Canon Medical Systems reserves the right to increase the pricing of the new equipment in an amount equal to the reduction in the resale price of the trade-in equipment. Customer must convey free and clear title to the trade-in equipment. If there are any liens or encumbrances on the trade-in equipment, Canon Medical Systems cannot accept the trade-in.

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

13. EXCUSED PERFORMANCES. Except for Customer's payment obligations hereunder, neither party will be liable to the other for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond such party's control, including without limitation, strikes or other labor troubles, acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by suppliers, or laws, regulations, or acts of any governmental agency.

14. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon Medical Systems. Such software is being furnished to Customer under a non-exclusive license. Customer will not, or allow others to decompile, modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without Canon Medical Systems' prior written consent. In the event a third party's software is furnished to Customer, Customer may be required to execute a software license agreement as requested by such third party as a condition to delivery and/or purchase of the third party's product. Canon Medical Systems will furnish Customer with a copy of such license agreement for its review and execution. In the event Customer sells the Equipment to a third party, the purchaser thereof will have the same rights and obligations with respect to any Canon Medical Systems software as Customer. Customer will need to make its own determination whether it needs to obtain any consent from a third party for non-Canon Medical Systems software. Any Canon Medical Informatics, Inc products quoted herein are conditioned on and subject to the Software License Agreement located at:

<https://us.medical.canon/download/CMI-Capital-License-Agreement> which is incorporated herein by reference.

15. CANCELLATION. Customer may not cancel the order subject to this Agreement except with Canon Medical Systems' prior written consent. In the event of cancellation without Canon Medical Systems' written consent, Canon Medical Systems will be entitled to recover liquidated damages in an amount equal to twenty percent (20%) of the purchase price of the Equipment

16. **ASSIGNMENT.** Neither party may assign any of its obligations under this Agreement without the prior written consent of the other party. However, some of the obligations stated in this Agreement, such as the ones relating to installation of items not manufactured by Canon Medical Systems and the warranty thereof may be performed by Canon Medical Systems' contractors or suppliers.

17. **EXPORT REGULATIONS.** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

18. **ATTORNEY'S FEES . COSTS.** In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover reasonable attorney's fees, expert fees, and court costs against the non-prevailing party.

19. **ACCEPTANCE BY CANON MEDICAL SYSTEMS.** This Quotation/Order will not be binding on Canon Medical Systems even if signed by a Canon Medical Systems' employee, until Customer's order for the Equipment is booked by Canon Medical Systems' Headquarter office.

20. **END USER CERTIFICATION.** Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for leaseback financing).

21. **ENTIRE AGREEMENT.** This quotation contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to its subject matter, including, without limitation, all different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer. The provisions of this Agreement may not be modified unless in writing and executed by both parties.