



Customer: Clay County Memorial Hospital
310 W South Street
Henrietta, Texas 7635-3346

Office: Shimadzu Medical Systems
440 Wrangler Drive, Suite 300
Coppell, Texas 75019
972-869-4228 Fax 972-906-2904

Attention: Tiffany Hoff
Radiology Director

Account Executive: Billy Russell
903-624-3396

Date: June 13, 2023

Code: Genoray C-Arm X-Ray System

This quotation is valid for (60) days.

<p>CUSTOMER ACCEPTANCE, AS QUOTED:</p> <p>THIS QUOTATION IS SUBJECT TO ALL PROVISIONS AND CONDITIONS REFERENCED IN THE ATTACHED EXHIBITS A, B AND C. Customer Requested Delivery Date: _____</p> <p>By: _____ (Signature)</p> <p>Name & Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">SHIMADZU MEDICAL SYSTEMS</p> <p>By: _____ (Signature)</p> <p>Name _____</p> <p>: _____</p> <p>Title: Sales Representative</p> <p>Date: _____</p>
<p>TERMS:</p> <p>20% due upon order acceptance 0% due upon order delivery 80% due upon installation completion Applicable taxes are additional Price Quoted is FOB customer site</p> <p>Shimadzu Medical Systems accepts credit card payment, however credit card fees will be added to the purchase price</p>	<p>WARRANTY:</p> <p>Two years parts and labor</p> <p>Warranty, 24 hours a day, Monday through Friday (excludes holidays)</p>

MODEL NUMBER AND QUANTITY	DESCRIPTION	PRICE
OSC-15	<p>C-ARM X-RAY SYSTEM (MODEL: OSCAR 15)</p> <p>Generator -Type: High Frequency Inverter, 15kW -kV range: 40-120kV (1step) -mA range: 0.2-6mA, 1-25mA(Snap shot mode) -Auto Brightness Control (ABC)</p> <p>X-ray Tube -Focal spot size: 0.3/0.6mm -Anode heat capacity: 300,000HU, Rotating anode -Target angle: 10degree</p> <p>Flat Panel Detector (CMOS) -Active Area: 100um -Resolution: 2600x2560 -Frame Rate: ~30 fps</p> <p>Collimator -Shape: Rectangular</p> <p>C-Arm Body -SID: 1000mm -Depth: 725mm -Horizontal movement: 200mm -Vertical movement: 500mm -Panning motion: 25° (+12.5°, -12.5°) -Pivot Rotation: 460° (+230°, -230°) -Orbital Rotation: 150° (+90°, -60°)</p> <p>Laser Localizer (Built-in) - Built-in, Detector side</p>	

MODEL NUMBER AND QUANTITY	DESCRIPTION	PRICE
	<p>Monitor - 43" Wide Screen monitor on Cart (Standard)</p> <p>DSA package (DSA, Roadmapping)</p> <p>AKR/DAP Package</p> <p>Applications Training, Delivery, Installation included.</p> <p>NET PRICE</p> <p>SPECIAL CUSTOMER NET PRICE</p> <p>Special Pricing Package if 3 year service contract selected, years 3,4,&5. Indicate on purchase order.</p> <p>Service plan is billed monthly/quarterly starting on the 25th month following the included 2yr (24 month)warranty. Thank you</p>	<p>\$152,000.00</p> <p>\$129,000.00</p> <p>\$124,000.00</p>

Shimadzu Extended Warranty on the Genoray Oscar 15 C-Arm

X-ray Tube, Parts, Detector and Labor included
 Coverage includes 24 hours a day, Monday through Friday with no-overtime charges with weekend and holidays excluded. Weekend and Holiday service available.
 Preventative Maintenance – 2 per year
 Unlimited 24x7 Technical Phone Support
 Unlimited OnSite Demand Calls during coverage hour

Service schedule:

Year 1 Warranty included
 Year 2 Warranty included
 Year 3 \$16,000.00
 Year 4 \$16,000.00
 Year 5 \$16,000.00

**Exhibit A
Terms and Conditions****Exhibit A Page 1 of 2****EXCLUSIVE TERMS OF SALE**

The equipment ("Equipment") and all other goods and services ("Goods and Services") described in this quotation are offered by Shimadzu Medical Systems, Inc ("Shimadzu") only on the following terms and conditions. Any additional or different terms or conditions stated in any purchase order, acknowledgement, or other document issued by Customer in connection with this quotation will have no effect and will not under any circumstances be binding on Shimadzu unless specifically accepted in writing by the President or any Vice President of Shimadzu.

Customer's signature on this quotation constitutes an agreement (1) that this quotation states the exclusive terms and conditions of the contract of sale of the Equipment and other Goods and Services to Customer and (2) that any contemporaneous or subsequent references by the parties to Customer's purchase order, acknowledgement, or other document will be effective only for Customer's administrative purposes (e.g., tracking Customer's purchases through purchase order numbers assigned by Customer's purchasing or accounting personnel).

This quotation supersedes all previous Shimadzu quotations with respect to the Equipment and other Goods and Services. There are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of these terms and conditions, except as expressly provided herein.

All sales are subject to Shimadzu management review and approval of credit and finance matters and any terms or descriptions included in this quotation by Shimadzu representatives. Shimadzu accepts Customer's down payment(s) without prejudice and subject to the foregoing rights and approvals. Down payment(s) will be refunded without interest if approval is not granted.

PRICE AND PAYMENT TERMS

The price quoted includes installation of the Equipment at the location specified on the face of this quotation. Unless otherwise indicated, the price also includes transportation of the Equipment and other Goods and Services from Shimadzu to such location. The price does not include (1) any taxes or duties (including without limitation all sales taxes on the Equipment, other Goods and Services, and freight) or (2) any handling, rigging, uncrating, storage, or other charges incidental to shipment, delivery, or installation of the Equipment or Goods and Services.

If installation of the Equipment, for any reason beyond the control of Shimadzu, is not completed within one year of the date of this quotation, then for each month (or fraction thereof) during which installation thereafter remains incomplete, the price of the Equipment and the other Goods and Services will be increased by one half percent (.5%) until installation is completed. If installation is not completed within 24 months of the date of this quotation, either (1) the price of the Equipment and other Goods and Services will be adjusted to include any increase in Shimadzu's then-current list price(s) or (2) Shimadzu may terminate this agreement without any further liability. All payments due under this paragraph are in addition to any other payments due under other terms and conditions.

If this quotation covers Equipment and other Goods and Services for more than one system, room, suite, or location, each such system, room, suite, or location will be treated as if it were the subject of a separate sale. At the time of each shipment hereunder, Shimadzu will prepare an invoice showing the price of the Equipment and other Goods and Services shipped or provided. The amount of such invoice will be paid by Customer according to the payment terms stated herein. If separate prices are not stated in this quotation for each such system, room, suite, or location, the amount to be shown in each of Shimadzu's invoice(s) with respect to such shipment(s) will be determined by multiplying the total contract price by a fraction, the numerator of which will be the higher of (1) Shimadzu's list price(s) as of the date of this quotation and (2) Shimadzu's then-current list price(s) for the Equipment and other Goods and Services identified in the invoice(s), and the denominator of which will be the total list price(s) for all of the Equipment and other Goods and Services identified in this quotation.

SHIPPING AND DELIVERY TERMS

All terms are F.O.B. place of shipment, freight prepaid and allowed. Title and risk of loss will pass to Customer upon shipment and Customer will provide insurance against such risk. Equipment will be shipped to the address indicated on the face of this quotation. Shipping dates are subject to revision by Shimadzu to adjust for future production schedule requirements.

Delivery is subject to availability and lead times required by Shimadzu's production schedule. Delivery for purposes hereof is deemed to have occurred on the earlier of the actual date of delivery or ten (10) days from the date of shipment.

Customer may request reasonable delays of the scheduled shipping date established by Shimadzu prior to the date the Equipment is shipped, provided that Customer submits its request to Shimadzu in writing at least 45 days before the scheduled shipping date, and Shimadzu consents in writing to the date requested by Customer. Shimadzu's consent will not be withheld unreasonably, but Shimadzu may (1) refuse to honor any request for delay received within 45 days of the scheduled shipping date, (2) store the Equipment at Customer's expense if Customer is unable to accept delivery on the original scheduled shipping date (or any rescheduled shipping date), and (3) invoice Customer for the Equipment as if it had been shipped on the original scheduled shipping date (and Customer will pay such invoice immediately upon receipt). If any request for delay in shipment is honored by Shimadzu, the price of the Equipment is subject to adjustment in accordance with the other terms and conditions hereof.

Shimadzu has not authorized any employee or agent to offer any shipping or delivery terms other than those appearing above.

SITE PREPARATION AND INSTALLATION

All down payments and progress payments will have been made and all applicable license agreements will have been signed by Customer before installation of the Equipment will commence.

Except as otherwise expressly provided in this section, Customer is responsible for preparing its site for installation of the Equipment. Full, free, and immediate access to the installation site (and a suitable and safe space for storage of the Equipment before installation) will be provided by Customer. Customer is responsible for having the Equipment moved from its point of delivery to the installation site. Any scaffolding, platforms, lifting equipment, rigging, building alterations, climate controls, power supplies, electrical circuits, safety switches, power outlets, conduits, wiring, structural support, utilities, plumbing, carpentry, or other work required by any applicable laws or by Shimadzu in connection with the installation of the Equipment will be provided by Customer at its own expense.

If trade unions or other third parties interfere with (or threaten to interfere with) the installation of the Equipment by Shimadzu employees, Customer is responsible for making any necessary arrangements with such parties to permit completion of the installation, all at Customer's expense.

If members of trade unions for any reason are required to install the Equipment, Shimadzu's obligation will be limited to providing engineering supervision of the installation activities.

SHIMADZU OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) IN WHICH THE EQUIPMENT IS TO BE INSTALLED, USED, OR STORED. CUSTOMER AGREES TO INDEMNIFY AND HOLD SHIMADZU HARMLESS AGAINST ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF THE CONDITION OF SUCH PREMISES (OR UTILITIES).

The equipment will be installed during normal working hours, Monday to Friday, excluding National holidays. Installation services include (1) connecting the equipment to safety switches and power outlets provided and installed by Customer prior to delivery of the Equipment and (2) testing the Equipment after installation to verify compliance with Shimadzu's published performance specifications. Installation will be considered complete for the purposes hereof upon Customer's first use of the Equipment or upon Shimadzu's verification that the Equipment substantially complies with Shimadzu's published performance specifications (Shimadzu's final invoice constituting confirmation of the same), whichever occurs first. For the purpose of commencement of any applicable warranty period, Shimadzu will maintain records reflecting the actual date installation is completed, and upon request Shimadzu will furnish Customer with written confirmation of such date.

The price includes standard installation services only. Any additional time required or delay(s) experienced in installing the Equipment resulting from the condition or location of the premises, the condition or location of power supplies, outlets, switches, conduits, wiring, or circuits, delay(s) in completing site preparation, or any similar or dissimilar cause(s) will be at Customer's own expense. Any labor in excess of standard installation services and any overtime incurred by Shimadzu employees in respect of such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to and paid by Customer at then-prevailing Shimadzu demand service rates.

Customer is responsible for obtaining all Government approvals required for the purchase, installation, and use of the Equipment, including without limitation any certificate of need and zoning variances. Customer will complete all such activities diligently, will keep Shimadzu notified periodically of the results of its efforts, and upon request will provide Shimadzu with written confirmation of such approvals.

Shimadzu has not authorized any employee or agent to offer any site preparation or installation terms other than those appearing above. The provisions of this section may be superseded only by supplemental terms and conditions ("Construction Terms") under which Shimadzu agrees to design and construct facilities into which the Equipment is to be installed. In such event, the provisions of this section will be considered as supplemental to the Construction Terms, and to the extent of any conflict between the terms and conditions of this section and the Construction Terms, the Construction Terms will govern.

DEFERRED INSTALLATION

If installation (or commencement of installation) is delayed for reasons beyond the control of Shimadzu (including without limitation Customer's not having completed site preparation requirements stated in the previous section), Shimadzu may place the Equipment in storage (in Shimadzu's facility or in a warehouse) at Customer's expense. Storage charges will be billed to Customer monthly, and Customer will pay all such invoices upon receipt. Customer also will continue to make all progress payments which may become due under the terms and conditions of this agreement during the period installation is deferred. If such delay lasts for a period of 30 days following delivery, Customer will pay Shimadzu one-half (1/2) of any balance due. If such delay continues beyond one hundred eighty (180) days after delivery, Customer will pay Shimadzu the remaining balance due.

CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT

Shimadzu may establish or change the credit and payment terms extended to Customer when Shimadzu's sole opinion Customer's financial condition or previous payment record warrants such action, and Customer's signature on this quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be reasonably required by Shimadzu to complete its credit review of Customer.

In signing this quotation, Customer grants to Shimadzu a purchase money security interest in all of the Equipment identified herein until all payments for the Equipment have been received by Shimadzu. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgage waivers, and other documents as may be required by Shimadzu, or by any of Shimadzu's assignees, to evidence or to perfect the security interest in the Equipment (if the Equipment is to be delivered to Louisiana, Customer hereby grants to Shimadzu, and to Shimadzu's assignees, a vendor's lien against Equipment and agrees to sign such documents as may be required to record such lien) Where permitted by applicable law, Customer's signature on this quotation constitutes authorization for the employees or agents of Shimadzu, or of Shimadzu's assignees, to execute and file financing statements (and any amendments thereto) and other documents on behalf of Customer in order to perfect the security interest in the Equipment. As long as any balance is due hereunder, Customer further agrees that the Equipment will not be removed from the location specified on the face of this quotation without the prior written consent of the President or any Vice President of Shimadzu (or Shimadzu's assignees).

If Customer does not pay any amount when due or does not meet any other obligation hereunder, then (in addition to any other remedies available at law or in equity) Shimadzu may accelerate any balance due and require immediate payment thereof, may enter Customer's premises peacefully and render the Equipment inoperable, may repossess the Equipment, and may resell the Equipment. The net proceeds of any such resale, after Shimadzu's costs of repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment, and all other associated costs, will be applied to the unpaid balance owed by Customer. Customer will remain liable for any deficiency which remains after such resale, and Shimadzu will return the Customer all net proceeds in excess of Customer's unpaid balance.

With respect to any delinquent payment(s), Customer agrees to pay a finance charge at the rate of one and one-half percent (1 1/2 %) per month computed from the date each delinquent payment or accelerated balance shall have become due. Furthermore, in any action initiated to enforce the terms of this agreement following Customer's default, Shimadzu shall recover as part of its damages all costs, expenses, and attorney fees incurred in connection with such action.

Exhibit A Page 2 of 2**LEASES**

In the event Customer desires to convert the sale of the Equipment to a lease, Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Shimadzu, and executed by all parties involved, not later than 90 days prior to the scheduled delivery date. Customer is responsible for all efforts to convert this transaction to a lease and is required to secure the leasing company's approval of all the terms and conditions hereof without modification.

No Equipment will be delivered unless Shimadzu receives copies of the fully executed lease documents and approves the same.

WARRANTY, DISCLAIMERS, AND LIMITATION OF LIABILITY

Shimadzu provides specific warranties with respect to the Equipment. All warranties applicable to the Equipment accompany this quotation. No other warranties are offered by Shimadzu with respect to the Equipment, and Shimadzu has not authorized any employee or agent to offer any warranties except those referenced above.

THE WARRANTIES REFERENCED IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF SHIMADZU. SHIMADZU NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.

SHIMADZU SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR AND DISSIMILAR LOSSES, COSTS, OR DAMAGES.

PATENT INDEMNITY

Shimadzu agrees to indemnify and to hold Customer harmless against any claims, damages, and expenses to the extent the same arise out of or are asserted against Customer alleging that the Equipment infringes any United States patent, provided that (1) Customer immediately gives Shimadzu written notice of any such claims, damages, or expenses, (2) Customer grants to Shimadzu full and complete authority, information, and assistance reasonably necessary to defend, settle, reimburse, or avoid any such claims, damages and expenses, and (3) the Equipment as of the alleged date of infringement was in the same form and configuration as originally supplied by Shimadzu and had not been modified in any way without the prior written consent of the President or any Vice President of Shimadzu.

Upon timely receipt of Customer's written notice, Shimadzu will assume the defense of any claims against Customer. Customer agrees to cooperate with Shimadzu in the defense or settlement of all such claims.

Shimadzu shall not be bound by the terms of any compromise or settlement agreement negotiated or concluded by Customer without the prior written consent of the President or any Vice President of Shimadzu.

The terms of this section will not apply in the event of any sale or other transfer of the Equipment by Customer or to the extent of any use of the Equipment in combination with products or devices not furnished by Shimadzu.

Shimadzu has not authorized any employee or agent to offer any patent indemnity terms other than those appearing above.

SOFTWARE AND LICENSE

All software is and shall remain the sole property of Shimadzu. Use of such software is subject to the terms of a separate license agreement to be signed by Customer prior to or upon delivery of the Equipment. No license or other right is granted to Customer or to any other party except as specifically set forth in this section and Shimadzu has not authorized any employee or agent to grant any licenses or other rights with respect to or under any patent application, patent, copyright, trademark, trade secret, or proprietary right of Shimadzu or any of Shimadzu's suppliers.

Upon Customer's signing the standard Shimadzu license agreement, Shimadzu grants to Customer a nonexclusive and paid-up right and license to use the Equipment, its operating software, and any documentation required for Customer's personal use of such operating software in connection with the Equipment for so long as Customer may own or use the Equipment. Such right and license does not include any right to copy, reproduce, sell, assign, transfer, or sublicense the same and does not include any rights or licenses whatsoever in any maintenance or service software or any related

documentation. Any maintenance or service software and documentation shipped to or located at Customer's premises is intended solely to assist Shimadzu employees in the installation, testing, service, and maintenance of the Equipment, as may be required by the terms and conditions hereof or by a separate service support agreement, and Customer agrees to restrict access to such maintenance or service software and documentation to Shimadzu employees only. **IN THE EVENT OF ANY UNAUTHORIZED TRANSFER OR DISCLOSURE OF THE SOFTWARE IDENTIFIED IN THIS SECTION (OR ANY TRANSFER OF OTHER RIGHTS OR LICENSES GRANTED HEREBY) RESULTING FROM CUSTOMER'S ACTS OR OMISSIONS, CUSTOMER SHALL BE LIABLE FOR ALL DAMAGES RESULTING FROM SUCH TRANSFER OR DISCLOSURE AND SHIMADZU SHALL HAVE THE RIGHT TO REVOKE ALL RIGHTS AND LICENSES GRANTED TO CUSTOMER.**

Customer will take such steps as may be reasonably required to preserve the confidentiality of all proprietary information referenced in this section (and all other proprietary information which Customer may acquire) and to cause any employees, agents, representatives, or other persons to whom such proprietary information is disclosed to abide by the terms and conditions of this section as if each were a party hereto. Customer will restrict the dissemination of proprietary information to only those persons who are assigned to operate or use the Equipment and for whom access to such proprietary information is necessary in the performance of their duties.

The minimum hardware requirements for any software upgrades for the Equipment may be greater than the minimum hardware requirements for the Equipment as described herein as of the date of Shimadzu's quotation. Except for possible future upgrades of Equipment hardware as may be required to accommodate any future software upgrades, Shimadzu software is described and offered on the basis that (1) Customer will maintain the configuration of the Equipment as it was originally designed and manufactured and (2) the Equipment includes only those subsystems and components certified by Shimadzu. Software for the Equipment may not perform as intended on systems modified by personnel other than those acting under the direct supervision of Shimadzu or on systems which include subsystems or components not certified by Shimadzu. **SHIMADZU WILL NOT ASSUME ANY RESPONSIBILITY OR LIABILITY WITH RESPECT TO ANY MODIFICATION OR SUBSTITUTION OF SOFTWARE, SUBSYSTEMS, OR COMPONENTS, AND ALL WARRANTIES ASSOCIATED WITH THE SOFTWARE AND HARDWARE SYSTEMS SHALL BECOME NULL AND VOID IN THE EVENT OF ANY MODIFICATION OR SUBSTITUTION MADE WITHOUT THE PRIOR WRITTEN CONSENT OF THE PRESIDENT OR ANY VICE PRESIDENT OF SHIMADZU.**

MISCELLANEOUS

Shimadzu may change the construction, design or configuration of the Equipment without notice to Customer as long as the general function of the Equipment is not thereby altered. The Equipment may contain certain components which have been remanufactured or refurbished following limited prior use.

These terms and conditions are to be interpreted and enforced under the law of the state of California, without regard to principles of choice of law.

Customer will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of the President or any Vice President of Shimadzu.

The invalidity or unenforceability of any provision hereof will not effect any other provision, and all terms and conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. The failure of Customer or Shimadzu at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these terms and conditions. Clerical errors are subject to correction.

Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of the Equipment and Goods and Services or similar or dissimilar equipment, goods, or services shall not serve as references in interpreting the terms and conditions hereof.

Shimadzu shall not be liable for any delay or default caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of customer (or any of customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack of storage or cryogenics, water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Shimadzu's control, and the time for performance of Shimadzu's obligations hereunder shall be extended for the commercially reasonable period of time in the event of any delay or default for such cause(s).

Shimadzu reserves the right to allocate its available supplies among its customers on such bases as Shimadzu may deem fair and practical, without liability for any resulting failure of performance.

Customer's obligations hereunder are independent of any other obligations Customer may have under any other contract or account with Shimadzu. Customer will not exercise any right of offset in connection with, the terms and conditions hereof or in connection with any other contract or account with Shimadzu.

**Exhibit B
PRODUCT WARRANTY
DIAGNOSTIC X-RAY SYSTEMS**

Exhibit B Page 1 of 1

Shimadzu warrants to its Customer that the diagnostic x-ray systems sold by Shimadzu ("Equipment") will be free from defects in material and workmanship and will meet the technical and performance specifications contained in applicable product data sheets and operation manuals published by Shimadzu specifically related to the Equipment as of the date of shipment.

System Warranty Terms: Except as otherwise provided below, the warranty for the Equipment will be for a period of Twelve (12) months. All warranty terms described in this warranty will commence either (a) on the earlier of (1) the date installation of the Equipment is completed or (2) the date Customer first uses the Equipment (when the Equipment is installed by Shimadzu) or (b) on the date of delivery of the Equipment (when the Equipment is not installed by Shimadzu), but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems

X-Ray Tube Warranty Terms: Shimadzu® x-ray tubes are warranted for (a) period of months or (b) the number of exposures as related to the type of Equipment purchased. The warranty for X-Ray tubes purchased with Shimadzu Medical Systems equipment is as follows:

Mobile units: 12 months non-pro-rated, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems

Radiographic Systems: 12 months non-pro-rated, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems

Radiographic / Fluoroscopic Systems: 12 months non-pro-rated, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems

Vascular Systems (Angiographic and Cardiac) 12 months non-pro-rated, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems.

CT Systems: 60,000 slices pro-rated or 12 months from initial installation date, whichever occurs first, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems.

If a Shimadzu CT tube does not meet the requirements during the warranty period, requiring replacement of the tube, credit will be issued against the purchase of a replacement tube from Shimadzu Medical Systems. The warranty will be based on the above listed warranty periods. Calculation of pro-rated warranty is as follows:

Credit = X-Ray exposures (slices) used divided by X-Ray exposure warranty subtracted from 1

Expressed in a percentage not to exceed 100 percent (100%)

Image Amplifier Tube Warranty Terms: Shimadzu image amplifier tubes (inserts) supplied by Shimadzu are warranted for a period of 12 months from the earlier of completion of installation or date of Customer's first use, but in no event later than fifteen (15) months from the date of shipment from Shimadzu Medical Systems.

Battery Warranty Terms (Mobile Systems): Batteries supplied by Shimadzu are warranted for a period of Twelve (12) months from the earlier of completion of installation or date of Customer's first use. If a battery supplied by Shimadzu does not meet warranty during the warranty period, it will be replaced at no cost to Customer.

Warranty Terms for System Software and Software Updates: The software provided with the Equipment will be the latest version of the standard software available as of the 90th day prior to the date the Equipment is delivered to Customer. Updates to standard software for the Equipment which do not require additional hardware or Equipment modifications will be performed as a part of normal warranty service during the term of Customer's warranty. Any software upgrades requiring supplemental, additional, exchange, or replacement hardware will be installed by Shimadzu at no charge to Customer if Customer purchases such required hardware. All software upgrades designated by Shimadzu in its product data sheets or other published materials as optional software are available to Customer on terms and conditions to be quoted by Shimadzu. Any optional software upgrades to the Equipment purchased from Shimadzu will be warranted for 90 days from date such upgrade is installed by Shimadzu (or from the date of delivery if such upgrade is not installed by Shimadzu).

The purchase of the Equipment includes a license only to Customer to use the software provided with the Equipment exclusively for the purpose of operating the Equipment and does not include any right or license to use any software or related documentation required to perform maintenance or service of the Equipment.

Warranty Terms for Systems Hardware Upgrades. Any supplemental, additional, exchange or replacement hardware purchased from Shimadzu for the Equipment will be warranted for a period of 90 days from the date such hardware upgrade is installed by Shimadzu (or from the date of delivery if such upgrade is not installed by Shimadzu).

CONDITIONS

This warranty is subject to the following conditions: the Equipment (a) is to be installed by authorized Shimadzu representatives (or is to be installed in accordance with all Shimadzu installation instructions by personnel trained by Shimadzu), (b) is to be operated only by personnel duly trained in the proper operation of the Equipment, (c) is to be operated according to all instructions provided with the Equipment, (d) is to be maintained in strict compliance with all recommended and scheduled maintenance instructions provided with the Equipment, (e) the Customer is to notify Shimadzu immediately in the event the Equipment at any time fails to meet performance specifications.

WARRANTY SERVICE

Warranty service includes all requested service calls to repair or replace the Equipment as provided by this warranty. Warranty service will be performed during the normal working hours of Shimadzu, Monday through Friday, except for recognized national legal holidays. In the event it is not possible to accomplish warranty service within normal working hours, or in the event Customer specifically requests that warranty service be performed outside of the normal working hours of Shimadzu, Customer agrees to pay for such services at the standard Shimadzu demand service rates in effect.

When warranty service is scheduled or requested, Customer will give to Shimadzu service personnel full, free, and immediate access to the Equipment and to Customer's operation, performance, and maintenance records for the Equipment. Customer waives warranty service if it does not provide such access to the Equipment and Customer records. Customer agrees to compensate Shimadzu at prevailing demand service rates in effect as of the date any such warranty service is to be performed for all time spent by Shimadzu service personnel waiting for access to the Equipment and records prior to beginning work on the warranty service call.

EXCLUSIONS

Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result, in whole or in part, of (1) accident, (2) abuse, (3) misuse, (4) operation of the Equipment outside of its environmental, electrical, or performance specifications, conditions, capabilities, or standards, (5) power fluctuation or failure, (6) vandalism or any other damage or alteration of the Equipment by persons other than Shimadzu employees, (7) combining incompatible products, (8) fires, floods, and other similar or dissimilar natural causes, (9) failure or lack of humidity or temperature control, or (10) damage, neglect, alteration, or any impairment of the Equipment resulting from (a) causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or (b) maintenance or service by any party other than Shimadzu or a designated representative of Shimadzu, or (c) any acts, omissions, causes, or events beyond the control of Shimadzu.

This warranty does not include items which are consumed through normal daily use, including without limitation, any cushions, knee supports, pads, magnetic tape, flexible magnetic diskettes, or any accessory or supply items, and does not include any liability or responsibility for such losses or expenses as removal or reconstruction of walls, partitions, ceilings, floors, or other parts of any facility occasioned by any warranty services performed hereunder or any other losses or expenses incurred in providing any other building alterations, scaffolding, platforms, lifting equipment, rigging, climate controls, power supplies, electrical circuits, safety switches, power outlets, conduits, wiring, structural support, utilities, plumbing, carpentry, or other work required in connection with providing warranty services.

REMEDIES

If Shimadzu determines that the Equipment does not meet any warranty, Shimadzu will replace the Equipment or repair any defects in material or workmanship reported during the warranty period, all without charge for labor or materials (unless otherwise provided), Shimadzu retains the option of furnishing either new or exchange replacement parts or assemblies when providing warranty services.

TRANSFER OF THE EQUIPMENT

In the event the Customer transfers or relocates the Equipment, all obligations under this warranty will terminate unless Customer receives the prior written consent of Shimadzu for the transfer or relocation. Upon any transfer or relocation, the Equipment must be inspected and certified by Shimadzu as being free from all defects in material, software and workmanship, and as being in compliance with all technical and performance specifications. Customer will compensate Shimadzu for these services at the prevailing demand service rates in effect as of the date the inspection is performed.

FORCE MAJEURE

Notwithstanding any other provision, and in addition to all conditions and exclusions set forth, Shimadzu will not be liable for any delay or default in performing any warranty obligations caused by events beyond its control, including (by way of example and not by way of limitation) any acts of God, acts of third parties, acts of Customer (or any of Customer's employees, agents, or representatives), acts of civil or military authorities, fires, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, lack or shortage of transportation, labor, materials, supplies, fuel, power, or water, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Shimadzu's control. In the event of any such delay or default, the time for performance of the warranty obligations of Shimadzu will be extended for a commercially reasonable period of time.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

THE WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF SHIMADZU. SHIMADZU NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT.

CUSTOMER'S SOLE REMEDIES FOR BREACH OF SUCH WARRANTIES ARE SET FORTH IN THIS WARRANTY. SHIMADZU WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, OR WITH THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF THE EQUIPMENT, INCLUDING (BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION) DAMAGES, EXPENSES, OR LOSSES INCURRED BY REASON OF LOSS OF USE, LOST REVENUES, LOST PROFITS, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, COSTS OF CAPITAL, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES, OR SERVICES, COSTS OF REPLACEMENT POWER, COSTS ASSOCIATED WITH DOWN TIME, AND ANY SIMILAR OR DISSIMILAR DAMAGES, EXPENSES, OR LOSSES.

APPLICABLE LAW

The terms of this warranty will be interpreted under the law of the State of California, without regard to principles of choice of law.

**Exhibit C
LICENSE AGREEMENT FOR OPERATING SOFTWARE**

Exhibit C Page 1 of 1

This License Agreement, by and between Shimadzu Medical Systems, Inc. ("Shimadzu ") and the Customer, designated below, is entered into as part of a sale of certain equipment ("Equipment") more fully defined in this Shimadzu quotation ("Quotation"). This License Agreement does not supersede or replace any terms and conditions of the Quotation, or any written warranties or service contracts applicable to the Equipment, and Shimadzu has not authorized any employee or agent to grant any other or different licenses or other rights with respect to any patent application, patent, copyright, trademark, trade secret, proprietary right, or other property right of Shimadzu or any of Shimadzu's suppliers.

Shimadzu grants to Customer a nonexclusive and nontransferable license to use the computer software package ("the Software") necessary for the operation of the Equipment on the terms and conditions defined or referenced herein for so long as Customer may own or use the Equipment. THIS LICENSE DOES NOT EXTEND TO ANY MAINTENANCE OR SERVICE SOFTWARE SHIPPED TO OR LOCATED AT CUSTOMER'S PREMISES WHICH IS INTENDED TO ASSIST SHIMADZU EMPLOYEES IN THE INSTALLATION, TESTING, SERVICE, AND MAINTENANCE OF THE EQUIPMENT.

Customer agrees to pay Shimadzu a one-time license fee. This fee is included in the basic system price defined in this quotation.

THE LICENSE HEREBY GRANTED TO THE CUSTOMER DOES NOT INCLUDE ANY RIGHT TO USE THE SOFTWARE (FOR PURPOSES OTHER THAN OPERATION OF THE EQUIPMENT) OR TO COPY, REPRODUCE, SELL, ASSIGN, TRANSFER, OR SUBLICENSE THE SOFTWARE FOR ANY PURPOSE, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PRESIDENT OR A VICE PRESIDENT OF SHIMADZU. If such permission is obtained, Customer agrees to apply Shimadzu's copyright notice or other identifying legends to such copies or reproductions.

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TO BE USED only on the following equipment and location:

Model # _____ S.N. _____

Located at _____

CUSTOMER
Customer Name: _____
By: _____ (Signature)
Name & Title: _____
Date: _____

Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the same (or to any part thereof) and that none of Customer's officers, employees, or agents will disclose any part or all of the Software, or permit any part or all the same to be used by any person or entity other than those identified herein. Customer acknowledges that certain of Shimadzu's rights may be derived from license agreements with third parties and as such Customer agrees to preserve the confidentiality of information imparted to Shimadzu under such third party license agreements.

If the Customer modifies the Software in any manner, all warranties associated with the Software and the Equipment shall become null and void. If the Customer or any of its officers, employees, or agents should devise any revisions, enhancements, or improvements in the Software, Customer shall disclose such improvements to Shimadzu and Shimadzu shall have a nonexclusive royalty-free license to use such revisions, enhancements and improvements and the right to grant sub-licenses thereof.

The Software is licensed to Customer on the basis that (a) the Customer shall maintain the configuration of the Equipment as it was originally designed and manufactured and (b) the Equipment includes only those subsystems and components certified by Shimadzu. The Software may not perform as intended on systems modified by personnel other than those under the direct supervision of Shimadzu or on systems which include subsystems or components not certified by Shimadzu. Shimadzu does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

Customer shall cause each authorized user of the Software to abide by the terms and conditions of this License Agreement as if each were a party hereof.

This License shall continue for as long as the Customer continues to use the Equipment, except that Shimadzu may terminate this license in the event of any default by the Customer. The Customer agrees to return the Software and any authorized copies thereof to Shimadzu immediately upon expiration or termination of this license.