



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-14203

Upon motion of Supervisor Adams, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Quotations #1FWKEGS, #1-FWJ9PU, #1-FVNNFJ, #1-FWJTL1, #1-FWH0E9, and #1-FVSZAS totaling \$483,855 for installation and training services associated with the new radiology equipment for the Natividad Radiology Modernization Project.
- b. Authorized the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute Proposal #1-O73OSY for the purchase of the extended 5-year warranties totaling \$2,421,060 (\$605,265 annually for four years) associated with the new radiology equipment for the Natividad Radiology Modernization Project.

PASSED AND ADOPTED on this 11th day of December 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 81 for the meeting December 11, 2018.

Dated: December 12, 2018
File ID: A 18-474

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Joel G. Pablo, Deputy



District / Sales Office

SIEMENS MEDICAL SOLUTIONS USA, INC.
 7711 Center Avenue, Suite 300
 Huntington Beach, CA 92647
 Attn: Sean Carter
 Phone: (916) 788-2946
 Fax: (916) 788-2948
 Email: sean.carter@siemens-healthineers.com

Sold To

NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906-3100

Bill To

NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93912

Payer

NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD
 SALINAS, CA 93906-3100

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.

This Agreement and the servicing of the Equipment hereunder are governed by the service terms and conditions set forth in ("Supplier's Service Agreement") to the Master Terms Agreement between Vizient and Siemens Medical Solutions USA, Inc. ("Product Agreements XR0313 – Angio/Card -, XR0323 – CT -, XR0394 – MR -, XR0363 – SPECT -"). The Vizient terms apply during the warranty and contract.

Item #	System Name	Functional Location	Contract Duration	Warranty Period Price	Partial Year Price	Annual Price
1	Medrad Spectris Solaris (Skyra)	400-529803	Warranty + 4 Years	\$0	\$0	\$4,950
2	Artis Q Ceiling	400-529812	Warranty + 4 Years	\$0	\$0	\$91,998
3	Medrad Stellant D (AS+)	400-529814	Warranty + 4 Years	\$0	\$0	\$4,540
4	SOMATOM Definition AS+ (128)	400-529798	Warranty + 4 Years	\$0	\$0	\$125,718
5	syngo.via (AS+)		Warranty + 4 Years	\$0	\$0	\$23,012
6	Mark 7 Arterion Injector (Q)	400-529813	Warranty + 4 Years	\$0	\$0	\$5,250
7	Powerware 9355 20-30 kVA UPS (Q)	400-529797	Warranty + 4 Years	\$0	\$0	\$4,100
8	Medrad Stellant D (Edge)	400-529800	Warranty + 4 Years	\$0	\$0	\$4,540
9	Magnetom Skyra	400-529802	Warranty + 4 Years	\$0	\$0	\$128,534
10	Symbia Intevo Excel	400-529799	Warranty + 4 Years	\$0	\$0	\$56,972
11	syngo X Workplace (Q)		Warranty + 4 Years	\$0	\$0	\$8,199
12	AXIOM Sensis (Q)	400-529798	Warranty + 4 Years	\$0	\$0	\$9,290
13	SOMATOM Definition Edge	400-529801	Warranty + 4 Years	\$0	\$0	\$133,162

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.
 Principal Coverage Period (PCP) as stated in Exhibit A for each system.
 System Updates.
 Access to Siemens Customer Care Center for technical telephone support (remote diagnostics, if available to the site and the equipment).

Excludes:

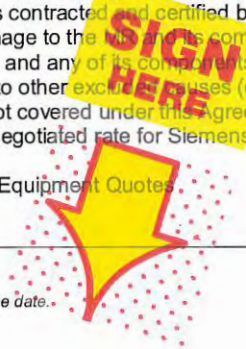
*Reviewed
 Sean Carter
 Sr. Counsel*

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.

Notes:

The chilled water supply is an integral part of the MR Equipment covered by this Agreement and is critical for the proper operation of the Equipment and for minimizing the loss of cryogen and preventing damage to the MR and its components. Servicing of the chiller by vendors contracted and certified by Siemens is the recommended path for reducing downtime, potential cryogen losses and damage to the MR and its components. Cryogen loss on the associated MR Equipment and any other damages caused to the MR and any of its components due to issues with chillers not serviced by Siemens under a Siemens service contract or due to other **excusable causes** (e.g., interruption of power, force majeure occurrences, Customer misuse or negligence, etc.) are not covered under this Agreement and will be replaced and/or repaired at the Customer's sole cost and expense at the current negotiated rate for Siemens "Service By Request" (Time and Materials) customers.

18 Month Warranty Included Per Equipment Quotes



Terms of payment: Net 45 days from invoice date.


Customer's Acceptance


(By) _____ (Signature)

Gary R. Gray, CEO
Name and Title

Acceptance Date 12/17/18

Siemens Medical Solutions USA, Inc.


(By) _____ (Signature)

Sean Carter Service Sales Executive
Name and Title

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)
(Initial if P.O. is required but will be issued prior to warranty expiration)
Standing P.O. # _____ (for T&M charges outside of the contract)

This service agreement proposal is valid for 1 year. 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.

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.

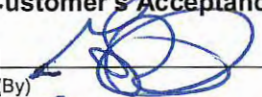
Notes:

The chilled water supply is an integral part of the MR Equipment covered by this Agreement and is critical for the proper operation of the Equipment and for minimizing the loss of cryogens and preventing damage to the MR and its components. Servicing of the chiller by vendors contracted and certified by Siemens is the recommended path for reducing downtime, potential cryogen losses and damage to the MR and its components. Cryogens lost on the associated MR Equipment and any other damages caused to the MR and any of its components due to issues with chillers not serviced by Siemens under a Siemens service contract or due to other excluded causes (e.g., interruption of power, force majeure occurrences, Customer misuse or negligence, etc.) are not covered under this Agreement and will be replaced and/or repaired at the Customer's sole cost and expense at the current negotiated rate for Siemens "Service By Request" (Time and Materials) customers.

18 Month Warranty Included Per Equipment Quotes

Terms of payment: Net 45 days from invoice date.

Customer's Acceptance



(By) (Signature)
Gary R. Gray, CEO

Name and Title

Acceptance Date 12/17/15


Siemens Medical Solutions USA, Inc.

(By) (Signature)
Sean Carter Service Sales Executive

Name and Title

Customer P.O. # _____ (enter P.O. # for contract billing; if not provided, Siemens will invoice without P.O.)
 _____ (Initial if P.O. is required but will be issued prior to warranty expiration)
Standing P.O. # _____ (for T&M charges outside of the contract)

This service agreement proposal is valid for 1 year. 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.



Monterey County Deputy Auditor/Controller

Date: 12-18-15

Exhibit A

Item #1:

Equipment:	Medrad Spectris Solaris		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529803	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AR196Y	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$4,950

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

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

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #2:

Equipment:	Artis Q Ceiling		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529812	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-ANQOAI	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Gold contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$91,998

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Post-PCP Extension 4 hours	06:00pm - 10:00pm M-F	06:00pm - 10:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
General Spare Parts Coverage	✓	✓
Gigalix Tube and Large HDR FD Bundle	✓	✓
Siemens Remote Services	✓	✓
Large Display Monitor	Qty 1	Qty 1
No Consumable Coverage	✓	✓
teampay Basic	✓	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1
syngo Evolve AXA	N/A	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

HD
1-8TJEBZ

SC

Item #3:

Equipment:	Medrad Stellant D		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529814	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-9X8ZGG	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$4,540

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

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

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #4:

Equipment:	SOMATOM Definition AS+ (128)		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529798	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-8TJEBZ	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Select contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$125,718

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F	08:00am - 10:00pm M-F
Annual Exam Allowance	Unlimited	Unlimited
Uptime Guarantee	98%	98%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
CT Detector Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Siemens Remote Services	✓	✓
General Spare Parts Coverage	✓	✓
Application Hotline Phone Support	✓	✓
LifeNet Access	✓	✓
PM's performed outside PCP weekdays	✓	✓
Continuous Effort	✓	✓
No Consumable Coverage	✓	✓
X-Ray Tube Coverage Unlimited	✓	✓
Guardian Pro with TubeGuard	✓	✓
Real Time Monitoring M-F 7am-10pm ET	✓	✓
teampay Basic	✓	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1
EVOLVE Definition AS (without IRS)	N/A	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

HI SC
1-8TJEBZ Proposal # 1-0730SY

Item #5:

Equipment:	syngo.via		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, 81611, SALINAS, CA 93906-3100		
Functional Location:	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AMLBS8	Payment Frequency: Monthly
Standard Warranty: syngo.via extended warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: IT Care Plan TOP	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$23,012

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period 08:00am - 05:00pm M-F	Contract Period 08:00am - 05:00pm M-F
Principal Coverage Period		
WebViewer #1	✓	✓
Software Upgrades	✓	✓
Single Point of Contact: Customer Care Center	✓	✓
Application Support	✓	✓
Clinical and IT Administrator Training	✓	✓
Software Updates	✓	✓
HW Call Management	✓	✓
Technical Support	✓	✓
Siemens Remote Services (SRS)	✓	✓
Siemens Parts and On-site Labor Excluded	✓	✓
Updates/Upgrade hours: 9x5, M-F	✓	✓
Hardware warranty 5 year	✓	✓
Remote Response Time Next Bus. Day	✓	N/A
Adv. User #1	✓	✓
Engines/Engines Pro	Qty 4	Qty 4
Remote Response Time 4 hours	N/A	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #6:

Equipment:	Mark 7 Arterion Injector		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529813	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-ANQOAI	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$5,250

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

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

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #7:

Equipment:	Powerware 9355 20-30 kVA UPS		
Equipment Location:	NATIVIDAD MEDICAL CFNTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529797	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-ANQOAI	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$4,100

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 05:00pm M-F	08:00am - 05:00pm M-F
On-Site Response	1 Business Day	1 Business Day
Parts Delivery	Next Business Day	Next Business Day
Labor	✓	✓
General Spare Parts Coverage	✓	✓
Travel	✓	✓
Site Visits During PCP	✓	✓
Preventative Maintenance (UPS and Battery Only)	✓	✓
Technical Phone Support (24X7)	✓	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #8:

Equipment:	Medrad Stellant D		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529800	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-ATYC17	Payment Frequency: Monthly
Standard Warranty: OEM Basic Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: OEM contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$4,540

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

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

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #9:

Equipment:	Magnetom Skyra		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529802	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AR196Y	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Select contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$128,534

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F	08:00am - 10:00pm M-F
Annual Exam Allowance	Unlimited	Unlimited
Uptime Guarantee	98%	98%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
syngo Remote Assist Hotline Support	✓	✓
9130 UPS Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Labor	✓	✓
Siemens Remote Services	✓	✓
Travel	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
Technical Phone Support	✓	✓
ACR Support Package MR	✓	✓
Real Time Monitoring M-F 7am-10pm ET	✓	✓
Guardian Pro MR	✓	✓
Continuous Effort	✓	✓
General Spare Parts Coverage	✓	✓
PM's performed outside PCP weekdays	✓	✓
Coil Coverage	✓	✓
MMA and Helium	✓	✓
Integrated Electronic Cabinet (IEC) sales # SIMR250A	✓	✓
No Consumable Coverage	✓	✓
teampay Basic	✓	✓
EVOLVE SW Skyra, Skyra fit	N/A	✓
EVOLVE HW Skyra, Skyra fit	N/A	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

1-902D05 SC

Item #10:

Equipment:	Symbia Intevo Excel		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529799	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AM73F7	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Gold contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$56,972

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Siemens Remote Services	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
General Spare Parts Coverage	✓	✓
X-Ray Tube Coverage Unlimited	✓	✓
SPECT Detector Head Subsystem Coverage	✓	✓
No Consumable Coverage	✓	✓
teampay Basic	✓	✓
Accredited Self Study Program	N/A	Qty 1
Evolve for Symbia Intevo Excel	N/A	✓
SPECT Sources PHI-0124	N/A	✓
SPECT Sources HEGL-0133	N/A	✓
Enhanced Virtual Learning Sub	N/A	Qty 1

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #11:

Equipment:	syngo X Workplace		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, 81611, SALINAS, CA 93906-3100		
Functional Location:	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AXW2CD	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Gold contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$8,199

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
Travel	✓	✓
Siemens Remote Services	✓	✓
General Spare Parts Coverage	✓	✓
Siemens Virus Protection SELECT	✓	✓
Dyna CT	✓	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #12:

Equipment:	AXIOM Sensis		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529798	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-AXW2CD	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Gold contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$9,290

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 06:00pm M-F	08:00am - 06:00pm M-F
Uptime Guarantee	97%	97%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
Siemens Remote Services	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
LifeNet Access	✓	✓
Application Hotline Phone Support	✓	✓
General Spare Parts Coverage	✓	✓
No Consumable Coverage	✓	✓
Accredited Self Study Program	N/A	Qty 1
Enhanced Virtual Learning Sub	N/A	Qty 1

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Item #13:

Equipment:	SOMATOM Definition Edge		
Equipment Location:	NATIVIDAD MEDICAL CENTER		
Address:	1441 CONSTITUTION BLVD, SALINAS, CA 93906		
Functional Location: 400-529801	Service Quote Nr: 1-8APECW Rev 4	Equipment Quote Nr: 1-ATYC17	Payment Frequency: Monthly
Standard Warranty: Extended Warranty	Warranty Start: Upon Warranty Commencement	Warranty End: 18 Months Per Equipment Quote	Warranty Price: \$0
Service Agreement: Select contract	Contract Start: Upon Warranty Expiration	Contract End: 4 Year Duration	Annual Price: \$133,162

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

Coverage applies during the Warranty or Contract Period as indicated:	Warranty Period	Contract Period
Principal Coverage Period	08:00am - 10:00pm M-F	08:00am - 10:00pm M-F
Uptime Guarantee	98%	98%
Phone Response	30 min	30 min
On-Site Response	4 hours	4 hours
Parts Order Requirement	noon	noon
Parts Delivery	Same Day	Same Day
CT Detector Coverage	✓	✓
Safety Checks	✓	✓
Planned Maintenance	✓	✓
Quality Assurance	✓	✓
Updates	✓	✓
Technical Phone Support	✓	✓
Labor	✓	✓
Travel	✓	✓
Siemens Remote Services	✓	✓
General Spare Parts Coverage	✓	✓
Application Hotline Phone Support	✓	✓
LifeNet Access	✓	✓
PM's performed outside PCP weekdays	✓	✓
Continuous Effort	✓	✓
No Consumable Coverage	✓	✓
teampay Basic	✓	✓
X-Ray Tube Coverage Unlimited	✓	✓
Guardian Pro with TubeGuard	✓	✓
Real Time Monitoring M-F 7am-10pm ET	✓	✓
Water/Air Cooling System	✓	✓
Enhanced Virtual Learning Sub	N/A	Qty 1
Accredited Self Study Program	N/A	Qty 1
EVOLVE Definition Edge (without IRS)	N/A	✓

This pricing is only valid for new service contracts that are signed with the equipment purchase or prior to warranty commencement.

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

Glossary

Deliverables	Description
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 one printed accreditation guidebook (additional copies available electronically) aligned to the applicable Siemens system and Siemens operating system nomenclature, workflow templates and/or phantom acquisition protocols and available web based user training 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 Uptime Service 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.
Adv. User #1	Software support for the specified number of advanced users for the licensed software.
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
Application Support	Application Helpdesk for syngo.via related questions on the syngo.via Enterprise Advanced Visualization product.
Clinical and IT Administrator Training	Clinical and IT Administrator training is highly recommended after software version upgrades. Self-paced Web Based Training modules are available on the Internet through the syngo.via Community. If necessary, up to 16 hours of remote virtual or on-site upgrade training may be scheduled and delivered for syngo.via Server by our Clinical Educational Specialists (up to 8 hours virtual remote or on-site upgrade training for syngo.via Workstation). Regular Ask the Experts informational webinars are available. Additional onsite, classroom, and virtual trainings are available from Siemens User Services (additional fees apply).
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 PCP, 7 days a week, at no additional charge until the system is repaired, by 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 PCP and end at 1 a.m. the following calendar day. Continuous Effort shall resume no sooner than seven (7) hours later, and may resume at a later time with the consent of the Customer.
CT Detector Coverage	Repair and maintenance coverage of UFC (Ultra Fast Ceramic) multislice spiral CT Detector.
Dyna CT	Includes Software Updates and Technical Phone Support.
Engines/Engines Pro	Software support for the specified number of licensed syngo.via Engines.
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.

Deliverables	Description
EVOLVE Definition AS (without IRS)	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.
EVOLVE Definition Edge (without IRS)	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.
Evolve for Symbia Intevo Excel	Siemens' obsolescence protection program, providing periodic updates and upgrades to the existing system's software and/or hardware. Helps keep Customer investments up-to-date, and increases the system's imaging capabilities as new developments emerge. Provides prolonged system life and optimized system capabilities within a fixed budget.
EVOLVE HW Skyra, Skyra fit	Customer receives at least one hardware upgrade to the main system as they become available providing a service contract is in place covering Evolve. Syngo MultiModality Workplace excluded in all cases.
EVOLVE SW Skyra, Skyra fit	Customer Receives all software upgrades and updates to the main system as they become available providing a service contract is in place covering Evolve. Syngo MultiModality Workplace excluded in all cases.
General Spare Parts Coverage	Replacement of standard spare parts; including X-ray tube for Digital Floor Mount (DFM) and Advantage Assist U-arm (AAU). Excludes consumables, Flat Panel Detectors and non-Siemens parts unless specifically identified in Exhibit A.
Gigalix Tube and Large HDR FD Bundle	X-ray tube and Detector are covered for the full value of replacement for Wear and Failure. Coverage of the detector and tube is bundled and is provided at a discounted rate.
Guardian Pro MR	The Siemens Guardian Program™ offers you proactive online monitoring of your system's performance on an ongoing real-time basis. By continuously monitoring your system for possible deviations from current norms, the Guardian Program provides for a high level of system availability, making it possible to detect and resolve system errors before malfunctions occur. In the event of a system error message, one of our certified support engineers will immediately evaluate and initiate appropriate actions.. An expert opinion on the exact status of your system is also offered within the first 15 minutes.
Guardian Pro with TubeGuard	Tube Guard remote monitoring services for the Equipment identified above includes: (a) continuous tube monitoring services; (b) advanced notification of probable tube failure; and, (c) scheduling of tube replacement prior to failure. If we fail to predict tube failure, and provide telephone notification to customer before failure actually occurs, Siemens will issue full credit for Tube Guard coverage limited to one \$2,500 credit for each twelve (12) month period of the contract term. Tube replacement is not covered under this addendum. Tube replacement will be in accordance with Tube Coverage purchased separately or on a Time and Materials basis. Customer agrees to provide reasonable and timely access to the CT for purposes of replacing the tube.
Hardware Updates/Upgrades	Covers hardware updates and technical support.
Hardware warranty 5 year	This hardware warranty line item reflects the OEM hardware extended warranty the customer already purchased from the equipment sale. The purpose of showing this HW warranty on this service quote is to establish what was purchased on the equipment sale and present it here for the sake of transparency and visibility. This is a zero dollar line item to ensure no double charging/coverage occurs. This Hardware warranty has been passed through to the customer from Siemens and is now an formal warranty agreement between the customer and the OEM vendor. The hardware warranty covers parts and labor directly from the OEM vendor and is not part of the IT Care Plan TOP or Software Service Pack service agreements.
HW Call Management	Server hardware Call Management to the hardware OEM will be provided through Siemens when the Customer IT Administrator opens a ticket with the Customer Care Center. Hardware Call Management means Siemens will call the OEM hardware vendor, open a hardware service call, and manage the hardware incident (coordinate OEM onsite travel and repair activities on customer's behalf). Siemens' Customer Care Center will provide all incident and OEM hardware call management provided customer has a valid IT Care Plan TOP software service agreement and hardware service contract with Siemens and the OEM hardware vendor respectively. If customer does not have a valid service agreement with the OEM hardware vendor, customer must provide method of payment direct to the OEM hardware vendor before service will be initiated.
Integrated Electronic Cabinet (IEC) sales # SIMR250A	Covers the parts and labor associated with repair of the IEC.
Labor	Unlimited coverage of onsite labor during the Principal Coverage Period indicated.
Large Display Monitor	Covers parts and labor to repair Large Monitor Display and all directly associated components from wear/failure (excludes damage), if required.

Deliverables	Description
LifeNet Access	The LifeNet portal provides access to customer service information related to diagnostic imaging equipment. Access includes service and PM management tools, equipment performance reports, service documentation, asset management and service contract management tools and much more.
MMA and Helium	Maintenance of magnet ancillary components and magnet performance. Covers parts and labor associated with maintaining the magnet and refrigeration components (CryoCare). Covers burst disc, vent kit, valves, MSUP, ERDU Adsorber, helium compressor, high pressure gas lines and cold head. Supply of liquid helium and labor to fill magnet. - If the magnet refrigeration system shut down due to facility services failure, then cryogen usage will increase and additional charges may apply - Helium fills to recover from a customer caused quench will be chargeable.
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 Lifenet customer portal: www.usa.siemens.com/lifenet .
On-Site Response	Siemens guarantees on-site CSE arrival within a specific time period (see Exhibit A) after a call for service has been placed with the Siemens Customer Care Center. This on-site response applies in system/room down situations only. (See Response Time Guarantee in General Terms and Conditions for additional information)
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	The response time indicated on Exhibit A provides preferred call-handling of a service event. This call-back response is the telephone response to the customer by the Siemens Customer Care Center personnel or the CSE to provide the status of the service call.
Planned Maintenance	Regular scheduled maintenance to optimize system reliability through standardized measures and procedures, in accordance with the manufacturer's recommendations during the PCP, or as specified on Exhibit A.
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.
Post-PCP Extension 4 hours	One or more blocks of 4-hours, starting at the end of the Principal Coverage Period, as noted in Exhibit A; on-site labor shall not be between the hours of 2am and 6am Local Time.
Preventative Maintenance (UPS and Battery Only)	Siemens will coordinate planned maintenance in accordance with the manufacturer's recommendations within the PCP hours as indicated above.
Principal Coverage Period	Specific 9-hour period during which agreed-upon services are provided, as noted above.
Quality Assurance	Regular quality assurance tasks and image quality inspections to achieve consistent, high-quality images, are performed to keep the system within the quality specifications as issued by the factory.
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.
Remote Response Time 4 hours	Within 4 hours after official notification of incident from customer, first remote action will be taken by Siemens. Remote application support is provided for usability issues.
Remote Response Time Next Bus. Day	After official notification of incident from customer, first remote action will be taken by Siemens Next Business Day (NBD).
Safety Checks	Safety Checks are performed to insure compliance with all local and federal guidelines and regulations. This service consists of <ul style="list-style-type: none"> 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
Siemens Parts and On-site Labor Excluded	Siemens Parts and Siemens on-site labor are excluded from coverage under this Agreement. See Glossary for explanation of Remote Technical and Applications Phone Support.
Siemens 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.

Deliverables	Description
Siemens Remote Services (SRS)	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.
Siemens Virus Protection SELECT	<p>Siemens Virus Protection SELECT consists of the following service features:</p> <p><u>Virus scanner installation:</u> Expert installation of the certified and tested virus scanner Trend Micro OfficeScan</p> <p><u>Ongoing remote virus scanner updates:</u> Constant automatic remote updates of the latest validated virus pattern and scan engine</p> <p><u>Security Hotline:</u> The local Uptime Service Center is our customer's contact for up-to-date virus information and rapid response support.</p> <p>Siemens Virus Protection is available for all syngo-based systems which are</p> <ul style="list-style-type: none"> - connected to our SRS infrastructure by a VPN broadband connection - covered by one of our service agreements - equipped with the required software version, which includes the Virus Scanner as well as the necessary CA-based Managed Node Package (MNP). <p>Siemens will not be liable for system failures and loss of patient data, caused by a virus.</p>
Single Point of Contact: Customer Care Center	The Customer Care Center will be the primary contact for all Incident Management issues for the Customer Administrator- 3rd party OEM Hardware, Siemens Software, Application or technical support. Customer shall initiate all Service requests through LifeNet™ or calling Customer Care Center (see Terms and Conditions). Siemens' Customer Care Center will provide all incident and OEM hardware call management provided customer has a valid software and hardware contract with Siemens and/or OEM hardware vendor.
Site Visits During PCP	Unlimited site visits during the Principal Coverage Period indicated.
Software Updates	Software updates will be distributed via remote update handling and include all software changes to an existing syngo via application without functional enhancements.
Software Upgrades	Software upgrades will be distributed via remote update handling and involve more substantial software changes such as version change and added functional enhancements. Software Upgrade during Warranty period does not require additional license fees if IT Care Plan TOP service agreement is secured by customer. If customer has not secured the IT Care Plan TOP service agreement, software version upgrade license fees and charges apply. Software Upgrades will be performed remotely. If customer has no SRS connectivity and/or refuses remote upgrade, additional fees will be charged for onsite upgrade labor. Onsite Clinical Application training for Upgrades is excluded. Upgrade training is provided by available on demand Web Based Training (WBT) modules.
SPECT Detector Head Subsystem Coverage	Coverage for the replacement of standard spare parts of the SPECT detector head subsystem that impact image quality. This includes but is not limited to cables, boards, Photomultiplier Tubes (PMT's), preamps and detector itself. This excludes cover(s), detector service tools and the tub itself. For c.cam systems detector head subsystem coverage includes replacement of the crystal.
SPECT Sources HEGL-0133	Coverage for the bi-annual source replenishment of the 10 mCi Gd-153 line sources at the expiration of its useful life (2 years), for the Automatic Quality Control option installed on the SPECT system.
SPECT Sources PHI-0124	Coverage for the annual source replenishment of the 50 µCi Co-57 point source at the expiration of its useful life (1 year), for the Automatic Quality Control option installed on the SPECT system.
syngo Evolve AXA	At least 1 software upgrade. 1 hardware upgrade to the main system (IVS). syngo MultiModality Workplace and refurbished systems excluded in all cases.
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.
teamply Basic	teamply is a cloud based solution that provides Customer access to certain metrics on the Equipment and other Siemens imaging systems connected to Customer's network. teamply's Basic applications require the installation of locally installed teamply receiver software with web-based analytics relating to usage data management. The teamply receiver software can be installed on Customer's hardware or virtual machines meeting the minimum hardware requirements.
Technical Phone Support	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support. Technical Phone Support is available to Siemens customers over the telephone, 24 hours a day, 7 days a week.
Technical Phone Support (24X7)	Direct access to specialists at the Siemens Customer Care Center for fast diagnosis and technical support 24 hours a day, 7 days a week.
Technical Support	Technical Support incident management is a process whereby upon a service request from customer via Lifenet or calling the Customer Care Center. Siemens Service personnel shall remotely correct any failure of the Software to perform substantially in accordance with its documentation if the first level customer IT Administrator is not able to correct the described Software deficiency.

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.
Updates/Upgrade hours: 9x5; M-F	Enables Customer Care Center syngo.via Support Engineers to perform software updates or version upgrades between the hours of 8am – 5pm ; M-F. Holidays Excluded.
Uptime Guarantee	Guarantee that the Equipment will function at the minimum Uptime Performance level set forth in Exhibit A of this Agreement. A SRS connection via VPN broadband is mandatory.
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.
WebViewer #1	Software support for the specified number of WebViewer User for the licensed software.
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.