



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**AMENDED COMPLAINT \$75**  
**April 1, 2021 10:51**

By: KENNETH P. ABBARNO 0059791

Confirmation Nbr. 2218152

BRIDGEWAY DIAGNOSTICS, LLC

CV 21 945745

vs.

**Judge:** WILLIAM T. MCGINTY

HITACHI HEALTHCARE AMERICAS CORPORATION,  
ET AL.

**Pages Filed:** 45

**IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO**

**BRIDGEWAY DIAGNOSTICS, LLC**

1910 E. Samford Avenue

Auburn, Alabama 36830

Plaintiff,

v.

**HITACHI HEALTHCARE AMERICAS  
CORPORATION**

c/o Statutory Agent

CT Corporation System

4400 Easton Commons Way

Suite 125

Columbus, Ohio 43219

and

**HITACHI MEDICAL SYSTEMS  
AMERICA, INC.**

1959 Summit Commerce Park

Twinsburg, Ohio 44087

Defendants.

CASE NO. CV-21-945745

JUDGE WILLIAM T. MCGINTY

**AMENDED COMPLAINT**

**JURY DEMAND ENDORSED**

Now comes Plaintiff Bridgeway Diagnostics, LLC (“Bridgeway” or “Plaintiff”), by and through undersigned counsel, and for its Complaint against Defendants Hitachi Healthcare Americas Corporation and Hitachi Medical Systems America, Inc. (collectively, “Hitachi” or “Defendants”) states as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Bridgeway Diagnostics, LLC is a business duly organized and operating under the laws of the State of Alabama located at 1910 E. Samford Avenue in the City of Auburn, County of Lee, and state of Alabama.

2. Defendant Hitachi Healthcare Americas Corporation is a business duly organized and operating under the laws of the State of Delaware, licensed to do business in Ohio with its principal place of business located at 1959 Summit Commerce Park, County of Summit, and state of Ohio.

3. Defendant Hitachi Medical Systems America, Inc. is a business duly organized and operating under the laws of the State of Delaware, licensed to do business in Ohio with its principal place of business located at 1959 Summit Commerce Park, County of Summit, and state of Ohio.

4. This Court has personal jurisdiction over Defendants because their principal place of business is located in the state of Ohio and Hitachi conducts substantial business in the state of Ohio.

5. Venue is proper in this Court because the parties have consented to jurisdiction in any state court located in the state of Ohio, including the Cuyahoga County Court of Common Pleas, as set forth in the Sales Contract Attached as Exhibit A.

### **FACTS**

6. On September 16, 2016, Bridgeway entered into a contract with Hitachi for the sale of a certified pre-owned Oasis<sup>TM</sup> High-field Bore-less MRI system that was fully refurbished.

7. Pursuant to the contract, Hitachi agreed to sell the Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST (the “magnet”). Ex. A at 3.

8. Hitachi represented to Bridgeway that the magnet it was receiving as part of the MRI system was of the highest strength, which provided outstanding image quality:

At 1.2 Tesla, Oasis is the highest field strength, whole body vertical field magnet. And only the proven experience of Hitachi could bring this high-field performance to you. Hitachi expertise in vertical field magnet design and solenoid coil signal detection delivers outstanding image quality-with no compromise on patient comfort.

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9. Bridgeway relied on Hitachi's representations that the magnet it was receiving was a Mark II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST and paid Hitachi \$1,042,200.00 for the MRI system.

10. Pursuant to the Georgia Rules of Department of Community Health (the "Department"), as part of its purchase, Bridgeway was required to submit a request to the Department for a Letter of Non-Reviewability ("LNR").

11. The LNR Request is a required document that the Department reviews in the analysis and evaluation of the proposed acquisition of diagnostic or therapeutic equipment at a value or expenditure below the equipment threshold specified by the Department.

12. As part of the LNR Request, Hitachi submitted an executed Vendor/Manufacturer Affidavit, in which it represented that it contracted to sell Bridgeway a certified pre-owned Oasis MRI system with serial number M192 (also known as a Mark-II MRI scanner), manufactured in 2014. *See Vendor/Manufacturer Affidavit (attached as Exhibit B).*

13. The actual MRI system that Hitachi delivered to Bridgeway, however, was a lower quality Oasis MRI system with serial number M061 (also known as a Mark-I MRI scanner), manufactured in December 2009, instead of the bargained for and agreed Mark-II version of the 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

14. Bridgeway relied on Hitachi's representation that it was selling Bridgeway a certified pre-owned Oasis MRI system with serial number M192, manufactured in 2014, that was fully refurbished and included a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

15. Had Bridgeway known that Hitachi's representations were false and that it would actually receive a lower quality Oasis MRI system with serial number M061 that was manufactured in December 2009 and did not include a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST, it would not have purchased the MRI system from Hitachi.

16. As such, Bridgeway did not receive the benefit of the bargain under the express terms of the contract with Hitachi.

17. Due to Hitachi's misrepresentations and breach of contract, Bridgeway has been damaged, including, but not limited to: (1) the difference in value of the MRI system it received and the MRI system that it paid for; (2) consequential damages to its business as a result of having a lower quality MRI system; and (3) incidental damages incurred as a result of Hitachi's breach of contract.

### **COUNT ONE**

#### **(Breach of Contract)**

18. All preceding paragraphs are incorporated as if fully re-written herein.

19. Bridgeway entered into an express contract with Hitachi for the sale of a fully refurbished Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

20. Bridgeway fulfilled all its obligations under the contract, including providing valuable consideration in the form of payment of the agreed upon purchase price, in exchange for delivery of the Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

21. Defendants failed to fulfill and/or breached their obligations under the contract without legal excuse, to wit: they failed to provide Bridgeway the fully refurbished Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

22. Defendants' conduct constitutes a breach of contract.

23. As a direct and proximate result of the conduct of Defendants in breaching the contract, Bridgeway suffered damages, including being deprived of the benefit of the bargain under the contract in that Bridgeway did not receive the benefit that was intended; consequential damages to its business as a result of having a lower quality MRI system; and incidental damages incurred as a result of Hitachi's breach of contract.

## **COUNT TWO**

### **(Negligent Misrepresentation)**

38. All preceding paragraphs are incorporated as if fully re-written herein.

39. As part of the aforementioned contract, Defendants made an affirmative representation, in the course of their business, to Bridgeway that it would receive an Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

40. As part of the aforementioned contract, Defendants also made affirmative representations that the MRI system Bridgeway would receive would be fully refurbished.

41. The aforesaid representations were material, as Bridgeway would not have entered into the agreement had it known that it would not receive a fully refurbished Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

42. The aforementioned representations were false, to wit: Defendants falsely informed Bridgeway and provided an affidavit to the Georgia Department of Community Health that it contracted to sell Bridgeway a fully refurbished Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

43. The aforementioned representations were made by Defendants without the exercise of reasonable care or competence in obtaining or communicating the information.

44. Bridgeway justifiably relied on the aforementioned representations when it agreed to enter into the contract with Defendants and pay the purchase price.

45. As a direct and proximate result of the conduct of Defendants in breaching the contract, Bridgeway suffered damages, including being deprived of the benefit of the bargain under the contract in that Bridgeway did not receive the benefit that was intended; consequential damages to its business as a result of having a lower quality MRI system; and incidental damages incurred as a result of Hitachi's breach of contract.

### **COUNT THREE**

#### **(Fraudulent Misrepresentation)**

45. All preceding paragraphs are incorporated as if fully re-written herein.

46. As part of the aforementioned contract, Defendants made an affirmative representation, in the course of their business, to Bridgeway that it would receive an Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

47. As part of the aforementioned contract, Defendants also made affirmative representations that the MRI system Bridgeway would receive would be fully refurbished.

48. The aforesaid representations were material as Bridgeway would not have entered into the agreement had it known that it would not receive a fully refurbished Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

49. The aforesaid representations were made falsely with knowledge of their falsity and/or with such utter disregard and recklessness as to whether they are true or false that knowledge may be inferred, to wit: Defendants falsely informed Bridgeway and provided an affidavit to the Georgia Department of Community Health that it contracted to sell a fully refurbished Bridgeway an Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

50. Defendants intended to mislead Bridgeway into relying on their false representations that it would receive a fully refurbished Oasis<sup>TM</sup> High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

51. Bridgeway justifiably relied on the aforementioned representation when it agreed to enter into the contract with Defendants and pay the purchase price.

52. As a direct and proximate result of the conduct of Defendants in breaching the contract, Bridgeway suffered damages, including being deprived of the benefit of the bargain under the contract in that Bridgeway did not receive the benefit that was intended; consequential damages to its business; and incidental damages.

## **COUNT FOUR**

### **(Unjust Enrichment)**

53. All preceding paragraphs are incorporated as if fully re-written herein.

54. Bridgeway conferred a benefit upon Defendants when it paid Defendants the full purchase price of the Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

55. Defendants knew that that they received the benefit unjustly because they did not deliver to Bridgeway the Oasis™ High-field Bore-less MRI system with an OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

56. Defendants knowingly and unjustly retained the benefit even though they knew that they provided Bridgeway with an MRI system of lesser quality that did not include the OAS-MAG3 consisting of a Mark-II 1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST.

57. Defendants are therefore liable to Bridgeway for restitution in the amount of the benefit conferred on Defendants as a result of their wrongful conduct, including specifically the difference in value between the MRI system that Bridgeway paid for and the MRI system that it actually received.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, for not less than \$25,000.00, including but not limited to:

A. Compensatory, consequential, and incidental damages against all Defendants in an amount to be determined at trial in excess of the Court's jurisdictional amount;

B. Punitive damages against Defendants in an amount to be determined at trial, for the fraudulent conduct of Defendants;

C. Specific performance, including, without limitation, that Defendants be made to deliver product specified in the contract;

D. Attorneys' fees and the costs of this action and other costs that may be associated with this action; and

E. Any and all other relief that this Court deems equitable, just and proper.

**JURY DEMAND**

Plaintiffs respectfully demand a trial by jury of the within matter.

Respectfully submitted,

/s/ Kenneth P. Abbarno

Kenneth P. Abbarno (0059791)

Justin J. Hawal (0092294)

Justin S. Abbarno (0099559)

**DICELLO LEVITT GUTZLER LLC**

7556 Mentor Avenue

Mentor, Ohio 44060

Tel: (440) 953-8888

kabbarno@dicellolevitt.com

jhawal@dicellolevitt.com

***Counsel for Plaintiff***

## Exhibit A

RECEIVED SEP 19 2016  
910Z 6 T DES DELIVER

2K

**HMSA Quotation for:**

13101

**Bridgeway Diagnostics, LLC**  
5007 Summerville Rd.  
Phenix City, AL 36867

This quotation constitutes Hitachi Medical Systems America, Inc.'s offer to sell the products described herein. Purchaser's agreement to be bound by this offer shall be indicating acceptance of the Terms and Conditions of Sale printed on the reverse side of this page.

**This agreement shall not bind Hitachi Medical Systems America, Inc. until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.**

This Quotation is valid: 45 Days  
Quote Expires: 10/30/2016  
Sales Representative: Larry Hargrove  
Phone: (330) 425-1313 x2662  
Email: HARGROVEL@hitachimed.com

**CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM**  
\*\*\*\*\*Used Equipment Is Sold On An As Available Basis Only\*\*\*\*\*



**Customer Acceptance**

**Hitachi Medical Systems America, Inc.**

|                                                                                                                                       |                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| By: <u>[Signature]</u> (signature)<br>Name/Title: <u>Jason A Hoover MD/CEO</u><br>Date: <u>9/16/2016</u><br>Projected Delivery: _____ | Submitted by: <u>[Signature]</u> Date: <u>9/16/15</u><br>Accepted: <u>[Signature]</u> Date: <u>9/28/16</u> |
|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|

HMSA is currently scheduling systems for delivery a minimum of 120 days after satisfaction of any contingencies contained in a signed order that has been received and accepted by the President of HMSA.

Report Generated: 09/16/2016 10:04:00 AM COMPLAINT / CONFIDENTIAL 945745 / Confirmation Nbr. 2218152 / Specification Page 1 of 24

| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>USED OASIS</b> | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br>*****Used Equipment Is Sold On An As Available Basis Only*****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>OAS-INT3</b>   | <p><b>Oasis: High-field Bore-Less MR Imaging</b></p> <p>For You and Hitachi, It's About the Patient. Day in. Day out. High throughput diagnostic performance with uncompromised patient comfort.</p> <p>Oasis brings high speed gradients, multi-channel RF technology, unmatched Zenith™ RF Coils and advanced High Field imaging capabilities to the only truly open architecture high-performance systems ever installed-Hitachi Systems.</p> <p>This powerful 1.2T vertical field MRI delivers image quality for today's high-field applications. Combines uncompromised MR imaging with H</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>OAS-PAC3</b>   | <p><b>PACT™ - Patient Active Comfort Technology</b></p> <p>Like you, the Hitachi focus is on the patient. Our mastery of patient-focused MR imaging is demonstrated in the PACT feature, delivering patient comfort and operator convenience benefits in concert with diagnostic confidence. The Hitachi-exclusive PACT feature set includes:</p> <ul style="list-style-type: none"> <li>-Unobstructed view offered by our truly Open MRI design and 30 degree rotated table - magnet alignment - patients will always have a clear lateral view</li> <li>-660 lbs. patient weight limit - the highest in the industry</li> <li>-82cm wide table with 20cm lateral (in bore), 222cm longitudinal and 40cm vertical motor driven movement control (lowers to 51cm for easy wheelchair transfer)</li> <li>-Multiple simultaneous coil connections to minimize setup time</li> <li>-Patient area lighting to further reduce anxiety</li> <li>-SoftSound™ Gradient Technology reduces gradient noise without compromising clinical performance</li> <li>-Constant two-way communication system reduces patient anxiety</li> <li>-Operator alert (patient initiated) brings attention to the patient even without speaking</li> </ul> <p>The quadrature T/R Body coil provides the transmit capability for the system, as well as offering an alternative receiver coil when surface and volumetric coils cannot be employed.</p> <p>A full set of custom pads and straps promotes patient comfort and consistent image quality, with a wide range of patients and body habitus'.</p> <p>The benefits that flow from PACT and the other Oasis patient management features include minimized patient non-compliance, access to MRI for patients who cannot be managed in other scanners, and high patient volumes.</p> |

Bridgeway Diagnostics, LLC

| Product | Description |
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|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>USED OASIS</b> | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b> |
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|                 |                                                                            |
|-----------------|----------------------------------------------------------------------------|
| <b>OAS-MAG3</b> | <b>1.2T Hitachi High Field Bore-Less Superconducting Magnet with HOAST</b> |
|-----------------|----------------------------------------------------------------------------|

At 1.2 Tesla, Oasis is the highest field strength, whole body vertical field magnet. And only the proven experience of Hitachi could bring this high-field performance to you. Hitachi expertise in vertical field magnet design and solenoid coil signal detection delivers outstanding image quality-with no compromise on patient comfort.

The high uniformity of the magnetic field established during installation is maintained by per patient electronic shimming in two stages. Gradient shimming is applied to reduce linear terms, and in addition to this linear shimming Oasis also includes HOAST™ per patient Higher Order Active Shimming Technology and regional shimming. The two levels of shimming enable exquisite RF fat saturation.

Important Oasis magnet features include:

- 1.2T vertical field strength for high SNR
- Iron core for high field strength, uniformity and stability
- Homogeneity: 0.3ppm@35cm DSV(VRMS) for excellent general image quality and RF fat saturation
- 45cm FOV in all axes
- Shimming features including Computer-modeled passive shims placement and per-patient Higher Order Active Shim Technology
- Active magnetic shielding to minimize the 5 Gauss footprint
- Helium only cryogen design (single cryocooler) with refill once every two years with HMSA approved maintenance

|                 |                                    |
|-----------------|------------------------------------|
| <b>OAS-HGS3</b> | <b>High Output Gradient System</b> |
|-----------------|------------------------------------|

Recognizing that a high performance gradient system is key to meeting today's expectations for image quality and resolution, Hitachi equipped Oasis with a powerful gradient system. Capable of strength up to 33 mT/m and slew rate of up to 100 T/m/sec, Oasis' gradient system enables selection of low TR, TE and IET in combination with small FOV, and thin slices. This level of gradient capability also positions Oasis to adapt to changing MR technology and widening applications far into the future. Note that all gradient measurements represented here are single axis (not "effective") and represent x, y and z axis capabilities. Hitachi's SoftSound gradient coil mounting technique reduces acoustic noise without compromising image quality or capability.

Bridgeway Diagnostics, LLC

| Product           | Description                                                                                                                                |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>USED OASIS</b> | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b> |

**OAS-ZEN3 Zenith™ Radiofrequency System and Zenith Coils**

The Hitachi Zenith System is a powerful combination of multi-channel RF technology and Hitachi exclusive Zenith RF coils. Zenith drives excellent image quality, seamless workflow, wide clinical capability and optimized patient comfort. This multi-channel RF system allows simultaneous coil connection for patient comfort and efficiency. And includes RAPID (Hitachi's parallel imaging feature) to reduce scan times and optimize the most comprehensive collection of vertical field RF coils.

**Transmit System:** An 18kW solid state transmit amplifier ensures sufficient power is available for the broadest range of patient sizes. Oasis' additional power also leaves room for future expansion of MR technology that may require additional RF power. SAR is closely monitored and limited to protect the patient while not needlessly constraining the operator. Oasis' transmit and receiver system is designed for interactive, real-time parameter changes and motion compensation techniques.

**Receiver System:**

- 8 channel RF receiver system
- 2 coil connection points on the table. Users can plug coils in simultaneously for maximum convenience and patient comfort
- Automatic coil detection ensures the correct coil is in operation for each step of the examination.

**Receiver Coils:** Oasis' Zenith receiver coils support RAPID parallel imaging as well as conventional imaging modes for maximum clinical flexibility and image quality. These are all Hitachi designs and include features that drive imaging time and quality benefits not available on other equipment.

**The standard Zenith receiver coils include:**

- 5 Channel RAPID Head - Patient comfort is complemented by an ultra fast, high-resolution Brain imaging capability that drives image quality and workflow benefits.
- 6 Channel RAPID Body - The multi-channel design enables applications from dynamic abdominal scans to cardiac imaging with RAPID parallel imaging.
- 8 Channel RAPID Cervical spine - Volumetric solenoid coil sensitivity and RAPID parallel imaging provide excellent C-spine imaging capability. Even with kyphotic patients.
- 8 Channel RAPID CTL - Optimized to provide the SNR and signal uniformity essential for high quality images of the entire spine. The multi-mode design (C, C-T, T, L) supports RAPID and conventional imaging.
- 6 Channel RAPID Shoulder - The inclusion of a through-arm loop with comfort pads delivers an outstanding axillary penetration capability and coil stability.
- 6 Channel RAPID Knee - The 6-channel Knee coil supports high-resolution acquisitions and provides excellent patient comfort in a compact design. The coil's volumetric solenoid technology enables exquisite orthopedic anatomic detail.

**Additional standard Quadrature, Multiple Array and Solenoid coils include:**

- MA Flexible Body Large - The quadrature design of this coil delivers excellent abdomen, torso and spine imaging for larger patients.
- MA Flexible Body Extra Large - The industry's largest body receiver coil at 190cm circumference enables collection of diagnostic images from patients at the extreme of the demographic spectrum.
- Integrated transmit/receive - The transmit coil for the system also provides receive capability delivering good imaging results for patients that cannot be imaged with other Oasis RF coils.
- General Purpose Solenoid (Halo coil) - The Solenoid design of this coil delivers good SNR for large joint imaging. The coil can also be used as a Brain coil.

Bridgeway Diagnostics, LLC

| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| USED OASIS | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| OAS-VTX3   | Vertex Computer System and Origin MR Operating Software<br><br>From patient registration, through scan planning, scanning, image processing and image management, Oasis' Vertex computer and Origin MR operating Software deliver seamless workflow. The Origin Clinical Study Library, Graphical User Interface (GUI), Intelligent Parameter Guidance and Real-time Image Quality Calculator make scan planning a breeze for even the most complex examinations. Simultaneous scan, reconstruction, and multi-tasked image processing keep patient volume high. With Oasis, your operational e |

Bridgeway Diagnostics, LLC

| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>USED OASIS</b> | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>OAS-IMG3</b>   | <p>Imaging Suites</p> <p>Imaging Suites</p> <p>The powerful, cutting edge Oasis imaging architecture delivers its outstanding clinical imaging benefits through the Imaging Suites. The Oasis standard Imaging Suites include a broad range of acquisition sequences, sequence enhancements and post processing tools. Scanning and processing features are available to meet the clinical challenge in Neuro, Orthopedic, Body, Vascular, Breast, Cancer, Cardiac, and Pediatric imaging.</p> <p>Unique Imaging Suite Features</p> <p><b>RAPID and RAPID 3D:</b> Oasis's RAPID Parallel imaging software enables acceleration in slice and/or phase directions, allowing increases in temporal resolution for dynamic imaging, shortened scan times and reduced susceptibility effects for DWI, among many other benefits. The user can employ either a RAPID pre-scan calibrated technique for the fastest possible imaging (typically Brain) or RAPID self calibrating technique that collects calibration data intra-scan for excellent image quality even with physiological motion (typically for abdominal acquisitions). RAPID parallel imaging capable receiver coils are the Oasis standard as well - virtually all of the Oasis coils are designed for use with RAPID.</p> <p><b>RADAR:</b> (RADial Acquisition Regime) is a powerful tool for collecting motion suppressed images without sedation or excessive patient restraint. RADAR relies on a radial k-space filling technique and its 2D and 3D modes, combinability with fat saturation, T2, FLAIR, STIR, SE, or BASG type contrast plus its application to all coils, anatomy and slice planes nets the most broadly applicable radial feature available in MR imaging.</p> <p><b>BASG - Balanced SARGE:</b> Hitachi's BASG pulse sequence is available in 2D and 3D modes, and can be combined with RF fat saturation. BASG delivers high signal to noise bright fluid images, and is ideal for high spatial resolution cardiac, body, orthopedic and neuro imaging applications.</p> <p><b>WE - Water Excitation:</b> An alternative to CHESS type fat suppression, useful for dynamic studies and cartilage imaging applications in combination with BASG (Balanced SARGE) or RSSG (RF spoiled SARGE).</p> <p><b>H-SINC RF fat saturation:</b> Hitachi proprietary RF fat saturation technique. The HOAST feature plus H-SINC Light and Heavy modes ensure users can deliver excellent RF fat suppression uniformity from large to small field of view for a broad range of clinical applications. Heavy mode is designed to address the challenges of Breast and Body applications in particular, while the Light mode is useful in Neuro and orthopedic applications.</p> <p><b>TIGRE™ Fast T1 weighted 3D Gradient Echo</b> sequence with fat suppression enables the combination of high spatial and high temporal resolution for outstanding dynamic liver and breast imaging.</p> <p><b>TIGRE C:</b> TIGRE T1 Fat suppressed volume imaging capability for dynamic imaging can be combined with Fluoro triggering and TPEAKS centric k-space ordering. TIGRE C simplifies arterial phase capture for breath-hold liver imaging, shortens breathhold time as much as 20% and boosts SNR for Body and Breast dynamic imaging applications.</p> <p><b>FLUTE™:</b> Fluoro triggered MRA enables easy, consistent capture of the arterial phase. Users monitor the artery of interest for bolus arrival using real time scanning mode, switching instantly to the 3D diagnostic scan upon arrival. FLUTE with TPEAKS k-space ordering ensures minimal venous contamination.</p> |

Bridgeway Diagnostics, LLC

| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| USED OASIS | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| OAS-IMG3   | <p><b>Imaging Suites</b></p> <p><b>PEAKS, RPEAKS, TPEAKS:</b> Hitachi's centric k-space ordering techniques for MRA ensure easy, consistent capture of the critical arterial phase. Three different implementations provide for maximum clinical flexibility.</p> <p><b>TRAQ™:</b> Time resolved MRA (4D imaging) provides insight into the dynamics of blood flow, enabling effortless depiction of arterial and venous phases, without consideration of bolus timing.</p> <p><b>Diffusion Imaging:</b> The high slew rate gradient system, SS-EPI (Single Shot Echo Planar Imaging), pre-programmed multiple axes acquisitions, and automatic creation of ADC and isotropic images make the Oasis Diffusion imaging capability powerful and workflow oriented.</p> <p><b>HOAST™ (Higher Order Active Shimming Technology):</b> The magnet shim is adjusted on each patient with Oasis to promote excellence in large FOV and off-isocenter RF fat suppression. Body and orthopedic imaging benefit in particular from this important Oasis feature.</p> <p><b>VASC™ Non contrast MRA:</b> For cases complicated by renal insufficiency, users can employ Hitachi's VASC pulse sequence, netting excellent renal and peripheral vessel image quality without a bolus.</p> <p><b>Driven Equilibrium FSE:</b> Provides a method to shorten TR for 2D/3D fast spin echo sequences while maintaining excellent target contrast. The net result is shorter scan time and better patient compliance. The Driven Equilibrium technique also applies to FIR (Fast Inversion Recovery) imaging sequences and can be combined with the RADAR motion compensating technique.</p> <p><b>primeFSE and FIR:</b> Oasis delivers user adjustable bandwidth and direct TE selection for ultimate Fast Spin Echo flexibility. Bandwidth selection enables excellent depiction of anatomy in the presence of prostheses.</p> <p><b>NATURAL™:</b> Patient-specific image quality enhancement algorithm for optimal image uniformity.</p> <p><b>3D-GEIR:</b> Volume gradient echo sequence, delivers enhanced T1 contrast with high grey-white matter differentiation. Isotropic acquired images can be reconstructed in arbitrary planes with the MPR feature with excellent image quality.</p> <p><b>Image Stitching:</b> Contiguous sagittal or coronal images can be joined to provide a seamless extended field of view single image. Stitched images may be exported in a DICOM compliant format.</p> |

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| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| OAS-NST2   | <b>NeuroSuite Features</b><br><p>The vital pulse sequences, acquisition features and post processing tools for high-quality imaging of the brain, head/neck and spinal structures are standard on Oasis. Oasis' powerful gradient system drives short neuro scan times for high throughput.</p> <ul style="list-style-type: none"> <li>-Preprogrammed and user customized Head and Spine Protocols</li> <li>-5 Channel RAPID Head coil for high SNR and signal uniformity</li> <li>-Multiple coil plug-in feature promotes patient comfort and technologist efficiency</li> <li>-RADAR motion compensated imaging technique (all plane, all coil) for uncooperative or infirm patients</li> <li>-High resolution - 1024 imaging</li> <li>-Large 45cm FOV (all axes) complemented by HOAST features ability to deliver excellent large FOV RF fat suppression</li> <li>-Image Centering - places center of prescribed slab at magnet isocenter automatically for best neuro image quality</li> <li>-Fat Suppression - RF Fat saturation, STIR, Water Excitation</li> <li>-3D BASG (Balanced SARGE) sequences for IAC imaging with bright fluid</li> <li>-High resolution 3D-FSE and Driven Equilibrium 3D FSE for IAC imaging</li> <li>-Volume acquired datasets can be reconstructed in any plane with MPR (Multi-Planar Reconstruction)</li> <li>-FLAIR, Fast FLAIR and RADAR FLAIR for CSF suppression</li> <li>-MR Myelography with 3D-FSE and 3D BASG (with fat suppression)</li> <li>-Multi-slice Fast Spin Echo supports up to 256 echo train</li> <li>-Diffusion Weighted Imaging with fat suppressed single shot and high resolution multi-shot techniques and ADC mapping capabilities</li> <li>-3D-GEIR volume gradient echo sequence, delivers enhanced T1 contrast with high grey-white matter differentiation. Isotropic acquired images can be reconstructed in arbitrary planes with the MPR feature with excellent image quality.</li> <li>-Image Stitching contiguous sagittal or coronal spine images can be joined to provide a seamless extended field of view single images. Stitched images may be exported in a DICOM compliant format.</li> </ul> |

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| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| <b>OAS-OST2</b>   | <b>OrthoS uite Features</b><br><p>Only Oasis delivers the very high field strength and truly open architecture enabling exquisite orthopedic MR imaging. Its inherent high SNR potential promotes high spatial resolution critical for orthopedic imaging, and permitting all anatomy to be imaged at isocenter delivers remarkable RF fat saturation.</p> <ul style="list-style-type: none"> <li>-Preprogrammed and user customized Upper and Lower Extremity Protocols</li> <li>-2D/3D pulse sequences</li> <li>-RADAR motion compensated imaging technique for uncooperative or infirm patients also minimizes popliteal flow artifacts for knee imaging applications</li> <li>-Excellent off-isocenter Fat Suppression with the HOAST feature's Regional Shimming capability. Patient's enjoy comfortable wrist and shoulder positioning with no compromise on RF fat saturation</li> <li>-6 Channel RAPID Shoulder demonstrates excellent image quality including high SNR labrum depiction with unique "under the arm" loop and RAPID parallel imaging capability</li> <li>-6 Channel RAPID Knee coil supports high-resolution acquisitions providing exceptional orthopedic anatomic detail</li> <li>-Driven Equilibrium FSE enables heavy T2 weighting (increased CNR) with limited scan time</li> <li>-Fast STIR fat suppression</li> <li>-Cartilage imaging excels using Water Excitation and BASG (Balanced SARGE) 3D Gradient Echo sequences</li> <li>-primeFSE's user selectable receiver bandwidth enables exquisite FSE image quality in the presence of prostheses or implants and delivers multi-echo FSE for PD and T2 weighted acquisitions in one sequence</li> <li>-MR arthrograms benefit from excellent RF fat suppression</li> <li>-Kinematic imaging support for TMJ studies using RAPID Head coil</li> <li>-Isocenter positioning promoted by lateral table movement and the extra wide table ensure excellent shoulder and extremity fat saturation and general image quality.</li> <li>-H-SINC RF fat saturation technique delivers uniform suppression over large to small FOVs</li> </ul> |

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| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| OAS-BST2          | <b>BodySuite Features</b><br><p>The exceptional power of Oasis is demonstrated in this demanding and fastest-growing group of applications. High SNR from the 1.2T magnet and Zenith RF coil technology is complemented by the TIGRE fast, fat suppressed imaging sequence and Hitachi's all coil/all plane motion compensating RADAR technique. 2D and 3D protocols for abdomen, pelvis, MRCP and dynamic liver imaging techniques are all standard.</p> <ul style="list-style-type: none"> <li>-Preprogrammed and user customized Body Protocols</li> <li>-2D/3D pulse sequences</li> <li>-Breathing artifact is suppressed for abdominal imaging using Hitachi's RADAR motion compensated imaging technique</li> <li>-Respiratory triggered techniques benefit from expiratory phase sensing</li> <li>-Breath hold and free breathing acquisitions supported</li> <li>-RAPID parallel imaging with 6 Channel Torso/Abdomen coil for fastest scanning while maintaining excellent SNR</li> <li>-4 total standard Body imaging coils: Large, Extra Large, RAPID and the T/R Body coil deliver high SNR and broadest patient population support available</li> <li>-In/Out of phase multi-echo Gradient Echo technique</li> <li>-Abdominal diffusion weighted imaging (DWI)</li> <li>-T2 Echo Factor Compensation provides very fast high quality ss FSE imaging</li> <li>-T/R Body Coil Shim Scan provides consistent image quality for abdominal and cardiac regions</li> <li>-HOAST - Higher Order Active Shimming Technology drives excellent large FOV fat suppression in all planes.</li> <li>-TIGRE™ standard fast T1 weighted 3D Gradient Echo sequence with fat suppression enables the combination of high-spatial and high temporal resolution for outstanding dynamic liver and breast imaging.</li> <li>-TIGRE C: TIGRE T1 Fat suppressed volume imaging capability for dynamic imaging can be combined with Fluoro triggering and TPEAKS centric k-space ordering. TIGRE C simplifies arterial phase capture for breath-hold liver imaging, shortens breathhold time as much as 20% and boosts SNR for Body and Breast dynamic imaging applications.</li> <li>-Dynamic Liver studies benefit from Oasis's large FOV, uniform fat suppression from the HOAST higher order active shimming feature, and the highly sensitive 6 Channel Torso/Abdomen coil.</li> <li>-Volume acquired datasets can be post processed with MPR to yield images from any plane.</li> </ul> |

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| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>OAS-VST2</b>   | <b>VascularSuite Features</b><br><br>Conventional 2D/3D TOF and advanced acquisition techniques such as Time Resolved MRA (TRAQ™) and 3D vessel post-processing features provide the tools you need in this fast-growing application segment. <ul style="list-style-type: none"> <li>-Preprogrammed and user customized Vascular Protocols</li> <li>-2D/3D inflow and bolus methods</li> <li>-RAPID parallel imaging for fastest scanning while maintaining excellent SNR</li> <li>-Sloped Slab Profile (SSP) and Magnetization Transfer Contrast (MTC) methods for uniform signal intensity and background suppression</li> <li>-MRA benefits from 100 T/m/sec slew rate - short TE's are available to minimize intravoxel dephasing</li> <li>-ECG gating is standard to maximize image quality</li> <li>-VASC™ Non contrast MRA - Non contrast MRA sequence provides an excellent alternative to bolus MRA for patients with renal insufficiency.</li> <li>-TRAQ Time resolved MRA provides insight into the dynamics of blood flow, enabling effortless depiction of arterial and venous phases, useful when flow direction is uncertain</li> <li>-FLUTE Fluoro triggering for easy, consistent arterial phase capture</li> <li>-PEAKS, RPEAKS, TPEAKS: Hitachi's centric k-space ordering techniques ensure easy, consistent capture of the critical arterial phase. Three different implementations provide for maximum clinical flexibility</li> <li>-MIP (Maximum Intensity Projection) and Volume Rendered MIP for excellent 3D vessel depiction</li> <li>-2D/3D Phase Contrast MRA acquisition and analysis, enables VENC selection from 5 cm/s to 400 cm/s to meet a wide range of clinical needs. Velocity analysis graphs and statistical reports are standard.</li> </ul> |
| <b>OAS-BAT2</b>   | <b>Bariatric Imaging Features</b><br><br>Oasis provides unmatched positioning flexibility and accommodation for bariatric patients; delivering the optimal combination of comfort and quality for larger patients. <ul style="list-style-type: none"> <li>-Widest patient table (82cm)</li> <li>-Highest patient weight limit (660lbs)</li> <li>-Largest Flex Body coil (190cm circumference)</li> <li>-Large vertical patient gap</li> <li>-Unlimited lateral opening</li> <li>-Bariatric scanning protocols optimize image quality</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |



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| <b>OAS-PED2</b> | <b>Pediatric Imaging Features</b> |
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Constant patient contact sets Oasis pediatric imaging apart. Parents and technologist can see and communicate with the patient throughout the exam making them more comfortable. Fast scanning and motion reduction acquisitions provide excellent image quality.

- Preprogrammed and user customized Pediatric Protocols
- PACT and the Oasis Open MR geometry provide an ideal pediatric imaging environment, while Oasis' powerful imaging architecture provides high quality and fast scanning
- RADAR motion compensated imaging technique enables artifact suppressed free breathing acquisitions for uncooperative or infirm patients
- General Purpose Solenoid coil (Halo coil) delivers quality imaging and an all around view
- SoftSound™ mechanical gradient noise damping minimizes acoustic noise without constraining acquisition parameters
- RAPID parallel imaging for fastest scanning while maintaining excellent SNR
- Multiple coil plug-in feature promotes patient comfort and technologist efficiency

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| <b>OAS-MAGS</b> | <b>Magnet Specifications</b> |
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Hitachi designed and manufactured for high performance and reliability

- |                                 |                                                               |
|---------------------------------|---------------------------------------------------------------|
| -Magnet Type:                   | Superconducting Iron Core                                     |
| -Field Strength:                | 1.2 Tesla                                                     |
| -Field Orientation:             | Vertical                                                      |
| -Shielding:                     | Active self shielding                                         |
| -5G Fringe field from isocenter |                                                               |
| -Horizontal:                    | 4.2 m                                                         |
| -Vertical:                      | 3.3 m                                                         |
| -Gantry Size (L x W x H):       | 2.7m x 2.5m x 2.1m                                            |
| -Patient Aperture:              | 44cm                                                          |
| -Gantry Weight:                 | 34,200 lbs                                                    |
| -Static Field Homogeneity:      | 0.3ppm @ 35cm DSV (VRMS)                                      |
| -Shimming:                      |                                                               |
| -Installation:                  | Computer placed iron shims                                    |
| -Patient:                       | Linear plus Higher Order Active Shim Technology (HOAST)       |
| -Cryogen:                       | Helium only                                                   |
| -Refill Frequency:              | Once every two years with Hitachi Ultra-Plus Customer Support |

|                 |                                |
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| <b>OAS-HGSS</b> | <b>Gradient Specifications</b> |
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Hitachi amplifiers and proprietary eddy current compensation technology delivers imaging excellence in general to advanced applications

- |                             |                                               |
|-----------------------------|-----------------------------------------------|
| -Peak Amplitude:            | 33 mT/m                                       |
| -Peak Slew Rate:            | 100 T/m/s                                     |
| -Cooling method:            | Water                                         |
| -Shielding:                 | Active                                        |
| -Eddy Current compensation: | Computer optimized, with B0 compensation      |
| -Gradient noise reduction:  | SoftSound mechanical gradient noise dampening |

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| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <b>OAS-ZENS</b>   | <p><b>Zenith RF System Specifications</b></p> <p>Powerful transmitter and sensitive receiver electronics ensure the high SNR potential of the Oasis magnet is realized in your imaging results</p> <p><b>Solid State Transmitter</b></p> <ul style="list-style-type: none"> <li>-Quadrature transmitter</li> <li>-18 kW Peak Envelope Power</li> <li>-Quadrature Radial type Transmit and Receive Coil</li> </ul> <p><b>Digital Receiver</b></p> <ul style="list-style-type: none"> <li>-Eight Independent Channels Standard</li> <li>-Two table-top connection points enable simultaneous coil connections</li> <li>-Ultra low noise figure (0.5dB) coil mounted preamplifiers</li> <li>-Variable Receive Bandwidth (manual or automatic)</li> <li>-RAPID™ parallel imaging capability</li> </ul> <p><b>Custom Coil and Accessories cabinet</b></p> <p>A custom designed cabinet providing organization and in-room storage for all standard and optional coils, as well as other accessories such as table pads, straps and test phantoms.</p> |
| <b>OAS-VTXS</b>   | <p><b>VERTEX II Workstation</b></p> <p>Fast GUI, simultaneous scan and reconstruction drive high workflow efficiency</p> <ul style="list-style-type: none"> <li>-Host CPU: Core 2 Duo</li> <li>-RAM: 3 GB</li> <li>-Operating System: Windows based, mouse driven intuitive GUI</li> <li>-Ethernet Interface: 10/100/Gigabit Auto-sensing</li> <li>-High Resolution monitor: 24 inch LCD color monitor</li> <li>-Operator input: Mouse and QWERTY keyboard</li> <li>-Magnetic disk: 3.5 inch 250 GB storage capacity, capable of holding 400,000 images at 256x256 matrix</li> <li>-Image storage: DVD writer for image data storage. Reliable DVD RAM 94GB media stores up to 6,000 images</li> <li>-CD Writer: Includes auto-launching image viewer application for patients and referring physician convenience</li> <li>-Intercom: Two way patient - operator</li> <li>-System controls: Start scan, pause scan, abort scan, emergency stop</li> <li>-Security Features: User Authentication, Automatic Logout and Audit Log</li> </ul>      |

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| OAS-PS3    | <b>Pulse Sequences</b><br><br>General to advanced, the acquisition sequences you need to meet the clinical challenge <ul style="list-style-type: none"> <li>-Spin Echo (SE) with up to 4 echoes               <ul style="list-style-type: none"> <li>-RADAR-SE for motion compensated T1 imaging</li> </ul> </li> <li>-2D/3D Gradient Echo (GE) and Multi-Echo Gradient Echo</li> <li>-Inversion Recovery (IR)               <ul style="list-style-type: none"> <li>-FLAIR</li> <li>-STIR</li> </ul> </li> <li>-2D/3D Fast Spin Echo (FSE)               <ul style="list-style-type: none"> <li>-Echo Factors (ETL): 2-256</li> <li>-User defined Inter Echo Spacing, TE</li> <li>-User defined Echo allocation including Centric, Anti-centric, ADA, and Sequential</li> <li>-Single Shot FSE-Ultra fast acquisition, Ultrahigh Echo Factor for MRCP, MR Urography, and MR Myelography</li> <li>-Driven Equilibrium- Increases SNR and Contrast over conventional FSE without increasing TR.</li> <li>-RADAR radial k-space acquisition</li> <li>-primeFSE - uses centric k-space ordering feature enables an SNR increase over conventional methods, user selectable receiver bandwidth and excellent multi-echo (PD and T2 weighted) FSE imaging</li> </ul> </li> <li>-Fast Inversion Recovery (FIR)               <ul style="list-style-type: none"> <li>-Echo Factors: 2-256</li> <li>-Inversion Time: 20-8000 enables Fast STIR, Fast FLAIR imaging</li> <li>-Driven Equilibrium</li> <li>-primeFIR</li> <li>-RADAR radial k-space acquisition</li> <li>-Double and Triple IR Black Blood acquisitions</li> </ul> </li> <li>-Steady-State Acquisition Rewound Gradient Echo (SARGE SG)               <ul style="list-style-type: none"> <li>-RF-Spoiled SG- (RSSG) provides T1 weighting</li> <li>-Rephased SG -Flow compensation for reduced artifacts</li> <li>-Balanced SG (BASG) -Completely balanced SG provides high SNR and bright fluids in a rapid acquisition.                   <ul style="list-style-type: none"> <li>-RF fat saturation</li> <li>-Phase-cycled fat suppression cardiac imaging</li> <li>-RADAR - BASG for motion compensated abdominal and cervical spine imaging</li> </ul> </li> <li>-Time Reversed SG (TRSG)- T2 weighted Fluoro acquisition</li> </ul> </li> <li>-Diffusion Weighted Imaging (DWI)               <ul style="list-style-type: none"> <li>-Single Shot SE EPI</li> <li>-B-Factor: 0-2000</li> <li>-RF Fat Saturation</li> <li>-IR pulse</li> </ul> </li> <li>-TIGRE - 3D T1 Gradient Echo               <ul style="list-style-type: none"> <li>-Fast gradient echo with optimized fat suppression for dynamic breast and abdomen imaging</li> </ul> </li> <li>-TIGRE C - combined with Fluoro triggering and TPEAKS for liver imaging</li> <li>-2D/3D TOF               <ul style="list-style-type: none"> <li>-High contrast blood flow visualization</li> <li>-Combine with pre-saturation to image arteries or veins</li> <li>-Single slab or multi-slab (3D)</li> </ul> </li> <li>-VASC Non-contrast MRA               <ul style="list-style-type: none"> <li>-Bright fluid BASG sequence with walking pre-sat</li> </ul> </li> <li>-Phase Contrast MRA (PC-MRA)               <ul style="list-style-type: none"> <li>-Velocity Encode: 5-400 cm/sec. increment 1 cm/sec</li> <li>-No contrast agent</li> </ul> </li> </ul> |

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| OAS-ACQ3   | <b>Acquisition Features and Protocol Enhancements</b><br><br>Scan fast and deliver excellent results using these pulse sequence enhancements and features designed to minimize artifacts and increase ease-of use <ul style="list-style-type: none"> <li>-Image Plane Selection               <ul style="list-style-type: none"> <li>-Transverse, Sagittal and Coronal</li> <li>-Single and Double Oblique</li> <li>-Multi-slice, Multi-angle</li> <li>-Radial for simplified MRCP, Knee acquisition planning</li> <li>-Multi-plane for combined Sagittal, Coronal, Axial acquisition (SC, SCA, CA, or SA)</li> <li>-Interactive Scan Control (I-Scan) enables efficient imaging plane selection and real-time image collection with slice position and scan parameter change and update during MR Fluoro acquisition</li> </ul> </li> <li>-Prescan               <ul style="list-style-type: none"> <li>-RF power adjustment</li> <li>-Center Frequency</li> <li>-Volume Shim adjust</li> </ul> </li> <li>-User Defined Regional Shim</li> <li>-Fat Suppression Techniques               <ul style="list-style-type: none"> <li>-Water Excitation (Binomial technique)</li> <li>-Graphical presentation of fat-water peaks</li> <li>-Graphical prescription of RF fat suppression frequency</li> <li>-RF fat saturation (conventional SINC pulse)</li> <li>-H-SINC RF Fat Saturation (Light mode for lipid only, Heavy for lipid and olefinic suppression)</li> <li>-STIR, Fast STIR (FIR)</li> <li>-In/out of phase GE</li> </ul> </li> <li>-Motion Compensation               <ul style="list-style-type: none"> <li>-RADAR Radial Acquisition (FSE, FIR, FLAIR, SE, BASG)</li> <li>-Gradient Rephasing</li> <li>-Presaturation Pulses-up to eight</li> <li>-Walking Presaturation</li> <li>-Cardiac Gating with Arrhythmia Rejection</li> <li>-Peripheral Pulse Gating with Arrhythmia Rejection</li> <li>-Respiratory Gating</li> <li>-Diaphragm Navigation Echo</li> <li>-Intermittent Presaturation</li> </ul> </li> <li>-User defined Variable Bandwidth</li> <li>-Dual Slice Acquisition</li> <li>-Rectangular Field of View</li> <li>-Anti-aliasing</li> <li>-User defined inter-echo spacing</li> <li>-Half Scan and 3/4 scan</li> <li>-Half Echo</li> <li>-Asymmetric Measurement Imaging (AMI)</li> <li>-Real time image quality indicator (relative CNR, SNR)</li> <li>-Real time spatial resolution update shows impact of parameter changes prior to scanning</li> <li>-Silent Mode gradient noise reduction scan mode</li> <li>-Image Centering - places center of prescribed slab at magnet isocenter automatically for optimal image quality</li> <li>-Auto Voice</li> <li>-Coil mode search optimizes SNR when multiple coils are used simultaneously</li> <li>-NATURAL™ image quality enhancement algorithm</li> <li>-Dynamic Scan Time Table Window provides graphical review of dynamic scan procedure (steps and timing) for easy and efficient study planning</li> </ul> |

Bridgeway Diagnostics, LLC

| Product    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| USED OASIS | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| OAS-IPT3   | <p><b>Image Processing Tools</b></p> <p>Maximize image quality and workflow efficiency with these multi-tasked tools and features. Most are combinable with scanning keep interaction requirements to a minimum</p> <ul style="list-style-type: none"> <li>-Maximum/Minimum/Average Intensity Projection (MIP)               <ul style="list-style-type: none"> <li>-Sliding and expanding MIP capabilities</li> <li>-MRA post processing tool</li> <li>-Freehand, Elliptical, and Rectangular Cropping</li> <li>-Include/Exclude mode</li> <li>-Sliding, Expanding mode</li> </ul> </li> <li>-Multiplanar Reconstruction (MPR)               <ul style="list-style-type: none"> <li>-Parallel cut</li> <li>-Parallel slant cut</li> <li>-Radial cut</li> <li>-Curved</li> </ul> </li> <li>-Vascular Volume Rendering               <ul style="list-style-type: none"> <li>-Radial, Sliding, and Expanding Projection modes</li> <li>-Opacity setting</li> </ul> </li> <li>-Filtering Tools               <ul style="list-style-type: none"> <li>-Adaptive imaging filter</li> <li>-Edge Enhancement</li> <li>-Image Mask</li> <li>-IQ2 k-space signal processing</li> </ul> </li> <li>-Image addition and subtraction</li> <li>-Calculated Images (Proton Density, T1 and T2)</li> <li>-Dynamic analysis               <ul style="list-style-type: none"> <li>-Multiple graph modes include: Normalized Signal Intensity time graph, Multiplicative Signal Intensity-time graph, and Signal Intensity change rate-time graph</li> <li>-Multi-slice support</li> <li>-DICOM exportable</li> </ul> </li> <li>-Diffusion Analysis               <ul style="list-style-type: none"> <li>-ADC map</li> <li>-Isotropic DWI map</li> <li>-DICOM exportable</li> </ul> </li> <li>-Image Review Tools               <ul style="list-style-type: none"> <li>-Unlimited series review</li> <li>-Flexible window layout</li> </ul> </li> <li>-Filming Tool with configurable layouts</li> </ul> |

Bridgeway Diagnostics, LLC

| Product                                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>USED OASIS</b>                        | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>OAS-IPT3</b>                          | Image Processing Tools <ul style="list-style-type: none"> <li>-Viewport Tools               <ul style="list-style-type: none"> <li>-Maximize/Resize</li> <li>-WW/WL</li> <li>-Magnify</li> <li>-Rotate/Reverse</li> <li>-Cine Tool</li> <li>-Comment/Annotate</li> <li>-ROI (circular or rectangular)</li> <li>-Measuring functions</li> <li>-Statistics</li> <li>-Overlay</li> <li>-Layout</li> </ul> </li> <li>-Protocol/Task management               <ul style="list-style-type: none"> <li>-Windows Explorer style</li> <li>-Protocol editing without loaded study</li> <li>-Categorized Anatomic Protocol Library</li> </ul> </li> <li>-System Tools               <ul style="list-style-type: none"> <li>-Job Queue</li> <li>-Stopwatch</li> <li>-Waveform Display</li> <li>-Patient Table settings</li> <li>-System Settings</li> </ul> </li> </ul> |
| <b>OAS-HE3</b>                           | Echelon/Oasis Heat Exchanger<br><br>Provides isolation of Oasis and Echelon gradient coil, gradient amplifier and magnet cryocooler cooling loops from the chilled water source for maximum reliability. Monitoring circuits and signals for flow and temperature condition are provided and interfaced with the MR imaging system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>1.2-LGFLXBODY.PL</b>                  | <b>OASIS Flex Body Coil - Large</b><br><br>The quadrature design of this coil delivers excellent abdomen, torso and spine imaging for larger patients. Also useful for multi-station scanning such as peripheral vascular MRA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>OPTIONAL ITEMS</b>                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| *** THE FOLLOWING ITEMS ARE OPTIONAL *** |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>HF.COILCAB</b>                        | <b>HIGH FIELD COIL CABINET</b><br><br>Echelon and Oasis include an attractive custom designed cabinet that provides organization and in-room storage for all standard and optional coils, as well as other accessories such as table pads, straps and test phantoms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

Bridgeway Diagnostics, LLC

| Product                    | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>USED OASIS</b>          | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>HF-REFURBHEAT</b>       | <b>REFURBISHED HEAT EXCHANGER</b><br><br>Refurbished Oasis-Echelon Heat Exchanger:<br><br>Provides isolation of Oasis and Echelon gradient coil, gradient amplifier and magnet cryocooler cooling loops from the chilled water source for maximum reliability. Monitoring circuits and signals for flow and temperature condition are provided and interfaced with the MR imaging system.                                                                                                                                   |
| <b>1.2-WRIST.PL</b>        | <b>OASIS RAPID Multi Array Wrist Coil</b><br><br>3 Channel RAPID Wrist<br>Large enough to support a broad patient demographic, the wrist coil's solenoid design delivers very high spatial resolution at high SNR. This coil supports RAPID and conventional imaging modes.                                                                                                                                                                                                                                                 |
| <b>HF.REFURBCHILLER.PL</b> | <b>REFURBISHED CHILLER</b><br><br>Refurbished Oasis-Echelon Chiller:<br><br>Provides a chilled water source for Oasis and Echelon's in those cases where no chilled water source is available. A compact design and outdoor installation minimizes installation requirements.                                                                                                                                                                                                                                               |
| <b>SHIP-1.2.PL</b>         | <b>SHIPPING AND INSURANCE TO CUSTOMER SITE</b><br><br>SHIPPING AND INSURANCE TO CUSTOMER SITE<br>Includes domestic truck freight charges and transportation insurance; additional charges apply for international and ocean freight expenses.                                                                                                                                                                                                                                                                               |
| <b>1.2-RIGGING</b>         | <b>OASIS RIGGING EXPENSES</b><br><br>OASIS RIGGING EXPENSES<br>A Rigging Allowance for Reasonable and Customary Rigging Costs (not to exceed the quoted LIST PRICE) is included. Provided no monies are then due and owing to HMSA, upon receipt by HMSA of final system payment, HMSA will promptly pay the Rigging invoice on behalf of the Customer, up to the LIST PRICE quoted herein.<br>(Note: construction and shoring costs associated with providing a clear rigging path are the responsibility of the Customer) |

**Bridgeway Diagnostics, LLC**

| Product                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>USED OASIS</b>         | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br>*****Used Equipment Is Sold On An As Available Basis Only*****                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>1.2-XP<br/>UPGRADE</b> | <b>OASIS XP Upgrade Kit</b><br><br>Oasis XP Upgrade includes: <ul style="list-style-type: none"> <li>- Vertex II state-of-the-art Core i5, 64-bit host computer. Delivers the speed and performance to enhance every day operations and opens the door for even more advanced functionality.</li> <li>- Origin™ Version 4.0 Operating software. Includes all of the enhancements of version 3.0A and takes full advantage of the advanced computer platform that comes with XP. And, it opens the door for additional capabilities now and in the future.</li> <li>- isoFSE. One scan, Unlimited images. An isotropic voxel Fast Spin Echo acquisition that can be acquired in one plane and provide for high quality images in other planes through Multi-Planar Reformatting (MPR).</li> <li>- AutoPose. Automatically determines optimal slice locations for routine brain exams, saving time and improving consistency of scans.</li> <li>- Additive Arrangement Gradient Echo (ADAGE). Uses combinations of multiple echoes to create high contrast T2*-weighted images with reduced chemical shift. ADAGE provides improved Gray/White matter contrast in spine and improved fluid/cartilage differentiation in MSK imaging</li> <li>- Flexible Reconstruction Matrix. Removes the power-of-two restriction on reconstruction matrix dimensions. Reconstructed images can be size-optimized to more closely reflect the anatomy of the scan</li> </ul> |
| <b>1.2-ISOFSE</b>         | <b>isoFSE **Requires XP Upgrade Package</b><br><br>3D volume T2 isotropic fast spin echo with variable refocusing flip angle technique. Isotropic voxel allows a user to acquire an image in one plane and create high quality images of other planes through Multi-Planar Reformatting (MPR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>1.2-AUTOPOSE</b>       | <b>OASIS AUTOPOSE **Requires XP Upgrade Package</b><br><br>Automatically determines and places optimal main scan slice locations based on the initial scanogram, saving the operator time and improving consistency of routine brain scans.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

Bridgeway Diagnostics, LLC

| Product    | Description                                                                                                                                |
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| USED OASIS | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b> |

MR  
SALES TERMS

MR Sales Terms & Conditions

1. Acceptance; Modifications.

1.1 Definitions of Products. "Products" means those magnetic resonance imaging instruments sold to Purchaser under this Agreement and installed in the U.S.

1.2 Final Acceptance; Entire Agreement. All orders placed pursuant to this Quotation shall be subject to the final acceptance in writing by a duly authorized representative of Hitachi Medical Systems America, Inc. ("HMSA") at its office address as set forth on the first page of this Quotation. The terms and conditions of this Quotation and HMSA's written acceptance thereof (the "Agreement") shall constitute the complete agreement between the parties, reflecting their entire understanding as to matters related hereto and supersedes any prior oral or written statement or agreement. No term or condition of the Purchaser's order which is different from or in addition to the terms and conditions as set forth in the Agreement shall be binding on HMSA unless, and only to the extent, such different or additional term or condition is expressly accepted by HMSA in writing. In the event of any inconsistency between the terms set forth in any of Purchaser's documents and these terms and conditions, the terms and conditions set forth in this Agreement shall control.

2. Price; Terms of Payment.

2.1 Quotes Prices; Transportation. All quoted prices are F.O.B. Port of Entry stated shipping point, unless otherwise specified, and include domestic packaging and are subject to correction for error (additional charges apply for outside the contiguous U.S.). Transportation shall be by means that are commercially reasonable and customary and at the Purchaser's expense.

2.2 Taxes. Prices do not include local, state or federal taxes. Consequently, the amount of any sales, use or similar tax applicable to the sale of the Products and/or Services herein or to the use of such goods by the Purchaser shall be paid by the Purchaser. If HMSA is required to collect or pay any such tax, Purchaser shall reimburse HMSA promptly after demand for such tax payment and for any associated expenses.

2.3 Payment. Unless otherwise agreed in writing, Payment is due upon receipt of invoice with no discount allowed for early payment. Invoices shall be issued upon shipment. In the event shipment is delayed beyond the date (if any) stated in the Quotation for any reason not attributable to HMSA's ability to ship the Product, any payment due upon shipment, delivery, or installation shall be made on the originally scheduled shipping date. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1-1/2% per month or the maximum rate from time to time permitted by applicable law. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and installation is delayed for any reason for which HMSA is not responsible, the Products shall be deemed installed upon delivery. In no event shall Purchaser be entitled to withhold payment for undelivered accessories or options in an amount which exceeds the lesser of (a) the quoted purchase price for the subject option or accessory and (b) in the event the purchase price for such accessory is not separately quoted, HMSA's published price for such item.

3. Credit Terms; Security Interest; Purchaser Default

3.1 Credit; Security Interest. To induce HMSA to extend credit to the Purchaser, the Purchaser hereby grants HMSA a purchase money security interest in the Products supplied hereunder, and the Purchaser authorizes HMSA to file a Uniform Commercial Code financing statement with respect to the Products prior to shipment (UCC-3 filed upon receipt of final payment).

3.2 Deposits. Any deposit made by the Purchaser with respect to Products is nonrefundable except to the extent HMSA fails to deliver the Products and such failure does not result from a breach of Agreement by the Purchaser or other wrongful act or omission of the Purchaser.

3.3 Purchaser Default. If default is made in any of the payments herein, the Purchaser agrees that HMSA may retain all payments which have been made on account of the Total System Price to 30% of the Total System Price, as liquidated damages and HMSA shall be entitled to the immediate possession of the Products and shall be free to enter the premises where the Products may be located and remove same as HMSA's property, without prejudice to its right to recover any further expenses or damages it may suffer by reason of such nonpayment.

Bridgeway Diagnostics, LLC

| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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| USED OASIS        | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| MR<br>SALES.TERMS | MR Sales Terms & Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                   | <p>4. Warranty.</p> <p>4.1 Warranty. Except as hereinafter provided, HMSA warrants all Products and parts supplied by HMSA to be free of defects in design, material and workmanship for the Warranty Period. The warranty period shall begin upon completion of installation or first use, whichever occurs first. If a failure occurs during the warranty period, and there is no evidence of misuse, abuse, neglect or unauthorized alteration or repair as Purchaser's sole and exclusive remedy, HMSA will repair, replace or correct, at its option, the defective item without charge for parts and labor. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HMSA'S WARRANTY DOES NOT APPLY (i) IF PRODUCTS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, MISAPPLICATION, NEGLIGENCE (INCLUDING, WITHOUT LIMITATION, IMPROPER MAINTENANCE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY HMSA (INCLUDING, WITHOUT LIMITATION, USE OF UNAUTHORIZED PARTS OR ATTACHMENTS) OR IF ANY ADJUSTMENT OR REPAIR HAS BEEN PERFORMED BY ANYONE OTHER THAN HMSA OR AN AUTHORIZED SERVICE REPRESENTATIVE OF HMSA AND (ii) TO PERISHABLE AND OTHER MATERIAL SUBJECT TO CONSUMPTION AND WEAR INCLUDING, WITHOUT LIMITATION, RADIO SENSITIVE FILM AND PAPERS, WHICH ITEMS BEING SUBJECT ONLY TO SUCH WARRANTIES AS MAY BE SPECIFIED IN WRITING BY HMSA AT THE TIME OF DELIVERY TO THE PURCHASER. HMSA makes no warranty with respect to the accessory items set forth as "third party accessory" on the face hereof. The warranty for such items shall be as provided by the manufacturer thereof.</p> <p>4.2 Sole Obligation; Notice. HMSA's sole and exclusive obligation under this warranty is limited to the repair or replacement of defective parts. This warranty is made on condition that prompt notice of any defect is given in writing within the warranty period and that HMSA's inspection does not disclose any invalid claim.</p> <p>4.3 Returned Products. Goods shall not be returned to HMSA without written authorization. All authorized returns must be properly packaged with transportation charges prepaid by the Purchaser.</p> <p>5. Damages; Limitation of Action.</p> <p>5.1 Damages. HMSA's liability arising out of or relating to this agreement shall not exceed the amounts paid by Purchaser to HMSA for the Products. HMSA shall not be liable for special, incidental or consequential damages. Consequential damages shall include, without limitation, loss of use, income or profit or loss of or damage to persons or property.</p> <p>5.2 Limitation of Action. No suit or other proceeding may be brought on an alleged breach of warranty of HMSA set forth in this Agreement more than twelve (12) months after termination of such warranty.</p> <p>6. Shipment and Risk of Loss.</p> <p>Unless otherwise specified in writing by a duly authorized representative of HMSA, delivery shall be made F.O.B. Port of entry shipping point, and any reference in these terms and conditions to "deliver" shall refer to such delivery. Except for obligations stated under 4.2, HMSA's responsibility ceases upon delivery to the carrier at the stated shipping point, and risk of loss, damage, injury or destruction to any of the goods shall pass to the Purchaser upon such delivery to the carrier. In no event shall any loss, damage, injury or destruction operate in any manner to release the Purchaser from the obligation to make payments required herein. Unless otherwise agreed in writing, HMSA reserves the right to make partial shipments and to submit invoices for partial shipments.</p> <p>7. Changes and Cancellations.</p> <p>Orders accepted by HMSA are not subject to changes or cancellation by the Purchaser except with HMSA's written consent. If Purchaser cancels this Agreement within ninety (90) days prior to delivery of the Products, Purchaser shall pay HMSA a cancellation charge of fifteen percent (15%) of the Total System Price. HMSA shall retain as credit all progress payments made to that point towards this cancellation charge. If Purchaser cancels this Agreement prior to this ninety (90) day period described above, all progress payments which have been made to that date, but not to exceed fifteen percent (15%) of the Total System Price, will be held as cancellation charge.</p> |

Bridgeway Diagnostics, LLC

| Product    | Description                                                                                                                         |
|------------|-------------------------------------------------------------------------------------------------------------------------------------|
| USED OASIS | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br>*****Used Equipment Is Sold On An As Available Basis Only***** |

**MR  
SALES TERMS****MR Sales Terms & Conditions****8. Delivery and/or Installation Dates**

Delivery and/or installation schedules are approximate and are based on conditions at the time of acceptance. HMSA will make every reasonable effort to complete shipment and/or installation as indicated but assumes no liability of any kind by reason of delay or inability to ship or install where such is caused by acts of God, fires, floods, war, embargoes, labor disputes, strikes, acts of sabotage, riots, with facilities, or any accidents, delays of carrier, subcontractors, suppliers, voluntary or mandatory compliance any other cause or causes beyond HMSA's reasonable control. In such event, HMSA may extend delivery and/or installation schedules or may, at its option, cancel the order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation (subject to Section 7 above).

**9. Installation; Additional Charges**

9.1 Installation by HMSA. Unless otherwise expressly stipulated, the Products shall be installed at the expense of HMSA (cryogenics excluded outside U.S. and Puerto Rico). HMSA shall cause the products to be installed and connect same to the requisite safety switches and power lines to be installed by the Purchaser. Prices shown include the cost of installation and connection, provided that the installation and connection can be performed during normal business hours as HMSA, in its sole discretion, shall determine. Any overtime charges or other special expenses as required by the Purchaser will be subject to additional charges. The Purchaser shall be responsible for all necessary arrangements with the trade union, or unions, involved to permit HMSA to install the Products. If for any reason, assembly or installation must be performed by other than HMSA service personnel or agents, additional charges will be made for the cost of such outside labor. Unless otherwise specified, the cost of rigging and any cranes necessary to move or install the Products and the cost of disposal of all packing materials associated with the Products shall be borne by the Purchaser.

9.2 Materials; Labor; Access to Premises. Purchaser shall, at its own expense, provide all site preparation, including without limitation, necessary labor and materials, plumbing service, carpentry work, conduit wiring, cryogenics (outside U.S. and Puerto Rico), and other electrical service required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by HMSA. Additionally, the Purchaser shall provide unrestricted access to the Purchaser's premises for installation, and safe space thereon for storage of the Products prior to installation by HMSA. If special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, the same shall be performed and/or procured by the Purchaser at the Purchaser's expense.

10. Title. Except as otherwise agreed in writing, title to the Products or any part thereof shall pass from HMSA when all payments due herein have been fully made. The Products shall be and remain personal or moveable property, notwithstanding their mode of attachment to realty or property.

Bridgeway Diagnostics, LLC

| Product           | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| USED OASIS        | <b>CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM</b><br><b>*****Used Equipment Is Sold On An As Available Basis Only*****</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| MR<br>SALES.TERMS | <p><b>MR Sales Terms &amp; Conditions</b></p> <p>11. Indemnification. Purchaser agrees to indemnify, defend and hold harmless HMSA from and against any and all claims for relief, rights or causes of action whatsoever arising from or relating to damages or personal injuries to an employee where such damages or personal injuries arise from or relate in any way to the use by the employee of any Products being purchased pursuant hereto, including, without limitation, any Software, together with all manuals, drawings, and technical information which describes such Software or demonstrates how to use or modify such Software to operate the Products. To the extent necessary to give full and complete effect to this agreement to indemnify, Purchaser for itself and for its agents, successors and assigns, specifically and expressly waives whatever immunity from liability it might be afforded under Section 35, Article II of the Ohio Constitution, Ohio Revised Code Section 4123.74 and any and all other immunities afforded by constitutional provisions, statutes, and common law principles currently recognized or that may from time to time be recognized in Ohio and all other states throughout the United States.</p> <p>12. Notice. Any notice required or permitted to be given under this Agreement shall be considered sufficient if delivered personally or mailed via certified mail. Such notices directed to HMSA shall be delivered or sent to its office address set forth on page one of this Agreement to the attention of the President. Notices to the Purchaser shall be sent to the address shown on the first page of the Quotation. Notices to either HMSA or the Purchaser may be sent to such other address as either party may give to the other from time to time pursuant to this provision.</p> <p>13. Severability. If any provision in the agreement shall be found to be void or unenforceable, that provision only shall be deemed stricken to the extent of its invalidity or unenforceability, and all other terms and conditions shall remain in full force and effect.</p> <p>14. Assignment. This Agreement shall be binding upon HMSA and the Purchaser and shall inure to their benefit and to their successors and permitted assigns. This Agreement may not be assigned by Purchaser in whole, or in part, to any third party without the express written consent of HMSA which will not be unreasonably withheld. HMSA may, however, require any proposed assignee to reimburse it for any of its reasonable costs associated with such assignment, and to supply it with such information and to make such representations as HMSA deems appropriate for its protection.</p> <p>15. Construction; Jurisdiction. Any suit directly or indirectly involving this Agreement, including but not limited to the actions of HMSA's employees, representatives or agents, whether arising before, during or after the term of this Agreement, must be filed solely in a federal or state court located in Ohio. This is a mandatory forum selection clause. Jurisdiction over claims arising, directly or indirectly, from the matters covered by this Agreement is proper exclusively in Ohio courts. Venue is proper only in courts located in Cleveland, Ohio. The parties to this Agreement consent to Ohio courts exercising: (a) personal jurisdiction over the parties; and (b) subject matter jurisdiction over any dispute arising from this Agreement. All parties further consent to venue exclusively in Cleveland, Ohio, even if one or more parties to the Agreement have no contact with the selected forum in Cleveland, Ohio. Consent to Ohio courts having sole jurisdiction and venue over disputes involving HMSA is a material inducement for HMSA to enter into this Agreement and, without this consent HMSA would not enter into this Agreement because HMSA's contact with forums outside Ohio is more limited and less convenient than HMSA's contact with Ohio. By entering into this Agreement, the parties acknowledge that they are conducting business in the State of Ohio. Ohio law shall control, govern, and apply in all disputes arising from this Agreement, which shall be construed in accordance with the laws of the State of Ohio. Headings used throughout this Agreement are used for the convenient reference of the parties and are not intended to limit or modify the express terms of the Agreement. Each party hereby appoints each officer of HMSA as its agent for accepting any process in Ohio.</p> <p>16. Export Restrictions. This sale concerns products and/or technical data that may be controlled under U.S. Export Administration Regulations and may be subject to the approval of the U.S. department of Commerce prior to export. Any export or re-export by the Purchaser directly or indirectly in contravention of the U.S. Export Administration Regulations is prohibited.</p> |

REV. 9/5/14

## STANDARD QUOTATION TERMS AND CONDITIONS

1. Refer to Sales Terms and Conditions section in the Specifications portion of the quotation for complete terms and conditions.
2. Quotation is valid for 45 days from the date of issue.
3. Customer is responsible for providing all site preparation (i.e., RF shielding, electrical power, support structure, etc.) necessary for installation of the equipment.
4. Oasis system includes monitoring electronics and heat exchanger for system cooling. An optional chiller is available based on specific site needs.
5. While HMSA will use its best effort to deliver all purchased options with the system, Purchaser agrees that availability, or lack thereof, of a specific option will not hold up acceptance or any progress payments on the remainder of the system.
6. The customer is responsible for its compliance with any applicable local or state laws and regulations that may be applicable to the purchase and/or installation of the equipment quoted herein.
7. The price as quoted is only valid if the attached Service Maintenance Agreement is signed at the time of equipment purchase. The SMA must be for a full five years after any applicable system warranty expires.

## MODIFICATIONS/ADDITIONS TO STANDARD TERMS AND CONDITIONS:

8. Payment Terms:
  - a. \$100,000 is due with the signed order
  - b. Balance equaling 25% is due 90 days prior to shipment
  - c. An Additional 65% due upon delivery and before installation
  - d. 10% is due upon completion of installation and before first clinical use

## VALUE ADDING SUPPORT BENEFITS

Echelon and Oasis customers covered by an Ultra Plus Customer Support or warranty agreement enjoy exclusive benefits from a range of value adding support features. From maximizing equipment uptime, through maintaining optimal image quality from patient to patient, to helping you market your MR imaging service, you'll find Hitachi delivers benefits not found anywhere else:

## CLINICAL SUPPORT

### On-site Applications Training

Echelon and Oasis customers will receive two weeks of initial training (Monday through Friday, including travel time). Hitachi applications personnel will be present on Monday of the first week with your local Customer Service representative to confirm the performance of your system prior to starting applications training. Formal training of your technologists will begin on Tuesday morning.

Training topics include:

- MR magnet safety
- Hitachi MR System operation
- Patient positioning
- RF coils

ASRT Continuing education credits (CEUs) will be awarded to all technologists that are involved in at least 24 hours of scanning procedures during applications training.

## Follow-up Applications Training

Follow-up applications training visits will be provided during the warranty period at no additional charge. The first follow-up applications visit is usually scheduled to occur within 8-12 weeks after initial training. The follow-up applications training visit will provide additional system training along with advanced applications such as MRA refinements, cardiac imaging and site specific special applications. Additional no-charge visits throughout the warranty period will be scheduled at the customer's request.

## Applications Helpline

Hitachi provides an MRI applications helpline service for warranty and Ultra Plus Customer Support customers. This U.S. based dedicated line for applications assistance is available from 8:00 a.m. to 9:00 p.m. EST, Monday through Friday, and is staffed by Hitachi-experienced MRI technologists, ready to help you with your clinical challenge. The Hitachi Applications team can further assist you by taking advantage of the Sentinel remote support feature to review images in real time -with you. Our experts can see what you are seeing - expediting resolution of clinical challenges.

## HITS (Hitachi Institute for MR Technologists)

This program is designed to prepare technologists for initial on-site training, educate new users to MRI principles or to assist experienced personnel with Hitachi MR System's capabilities. Hitachi offers this educational program at scheduled intervals at our headquarters throughout the year to warranty and Ultra Plus Customer Support customers, at no additional charge. Customers are only responsible for T&L expenses.

Detailed information can be found on our website:  
[www.hitachimed.com/OurServiceProgram/HitachiInstituteforTechnologists/index.html](http://www.hitachimed.com/OurServiceProgram/HitachiInstituteforTechnologists/index.html)

## MRI Accreditation Support

While we cannot guarantee success with ACR or ICAMRL (American College of Radiology or Intersocietal Commission for the Accreditation of Magnetic Resonance Laboratories) accreditation, Hitachi provides accreditation support benefits at no additional charge to warranty and UltraPlus Customer Support agreement customers. These key benefits ensure the best possible performance of Hitachi MRI equipment, and help you put together the best possible submission. We provide a highly informative Hitachi specific Accreditation Guidebook, we will assist you in phantom data collection, and we are available to advise you on all aspects of the accreditation programs via the Applications Helpline.

## MARKETING SUPPORT

## Customer Marketing

Hitachi knows to have a commercially successful MR business, you have to do much more than simply open your doors. That's why we provide an array of marketing tools to promote your facility to both referring physicians and patients alike. This marketing program has been highly effective for Hitachi customers nationwide.

Some of the materials and tools we provide at no charge:

- Marketing Guide with explanatory materials to further your understanding of marketing plans, medical imaging marketing, physician relationship building, and MRI.
- Sample Copy for Press releases, Physician letters, Fact Sheets that speak to features of the Hitachi products to help you promote your Hitachi equipped service
- Advertising templates
- Sample customizable printed brochures for patients and referring physicians ready for your facility information
- Digital MR images, PowerPoint presentation, Equipment photography, Patient information video, web banner samples

You will also have access to our web portal site for marketing support at [www.hitachimed.com](http://www.hitachimed.com).

Hitachi will also provide marketing consultation or training on request, delivered by our staff of imaging experts.

## Echelon and Oasis Advanced Marketing Program (AMP)

In addition to basic marketing support, Hitachi also offers the Advanced Marketing Program (AMP) to Echelon and Oasis customers covered by warranty or Ultra Plus agreements at no additional charge. Some of the Hitachi AMP benefits are:

- Print Ad Creation
- Billboard Design
- Mailer Design
- Product Introduction Materials
- Open House Materials
- Copy writing assistance
- Referring Physician Sheets
- Product Banners for Web site
- Flash Ads
- Poster Design
- Patient Downloads for Web site

## EQUIPMENT SUPPORT

### Sentinel Remote Customer Support

Sentinel enhances both clinical and equipment support for the Oasis or Echelon. Sentinel continuously monitors key systems and maintains a secure, high speed link to Hitachi providing for:

- Automatic detection of operational problems
- Automatic notification of Hitachi Service Dept.
- Remote diagnostics run from Hitachi's National Technical Support Center
- Help with challenging clinical cases from Hitachi's National Customer Support Center

## NON-DISCLOSURE STATEMENT

THE CONTENTS OF THIS QUOTATION SHALL NOT BE DISCLOSED TO ANYONE EXCEPT TO EMPLOYEES OF CUSTOMER WITH A LEGITIMATE NEED TO KNOW SUCH INFORMATION WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN CONSENT OF HMSA.

## Service and Warranty

1. Prices include installation and 6 month warranty including Preventative Maintenance and all parts and labor.
2. The HMSA warranty will begin upon the completion of installation.
3. During the warranty period, HMSA service coverage hours will be 8:00 a.m. to 9:00 p.m., Monday through Friday. Preventative Maintenance can be scheduled during these hours allowing completion by 9:00 p.m.
4. Should equipment not provide 99% uptime during the warranty period coverage hours as defined above over a three (3) month period, then HMSA will extend the term warranty period by one (1) month for each quarter below the 99% guarantee level.

Bridgeway Diagnostics, LLC

**System:**

| Qty | Description                                                                                                                | Unit Price | Customer Price |
|-----|----------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1   | CERTIFIED PRE-OWNED OASIS™ HIGH-FIELD BORE-LESS MRI SYSTEM<br>****Used Equipment Is Sold On An As Available Basis Only**** | 2,350,000  | 965,000        |

**Included:**

| Qty | Description                                                      | Unit Price | Customer Price |
|-----|------------------------------------------------------------------|------------|----------------|
| 1   | REFURBISHED HEAT EXCHANGER                                       | 30,000     | INCLUDED       |
| 1   | OASIS RAPID Multi Array Wrist Coil                               | 27,500     | INCLUDED       |
| 1   | REFURBISHED CHILLER                                              | 50,000     | INCLUDED       |
| 1   | SHIPPING AND INSURANCE TO CUSTOMER SITE                          | 20,000     | INCLUDED       |
| 1   | OASIS RIGGING EXPENSES                                           | 15,000     | INCLUDED       |
| 1   | 6 MONTH ADDITIONAL WARRANTY FOR A TOTAL OF 12 MONTHS OF WARRANTY | 70,000     | INCLUDED       |

System Package: \$965,000

Invoice Total: \$965,000

MRI Music System Included  
 @ no additional cost  
 JAH

**HITACHI MEDICAL SYSTEMS AMERICA, INC.**  
1959 Summit Commerce Park, Twinsburg, Ohio 44067-2371  
Tel: 330.425.1313 Fax: 330.405.8079

Quotation Number: 106496-04  
Quotation Date: 9/15/2016  
Valid Until: 10/30/2016  
Contract Type: Custom Service

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**Purchaser:**

**Bridgeway Diagnostics, LLC**  
5007 Summerville Rd.  
Phenix City, AL 36867

Hitachi Medical Systems America, Inc (HMSA) will inspect and maintain the purchaser's medical equipment (Equipment) as described in HMSA Quotation Number: 106496-04 for the COVERAGE PERIOD described below, for the charges specified herein, subject to and in accordance with all the terms and conditions set forth on the face and reverse side of this Agreement.

This agreement shall not bind Hitachi Medical Systems America Inc. until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.

**Service Maintenance Agreement (SMA)**

**Oasis XP Open MRI System**



Customer Acceptance

Hitachi Medical Systems America, Inc

|                                   |                                  |
|-----------------------------------|----------------------------------|
| Signature: <u>[Signature]</u>     | Submitted by: <u>[Signature]</u> |
| Print Name: <u>Jason A Hoover</u> | Accepted by: <u>[Signature]</u>  |
| Print Title: <u>MD / CEO</u>      | Date: <u>9/28/16</u>             |
| Date: <u>9/16/2016</u>            |                                  |

Upon the occurrence of any Event of Default, HMSA may, at any time, declare the unpaid balances for the remaining term of this SMA to be immediately due and payable. Any one or more of the following events shall constitute an Event of Default: (i) Customer fails to pay any monies due HMSA pursuant to this SMA; (ii) Customer becomes insolvent, a receiver is appointed for any part of the Customer's property, Customer makes an assignment for the benefit of creditors, or any proceeding is commenced either by or against Customer under any bankruptcy or insolvency laws; or (iii) Customer defaults in any obligation owing HMSA pursuant to this SMA or otherwise.

**HITACHI MEDICAL SYSTEMS AMERICA, INC.**  
 1959 Summit Commerce Park, Twinsburg, Ohio 44067-2371  
 Tel: 330.425.1313 Fax: 330.405.8079

Quotation Number: 106496-04  
 Quotation Date: 9/15/2016  
 Valid Until: 10/30/2016  
 Contract Type: Custom Service

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**INCEPTION DATE** The coverage as described in this Service Maintenance Agreement (SMA) shall commence immediately at the completion of any applicable warranty period as provided in the Equipment quotation.

| MODEL NUMBER | EQUIPMENT DESCRIPTION    | SERIAL NUMBER | INCEPTION DATE |
|--------------|--------------------------|---------------|----------------|
| 866031       | Oasis XP Open MRI System |               |                |

**Service Coverage**  
 No Service Calendar

**PM Coverage**

**Service Agreement Billing Cycle**  
 Monthly Billing Option

| Service Name                 | Extended Description                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| No Service Labor             | Remedial maintenance required to maintain the Equipment at manufacturer's specifications shall be charged at current HMSA labor rates. Travel charges: Two (2) hour maximum & current IRS rate per mile                                                                                                                                                                                 |
| Service PM                   | HMSA will provide Preventative Maintenance coverage in accordance with the Manufacturer's specifications and at the Manufacturer's recommended intervals. PM work will be scheduled at mutually agreeable times, to be completed according to the SMA PM Schedule<br><br>___ After hour PMs can be added for an additional \$5,000                                                      |
| Options Discount             | Purchaser will receive a 20% discount off the List price of options                                                                                                                                                                                                                                                                                                                     |
| Parts Discount               | All parts required to maintain the equipment to manufacturer's specifications, including coils, will be billed at a 30% discount off the Manufacturer's suggested List Price                                                                                                                                                                                                            |
| Safety Upgrades              | All HMSA authorized software updates and hardware modifications affecting product safety as originally purchased are included                                                                                                                                                                                                                                                           |
| Cryogenics                   | Cryogenics for locations are included within the contiguous U.S. and Puerto Rico only. All other locations will incur additional charges based on availability and transport. Cryogenics consumed as a result of issues such as loss of power are the Customer's responsibility                                                                                                         |
| Magnet Services              | Cold Head, Cryostat, and Helium Compressor ARE INCLUDED in the annual cost for this SMA. Expenses or additional costs associated with special delivery requirements (i.e. crane, riggers, removal of doors in the delivery path, material to protect Customer's floor from damage, expedited services, cryogenics unavailable at local facility) are the responsibility of the Customer |
| Sentinel Remote Monitoring   | Sentinel Remote Customer Support allows Hitachi to remotely diagnose and service your system when it's necessary. Remote access service tools for peak MR system efficiency include; Error log review, Pre-scan data review, DICOM setting updates, load of service backups, cryogen monitoring, remote image transfer, and transfer of clinical study library                          |
| Application Helpline 800#    | Applications support provided via Helpline: 800-622-HMSA (4672); 8am-9pm, Monday-Friday (EST)                                                                                                                                                                                                                                                                                           |
| Expert Accreditation Support | HMSA will provide a range of accreditation support benefits at no additional charge to our warranty and contract customers. These benefits, including onsite Technical Data Collection and specialized Image Review                                                                                                                                                                     |

## Terms and Conditions

1. **SERVICE** Hitachi Medical Systems America ("HMSA") agrees to provide service to the Standard System quoted hereunder as indicated on the front of this Agreement. A. Planned Preventive Maintenance - Including inspection, adjusting, tuning, lubrication, and replacement of non consumable parts as determined to be necessary by HMSA. Such inspections to be provided as outlined by the Manufacturers specifications. B. On Call Remedial Maintenance - Provided as required due to system malfunction. Replacement pads will be furnished in exchange for the part or pads being replaced. Components, pads, and assemblies will be replaced with new or refurbished items at HMSA's sole discretion. There will be no charge for routine operational software upgrades as long as Purchaser maintains an HMSA service contract. Service furnished by HMSA at Purchaser's request in addition to those specified hereunder will be invoiced at HMSA's applicable time and material rates and terms then in effect. HMSA has the right to charge extra for service outside the established hours (over time). Purchaser shall provide at no charge to HMSA full and free access to the Equipment covered hereunder, working space in accordance with HMSA site specifications, adequate facilities near the Equipment, and use of any machines attachments, features, user ports or other materials necessary for the specified maintenance services.
2. **DOCUMENTATION AND MAINTENANCE MATERIALS** Purchaser agrees that at all times all right, title and interest in and to all diagnostic maintenance media, including, software, shall remain HMSA's and HMSA may remove same from the premises of Purchaser, temporarily or permanently, or discontinue usage thereof at any time for any reason. All HMSA's test, diagnostic and verification information and routines (on HMSA or Purchaser owned media), maintenance equipment and maintenance materials, information and documentation are proprietary and confidential; such item, whether on Purchaser's site or accessible by remote inquiry, are and shall remain the sole property of HMSA in any case, and may be removed, or the usage thereof discontinued at any time. Purchaser will destroy same upon written request from HMSA. Purchaser shall not disclose to any person such confidential items and shall take appropriate action by instruction or agreement with its employees who are permitted access thereto to satisfy its obligation of confidentiality thereunder.
3. **SOFTWARE** 3.1 Definitions "Software" means computer instruction or data files, supplied by HMSA and any improvements or modifications to said computer instructions or data files, whether supplied in machine, assembly or higher level languages and such instructions or data files in all forms of interpretation, compilation, media of expression, fixation and storage. "Operating Software" means Software which is essential for operation of Equipment in the end use applications of Purchaser which are known to HMSA as of date of HMSA's written acceptance hereof. "Maintenance Software" means Software used in or with the Equipment to aid their installation, maintenance or repair and includes the Software other than Operating Software.
- 3.2 **Ownership** All Software shall remain the sole property of HMSA. Without limiting the preceding sentence, Purchaser expressly agrees that any Maintenance Software (including without limitation any copy of all or any thereof) shipped to, located on the premises of, or otherwise in the possession of Purchaser remains the sole and exclusive property of HMSA; the accessing, running, performance, display or any other use of such Maintenance Software shall be limited to HMSA, its employees and authorized agents.
- 3.3 **License** HMSA grants to Purchaser, as of the date of installation of Equipment, a nonexclusive and royalty free license to use the Operating Software. Except as stated above, NO LICENSE IS GRANTED TO PURCHASER WITH RESPECT TO ANY OPERATING SOFTWARE, OR ANY COPIES OF ALL OR ANY PORTION OF THE OPERATING SOFTWARE. PURCHASER ASSUMES FULL RESPONSIBILITY FOR DAMAGES TO HMSA RESULTING FROM ANY UNAUTHORIZED TRANSFER OF OPERATING SOFTWARE TO A THIRD PARTY
- 3.4 **Confidentiality** Purchaser acknowledges that the Software is valuable to HMSA and agrees to use reasonable care to prevent disclosure to others of Software in Purchaser's possession or on Purchaser's premises. Purchaser agrees to limit access to Software to those of its employees having a need to use the Operating Software in connection with the Equipment. Purchaser agrees not to copy Maintenance Software and to make only the number of copies of Operating Software required for actual use of the Equipment in their intended applications. Purchaser further agrees to ensure that all copies include applicable HMSA trademark and patent identification notices.
- 3.5 **Modifications** Because of the highly technical nature of the Software and the high probability that any modifications of it, however, minor, could significantly affect the performance of the Equipment to which it applies, Purchaser agrees that it shall not modify, or allow the modification of, the Software in any manner whatsoever other than by, or with the express written consent of HMSA or its employees. ANY SUCH MODIFICATIONS OF SOFTWARE IN VIOLATION OF THE FOREGOING COVENANT SHALL CONSTITUTE MISUSE OR NEGLIGENCE AND VOID THIS SERVICE AGREEMENT IMMEDIATELY. Purchaser agrees to indemnify and hold HMSA, its employees, agents, subsidiaries and affiliates harmless from any claim or loss, including costs thereof attributable to any such modification of Operating Software violation of the foregoing
4. **EXCLUSIONS** The service to Purchaser hereunder does not include electrical work external to the equipment. maintenance of accessories, attachments, machines or other devices not furnished by HMSA; repair or damage resulting from: accident, transportation, neglect or misuse, failure of electrical power, causes other than ordinary use, or damage caused by catastrophe beyond HMSA control; maintenance or repair to the equipment other than by HMSA's employees; an improper environment for the equipment such as lack of air conditioning or electricity, furnishing photographs, materials, magnetic or paper tape chart paper, bacterial filters, making specification changes or performing services connected with relocation of equipment; adding or removing accessories, attachments, or other devices; service rendered impractical as determined by HMSA by reason of electrical or mechanical connection to other equipment not supplied by HMSA. Purchaser agrees that equipment out of warranty prior to the start of this Agreement may be inspected by HMSA's personnel. Any deficiencies found will be corrected at HMSA's time and material rates then in effect or excluded from coverage under this Agreement.
5. **CHARGES** Charges are payable in advance upon receipt of invoice. If Purchaser requests unscheduled, on call maintenance service other than during HMSA's normal working hours or the coverage selected on this Service Agreement, such service will be furnished at HMSA's hourly rates in effect at the time service is performed. Purchaser shall pay HMSA, upon receipt of invoice, all travel and other expenses incurred by HMSA for service performed at Purchaser's request outside of the coverage selected in this Agreement. Invoices not paid within ten (10) days of the invoice date will have a 1.5 percent per month interest charge, or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of the invoice until the date of payment. Purchaser shall pay all costs involved in HMSA's collecting its overdue accounts from Purchaser including reasonable attorney's fees. All invoicing procedures are subject to change by HMSA at any time following the expiration of the Initial Term upon a minimum of sixty (60) days prior written notice.
6. **TAXES** Prices do not include local, state, or federal taxes. Consequently, the amount of any sales use or similar tax applicable to the sale of the Agreement herein or to the use of such goods by the Purchaser shall be paid by the Purchaser. If HMSA is required to collect or pay any such tax, Purchaser shall reimburse HMSA promptly after demand for such tax payment.
7. **NOTICE** Any notice required or permitted to be given under this Agreement shall be considered sufficient if delivered personally or mailed via certified mail. Such notices directed to HMSA shall be delivered or sent to its office address set forth on the face hereof to the attention of the President. Notices to the Purchaser shall be sent to the address shown on the front of this Agreement. Notices to either HMSA or the Purchaser may be sent to such other address as either

**HITACHI MEDICAL SYSTEMS AMERICA, INC.**

1959 Summit Commerce Park, Twinsburg, Ohio 44067-2371  
Tel: 330.425.1313 Fax: 330.405.8079

Quotation Number: 106496-04  
Quotation Date: 9/15/2016  
Valid Until: 10/30/2016  
Contract Type: Custom Service

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party may give to the other from time pursuant to this provision.

8. **TERMINATION** This Agreement shall remain in effect during the entire Coverage Period provided for above, and shall not be cancelable by either party in the absence of a material breach by the other party.

9. **ASSIGNMENT** Upon execution, this Agreement shall be binding upon HMSA and the Purchaser and shall inure to their benefit and to their successors and permitted assigns. This Agreement may not be assigned by Purchaser in whole or in part to any third party without the express written consent of HMSA which will not be unreasonably withheld. HMSA may, however, require any proposed assignee to reimburse it for any of its reasonable costs associated with such assignment, and to supply it with such information and to make such representations as HMSA deems appropriate for its protection

10. **CONSTRUCTION; JURISDICTION** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Headings used herein are for the convenient reference to the parties and are not intended to modify the express terms hereof. Each party consents to the jurisdiction of the federal and state courts located in Ohio, and hereby appoints each officer of HMSA as its agent for accepting any.

11. **MISCELLANEOUS** This Service Agreement replaces and supersedes any previous Agreement between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties relative to the subject matter hereof. HMSA's obligations hereunder are subject to delays incident to labor difficulties; fires; casualties and accidents; acts of the elements; acts of public enemies; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders; governmental interference or regulations; and other causes beyond HMSA's control. HMSA's liability arising out of or relating to this Agreement shall not exceed the amounts paid by Purchaser to HMSA for the Agreement. HMSA shall not be liable for special incidental or consequential damages. Consequential damages shall include, without limitation, loss of use, income or profit or loss of or damage to persons or property. DUE IN PART TO THE COMPLEXITY AND INTERCHANGEABILITY OF THE COMPONENTS OF HMSA'S EQUIPMENT, SOME PARTS USED IN SERVICING PURCHASER'S EQUIPMENT MAY BE RECONDITIONED. ALL PARTS MEET HMSA'S SPECIFICATIONS IN FORCE ON THE DATE OF THEIR INSTALLATION IN THE PURCHASER'S EQUIPMENT. This Service Agreement is subject to acceptance by HMSA at its home office. After acceptance, HMSA shall mail to Purchaser a signed duplicate copy hereof, and the same shall constitute the entire Service Agreement between the parties, which shall be changed only by written agreement of the parties.

**Additional Comments:**

**Contract Coverage Period and Cost (After Warranty Period, if applicable):**

| Qty | Description         | Price       | Note |
|-----|---------------------|-------------|------|
| 1   | SMA - Year <u>2</u> | \$48,000.00 |      |
| 1   | SMA - Year <u>3</u> | \$48,000.00 |      |
| 1   | SMA - Year <u>4</u> | \$48,000.00 |      |
| 1   | SMA - Year <u>5</u> | \$48,000.00 |      |

## Exhibit B

## Section 6 – Vendor/Manufacturer Affidavit

**INSTRUCTIONS:** Provide the following affidavit for completion by the vendor or manufacturer of the equipment that is the subject of this LNR Request. If you are leasing the equipment, or if you already own the equipment but it has not been used in Georgia, a reputable vendor of equipment who can attest to the fair market value of said equipment should fill out this affidavit.

If you have answered YES to Question 9 and 10 on page 6, you have indicated that you are acquiring more than one piece of associated equipment simultaneously. If this is the case, copy this Affidavit for completion by each Vendor/Manufacturer of each piece of equipment and include such copies following this page.

### AFFIDAVIT

My name is Lance Cain.

The Requesting Party for this LNR is Bridgeway Diagnostic Radiology, LLC.

I am an adult suffering from no known legal disabilities and I am competent to testify regarding the matters set forth herein based upon my personal knowledge. I am freely making this Affidavit in connection with the request for a Letter of Non-Reviewability with respect to the acquisition of diagnostic or therapeutic equipment

I am Director, Sales Administration of Hitachi Healthcare Americas.  
(Enter Title or Position) (Enter Name of Company)

the manufacturer, or a vendor of the Certified Pre-Owned Oasis MRI s/n M192, 2014 (year of mfg.).  
(Enter Equipment Model and Year)

that is the subject of this LNR Request. I am capable of making a binding commitment on behalf of said manufacturer or vendor.

Please check one of the following:

☐ I hereby certify that the price shown on the purchase order or price quotation is the total expense that the Requesting Party is incurring for the equipment shown and the total dollar amount that the manufacturer or vendor is receiving for the exact unit shown on the purchase order or price quotation.

☒ The equipment that is the subject of this affidavit is being leased or acquired through a means other than purchase. I have been asked by the Requesting Party to provide a fair market value quotation. I hereby certify that the value reported in this LNR Request is the fair market value for the equipment listed above. Had the Requesting Party purchased said equipment, this value would have been a reasonable amount that it the Requesting Party would have incurred for obtaining the equipment.

Signature

Date

Subscribed and sworn to before me on

this 5<sup>th</sup> day of July, 2017

(Notary Seal)

Notary Public

LNR Request - Equipment

Form CON 201

Section 6 Vendor/Manufacturer Affidavit

Revised July 2008

My commission expires RICHARD S. KATZ, Atty.

NOTARY PUBLIC • STATE OF OHIO

My commission has no expiration date

Section 147.03 O.R.C

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