

## PURCHASE AGREEMENT

University: University of North Texas Health Science Center (UNTHSC)  
Vendor: Spectrum Health  
Product(s): D-Spect VISTA System See Exhibit A  
Price: \$340,200.00  
Delivery: Delivery shall be FOB Destination.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to University; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against University. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

State Law Verifications. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the

Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.

Cybersecurity Training. Pursuant to Texas Gov't Code Section 2054.5192, any Vendor who has access to a University computer system or database must complete a cybersecurity training program as selected by University during the term of this Agreement and during any renewal period.

Force Majeure. Neither party shall be liable for delay in the performance of its obligations and responsibilities due to causes beyond its control, such as, but not limited to, war, embargo, national emergency, insurrection or riots, pandemic or epidemic, acts of the public enemy, fire, flood, or other natural disaster, provided that said party has taken reasonable measures to notify the other, in writing, of the delay. Failure of subcontractors and the inability to obtain materials shall not be considered as an excusable delay. If due to such cause, Vendor should be unable to meet all of its delivery commitments for items ordered hereunder as they become due, Vendor shall not discriminate against the University or in favor of any other customer in making deliveries of such items. However, if the University believes that the delay or anticipated delay in Vendor's deliveries may impair its ability to meet its production schedules or may otherwise interfere with its operation, the University may, at its option and without liability to Vendor, cancel outstanding deliveries hereunder wholly or in part.

**Indemnification. Vendor agrees to indemnify and hold harmless the University, its Regents, employees, and agents from any claim, damage, liability, injury, expense or loss (including attorney's fees) arising out of Vendor's performance, direct or indirect, under this Agreement. Indemnification shall survive termination. In addition, Vendor warrants the material purchased hereunder does not infringe any letters patent granted by the United States and Vendor shall defend, indemnify and hold harmless the University, its Regents, employees and agents from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights of a third party arising out of, in connection with or resulting from this Agreement or the goods and/or services provided under this Agreement.**

Independent Contractor. With respect to this Agreement and any goods and services provided hereunder, the Vendor is and shall be deemed to be an independent contractor and not an agent or employee of the University. Vendor shall not have the authority to make any statement, representation, or commitment of any kind, or take any action which shall be binding on the University.

Nonconformity. All goods shall be received subject to the University's right of inspection and rejection. Defective goods or goods not in accordance with the University's specifications will be held for Vendor's instruction at Vendor's risk and, if Vendor so directs, will be returned at Vendor's expense. If inspection discloses that part of the goods received are not in accordance with the University's specifications, the University shall have the right to cancel any unshipped portion. Payment for goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that the University may have against Vendor.

State Auditor's Right to Audit. Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Use of University Name. Nothing in this Agreement constitutes a license to use the name or marks of the University. Any use of the University name or marks requires the express written permission of the University.

Severability. The provisions of this Agreement are separate and divisible, and if any court shall determine any provision of this Agreement is void and/or unenforceable, the remaining provision or provisions shall remain.

Non-Waiver. The University's failure to insist on Vendor's strict performance of the terms and conditions of this Agreement at any time shall not be construed as a waiver by the University for performance in the future.

**Purchase Agreement**

**UNT System OGC**

**v. 2**

Incorporation and Entire Agreement. This Agreement, including any exhibits or addenda identified and incorporated by reference herein, constitutes the entire agreement between the parties and contains all agreements between the parties. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

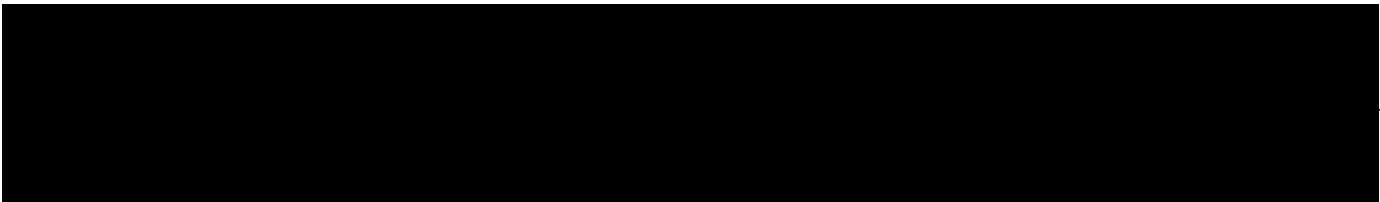
Product Warranty. Spectrum provides specific product warranties with respect to each Spectrum product. Copies of the product warranty applicable to the products listed on the face or above pages of this quotation are attached.

The warranty period (12 months) begins at the completion of installation. If the start of the installation is delayed for any reason beyond the control of Spectrum for more than thirty (30) days following the date of the availability for delivery of major components of the product, the warranty period begins on the thirty-first (31st) day following that date.

Spectrum's obligations under any product warranty are limited, at Spectrum's option, to the repair or the replacement of the product or a portion thereof (including, at Spectrum's choice, with used or refurbished components). Product warranty repairs are subject to Spectrum's receipt of written notice of product defect during the warranty period, and within thirty (30) days following Customer's discovery of the defect. Spectrum's obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with Spectrum's applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or, to viruses or similar software interference resulting from the connection of the product to a network. Spectrum does not provide a warranty for any such third party products furnished to the Customer by Spectrum under this quotation; however, Spectrum shall use reasonable efforts to extend to the Customer the third party warranty for the product. The obligations of Spectrum described above are Spectrum's only obligations and the Customer's sole and exclusive remedy for a breach of product warranty.

THE WARRANTIES SET FORTH IN SPECTRUM'S WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY SPECTRUM IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THIS QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties have executed this Agreement in to be effective as of the last date of signature herein.

A large black rectangular redaction box covering the signature area of the document.

Date: 12/10/2021

Date: 12/10/2021



**Spectrum Dynamics Medical Inc.**  
 301 N. Cattlemen Rd. Suite 109  
 Sarasota, FL 34232  
 USA

## QUOTATION

Date	11/08/2021
Quote Exp. date	12/17/2021

Sales Person	
Tel	
Email	

### Ship To:

University of North Texas Health Science  
 Center

### Bill To:

University of North Texas Health Science Center

### Buying Group: Vizient

### Contract: XR0270

Contracts with this Buying Group will apply to orders placed against this quote. Each solution will reference a specific contract, in which discounts, fees and any specific terms and conditions for that single solution will be applied only for that single solution. If no contract number is shown, only the Spectrum-Dynamics standard terms and conditions of sale will apply. By signing this quotation, the Customer acknowledges no other contracts from other Buying Groups will apply.

### Quote Summary

Total Contract List Price	554,950.00
Total Discount: (38.70%)*	(214,750.00)
Total Quote Net Selling Price	340,200.00

(Quoted prices do not reflect state and local taxes. \*Total discount & Net Selling Price includes Trade in allowance, if applicable.)

### Shipment Terms: FOB Destination

**Payment Terms:** 0% down payment with order, 70% on delivery and 30% on Completion of Installation

**Delivery Terms:** Estimated delivery is 60 Days from receipt of valid purchase order.

**Comments:** Includes trade-in of Siemens C-Cam. 2 year warranty included. Seat belt included. Quoted pricing requires valid purchase order by 12-17-2021.

### Organization Purchasing contact:

This quotation contains confidential and proprietary information for Spectrum Dynamics Medical Inc. and is intended for use only by the customer whose name appears on this quote.

### Purchaser approval as quoted

Spectrum Dynamics Medical

Customer's Acceptance

12/10/2021

Date

Ln	Spectrum-Dynamics P/N Item Summary Description	List Price	Quantity	Subtotal (USD)	Disc %	Total Price (USD)
1	8010266-01 D-SPECT VISTA, 110 V See below for Description	538,000.00	1	538,000	36	344,320
2	9030095-01 Accessories-Jaszczak Phantom and Holder for D-SPECT See below for Description	4,000.00	1	4,000	26	2,960
3	9350911-01 Accessories-Chair Plastic Leg Cover See below for Description	300.00	1	300	100	0
4	3400006-02 Accessories-D-SPECT Seat Belt, Set of 2 See below for Description	500.00	1	500	100	0
5	8010290-01 S/W - TruCorr See below for Description	45,000.00	1	45,000	20	36,000
6	8010158-01 S/W Cedars 2017 Deluxe-Fixed-QPS+QGS+Companion+PlusP+MBF See below for Description	15,000.00	1	15,000	22	11,700
7	8010164-01 S/W Cedars CSImport v2017 Floating See below for Description	22,000.00	1	22,000	22	17,160
8	8010051-01 S/W CEDARS LICENSE MANAGER See below for Description	0.00	1	0		0
9	8010163-01 S/W Cedars ARG/QARG v2017 Fixed See below for Description	5,000.00	1	5,000	22	3,900
10	8010044-01 S/W Cedars ARG/QARG v2017 Floating See below for Description	4,500.00	1	4,500	22	3,510
11	SER0039 Service for D-SPECT, Additional 6-Month WARRANTY See below for Description	0.00	2	0		0
12	9009999-01 TRADE-IN SYSTEM See below for Description	-1.00	79,350	-79,350		-79,350

<b>Equipment Total (USD):</b>	554,950
<b>Discount (38.7%):</b>	214,750
<b>Tax:</b>	0
<b>Shipping Cost:</b>	0
<b>Net Price (USD):</b>	340,200

Item Number	Quantity	Description	Sell Price (\$)
8010266-01	1.00	<p><b>Description for Ln 1. D-SPECT VISTA, 110 V</b></p> <p>The D-SPECT VISTA system is a dedicated nuclear cardiology SPECT scanner based on solid state CZT detector technology. The CZT-based detectors, combined with Spectrum Dynamics unique implementation of hardware and software, offer superior performance advantages over traditional analog gamma cameras. Of significance is the dramatic improvements in sensitivity and energy resolution. D-SPECT VISTA provides clinical benefits in image quality, workflow, dose management, and patient comfort.</p> <p>1. D-SPECT VISTA Scanner</p> <ul style="list-style-type: none"> <li>- 6 independently controlled CZT based solid state detectors</li> <li>- Tungsten collimators</li> <li>- Gated SPECT acquisition capabilities</li> <li>- Small, compact system with open design.</li> <li>- Patient chair/bed with weight limit up 1000 lb/454 kg</li> <li>- Grab-bar for patient access &amp; support</li> <li>- Upright, supine and anything in between imaging</li> <li>- Built in diagnostic tools</li> <li>- D-SPECT calibration QC accessory kit</li> <li>- Built in touch screen for patient positioning and detector angle display</li> </ul> <p>2) D-SPECT Acquisition Station</p> <ul style="list-style-type: none"> <li>- Windows 10 LTSB with i7 processor and 8GB ram</li> <li>- D-SPECT acquisition applications software</li> <li>- 2x1TB 7200 RPM (RAID 1) 500GB usable storage space for data</li> <li>- TPM 2.0 compliant module</li> <li>- NVIDIA GPU</li> <li>- 24" LCD Monitor with 1920 x 1200 resolution</li> <li>- CD/DVD RW</li> <li>- Acquisition QC tools</li> <li>- Patient database</li> <li>- Daily QC application software</li> </ul> <p>3) D-SPECT Processing Station</p> <ul style="list-style-type: none"> <li>- Windows 10 LTSB with i7 processor and 8GB ram</li> <li>- D-SPECT proprietary reconstruction software</li> <li>- 2x1TB 7200 RPM (RAID 1) 500GB usable storage space for data</li> <li>- TPM 2.0 compliant module</li> <li>- NVIDIA GPU</li> <li>- 24" LCD Monitor with 1920 x 1200 resolution</li> <li>- Easy-to-use GUI (graphical user interface)</li> <li>- CD/DVD RW</li> </ul> <p>4) IVY Biomedical Model 7600 Cardiac Trigger Monitor</p> <p>* Spectrum reserves the right to substitute an equivalent make and model, if the 7600 is unavailable.</p> <p>5) POWERVAR Uninterruptible Power Manager Model # ABCE802-11</p> <p>6) On site applications training, 3 days</p> <p>Includes 3 days of on-site training that must be used in a consecutive day format.</p> <p>It is highly recommended to dedicate 1 or 2 technologists during the entire training.</p> <p>7) Includes Cobalt-57-line source and its shielded storage box for D-SPECT quality control procedure. It is recommended source is replaced every 18 months.</p>	344,320

**\*\* Note:** Specifications are subject to change without notice.

\*\*Cardiac Quantitative Software is not included\*

9030095-01	1.00	<b>Description for Ln 2. Accessories-Jaszczak Phantom and Holder for D-SPECT</b> Jaszczak Phantom and plate holder designed for the D-SPECT cameras.	2,960
9350911-01	1.00	<b>Description for Ln 3. Accessories-Chair Plastic Leg Cover</b> Washable cover for patient chair leg rest	0
3400006-02	1.00	<b>Description for Ln 4. Accessories-D-SPECT Seat Belt, Set of 2</b> One pair of seat belts designed for the D-SPECT Cardiac System.	0
8010290-01	1.00	<b>Description for Ln 5. S/W - TruCorr</b> D-SPECT TruCorr TruCorr Artificial Intelligence (IA) based software generates attenuation corrected myocardial perfusion images acquired with the Spectrum Dynamics D-SPECT cardiac scanner. TruCorr uses emission data to correct for attenuation. It does not require a transmission scan acquisition, thus preventing additional radiation to the patient. The option to use TruCorr is seamlessly integrated in the D-SPECT Myocardial Perfusion Imaging protocol for convenient access and routine utilization. The Deep Learning Attenuation Correction (DLAC) algorithm's methodology, which TruCorr deploys, is based on a convolutional neural network (CNN, or ConvNet. TruCorr option includes: - TruCorr Software - Reconstruction and Processing Workstation Workstation key specifications: Dell Precision 5820 Tower XCTO Base CPU: Intel® Core™ i9-10900X RAM: 64GB 4x16 DDR 2666mhz Display GPU:NVIDIA Quadro P 400 Compute GPU:Nvidia Quadro RTX6000 Storage:2 X 960GB SSD SATA Read Intensive 6Gbps 512e 2.5in S4510 Drives in RAID1 Security: TPM 2.0 OS:Win10 IoT Ent LTSC 2019	36,000
8010158-01	1.00	<b>Description for Ln 6. S/W Cedars 2017 Deluxe-Fixed-QPS+QGS+Companion+PlusP+MBF</b> Cedars Cardiac Suite 2017 - Fixed License: includes QGS+QPS; PlusPack; Companion; MFR/MBF. QGS+QPS provide cardiac function and perfusion quantitation using gated and ungated MPI datasets: ED and ES volumes, ejection fraction, and perfusion measures such as SSS/SRS/SDS and TPD. The image data can be viewed in a variety of modes, from selected slices in a 2D view to a rendered 3D surface of the myocardium with parametric maps (perfusion, motion, thickening and regional EF). Companion includes the standard AHA 17-segment scoring model. Calculates eccentricity index values and LV diastolic function. PlusPack includes advanced quantitation features: Change Analysis; Motion-Frozen Analysis; Phase Analysis; Upright or Prone + Supine Analysis; LV Shape Index Analysis. SPECT MFR/MBF Analysis: tracer kinetic analysis from Tc99m-based dynamic flow images. Calculate absolute myocardial blood flow and myocardial flow reserve. Include RPP correction, motion correction and input curve ROI adjustment options.	11,700
8010164-01	1.00	<b>Description for Ln 7. S/W Cedars CSImport v2017 Floating</b> CSImport is a data management utility that also serves as launcher for any of the Cedars Cardiac Suite software applications. Included is QGS+QPS, Companion & PlusPack. The program maintains a local database of medical images that can be imported from a variety of sources, and provides the user with an array of data management options.	17,160

		<p>In addition, the user can select folders or datasets to be passed to the cardiac quantification programs, QGS, QPS, or QBS.</p> <p>Allows CSImport to be shared or 'floated' within a hospital/clinic (LAN). To communicate &amp; access CSImport outside of the hospital/clinic (i.e., home PC), you will need a network tunnel VPN.</p> <p>User will have the ability to load/install the CSImport on multiple computers with the number of concurrent or simultaneous users limited to the number of floating licenses purchased.</p>	
8010051-01	1.00	<b>Description for Ln 8. S/W CEDARS LICENSE MANAGER</b> The Cedars License Manager is a program that manages the Cedars Floating license applications. This is installed on the main (central) computer at the site. Only one license manager is required.	0
8010163-01	1.00	<b>Description for Ln 9. S/W Cedars ARG/QARG v2017 Fixed</b> Cedars 2017 Q ARG Reporting Tool - Fixed License: For users interested in integrated structured reporting workflows. Key features: HL7 EMR integration; errors and warnings based on ASNC guidelines and ICANL/ACR specs; ASNC Image Guide Registry Uploads; ability to add screen captures to report; separate ECG and Nuclear readers. Key functionalities include: fully customizable reports with the aid of a visual report editor - Preloaded shortcuts of common sentences and descriptions used in reports and the ability to add new ones. - Inclusion of screenshots within the report - Full integration with our myocardial perfusion quantitative applications (QPS, QBS and QGS). To communicate & access Q-ARG outside of the hospital/clinic (i.e., home PC), user will need a network tunnel VPN. User will have the ability to load/install the Q-ARG on multiple computers with the number of concurrent or simultaneous users limited to the number of floating licenses purchased.	3,900
8010044-01	1.00	<b>Description for Ln 10. S/W Cedars ARG/QARG v2017 Floating</b> Cedars 2017 Q ARG Reporting Tool - Floating License: For users interested in integrated structured reporting workflows. Key features: HL7 EMR integration; errors and warnings based on ASNC guidelines and ICANL/ACR specs; ASNC Image Guide Registry Uploads; ability to add screen captures to report; separate ECG and Nuclear readers. Key functionalities include: fully customizable reports with the aid of a visual report editor - Preloaded shortcuts of common sentences and descriptions used in reports and the ability to add new ones. - Inclusion of screenshots within the report - Full integration with our myocardial perfusion quantitative applications (QPS, QBS and QGS). To communicate & access Q-ARG outside of the hospital/clinic (i.e., home PC), user will need a network tunnel VPN. User will have the ability to load/install the Q-ARG on multiple computers with the number of concurrent or simultaneous users limited to the number of floating licenses purchased.	3,510
SER0039	2.00	<b>Description for Ln 11. Service for D-SPECT, Additional 6-Month WARRANTY</b> For D-SPECT system only. Standard warranty is extended for an additional 6 months.	0
9009999-01	79350.00	<b>Description for Ln 12. TRADE-IN SYSTEM</b> The Trade-In System is described within the Trade-In Addendum attached to this quote. The Trade-In System's Equipment Manufacturer, Model and Description, along with the ID/Serial Number and Trade-In terms and conditions, is specified within the Addendum.	-79,350