

North Carolina Department of Health and Human Services Division of Health Service Regulation

Pat McCrory Governor Aldona Z. Wos, M.D. Ambassador (Ret.) Secretary DHHS

> Drexdal Pratt Division Director

February 11, 2014

Greg Bass P.O. Box 32861 Charlotte, NC 28232-2861

Exempt from Review - Replacement Equipment

Facility:

Cleveland Regional Medical Center

Project Description:

Replace existing cardiac catheterization equipment

County:

Cleveland

FID #:

953106

Dear Mr. Bass:

In response to your letters of December 11, 2013, and January 28, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the GE Innova IGS 520 System (serial number assigned upon installation) to replace the existing GE Innova 2000 System (serial number 704487CMIN1). This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further, please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction and the Acute and Home Care Licensure and Certification Section to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely.

Julie Halatek Project Analyst Martha J. Frisone, Interim Chief Certificate of Need Section

Martha J. Frusono

cc:

Medical Facilities Planning Branch, DHSR

Construction Section, DHSR

Acute and Home Care Licensure and Certification Section, DHSR

Certificate of Need Section

www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-733-8139
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

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Carolinas HealthCare System

Edward J. Brown III Chairman

Michael C. Tarwater, FACHE Chief Executive Officer

> Joseph G. Piemont President & COO

> > January 28, 2014

Ms. Julie Halatek, Project Analyst Certificate of Need Section Division of Health Service Regulation Department of Health and Human Services 809 Ruggles Drive Raleigh, North Carolina 27603-0530

RE: Inquiry Response for Replacement of Cardiac Catheterization Lab Equipment on the campus of Cleveland Regional Medical Center

Dear Ms. Halatek:

In response to your January 9, 2014 inquiry related to the planned fixed cardiac catheterization replacement equipment project at Cleveland Regional Medical Center (CRMC) I am providing the additional information you requested related to state and local taxes associated with the project.

No taxes have been included in the capital cost schedule because Cleveland Regional Medical Center is entitled to a sales tax refund under North Carolina General Statutes Sections 105.164.14(b) and 105-467. Any sales tax incurred by the hospital in connection with this project will be refunded.

If you have any questions or require further information regarding this project, please contact me at 704-355-0314.

Sincerely,

Greg Bass, Director

CHS Management Company



North Carolina Department of Health and Human Services Division of Health Service Regulation

Pat McCrory Governor

Aldona Z. Wos, M.D. Ambassador (Ret.) Secretary DHHS

> Drexdal Pratt Division Director

January 9, 2014

Greg Bass P.O. Box 32861 Charlotte, NC 28232-2861

RE:

Inquiry / Cleveland Regional Medical Center / Replace existing cardiac catheterization

equipment / Cleveland County

FID #: 953106

Dear Mr. Bass:

On December 16, 2013, the CON Section received a letter from your office requesting an exemption from CON review to replace cardiac catheterization equipment on the campus of Cleveland Regional Medical Center. The letter from your office cites N.C.G.S. 131E-184(a)(7) as allowing an exemption from CON review when replacement equipment is needed and prior review is provided. Your letter also cites N.C.G.S. 131E-176(22a), which is the definition for "replacement equipment." Specifically, the statute states:

"'Replacement equipment' means equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than two million dollars (\$2,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater."

In the price quote for the equipment provided to the CON Section, page 25 of 26 states: "Quoted prices do not reflect state and local taxes if applicable..."

Please provide the following information to the CON Section no later than February 15, 2014:

1. The amount of any state taxes or local taxes that will be assessed against the proposed replacement equipment.



Certificate of Need Section

www.ncdhhs.gov
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Carolinas HealthCare System

Edward J. Brown III Chairman

Michael C. Tarwater, FACHE Chief Executive Officer

> Joseph G. Piemont President & COO

> > December 11, 2013

Mr. Craig R. Smith, Chief Certificate of Need Section Division of Health Service Regulation Department of Health and Human Services 809 Ruggles Drive Raleigh, North Carolina 27603-0530

RE: Replacement of Cardiac Catheterization Lab Equipment on the campus of Cleveland Regional Medical Center

Dear Mr. Smith:

Cleveland Regional Medical Center (CRMC) is planning to replace its existing unit of fixed cardiac catheterization equipment with new, technologically comparable equipment. CRMC intends to purchase a General Electric (GE) Innova IGS 520 System to replace a nine year-old GE Innova 2000 System of fixed cardiac catheterization equipment currently located in the cardiac catheterization room at CRMC. The existing equipment is near the end of its useful life and is at risk for service interruptions and downtime.

The GE Innova IGS 520 unit will be used for the same types of procedures as the existing equipment and it will not be used to provide a new health service. A chart comparing the existing equipment and the replacement equipment is included in Attachment 1 along with an equipment brochure. The equipment is currently in use and documentation provided in Attachment 2 indicates 423 procedures have been performed year to date in 2013.

The purchase price of the new cardiac catheterization equipment is \$900,256 as shown in the quote from General Electric provided in Attachment 3. Please see Attachment 4 for a letter documenting the equipment will be taken out of service and removed from North

Craig R. Smith December 11, 2013 Page 2

Carolina. The projected total capital expenditure for the removal of the existing equipment, renovation of the room and installation of the replacement cardiac catheterization equipment is \$1,900,000. The total capital cost schedule and certified cost estimate of the renovation required to install the new equipment are provided in Attachment 5. Line drawings for the project area and a site plan drawing are included as Attachment 6.

The North Carolina Certificate of Need (CON) statutes provide a definition of replacement equipment in N.C.G.S. 131E-176(22a). The definition requires the replacement equipment be comparable to the existing medical equipment and cost less than \$2.0 million when installed. The statutes further provide in 131E-184(a)(7) an exemption from certificate of need review for replacement equipment projects if prior notice is provided to the CON Section.

This letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-355-0314.

Sincerely,

Greg Bass, Director

CHS Management Company

Attachments

Attachment 1

Comparison of Existing and Replacement Equipment And Brochure for New Equipment

Attachment 1 - EQUIPMENT COMPARISON

Attachment 1 - EQUIPMENT COMPARISON		
	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	GE Innova 2000	GE Innova IGS 520
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	NA	NA
Model Number	Innova 2000	IGS 520
Serial Number	704487CMIN1	Serial Number Assigned upon installation
Provider's Method of Identifying Equipment	Serial number / System ID	Serial Number / System ID
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	August 2004	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	NA	NA
Specify if Equipment Was/Is New or Used When Acquired	Used	New
Total Capital Cost of Project (Including Construction, etc.) <use attached="" form=""></use>		
Total Cost of Equipment	\$748,391.00	\$900,256.28
Fair Market Value of Equipment		\$900,256.28
Net Purchase Price of Equipment	\$748,391.00	\$900,256.28
Locations Where Operated	Cleveland Regional Medical	Cleveland Regional Medical
Number Days in Use/To Be Used in N.C. per Year		
Percent of Change in Patient Charges (by procedure)		
Percent of Change in Per Procedure Operating Expenses (by procedure)		
Type of Procedures Currently Performed on Existing Equipment	Cardiac Catheterizations	Cardiac Catheterizations, pacemakers
Type of Procedures New Equipment is Capable of Performing	Cardiac Catheterizations	Cardiac Catheterizations, pacemakers, vascular, EP
	The state of the s	

Interventional Cardiology Time for a [Re]vision





Time for a [Re]vision

From X-ray to Image Guided Systems

It's time to rethink Interventional Cardiology imaging. GE is introducing Image Guided Systems, accurately reflecting the way you work – with increasingly diverse and complex procedures that require integration of powerful technologies.



The Innova' IGS 520¹ helps answer your daily challenges in image quality, clinical confidence, efficient procedure time, dose and reliability.



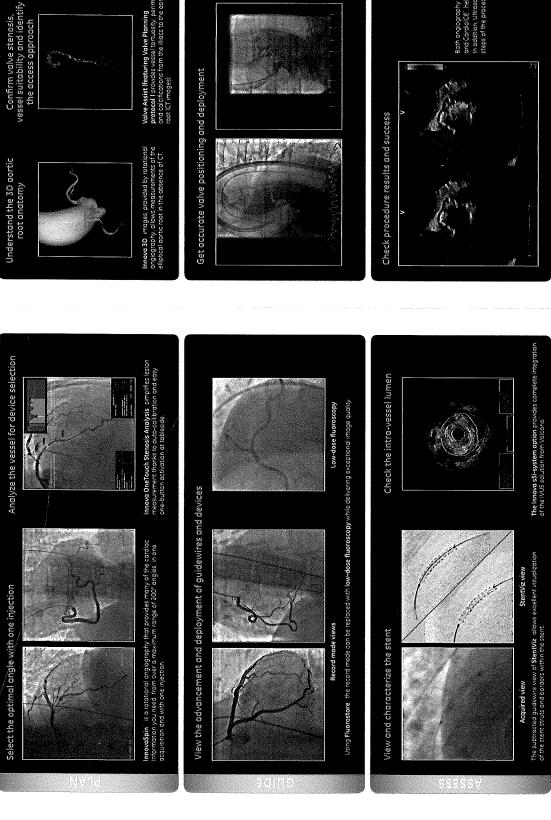
The Innova IGS 520 lets you leverage GE Healthcare's excellence in flat-panel imaging:

- Use the 21 cm x 21 cm flat-panel digital detector for approximately 30% more anatomical coverage than 17.7 cm square detectors.
- Get excellent performance in the low-dose fluoroscopy and record modes, with high Detective Quantum Efficiency (DQE).
- Obtain exceptional image quality, high reliability, advanced applications and dose management solutions: It all means you can trust your system to perform superbly in even the most complex cases.

Time for a [Re]vision

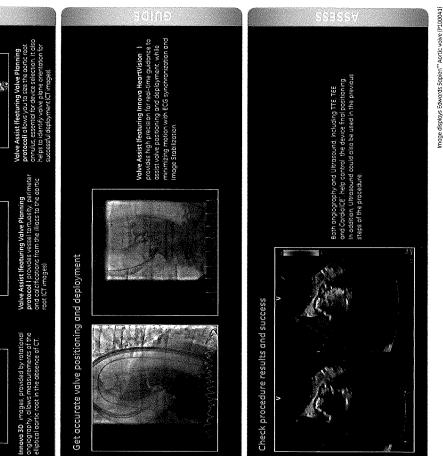
Drive your brocedure with a confidence

Percutaneous Coronary Intervention

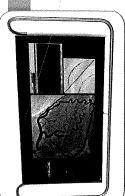




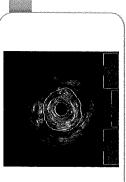
Select the appropriate valve and identify the valve plane



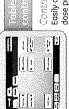
Efficient procedure time



workflow and choose from a wide range of interventional See information how, where and when you want it based on a large choice of predefined layouts. Optimize your Powerful. Comfortable. Flexible. cardiology layouts at tableside.



IVUS and FFR functionalities of Volcano on the tableside touch screen control help provide more comfort and efficiency for the user with synchronization of the Full integration of Volcano s5j.^{1,2} patient data.



dose protocols with the intuitive Easily access applications and Control at your fingertips.



Images, waveforms and data, Move beyond integration



treatments on the Innova Review images and plan

on the Innova, and compare multiple 3D models with full processing and control at tableside. Easily plan and monitor treatments

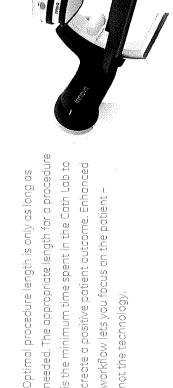


touch screen at tableside.

brought together in real-time, to put the information you need at your fingertips when you need it.



A comprehensive cardiovascular IT solution offering clinical access to a more complete cardiovascular workflow and improved revenue patient record with optimized Centricity Cardiology



not the technology

Jose Management

DoseSense

The right image at the right dose.

The IGS 520 features DoseSense, a comprehensive set of dose management tools that further extend dose efficiency.3

- Personalize and select your dose settings at tableside to achieve the IQ/Dose balance that fits your procedure needs.
- Keep image quality and dose at optimum levels with GE Healthcare's exclusive AutoEX, adapting on the fly the dose for each operator and procedure.
- Use InnovaSense with its intelligent detector to recognize patient contouring and optimize positioning.

Time for a [Re]vision

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General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Contact your GE Representative for the most current information.

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A General Electric Company, doing business as GE Healthcare.

- * Trademark of General Electric Company.
- ** Volcano is a trademark of Volcano Corporation. Volcano s5i is a platform developed by Volcano Corporation and is required for Integrated Innova – s5i system option
- *** Edwards Sapien is a trademark of Edwards Lifesciences Corporation
- ¹ Cannot be marketed (including advertising and promotions) in countries where market authorization is required and not yet obtained. Refer to your sales representative.
- ³ The dose efficiency may vary depending on the clinical task, patient size, anatomical location and clinical practice.

Fax: +33 (0) 1 30 70 94 35

Tokyo

Fax: +81-3-3223-8524

Singopore

Fax: +65 62917006

USA

Milwaukee

Fax: + 1-262-521-6123

About GE Healthcare

GE Healthcare provides transformational medical technologies and services that are shaping a new age of patient care. Our broad expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, biopharmaceutical manufacturing technologies, performance improvement and performance solutions services help our customers to deliver better care to more people around the world at a lower cost. In addition, we partner with healthcare leaders, striving to leverage the global policy change necessary to implement a successful shift to sustainable healthcare systems.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs. increasing access and improving quality around the world. Headquartered in the United Kingdom. GE Healthcare is a unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employees are committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at www.gehealthcare.com.

GE Healthcare Chalfont St.Giles, Buckinghamshire, UK



Attachment 2

Equipment Use Documentation

Attachment 2

Cleveland Regional Medical Center Cath Lab Monthly Treatment Statistics

Department: Cath Lab Year: 2013

Total Cases	YTD Current YTD	7 75 75	10 64 139	10 0 139	10 0 139	10 0 139	10 0 139	10 0 139	12 80 219	16 70 289	21 77 366	24 57 423
TEE	Current Y	7	س	0	0	0	0	0	2	4	5	3
ar	QTY	33	70	70	70	20	70	70	110	138	172	192
Vascular	Current	33	37	0	0	0	0	0	40	28	34	20
ary	YTD	0	0	0	0	0	0	0	0	2	2	2
Temporary Pacemaker	Current	0	0	0	0	0	0	0	0	2	0	0
Cath	ΔŢ	0	0	0	0	0	0	0	0	0	0	0
Rt Heart Cath	Current	0	0	0	0	0	0	0	0	0	0	0
eart	AT)	5	9	9	ဖ	9	9	9	∞	13	16	19
Lt & Rt Heart Cath	Current	5	_	0	0	0	0	0	2	5	3	3
Cath	YTD	22	4	41	41	41	41	41	29	92	117	145
Lt Heart Cath	Current	22	19	0	0	0	0	0	26	25	25	28
sions	YTD	8	12	12	12	12	12	12	22	28	38	41
Cardioversions	Current	8	4	0	0	0	0	0	10	9	10	3

Attachment 3

Equipment Vendor Quote

GE Healthcare

QUOTATION

Quotation Number: PR9-C4236 V 9

Cleveland Regional Medical Center

201 E Grover St

Shelby NC 28150-3917

Attn: Michael Rush 201 E Grover St Shelby NC 28150 Date: 12-04-2013

Quote Summary Heading

Qty Description

1 Innova IGS 520 Gen 2 System

Quote Summary: Customer Loyalty Discount GE Innova 2000 Trade In Total Quote Net Selling Price

(\$85,000.00) \$0.00 \$900,256.28

Summary Note



Cleveland Regional Medical Center

201 E Grover St Shelby NC 28150-3917 Attn: Michael Rush 201 E Grover St Shelbu NC 28150

Date: 12-04-2013

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

1) This Quotation that identifies the Product offerings purchased or licensed by Customer;

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms are Product Terms and Conditions; (iii) GE Healthcare Product Terms are Product Terms and Conditions; (iii) GE Healthcare Product Terms are Product Healthcare General Terms and Conditions

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of paument section below) will be void.

• Terms of Delivery:

FOB Destination

• Quotation Expiration Date:

12-20-2013

• Billing Terms:

80% delivery / 20% Installation

• Payment Terms:

Net Due in 30 Days

• Governing Agreement:

Premier

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare

3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE

Sarah Thomas

12-11-2013 **Product Sales Specialist**

US Phone: +1 262 347 9347 Sarah.Thomas@ge.com

CUSTOMER

Authorized Customer

Date

Print Name and Title

PO#

Desired Equipment First Use Date

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

Cash * ____ Lease ___ HFS Loan

If financing please provide name of finance company below*:

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.



Item No.	Qty	Catalog No.	Description
	1		Innova IGS 520 Gen 2 System w/Tilt & LDM Innova IGS 520 Gen 2 System
1	1	S18921TE	Innova IGS 520 Gen 2 System with InnovalQTable with Tilt-Special Introductory Offer
			Innova Image Guided System 520 - Special Introductory Offer
			Innova IGS 520 Cardiovascular and Interventional Single Plane System with InnovalQ Table with Tilt
			The Innova IGS 520 is a fully integrated imaging system that meets a wide range of clinical needs for interventional and diagnostic imaging with excellent image quality, extensive real-time processing, innovative dose management, ease of positioning, improved workflow and image management for excellent clinical versatility without compromise.
			The Innova IGS 520 (20.5 \times 20.5 cm square and 29 cm diagonal) unites image quality, an optimal panel size and built-in protocols for imaging versatility.
			The Innova Digital Flat Panel Detector
			The key element in this image chain is GE's patented Revolution Digital detector, which captures dynamic and fluoroscopic images in digital form with very efficient use of X-ray dose. The specially designed Innova IGS 520 Digital System provides optimized and customizable image processing algorithms to take maximum advantage of the unique properties of these images.
			Dose Reduction
		,	 The Innova IGS 520 is optimized for dose efficient operation in a wide range of imaging applications.GE's novel dose sensitive design has considered various aspects of dose optimization. DoseMap: records and displays estimated local cumulated dose during procedures performed on your GE Healthcare angiographic system. The calculation and the cumulated local dose are displayed upon user request of upon configured threshold and provide a visualization of the distribution of the

• Detector dose efficiency: The high DQE of the Revolution detector provides inherent dose efficiency improvements.

local cumulated dose all along the exam as well as the current projection of the

- Virtual Collimation: Enables you to position the collimator blades without irradiation.
- Dynamic exposure optimization AutoEx:A neural network technology allows advanced exposure management algorithms to dynamically control x-ray



Item No. Qty Catalog No.

Description

technique and beam filtration. This optimizes the contrast-to noise ratio within the image automatically, in real time, without operator intervention.

- Temporal dose efficiency: The high temporal resolution of the Revolution detector and the real-time adaptive capability of the Innova IGS 520 architecture allow GE's unique fluoro algorithms to produce dose efficient noise reduction.
- Optimized frame rates: A choice of frame rates to enable dose reduction while capturing dynamic motion with required resolution is available.
- Integrated dose monitoring: This allows monitoring and display of air kerma, integrated air kerma over the exam and the total dose area product received by the patient during a procedure.
- Dose IQ customization: Several image quality and dose strategies are available and can be customized for the various clinical protocols in both Fluoro and Record acquisitions, making the Innova IGS 520 truly versatile without compromise over a wide range of clinical procedures.
- Adjustable Dose Threshold Settings: Configurable threshold of cumulated dose with visual warnings when reaching the threshold
- Dose Structure Reports: Dose reporting using DICOM standards

Innova IGS 520 Positioner

The Innova IGS 520 combines GE's exclusive Innova LC Positioner with an ergonomically

designed tableside user interface to provide easy access and control of critical features during an exam.

- The patented, three-axis isocentric Positioner design with floor mounted L-arm and offset C-arm provides maximum positioning flexibility and excellent patient access in all views.
- The rigid, floor-mounted construction provides minimum vibration and deflection during acquisitions.
- The three motor-driven axes make even the most complex angulations easy to achieve.
- Anatomical and mechanical movement for easy gantry positioning

Innova Digital Flat Panel Image Chain

- 20 cm Revolution Digital Flat Panel Imaging System
- Completely Digital Imaging Chain
- Amorphous Silicon Photodiode Array
- Cesium Iodine Scintillator



Item No. Qty Catalog No.

Description

- 20 cm x 20 cm Active Area
- 20, 17, 15, and 12 cm Fields of View (measurements are length per side)

Innova IGS 520 X-ray Generation

The Innova IGS 520 utilizes a 100 kW high frequency, Jedi three-phase power unit that provides grid pulsed fluoroscopy capability.

Performix 160A X-ray Tube:

- 1.0, 0.6 and 0.3 mm (Biased) Effective Focal Spots
- Grid Pulsed Fluoroscopy
- 3.7 MHU Anode Heat Storage Capacity
- 3200 Watt Continuous Casing Heat Dissipation Rate
 - 4500 Watt peak capability for a maximum of 10 minutes
- Continuous Water Cooling with External Chiller

Innova Angiographic Collimator

- Automated Spectral Filters
 - 0.1, 0.2, 0.3, 0.6 and 0.9 mm Thick
- Three Independent Motorized Contour Filter Plates including a Central Leg Filter
- Functions controlled from tableside.
- Pediatric filters: 0.1mm Cu spectral filter for Pediatric protocols

Innova Digital Imaging Subsystems

A fully integrated imaging system that meets key vascular imaging demands with advanced real-time processing, storage, post processing and display capabilities. Based on the Windows XP operating system, the Innova Digital system is capable of true multitasking with background image networking that increases productivity and speeds patient throughput.

- High bandwidth, real-time processing and image presentation algorithms optimized for imaging using the Revolution Detector provide superior image enhancement.
- Innova Dynamic Range Management provides consistent visibility of vessels and devices over all backgrounds.
- Edge enhancement filters automatically adapt to field-of-view changes to maintain consistent image appearance.

Image Acquisition

• Fluoroscopy (un-subtracted, roadmap and subtracted) at 30 fps, 15 fps, 7.5 fps,





Item No. Qty Catalog No.

Description

and 3.75 fps.

- Optional Sub/no Sub simultaneous display at maximum 30 fps (requires an additional in-room B&W LCD monitor)
- Optional Angio Acquisition Package:
 - DSA (digital subtracted angiography) at 0.5 7.5 fps
 - Multi-segment DSA and flexible frame rate and duration and single shot capabilities
- Dynamic Acquisition Package at 30 fps and 15 fps
- Optional Innova Chase acquisition at 5 fps
- Field-of-view adjustment from tableside with four magnification selections with 1024 x 1024 image display regardless of acquisition matrix
- Integrated X-ray dose tracking and in-room display of air kerma and dose area product, as well as DoseMap visualization of estimated local patient dose throughout exam
- Horizontal and vertical image flip capability for all acquisition modes
- Automated electronic shutter matched to collimated portion of image for optimized image display and visualization comfort.

Image Display

- Innova IGS 520 includes 1 B&W 19" LCD monitor and 1 console color monitor for control room display of live and reference images.
- Additional 19" LCD color monitors can be purchased and installed on the in-room LCD monitor suspension for AW, hemodynamic, and recording systems, ultrasound, IVUS.

User Interface

- Innova Central Touch Screen user interface allows control of many vascular X-Ray and accessory functions from table side in addition to control room. Examples of controllable functions include: examination protocols, fluoro and record parameters, in-room browser, and(optional)Large Display Monitor (LDM) configuration. It also provides table side control for numerous options and advanced applications including Stenosis Analysis, 3D imaging, Vision applications, MacLab hemodynamic recording, and Volcano IVUS. Favorites tab allows selection of all available controls to be managed with a single button press.
- SmartNav, an innovative, intuitive and context-based navigation allows the user to clearly navigate through a selection of functions and applications, using the



Item No. Qty Catalog No.

Description

Innova Central joystick and the reference monitor as a "heads up" display for navigating system menus, if desired.

- Dedicated keypad for convenient control of commonly used review functions
- Flat graphic display with easy "point-and click" mouse control for patient management and advanced processing and analysis features
- Keyboard for patient data entry
- Wireless remote for in-lab control of commonly used image playback and processing functions
- Tableside TSSC with Contour Filter Controls, Collimation, 72 User Stored Gantry Positions, and Landscaped Roadmapping at Tableside
- Virtual Collimation provided with display of Collimator position on Fluoro Last Image Hold
- Dual Footswitch with Table Unlock and Footswitch Cover
- InfraRed Remote Control for Tableside Review

Image Management, Connectivity & Workflow

- Acquisition of data at 14 bits
- Cardiac images stored in 8 bits, maximum 450 images per sequence, storage capacity: 136000 cardiac images
- DSA images with 12 bits data stored in 16 bits, maximum 450 images per sequence, storage capacity: 68000 DSA images
- DICOM image output on 100Mbit Ethernet with Autosend and background transfer for fast transmission with minimal user interaction
- Capability to do full resolution 1024 \times 1024 DICOM push to retain image quality at acquisition (configurable to 512 \times 512, for cardiac acquisitions)
- Patient Worklist capability provides a single point of entry of patient data, increasing staff productivity and eliminating clerical errors. Patient information can easily be imported into the digital system from information systems that support DICOM Worklist Service Class Provider.
- MPPS: Modality Performed Procedure Step allows the Innova IGS 520 to share with the hospital information system the main exam parameters.

InnovalQ Table with Tilt

InnovalQ Table is a fully motorized tilting table for Innova cardiovascular and interventional X-ray angiographic systems.

It features new functionalities that provide effortless, automated and flexible positioning:

Fully motorized longitudinal and lateral motions even when tilted



Item No. Qty Catalog No.

Description

- Variable force positioning that allows for smooth and precise motion over the complete range of speeds
- Enhanced aAuto positioning feature that enable that capability to memorize the table and gantry position simultaneously or separately.
 - Quickly reaching programmed positions by performing multiple-axis motions simultaneously.
- A new dedicated auto-positioner memory position for quick return to CPR position (cardiopulmonary resuscitation)
- Includes table panning device with 5 meter cable.
- Can support a total load of 320 kg (705 lbs), comprising a maximum patient weight of 204 kg (450 lbs) for the tabletop, (at any longitudinal, lateral or tilted position), plus 40 kg (88 lbs) of accessories on each of the two side rails, plus 20 kg (44 lbs) of accessories at table end, plus 16 kg (35 lbs) for other miscellaneous components/accessories (i.e. mattress, shoulder rest):
 - Tabletop includes a 2 inch mattress
 - Fluoroscopic coverage from head to toe of 186 cm for Innova IGS 520, 194 cm for Innova IGS 530, and 198 cm for Innova IGS 540.
 - Tabletop length: 333 cm (131 inches)
 - Tabletop width: 46 cm (18 inches) in the patient trunk area
 - Horizontal eight-way float movement
 - Longitudinal travel: up to 170 cm (66.9 inches)
 - Transverse travel: +/- 14 cm (5.5 inches) in manual mode; +/- 13 cm (5.1 inches) with motorized panning
 - Vertical travel without tilt: 30 cm (12 inches)
 - Vertical travel above floor with tilt: 80 cm (31.5 inches) to 137 cm (54.3 inches) rotation of +/- 180 degrees typical values
 - Vertical speed: up to 2.5 cm (1 Inch/s)
- Tilt-related specifications:
 - Tilting angles of 20 degrees head down (Trendelenburg) and 12 degrees heads up (reverse Trendelenburg) typical values
 - Tilting speed: up to 2 degrees/second
 - Equipped with iso-center tracking and incidence keeping as standard features
 - Incidence keeping available in the range from 20 degrees head down (Trendelenburg) to 12 degrees heads up (reverse Trendelenburg)
 - Dedicated shoulder and foot rest for optimal patient comfort when using



Item No. Qty

Catalog No.

Description

maximum tilt

Also includes:

- Smart Box
- Clear vu Arm Support.
- Velcro Quick Straps 7.6 cm x 9.14 cm
- IV Pole

Warranty:

Full One Year Warranty on System and Revolution Detector. Three Year Non-prorated Warranty on the X-Ray Tube as detailed in Warranty Documentation.

Broadband Built In

Includes hardware install support essential for systems to be ready for high speed internet connection. Enables customer to access GE Healthcare Digital Services designed to improve quality, enhance performance, increase productivity, reduce costs, reduce downtime, expand imaging capabilities, and increase privacy and security of data transmission.

Standard warranty coverage hours for this Innova system are 8 AM to 9 PM local time.

Compliant with the Medical Imaging & Technology Alliance (MITA) commitment made by the x-ray Interventional industry to implement the DICOM Radiation Dose Structure Report.

2 1 S18751KT

Tableside Cart

Tableside Cart

The Tableside Cart is designed to hold table side user interfaces (TSUI) of the Innova cardiovascular system. TSUI can then be located at different locations around the imaging system to adapt to the operators working position.

Compatible Table Side User Interface (TSUI) allowed to be installed on the Tableside Cart include:

- Smart Box/Smart Handle
- Table Side Status Control (TSSC)
- Innova Central Touch Screen
- In-room 3D Mouse
- Volcano Touch Pad Controller

The Cart is designed such that the TSUI's are clamped on its rails exactly the same manner as they are clamped on the table accessory rails.



ltem No.	Qty	Catalog No.	Description
			The Tableside Cart is delivered with two accessory rails, each designated to hold up to two Table Side User Interfaces (TSUI).
			The Tableside Cart can be installed with one or two accessory rails.
			 The height of the rails is customizable: Single rail configuration, the rail can be positioned at 75.5 cm (29.7 in.), 82 cm (32.3 in.), 98 cm (38.6 in.), or 104.5 cm (41.2 in.) In dual rail configuration, 2 settings are possible: Bottom rail: 75.5 cm (29.7 in.) Top rail: 98 cm (38.6 in.) or
			- Bottom rail: 82 cm (32.3 in.) Top rail: 104.5 cm (41.2 in.)
			Two brakes located on the front side of both front wheels, can be used to immobilize the Tableside Cart when needed.
			The Tableside Cart is certified with Innova IQ Table exclusively.
3	1	S18751SA	In-room Browser
			In Room Browser
			Enables a thumbnail display of acquired sequences and photos on the in room monitor for interactive table-side selection and review. With a press of a button, transfer the angulation information from a review image to positioner for auto-positioning of the gantry.
4	1	S18751FS	FluoroStore with Fluoroloop
			FluoroStore
			Lets you store and play fluoroscopic loops with a push of a button. Enables looping display and storage of the last 450 fluoroscopic images (60 seconds to 15 seconds depending on frame rate). The images are marked with a separate icon to identify them distinctly during the review.
5	1	S18061HZ	2nd SmartBox for InnovalQ Table with Tilt
		ļ	Additional SmartBox for InnovalQ Table with Tilt
			One SmartBox is included with the IGS system.
6	1	S18461MA	GE Large Display Monitor, 8MP
			GE Integrated Large Display Monitor
			The GE Large Display Monitor (LDM) is an optional in-room primary 8 megapixel large monitor and video server solution that is fully integrated on the Innova Central Touch



Item No. Qty Catalog No.

Description

Screen. The 56 inch LDM connects with the Innova single plane cardiovascular X-ray systems, helping physicians perform routine and advanced procedures in the Cath, Interventional Radiology and Electrophysiology Labs by helping them to see with confidence. A high definition video output is available as an option. This plug-in allows other HD devices such as monitors for teaching purposes or recording and streaming systems to be displayed.

There are 19 inputs available including 3 free open inputs compatible with VGA and DVI video formats. The Large Display solution can support many relevant data sources required during interventional procedures. More than 120 pre-defined layouts are accessible at the Innova Central Touch Screen. This offers the user a wide variety of ways to customize layouts according to their specific procedures and preferences. Layouts may be changed during the procedure at the Innova Central Touch Screen. The images may be zoomed to enlarge small details or information in complex interventions.

The GE Large Display solution has the potential to replace the multiple monitors fixed on the boom and select individual device monitors scattered around the lab with one large, configurable, high resolution display. This allows an improved procedural workflow that helps the physician keep the focus on the patient, not the technology.

The main features of the Large Display Monitor are:

- Large Display Monitor of 56 inches (142.2cm) in diagonal dimension
- Display matrix of 8 megapixels arranged as a 3840 by 2160 pixel array
- Ability to accept up to 19 video inputs for Live, Reference, AW and optional subtracted Fluoro monochrome signals as well as for a wide variety of other video signals usually used in an interventional environment - including 3 free open inputs compatible with VGA and DVI video formats
- Video server able to display video signals on screen at various sizes and in various arrangements
- Up to 120 layouts provided for selection by the users may be grouped into user groups or application specific functional groups for convenience
- Can select the displayed layout directly from the Innova Central Touch Screen at tableside in one click
- 19 inch (48cm) monochrome Live and Reference monitors connect at the back side of the LDM for backup and reliability in the procedure room.
- As an option, HD video outputs are available to connect to any HD compatible video solution (such as second 8MP monitor, 2MP HD monitor, recorder ...) for education and recording purposes.

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S18111PV

Power Cord for LDM



Item No.	Qty	Catalog No.	Description
			Power Cord for LDM, 110 volt
8	1	S18751PY	3KVA UPS for LDM, 110 volt
			UPS for Large Display Monitor, 3KVA, 110 volt
9	1	S18461AD	Analog to Digital Converter Kit
			Analog to Digital Converter Kit
10	1	S18461LM	Link Set for Recording System
			Link Set for Recording Systems
11	1	S18461LP	Link Set for PACS
,			Link Set for PACS
12	1	S18461LV	Link Set for IVUS Volcano
			Link Set for IVUS Volcano
13	1	S18461LW	Link Set for AW, Innova 3D, and Innova CT
			Link Set for AW, Innova 3D, and Innova CT
14	1	S18461LG	Link Set for Digital and Analog Ultrasound
			Link Set for Digital and Analog Ultrasound
15	1	S18461LZ	Link Set for Open 1
			Link Set Open 1
			Suitable for anesthesia monitors, camera, etc.
16	1	S18391LZ	Large Display Monitor Suspension with 36 meter cable
			GE Large Display Monitor Suspension
			 A dedicated ceiling suspension with protective handles provides vertical and horizontal monitor position adjustments as well as rotation of the monitor on the boom.
17	1	S18461GE	19 inch Monochrome Flat LCD Reference Monitor
			19 Inch Monochrome Flat (LCD) Reference Monitor
			All Components Required for Viewing of High Quality Images. The Kit Includes:
		1	19 Inch Monochrome LCD Control Room Monitor



tem No.	Qty	Catalog No.	Description
			All Required Cabling
18	1	S1876PE	Main Power Disconnect Panel - UPS Ready
			Innova Main Disconnect Panel - UPS Ready
			This main disconnect panel provides emergency shut down, undervoltage protection overcurrent protection, OSHA lockout tag provisions, and serves as a local disconnection for the GEHC Innova system. It reduces installation time and cost by providing a single-point power connection, eliminating the need to mount and wire a number of individual components, and its standardized design and testing assures high product quality and system reliability. It is UL and cUL listed for compliance with National Electric Code, and it can be either surface or semi-flush mounted. Customer is responsible for rigging and arranging for installation with a certified electrician.
19	1	S1875PK	Innova IQ 20KVA UPS
			GE Digital Energy 20KVa UPS for Innova Systems
20	1	S18751PK	UPS Interface
			Innova UPS Interface
21	1	S18101CH	UL Coolix SMC Auto Transformer
			UL Coolix SMC Auto Transformer
22	1	S18921LB	InnovaSense, Advanced Patient Positioning, Patient Contouring
			InnovaSense, Advanced Patient Positioning, Patient Contouring and Anti-Collision Package
			Patient contouring feature leverages advanced capactive sensor technology in real time to sense the distance of the patient from the detector. Ability to do so is critical moving the detector rapidly near the patient, and also positioning it optimally close the patient to reduce skin dose.
23	1	S18921NB	Standard Positioning and Anti-Collision Package
			Standard Positioning and Anti-Collision Package
24	1	S5809AC	IV Pole and Mount
			Additional IV Pole and Mount. One is included with base system.
25	1	S18721AF	Administration Package
			Administration Package



Item No.	Qty	Catalog No.	Description
			DICOM Patient Worklist Capability Provides Single Point of Entry of Patient Data, Increasing Staff Productivity and Eliminating Clerical Errors. Patient Information can Easily be Imported Into the Digital System From Information Systems That Support DICOM Worklist Service Provider.
			The Administrative Package is Required for Two-way Information Exchange with the Mac Lab Hemodynamic Recording Systems (Optional).
			Administration Package includes Multi-destination Push which enables images to be sent to multiple remote DICOM destinations sequentially (one after the other). Multi-destination helps to support a clinical scenario of handling post processing and archival activities in multiple destinations independently of each other (workstation, PACS). Multi-destination provides a seamless integration of the Innova into your workflow.
26	26 1	S18751DS	Digital Subtraction Angiography Option
			DSA Package
			GE's unique DSA implementation uses sophisticated imaging optimization techniques to achieve the best image quality at an optimal dose. Optimal technique levels for DSA are set from Fluoroscopic images produced prior to the DSA. In the event Fluoroscopy has not been performed at the location where DSA has been commanded, the operator will be prompted by the system to fluoro prior to initiating DSA. The actual exposure runs begin immediately after the trial exposures to achieve a very high image quality at user defined frame-rates (0.5-7.5 f/s). Optionally, the contrast injection can also be automatically initiated with an injector. The first image is used as a mask by default, and a real-time subtraction is performed. The mask image can be modified in post-processing, along with pixel-shift operation. This no-compromise imaging on a larger 20 cm panel helps achieve the best image quality at an optimal dose for peripheral imaging applications.
27	1	M81511VN	AW VS5 - NO VOLUME VIEWER
			AW VolumeShare 5 with Two Flat Panel Monitors and 6GB of RAM. Does NOT Include Volume Viewer.
			AW VolumeShare 5 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance.
			AW VolumeShare 5 features include:
			Hardware:



Item No. Qty Catalog No.

Description

- HP Z800 Workstation with Intel x5650 Six Core Xeon 2.66 GHz CPU with 8MB Shared L2 Cache / 1333 MHz Dual FSB
- 6GB DDR-3 1333 ECC DIMM
- 300GB SAD 15,000rpm Hard Disk for OS and Apps.
- 600GB SAS 15,000rpm Hard Disks for Image Data
- 2 x 19" EIZO MX191 monitors

Software:

- Fast access to information you need through optional RIS integration & priors post-fetch
- Efficient workflow through dynamic load, end review and Key Image Notes features
- Optional productivity package to pre-process exams and allow up to 8 simultaneous sessions
- Applications usage monitor to track usage of your system
- Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts
- Enhanced multi-modality contouring tool with support for PET SUV's
- Support for external DICOM USB media and preference management tool to exchange preferences across users
- Support for optional, broad suite of multi-modality advanced applications

28 1 S18021CE

Cardiac Analysis Package for AW

Cardiovascular Analysis Package for AW

The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.

The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.

The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method.

GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.





Item No.	Qty	Catalog No.	Description																		
29	1	S18751CB	Cardiac Analysis Package on DL Digital System																		
			Cardiovascular Analysis Package (on DL system)																		
			The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.																		
			The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.																		
ί,			The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method.																		
			GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.																		
30	1 S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	S18751BN	Stent Technologies		
			Stent Technologies																		
			Includes:																		
			StentViz																		
																					StentViz is a stent visualization enhancement software application available on the DL, or the Innova Central Touch Screen. StentViz analyzes a recorded cardiac sequence and displays an imnage corrected for motion, artifact and noise. On biplane systems it can be applied to either plane, one plane at a time.
			Innova Onetouch Stenosis Analysis																		
				capability to the tableside using the Innova C distance measurements and other Stenosis A	The Innova Onetouch Stenosis Analysis is designed to bring the Stenosis Analysis capability to the tableside using the Innova Central Touch Screen. Program activation, distance measurements and other Stenosis Analysis parameters can be controlled directly on the Touch Screen with fingertip control.																
			Innova Onetouch Stenosis Analysis requires the purchase of either the Stenosis Analysis Software or the Cardiac Analysis Software, as well as the Innova Touch Screen. On biplane systems it can be performed on either plane, one plane at a time.																		
31	1	E7018JN	Medrad Mark V ProVis Table Mount Injector, Remote Keyboard, Free Standing Pedestal																		
			Medrad Provis Table Mount Injector w/Remote Keyboard, & Free-Standing Pedestal																		



E4502SS

Item No. Qty Catalog No.

Description

FEATURES/BENEFITS

- Programmed microprocessor helps protect against over-volume, over-flow, over-pressure
- Exclusive mechanical stop automatically sets and locks to physically limit injection to selected volume and is unaffected by electrical interruption
- Large, bright control panel for easy reading in any lighting situation
- Common protocols are stored to save time
- Multiple Turret configurations for different volume studies
- Wide range of fast and slow loading speeds
- Convenient free standing pedestal to allow injector to be removed from table and placed out of the way when not in use

SPECIFICATIONS

- Loda rate 5-10 ml/sec variable speed
- Syringes, disposable: 60, 150, or 200 ml
- 105-120 VAC single phase, 60 Hz

NR - X-Ray Warning and Room Lighting Control Panel

X-Ray Warning and Room Lighting Control Panel

The X-Ray in use Warning and Room Lighting Control Panel provides a low voltage interface between the X-Ray in use warning lights, interior room general lighting systems, and the X-Ray system. Convenient, pre-wired foot switch operation of the interior room lights, aids in easy precise imaging system positioning. The X-Ray in use portion of the panel provides low voltage, low energy control of the X-Ray in use Warning Lights. The room general lighting is controlled by a foot switch activated contactor.

FEATURES/BENEFITS

- Reduces installation time, procurement time and cost, by providing stock availability of this assembled control panel
- Reduces shock hazard from the second source of energy running to the imaging control panel
- Eliminates the sourcing inconveniences and delivery delays often associated with acquiring individual components
- Reduces shock hazard from the second source of energy running to the imaging control panel
- UL and cUL labeled to conform to domestic and Canadian Codes





E6220J

Item No. Qty Catalog No.

Description

• Increases servicing safety by the use of low voltage interface circuit between the imaging system and the line voltage lighting systems

SPECIFICATIONS

- Dimensions (H x W x D): 12" x 12" x 6"
- Weight: 26 lbs.
- Mounting: Rear mounting holes located 9" horizontally and 9" vertically.
 Mounting hole diameter is 5/16"

COMPATIBILITY

• For use in CT, PET/CT and X-Ray applications

NOTES:

- Customer is responsible for rigging and arranging for installation with a certified electrician
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

VIS-A-VIS Vitaling Intercom System for X-ray

VIS-A-VIS Vitaling Intercom System for X-ray

The VIS-A-VIS Vitalinq intercom system for X-ray is a two-way communication system that is designed to meet the specific needs that arise during diagnostic and interventional procedures. It enables physicians to have continuous two-way conversation with the control room operator during diagnostic and interventional procedures.

FEATURES/BENEFITS

- Capable of picking up conversation in a normal tone of voice, Vitaling allows control room operators to respond immediately to physicians' requests
- Larger format and unique pyramidal construction of the microphones contribute to Vitaling's high intellgibility, even within the acoustically active space of a full-functioning procedure room
- Designed to minimize the loss of articulation by reducing the potential echo path it gathers and transmits speech in a highly efficient manner

SPECIFICATIONS

- Dimensions: 24" x 24" x 20"
- · Weight: 47 lbs.

NOTES:



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Item No.	Qty	Catalog No.	Description
			 INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period. Installation, parts, application training and onsite service is the buyer' responsibility
34	1	E7009CA	Innova 2100/2121 Detector Drapes (20/box)
			Innova 2100 Detector Drapes (20/Box)
35	1	E6415J	X-Ray Table Clamp for Remote Panning Handle
			X-Ray Table Clamp for Remote Panning Handle
			FEATURES/BENEFITS
)			 Designed for an Omega cardiac/vascular table BIG AL clamp allows the operator to position the table remote panning handle a the end of the angio table on either the right or left side The location of the handle can be customized to meet the needs of the individuo operator Option will support clinical studies such as TIP's procedures, or any procedure where the operator needs to position and operate the table from the patient' head and neck area
			SPECIFICATIONS
			 Metal clamp: 3" x 3" x 7" box weighing 6 lbs COMPATIBILITY
			GE Omega cardiac/vascular tables
36	1	E6420BF	HB-2 Double Vertical Articulating Armboard
			HB-2 Double Vertical Articulating Armboard
			This radiolucent, advanced composite armboard articulates in both the horizontal and vertical planes, allowing virtually unobstructed fluoroscopy of catheter placement. Advanced hinge design allows the user to set a vertical position of up to 45 degrees, with no metallic parts to corrupt the image. Radiolucent flat plate slides under the table pad, and is fastened securely in place by an angled lip on one side and a Velcro strap on the other. The plate fits most flattop, special procedure angiographic tables, and can quickly and easily be removed from the table by releasing the strap and sliding the armboard out from under the patient. A Velcro wrist strap and foam pad is



Item No.	Qty	Catalog No.	Description
			included. A replacement pad set (E6420BC) is available separatelyH
37	2	E7018JZ	Mavig 2.5m Track without Cable Spooler
			Mavig 2.5m Ceiling Track without Cable Spooler
			The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment.
			FEATURES AND BENEFITS
			 The unique structure profile ensures smooth running of the carriage With little force, the installed system can be moved and positioned The carriage glides smoothly, even after many years of routine use Adjustable cross-struts simplifies the system installation
38	2	E3053CC	2.5m Cable Spooler (requires E3053CM)
			Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp
			This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months-Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer's responsibility
39	2	E3053CM	Cable Holders and Stoppers for Ceiling Track
			Mavig Cable Holders and Stoppers for Ceiling Track (used with Cable Spoolers E3053CC, E3053LT)
40	2	E3053BC	Portegra2 360 Ceiling Column w/ Carriage - 58 cm
			Portegra2 360 Ceiling Column w/ Carriage 58 cm
			Lower post allows 360 rotation
			 Upper fixed post is electric with 330 rotation
			 Each has a load capacity of 18 kg (40 lbs.)
41	1	E3053CH	Contour Shield 76 x 61 cm (with center connect)
		4 2	Contour Shield 76 x 61 cm (with center connect)
42	1	E3053LW	Mavig Mach3 DuoFocus Surgical Lamp w/ Mounting Arm
			Mavig Mach 3 DuoFocus Examination Lamp with Extension/Spring Arm



Item No.	Qty	Catalog No.	Description
			The Mach 3 lamp is ideally suited as an accessory to a MAVIG radiation protection system to provide illumination for examination procedures. The electrically wired extension and spring arms permit installation of the lamp on the wired mounting post of the dual-fixture column. The lightweight lamp head and well positioned focusing handle offer the physician quick and accurate positioning and in-depth focusing.
			SPECIFICATIONS
			 Max Light Intensity: 110,000 lux Focusable Light Field Size: 3-14 in. Working Distance: 24-59 in. Power Requirements: 110V, 50-60 Hz
			Includes the M3 Lamp, extension and spring arms, and transformer. Does not include column. Warranty Code: H
43	1	E3053LS	Mavig Uniflex R-96 Examination Lamp w/ Mounting Arm
			Mavig Uniflex R-96 Lamp with Mounting Arm
			Mavig R-96 examination lamp with mounting arm provides 40,000 lux and color rendering index of 96.5% which improves visualization of different shades of red in the wound area. This lamp comes with a focusable light field size of 14-25 cm and runs on AC 110-120V power. Use the cable spooler when lamp needs to be track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Does not include column E Warranty Period-6 months- Exchange of non conforming products, which are returned to GE during warranty period Note:Installation,parts,application training and on-site service is the buyer's responsibility
44	2	E3053JB	Mavig Double Pivot, Flexible Lower Body Protector
			Mavig Double Pivot, Flexible Lower Body Protector, (UT6020-GE); This Model is Designed To Offer Full Protection to Doctor and Staff During Examination in Combination with Tiltable Tables. Performance Angle +/- 15 Degrees, Adjustable Brakes for Lower Shield, Left and Right Table Mounting with Single Adapter; Sold per EachH Warranty Period-6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation, parts, application training and on-site service is the buyer's responsibility
45	2	E7058A	GE Anti-Fatigue Floor Mat (Blue $3\times5\times5/8$ ")
			GE Anti-Fatigue Floor Mat
			FEATURES/BENEFITS



Item No.	Qty	Catalog No.	Description
			 Ingenious device for those who spend a lot of time on their feet on concrete or tile surfaces Cradles feet in cushiony comfort, minimizing stress and fatigue Sealed to prevent moisture absorption and facilitate cleanup - ideal for medical environments
			SPECIFICATIONS
			 Dimensions (L x W x D): 60" x 36" x 0.5" Weight: Approx 22 lbs. Blue/White Marble Color
			COMPATIBILITY
			Cath Labs, Angiography, R&F roomsMammographyUltrasound
46	1	W0101CV	8 Days Interventional X-ray Advanced Applications On-site System Training
		/	8 Days Interventional X-ray Advanced Applications On-site System Training
			Eight full days (1 day = 8 hours) of on-site training for an Innova X-ray system. Includes one 3-day on-site visit to coincide with system go-live, one 3-day on-site follow-up visit and one 2-day on-site follow-up visit to be scheduled Monday through Friday. Training cannot be scheduled as single day events. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest.
47	1	W0002CV	2 Days Interventional X-ray On-site System Training
			2 Days Interventional X-ray On-site System Training
		;	Two full week days (1 day = 8 hours) of on-site training for an Innova X-ray System, to be used Monday through Friday. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest. Days provided consecutively.
48	1	W4010CV	HQ Class for Innova Single Plane or Biplane with AW
		1	HQ Class for Innova Single Plane or Biplane with AW
			Tuition for one student to attend one three-day class for Innova Single Plane or Innova Biplane at the GE Healthcare Institute in Waukesha, WI. Tuition includes air transportation, local ground transportation, hotel and meals to include breakfast and lunch. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest.



Item No.	Qty	Catalog No.	Description
			This course will focus on both the Innova IGS and Advantage Workstation and is intended for the customer who desires training on both systems to include Innova 3D/3DCT. All Vision applications are discussed in the course as only a high level overview.
			This course is not recommended for customers who have purchased an Innova IGS System without the purchase and/or use of the Advantage Workstation.
49	1	S18051NF	Provis Mark V+ Table Mount Injector Interface
			Mark V+ Provis Table/Rack Mount Interface
50	1	S18101SP	Installation Template Installation Template
51	1	S18101SF	Above Grade and Through Bolts Anchor Kit - Above Grade and Through Bolts, 25 mm
52	1	S18111SB	9 ft. 6 inch Inboard Monitor Bridge 9 foot 6 inch Inboard Monitor Bridge
53	1	S18111SH	Long Sleeve for 3 Monitor Support Reinforcement Bridge
54	1	S18121RD	In Board Rails, 228 inch/579 cm In Board Rails, 228 inches long, to be used with LCD Monitor Suspensions
55	1	S18751CD	MAC Lab Cable 70 inches MAC Lab Cable, 70 inches
56	1	S18941CB	Group 1 Cable - Maximum Length Group 1 Cable - Maximum Length
57	1	S18061HD	C1 Ground Cable, maximum length C1 Ground Cable, maximum length
58	1	S18941CD	Group 2 Cable - Maximum Length
59	1	S18941CE	Group 2 Cable - Maximum Length Group 3 Cable - Standard Length



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Item No.	Qty	Catalog No.	Description	
		· · · · · · · · · · · · · · · · · · ·	Group 3 Cable - Standard Length	-
60	1	S18741EY	Group 4 - 5 Cable	
			Group 4-5 Cable	
61	1	S18741EL	Fast Link Cable Group	
			Fast Link Cable	
62	1	S18101SM	Vascular Base Plate Assembly	
			Vascular Base Plate Assembly	
63	1	S18741TP	Table Plate	
			Table Plate	
64	1	S18741PC	Innova Lift Dolly	
			Innova Lift Dolly	
65	1	S18101SX	Rails and Cable Drapes	
)			Rails and Cable Drapes	
66	1	S18121TB	X-ray Digital Detector Coolant Kit	
			X-ray Digital Detector Coolant Kit	
			Quote Summary:	
			Customer Loyalty Discount	(\$85,000.00)
			GE Innova 2000 Trade In Total Quote Net Selling Price	\$0.00
			(Quoted prices do not reflect state and local taxes if applicable. Total Net Includes Trade In allowance, if applicable.)	\$900,256.28 Selling Price



Options

(These items are not included in the total quotation amount)

Item No.	Qty	Catalog No.	Description
67	1	S18751CH	Innova IGS 520 Gen 2 System w/Tilt & LDM InnovaChase 5 fps Peripheral Bolus Chase with DRM Option
			InnovaChase
			One pass, one injection, non-subtracted image acquisition at 5 fps. InnovaChase enables the user to visualize vasculature well throughout the anatomy of interest, maintaining the superior visualization across a background of varying tissue densities. Due to the design of the InnovaChase TM procedure protocol and the implicit high DRM, there is a reduced need for bolus filtering. Result is less exposures needed before a diagnosis can be made and therefore less dose to patient and physician.
68	1	S18751SR	InnovaSpin 2D Rotational Angiography Option
			InnovaSpin 2D Rotational Angiography Option
			The offset C-arm permits fast spin rotational angiography over a total 200 degrees at variable speed from 20 degrees to 40 degrees per second, with cranial/caudal angulation. Each configurable spin trajectories are available. The acquisition protocol is driven entirely from tableside using the auto positioning module and test button.
69	1	S18751BR	Blended Roadmap
			Blended Roadmap
		: : : :	Blended Roadmap is a vascular roadmapping application that superimposes a previously acquired vascular image over live fluoroscopy. Clinicians can select any DSA or bolus image as a reference roadmap image. By using it multiple times, it has the potential to minimize contrast media injections during roadmapping. Blended roadmap provides additional features to enhance roadmapping procedures:
			 Adjustment of the subtraction level Adjustment of the vessels transparency Automatic resizing of the roadmap image to adapt to the fluoroscopic field o view
			Pixel shift of the vessel image to compensate for motion
			Blended Roadmap is available on systems with either Omega V or InnovalQ tables. Blended Roadmap requires the Advanced Innova Software Package. On the biplane systems it can be applied to one frame at a time.



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Item No.	Qty	Catalog No.	Description
70	1	E7100RS	Raysafe i2 Package
			Includes:
			 1 - E7100RA Raysafe i2 4 - E7100RB Additional Raysafe Dosimeter 1 - E7100RC Raysafe Dose Manager Software 1 - E7100RD Additional Raysafe Rack
			RaySafe i2 dosimetry system provides real-time, accurate and easy-to-interpret dose information. It helps healthcare workers to better understand scatter radiation and decide when it is time to adjust their working behavior to avoid unnecessary exposure. By continuous control of exposure data it is possible to reduce dose to the personnel. Clinical studies have indicated around 30-40% staff dose reduction.
			(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)



12-04-2013

Attn: Michael Rush Cleveland Regional Medical Center 201 E Grover St Shelby NC 28150-3917

Michael Rush,

For a copy of the GPO contract or summary, please go to your GPO Membership login page premierconnect.premierinc.com. If a copy of the contract is not available on your membership page, please contact your GPO client manager.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Premier Purchasing Partners, L.P. include PP-IM-180 (Gen Rad), PP-IM-182 (Mammo), PP-IM-184 (CV), PP-IM-185 (CT), PP-IM-186 (MRI). PP-IM-187 (Molecular Imaging), PP-IM-183 (BMD), PP-IM-188 (Ultrasound), PP-OR-642 (Anesthesia Delivery), PP-WC-093 (Microenvironments), PP-CA-194 (invasive Cardiology), PP-CA-197 (Diagnostic Cardiology), PP-MM-164 (Patient Monitoring) and PP-WC-088 (Corometrics).

Sincerely,
Sarah Thomas
Product Sales Specialist
+1 262 347 9347
Sarah.Thomas@ge.com
Quotation Number: PR9-C4236 V 9





GE Healthcare

For Third Party Products and Services Only: If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

<u>For Mobile Systems Only</u>: For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

For MR Products Only:

- a. MR Systems. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.
- b. Magnetic Resonance Imaging (MR) Site. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.
- c. Magnet Maintenance and Cryogens. The price of MR systems includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.

<u>For PET and PET/Cyclotron Systems Only</u>: For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for

use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

For PET/CT and PET Radiopharmacy Sites Only: Customer will provide a site and surroundings suitable for installation and operation of such a systems using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

<u>For iCenter and iLing Only</u>: GE Healthcare will provide iCenter and/or iLing information management Services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

For Healthcare IT Products Only:

- a. Payment. Unless specified separately in the Quotation, fees for non-GE Healthcare software and hardware shall be due one hundred percent (100%) on delivery of the applicable software or hardware.
- b. Audit Rights. Upon forty-five (45) days notice GE Healthcare may audit Customer's use of the software. Customer agrees to cooperate with GE Healthcare's audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owe to GE Healthcare, Customer agrees to pay those fees and GE Healthcare's costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, GE Healthcare may terminate Customer's license to use the applicable software. Customer agrees to permit GE Healthcare to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information, shall be used solely for the purposes of technical support and auditing the use of the software, and shall not be disclosed to any third party (other than third-party vendors of software licensed to Customer under this Agreement) without Customer's consent.



GE Healthcare General Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

General Terms

- 1.1. <u>Confidentiality</u>. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.
- 1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.
- 1.3. <u>Force Majeure</u>. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.
- 1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.
- 1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.
- 1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

- 2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.
- 2.2. <u>Cost Reporting.</u> Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE

Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

- 2.3. <u>Site Access Control and Network Security</u>. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.
- 2.4. <u>Environmental Health and Safety</u>. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.
- 2.5. <u>GE Healthcare-Supplied Parts</u>. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.
- 2.6. <u>Training</u>. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.
- 2.7. <u>Medical Diagnosis and Treatment</u>. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

- 3.1. <u>Waiver of Jury Trial</u>. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.
- 3.2. <u>Limitation of Liability</u>. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

4. Payment and Finance

- 4.1. <u>Generally</u>. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.
- 4.2. <u>Affiliate Billing.</u> If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.
- 4.3. <u>Late Payment</u>. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute

regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. <u>Taxes</u>. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.



GE Healthcare Product Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

1. Commercial Logistics

1.1. Order Cancellation and Modification.

- 1.1.1. <u>Cancellation and Payments</u>. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.
- 1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.
- 1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

- 1.3.1. <u>Transportation, Title and Risk of Loss.</u> Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.
- 1.3.2. <u>Delivery.</u> When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.
- 1.3.3. <u>Product Returns</u>. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.
- 1.4. <u>Installation and Certification</u>. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible

- for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for
 enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices
 and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with
 GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any
 applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE
 Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall
 mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer,
 unless otherwise agreed in writing by GE Healthcare.
- 1.4.2. <u>Network.</u> Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.
- 1.4.3. <u>License</u>, <u>Permits</u>, <u>and Approvals</u>. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.
- 1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.
- 1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.
- 1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.
- 1.6. <u>Warranties</u>. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.
- 1.7. <u>Data Access</u>. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

2. Software License

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent

with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

- 2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iiv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.
- 2.3. <u>Backups</u>. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.
- 2.4. <u>Remedies</u>. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

3. Payment and Finance

- 3.1. Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.
- 3.2. <u>Leases</u>. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

4. Product Specific Terms

- 4.1. <u>MUSE CV Information Technology Professional Services (ITPS)</u>. MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).
- 4.2. <u>Pre-Owned Products</u>. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.
- 4.3. <u>CT and X-Ray Products</u>. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE-Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.



GE Healthcare

GE Healthcare Additional Terms and Conditions: Uptime Commitment

This Uptime Commitment incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions and will apply to eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems").

- 1. Scope. GE Healthcare will provide Customer with expanded warranty protection for Eligible Systems in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period.
- 2. Eligibility. To be eligible for this expanded warranty protection, Customer must: (a) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (b) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (c) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (d) provide GE Healthcare with at least two (2) business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within two (2) business days after the occurrence of the unplanned changes, (e) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (f) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.
- 3. Uptime Commitment. If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below.
- 4. Definitions. "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below. "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

<u>% < Uptime Commitment</u>		<u>Extensio</u>
0		0 weeks
0.1 - 3.0		1 week
3.1 - 8.0		2 weeks
8.1 - 13.0		4 weeks
> 13.0	:	6 weeks

"Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows: The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on planned maintenance ("PM") during that interval:

Hours 1 = A hours per day X B days per week X 26 weeks

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment: Hours3 = Hours2 X Customer's %

5. Eligible System. An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.



GE Healthcare

GE Healthcare Additional Terms and Conditions: Healthcare IT

References herein to "Products" and "Services" mean the Products (including hardware and software) and Services purchased by Customer as identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Ouotation is designated as an "Healthcare IT Ouotation".

These Additional Terms and Conditions incorporate the GE Healthcare General Terms and Conditions as well as the GE Healthcare Product Terms and Conditions and will apply only to the license, purchase and use of Healthcare IT Products.

- 1. Healthcare IT Product Specific Terms. The following terms apply only to the purchase of Healthcare IT Products.
- 1.1. Statement of Work (SOM). Following the effective date of this Agreement, the parties may enter into a written statement of work ("SOW") signed by the parties that describe the professional services to be provided by pursuant to the quotation, which may include, among other things, an installation and implementation project work plan, identification of installation and implementation services, and other related professional services. GE Healthcare shall perform the professional services and provide any deliverables described in any such SOW and shall use commercially reasonable efforts to do so according to any delivery schedule in the SOW. GE Healthcare is responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) Customer's additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) Customer's site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; (viii) preliminary implementation plans; or (ix) key assumptions. The terms and conditions of this Agreement shall prevail over those of the SOW. A SOW may only be modified in writing signed by authorized representatives of both parties and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in Customer's responsibilities. From time to time during the term of this Agreement, the parties may enter into additional SOWs relating to services purchased by Customer under Change Orders to this Agreement. Each such additional SOW shall constitute a separate and indepen
- 1.2. <u>Project Managers</u>. If required by the SOW, Customer and GE Healthcare shall each designate a project manager who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of services pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include to: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change-of-control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless GE Healthcare and Customer mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by the parties' respective organizations; (vi) help resolve project issues and escalate issues within the parties' respective organizations, as necessary; (vii) monitor and report project status on a regular basis to the respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.
- 1.3. <u>HITECH Certification</u>. GE Healthcare will use diligent efforts to obtain certification under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") to the extent that certification standards are established for the applicable functionality included as part of GE Healthcare's EMR or Centricity Practice Solutions software licensed by Customer, including those product updates that GE Healthcare provides generally to Customer of such products as part of support and maintenance. If GE Healthcare fails to obtain certification for the applicable components within ninety (90) days after the beginning of the first Reporting Period in a Payment Year that Customer is actively seeking to demonstrate Meaningful Use, GE Healthcare will credit the standard support services fees for such software for each month during which the software is not certified (up to a maximum of 6 months) against future support fees. The foregoing is Customer's sole and exclusive remedy in the event GE Healthcare fails to obtain certification. For the avoidance of doubt, Customer's payment obligations under this Agreement are not conditioned on receipt of HITECH incentive payments, certification of the software or demonstration of meaningful use. GE Healthcare will keep Customer informed of GE Healthcare's certification status by posting such status at www.gehealthcare.com/hitech (or some other location that of which GE Healthcare may inform Customer). It is Customer's responsibility to ensure Customer meets all the requirements to qualify for the incentive payments, including "meaningful use", and to confirm that the GE Healthcare software Customer is using is certified according to HITECH criteria. GE Healthcare's obligations under this section apply only to the then-most current version of GE Healthcare's Centricity EMR or Centricity Practice Solution software products. GE Healthcare's obligations are contingent upon Customer thenreceiving and paying for support services and complying with the requirements of the GE Healthcare service policy and, if GE Healthcare so requires, upon Customer installing software fixes, patches or updates or migrating to a new or different GE Healthcare software offering, and on Customer otherwise having installed all functionality not part of the GE Healthcare software that would have been required to show Meaningful Use. All capitalized terms shall the definitions set forth in this Agreement, the HITECH Act or any applicable implementing regulations.
- 1.4. Ownership Rights. GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the

deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with Customer or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. Customer hereby assigns, and will cause Customer's employees and independent contractors to assign, to GE Healthcare all of Customer's rights in and to such deliverables and intellectual property. GE Healthcare grants to Customer a nonexclusive, nontransferable, license, without the right to sublicense, to use the deliverables solely for Customer's internal business purposes and subject to the limitations described in this Agreement and the relevant SOW. Customer agrees to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of Customer's confidential information that may be included in any deliverable unless expressly agreed to otherwise by Customer.

- 1.5. <u>Software Product Testing and Acceptance.</u> Commencing on the date that GE Healthcare gives notice of installation of the GE Healthcare software (or on the date as otherwise provided for in the applicable SOW) and implementation by GE Healthcare of appropriate option and parameter selections made by Customer, Customer will have thirty (30) days to test each unit or module of the GE Healthcare software. Customer shall be deemed to have accepted GE Healthcare proprietary software the earlier of (i) Customer's written acceptance, (ii) the expiration of the test period identified in the preceding sentence without GE Healthcare receiving written notice from Customer of the existence of any errors and a reasonable description of such error(s), or (iii) the date Customer first uses the software to process actual data in the operation of Customer's business (e.g. to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). As used in this section, an "error" is the failure of the software to perform substantially in accordance with the documentation. Acceptance tests will be conducted using test data, preferably from Customer's historical operations, in a non-productive environment and according to test protocol to be mutually agreed upon by the parties. Upon discovering an error, Customer shall promptly notify GE Healthcare in writing of the error, which notice shall include a reasonable description of the error. Upon GE Healthcare's timely receipt of Customer's written notice, GE Healthcare shall promptly correct such failures identified by Customer therein. An acceptance test for amendments or alterations provided by GE Healthcare as a result of testing may be conducted by Customer for a period of not more than five (5) days after delivery of such amendment or alteration, and the test period shall be extended for this purpose. Upon the occurrence of acceptance, all payments associated with acceptance, if any, shall be due and payable.
- 1.6 <u>Software Support.</u> GE Healthcare will provide to Customer the software support services as described in the applicable GE Healthcare service policy for the GE Healthcare software and the support period as specified in the applicable quotation for which Customer has paid the applicable fees. Software that is identified on the quotation and either (i) is delivered to Customer in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Agreement unless specifically stated otherwise in the applicable quotation. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U). If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.
- Medical Diagnosis and Treatment. Customer acknowledges that: (a) the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software; (b) Customer is responsible for verifying the accuracy of all patient information and determining the data necessary for Customer and Customer's users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to Customer's delivery of healthcare services; (c) Customer is responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software; (d) Customer and Customer's staff will consider all relevant information including information presented to Customer and Customer's staff by the software and may give whatever weight Customer and Customer's staff deem appropriate to the information produced by the software in the performance of Customer's and Customer's staff's functions; (e) any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it; (f) Customer has reviewed and will communicate to users who use and access the software any software information, which may be provided to Customer by GE Healthcare from time to time: (a) although GE Healthcare and its third-party vendors have used reasonable care in obtaining information from sources believed to be reliable, Customer acknowledges that it is Customer's obligation to be informed about any changes or developments in clinical information or guidelines that may not be reflected in the software and that the absence of an alert or warning for a given course of treatment, drug or drug combination should not be construed to indicate that the treatment, drug or drug combination is safe, appropriate or effective in any given patient; (h) Customer is solely responsible for the proper, complete and accurate submission of claims, including without limitation the determination of proper billing, diagnosis and procedure codes and the maintenance of patient medical records containing appropriate documentation of the Services billed: (i) when selecting a narrative condition or coded diagnosis or procedure, Customer must make an independent and informed judgment based upon the patient's condition and symptoms and/or a physician's submitted diagnosis, to select a code appropriate for that patient (GE Healthcare does not make any representation or warranty regarding the appropriateness of any of the narrative or codes displayed for any or all patients); (j) since it is possible that a payor's local medical review policies may be in effect prior to their receipt or update by GE Healthcare or its licensors, Customer, as a provider under Federal health care programs, assumes responsibility for the accuracy of all claims submitted for Services performed for Medicare beneficiaries. Customer shall use the Products only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes. GE Healthcare will not deliver, install, service or provide training on use of the Products if GE Healthcare discovers the Products have been or are intended to be used for non-clinical purposes

in violation of the preceding sentence.

- 1.8 <u>Return of Software</u>. Upon termination of this Agreement for any reason, Customer shall immediately return to GE Healthcare any and all software for which license grant immediately terminates.
- 2. Healthcare IT Warranty. The following warranties apply only to Healthcare IT products and are in lieu of any other standard GE Healthcare warranties.
- 2.1. Express Warranties. GE Healthcare makes the following express warranties to Customer:
 - 2.1.1. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner.
 - 2.1.2. Except as indicated otherwise below, GE Healthcare warrants that (i) GE Healthcare has the right to license or sublicense the software to Customer for the purposes and subject to the terms and conditions set forth herein, (ii) for 90 days following the warranty commencement date, the software will perform substantially in accordance with the applicable documentation, (iii) it has not inserted any disabling code (as defined herein) into the software, and (iv) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the software. As used herein, (a) "disabling code" means computer code that is designed to delete, interfere with, or disable the normal operation of the software; provided, however, that code included in the software that prohibits use outside of the license scope purchased for the software will not be deemed to be disabling code, and (b) "warranty commencement date" means the date upon which Customer first uses the software to process actual data in the operation of Customer's business (e.g., to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). The warranty period for any software or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced software.
 - 2.1.3. Except for the right to license warranty above, the above warranties do not cover equipment or third-party software delivered with the GE Healthcare software. Third-party software is identified with a separate part number on the quotation (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling, or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available.
- 2.2. <u>No Other Warranties</u>. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.
- 2.3. <u>Sole and Exclusive Remedies for Breach of Warranties</u>. The remedies set forth below are Customer's sole and exclusive remedies and GE Healthcare's sole and exclusive liability for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim.
 - 2.3.1. If there is any breach of a warranty contained in Section 2.1.1, GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare.
 - 2.3.2. If there is a breach of warranty contained in Section 2.1.2(i) GE Healthcare will indemnify Customer in accordance with Section 3.3 of the General Terms and Conditions to included as part of this Agreement.
 - 2.3.3. If there is any breach of a warranty contained in Section 2.1.2(ii) (iv) and Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the software available for service, GE Healthcare will, at its option, with respect to the GE Healthcare software, either correct the non-conformity or replace the applicable software. Unless agreed otherwise, warranty service will be performed without charge from 8:00 a.m. (to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain licensed software, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center.
- 2.4. <u>Limitations</u>. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the software in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the software in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's written recommendations or instructions on use; (iii) any alteration, modification or enhancement of the software by Customer or any third party not authorized or approved in writing by GE Healthcare (iv) inadequate back-up or virus protection or any other cause external to the software or beyond GE Healthcare's reasonable control. In addition, the warranties set forth above do not cover the software to the extent it is used in any country other than the country to which GE Healthcare ships the licensed software (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that the software will operate without error or interruption.



Warranty Statement (United States)

GE Healthcare

- 1. Warranted Products. These warranties cover the purchase and use of the following GE Healthcare products;
- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray

- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

2. GE Healthcare Warranties.

- 2.1 Scope. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.
- 2.2 <u>Term Usage</u>. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software.
- 2.3 <u>Equipment Warranty</u>. Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for 1 year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.
- 2.4 Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's General Terms and Conditions. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, online help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.
- 2.5 <u>Pre-owned Equipment</u>. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.
- 2.6 <u>Healthcare IT and X-Ray Tubes</u>. GE Healthcare X-ray and Image Intensifier Tubes, Maxiray X-ray Tubes and GE Healthcare IT Products are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

- 2.7 Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.
- 3. Warranty Commencement. Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, 5 days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product. The warranty period for Vital Signs, Inc. Products begins on the date such products are shipped to Customer.
- 4. Remedies. If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates; and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6. Exceptions to GE Healthcare Standard Warranties Described Above.

CT Partial System Equipment Upgrades*: Six (6) months MR Partial System Equipment Upgrades*: Six (6) months

X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months

PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six (6) months

Nuclear Partial System Equipment Upgrades*: Six (6) months

GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Ninety (90) days

GE Ultrasound Service Replacement Parts: Thirty (30) days

LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge and (v) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: coverage for system damage due to accidental dropping or mishandling, with a maximum of two (2) replacement systems during the term of the warranty.

Ultrasound Partial System Equipment Upgrades*: Ninety (90) days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Dash, Solar 8000M, 8000i & Tram: Additional two (2) years of parts only coverage, excluding displays (United States only)

DINAMAP ProCare Vital Signs Monitors: Two (2) years DINAMAP Pro 100-400V2 Series Monitors: Three (3) years Enterprise Access: One (1) year parts, ninety (90) days labor

MAC 1600: Three (3) years

MAC 1200: Three (3) years (United States only)

Batteries: Ninety (90) days, except (i) for LOGIQBook batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) \times 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

Care Plus® Incubator: Three (3) years parts, one (1) year labor

Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod

BiliBlanket® Plus High Output Phototherapy System: Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad

Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: Thirty (30) days

GE OEC refurbished c-arms: Twelve (12) months after installation

Oximeters: Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner

Tec 7 Vaporizers: Three (3) years
Tec 6 Plus Vaporizers: Two (2) years

X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes: See GE Healthcare Warranty Statement X-Ray an Image Intensifier Tubes

Accessories and Supplies: GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

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Service/Warranty Code T	100 Years
Service/Warranty Code V	25 Years
Service/Warranty Codes X	15 Years
Service/Warranty Codes F	3 Years
Service/Warranty Codes D, J, N, O, R or Z	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y	1 Year
Service/Warranty Code H	6 Months
Service/Warranty Code K and all Vital Signs, Inc. products	3 Months
Service/Warranty Code M	1 Month
Service/Warranty Code W	Out of Box Failure Only

^{*} NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components



GE Healthcare

Warranty Codes For Accessories And Supplies

Service / Warranty Codes. If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

A GE Healthcare directly, or through a sub-contractor, provides the following:

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. **Note:** Installation, applications training and onsite service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

Installation (in some cases with an additional charge); parts; on-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (some with additional charge); and post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. *Note:* The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

E GE Healthcare directly, or through a sub-contractor, provides:

Installation (in some cases with an additional charge); basic functional troubleshooting (no technical labor) with supplier phone support; and coordination of <u>unit</u> exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. *Note:* For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). Note: The UPS battery for Service/Warranty Code G has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code O applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes O and Q has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes G and O is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

H, K, L and M GE Healthcare directly provides the following:

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. *Note:* Installation, parts, applications training, and on-site service is the Customer's responsibility.

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Installation; Preventative Maintenance; and parts and labor. **Note:** Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

P GE Healthcare directly provides the following:

Replacement of non-conforming components. **Note:** Installation, parts, applications training, and on-site service is the Customer's responsibility.

T, V and X GE Healthcare directly provides the following:

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. **Note:** Installation, parts, applications training, and on-site service is the Customer's responsibility.

W GE Healthcare directly provides the following:

Replacement of Product only for Out of Box failure. **Note:** Installation, parts, applications training, and on-site service is the Customer's responsibility.

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** All electrical components (excluding the UPS) for Service/Warranty Code **Z** have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.





GE Healthcare

Warranty Statement for X-Ray And Image Intensifier Tubes (United States And Canada)

1. Warranty Scope. These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

- 2. Warranty Commencement Date and Warranty Periods. The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:
- <u>Customer Receives A New Tube As Part Of A New System Installation</u>: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- <u>Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies):</u> For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- <u>Customer Pays The Entire Cost For The New Tube</u>: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty
 Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- <u>GE Healthcare Pays The Entire Cost For The New Tube:</u> For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare
 Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube
 contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

3. Remedies

3.1. General Remedies Terms. If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

- 3.2. <u>Determining Tube Charge For Replacement Tubes</u>. Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.
- 3.3. Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic). For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

3.4. CT Tubes Replaced During Full Warranty Period.

- 3.4.1. <u>Determining Labor Charges For Tubes Replaced During Full Warranty Period</u>. No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.
- 3.4.2. <u>GE Healthcare Pays The Entire Cost For The CT Tube</u>. For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

3.5. CT Tubes Replaced During Pro Rata Warranty Period.

- 3.5.1. Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours, For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.
- 3.5.2. <u>Customer Pays A Portion Of The Cost For The Replacement Tube:</u> For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.
- 4. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing). In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

5. Warranty Periods

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	36 months	N/A
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRi/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix-ADV QX/i	6 months or 30,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

COMMENTS

10	a) For actual	catalog nur	nbers, pl	lease contact y	our local GE	Healthcare representative.
----	---------------	-------------	-----------	-----------------	--------------	----------------------------

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

Number of mo	onths between date of warranty commencement and	d date of failure
1		X 100
Complete War	rranty Time Period	
OR		
Slices Taken o	r Amp-Seconds	
1		X 100
Complete Pro	Rata Warranty Slice or Amp-Second Amount	

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.

Attachment 4

Equipment Disposal Letter



November 15, 2013

Sherri Ellis, RN BSN MBA Assistant Vice President IP/OP Clinical Services Cleveland Regional Medical Center 201 E. Grover St. Shelby, NC 28150

RE: North Carolina Certificate of Need ("CON") requirements for Trade-in Equipment on Quotation PR9-C4236v9

Dear Sherri,

General Electric Company, by and through its GE Healthcare Division ("GE Healthcare"), sincerely thanks you for your continued business and support. GE Healthcare values the relationship that we have with Cleveland Regional Medical Center ("Customer").

GE Healthcare understands and acknowledges that end-user purchasers who acquire diagnostic imaging equipment for use in North Carolina are or may be subject to Certificate of Need ("CON") requirements for such equipment. GE Healthcare agrees to use commercially reasonable efforts to help facilitate compliance with applicable CON requirements prior to resale and/or re-installation of this equipment, as applicable, but the parties acknowledge that the end-user purchaser is solely responsible for obtaining any applicable CON approvals prior to use of such equipment in North Carolina.

Thank you again for the opportunity to earn your business. If you have any additional questions, feel free to call me at any time.

Sincerely,

Sarah Thomas Product Manager Interventional

sarah.thomas@ge.com

262-347-9347

Attachment 5

Capital Cost Schedule and Certified Cost Letter

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name:		me:	Cleveland Regional Medical Center - Cath Lab Equipment Replacement			
Pro	vider/0	Company:	FreemanWhite Inc.			
A.	Site (osts				
д,		Full purchase price	ofland		None	
	(1)	Acres	Price ner Acre	<u> </u>	INOTIC	
	(2)	Closing costs	rrice her Acre _b_		None	
	(3)	Site Inspection and	Cumou	•	None	
		Legal fees and sub		Normal Control of Cont	None	
	(5)	Site Preparation Co		•	None	
	(3)	Soil Borings	inta	N/A		
		Clearing-Earthy	work	N/A		
		Fine Grade for				
		Roads-Paving	.71(417	N/A		
		Concrete Sidew	alke			
		Water and Sew				
		Footing Excava				
		Footing Backfil				
		Termite Treatm				
		Other (Specify)	DITE.	N/A		
			Prenaration Costs		None	
	(6)	Other (Specify)	TOTAL CASIET	, , , , , , , , , , , , , , , , , , , 	None	
	(7)	Sub-Total Site Co	sts		None	
В.		ruction Contract		4		
		Cost of Materials				
	, ,	General Require	ements	<u>\$140,000</u>		
		Concrete/Mason	narv	\$500		
		Woods/Doors &	Windows/Finishes	\$51.500		
		Thermal & Moi	sture Protection	None		
		Equipment/Spe	cialty Items	\$9,000		
		Mechanical/Ele	ctrical	\$103.000		
		Other (Specify)	Contingency	\$15.200		
		Sub-total Cost of N	faterials		\$319.200	
	(9)	Cost of Labor		**************************************	\$316.969	
	(10)	Other (Snecify)	Contingency		\$15.094	
	(11)	Sub-Total Constru	uction Contract		\$651.263	
C.	Misce	llaneous Project C	osts			
	(12)	Building Purchase			None	
	(13)	Fixed Equipment F	urchase/Lease		\$900.256	
	(14)	Movable Equinment	nt Purchase/Lease	**************************************	\$75,000	
	(15)	Furniture		-	\$75,000	
	(16)	Landscaping			None	
	(17)	Consultant Fees				
		Architect and E	ngineering Fees	\$62.750		
		Legal Fees		\$20.000		
		Market Analysi	S	None		
		Other (PM)	\	\$30,000	1	
		Other (Abateme	ent)			
		Sub-Total Consulta		Manage of the Control		
	(18)	Financing Costs (e	g., Bond, Loan, etc.)			
	(19)	Interest During Co	nstruction			
	(20)	Other (Contingenc	v)		\$85.731	
		Sub-Total Miscell		<u></u>	\$1.248.737	
	(22)	Total Capital Cos	t of Project (Sum A-C above	<u></u>	\$1,900,000	

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: Provider/Company:

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

(Signature of Licensed Architect or Engineer)

C. David Stoess, AIA

2.9.2013

4146

CK HILL, S.



October 25, 2013

Mr. Craig Smith, Section Chief Certificate of Need Section Division of Health Service Regulation NC Department of Health & Human Services 2704 Mail Service Center Raleigh, North Carolina 27699-2704

Re:

Statement of Probable Cost – SD Phase Cleveland County HealthCare System Cath Lab Equipment Replacement FWI Project Number 0150016

Dear Mr. Smith

I being a licensed architect in the State of North Carolina who is in responsible charge of the Cath Lab Equipment Replacement project and is an authorized Principal in FreemanWhite Inc. provide this certified Statement of Probable Construction Costs.

The estimated cost of construction is based upon my healthcare experience and the experience of FreemanWhite in conjunction with the construction experience of the Carolinas HealthCare System.

The probable construction costs to the best of our knowledge and experience as noted above for the Cath Lab Equipment Replacement project is \$636,169. This cost is complete, accurate and reasonable for this project.

For your information, in addition to the certified construction cost noted above, the estimated overall project cost is \$1,900,000.

Please let us know if you have any questions or if you need any additional information concerning this project.

Very truly yours,

FreemanWhite Inc.

C. David Stoess, AIA

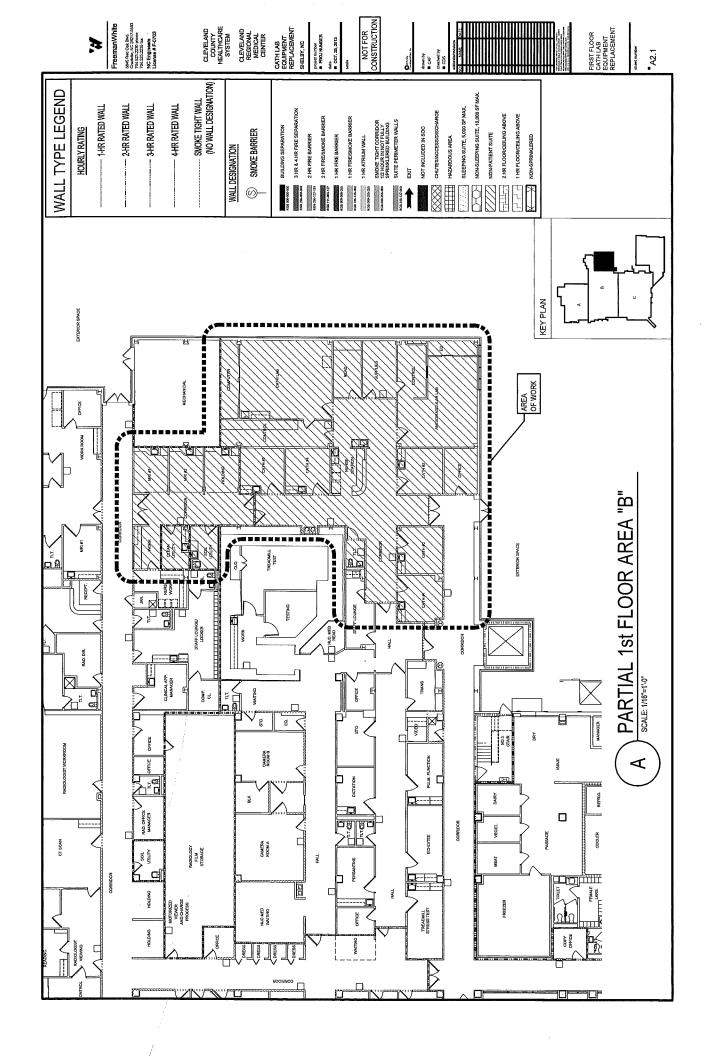
cc: Emrick Kravec, CCHS

Scott Garand, AIA, FWI

Josh Storey, Stantec

Attachment 6

Line Drawings and Site Plan



 $(\hat{x},\hat{y},\hat{y})$

