



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

Pat McCrory
Governor

Richard O. Brajer
Secretary DHHS

Mark Payne
Assistant Secretary for Audit and
Health Service Regulation

March 29, 2016

Terrill Johnson Harris
300 North Greene Street, Suite 1400
Greensboro, NC 27401

No Review

Record #: 1909
Facility Name: Blue Ridge Regional Hospital
FID #: 953466
Business Name: Blue Ridge Regional Hospital, Inc.
Business #: 2372
Project Description: Replace existing CT scanner
County: Mitchell

Dear Ms. Terrill:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your letter of March 1, 2016 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

However, you need to contact the Agency's 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 determination is binding only for the facts represented in your correspondence. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

Healthcare Planning and Certificate of Need Section

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-715-4413

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer



Please contact this office if you have any questions. Also, in all future correspondence you should reference the Facility ID # (FID) if the facility is licensed.

Sincerely,



Julie Halatek
Project Analyst



Martha J. Frisone,
Assistant Chief, Certificate of Need

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Kelli Fisk, Program Assistant, Healthcare Planning, DHSR

March 1, 2016



Martha Frisone, Assistant Chief of CON
Julie Halatek, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Replacement CT Scanner
Blue Ridge Regional Hospital
FID #953466

Dear Martha and Julie:

We are writing on behalf of Blue Ridge Regional Hospital, Inc. ("Blue Ridge") to give prior written notice that Blue Ridge plans to replace its existing CT scanner with comparable new equipment pursuant to N.C. Gen. Stat. § 131E-184(a)(7) and 10A N.C.A.C. 14C.0303.

The CT scanner currently in use is a Phillips Brilliance 16 CT System. It has been in use since 2008 and needs to be replaced because of its age and increasing maintenance challenges. Brochures describing the CT scanner's capabilities are no longer available, and Blue Ridge no longer has the purchase order for the existing CT scanner. Attached as Exhibit A is a letter from Kelly McFarland, Regional Manager, Imaging Services, Mission Health, confirming that the CT scanner remains in use.

The existing CT scanner will be replaced with a new GE Optima CT660 64 slice System with ASiR. The replacement CT scanner has the same technology as the existing CT scanner but with technological improvements. The replacement CT scanner will be used for the same diagnostic and treatment purposes as the existing CT scanner, and the replacement CT scanner will not be used to provide a new health service.

Attached as Exhibit B is an e-mail from Seth Smith, GE Healthcare Asset Recovery Team Lead, confirming that the existing CT scanner will be removed to a GE facility in Wisconsin and harvested for parts.

Martha Frisone, Assistant Chief of CON
Julie Halatek, Project Analyst
March 1, 2016
Page 2

Enclosed as Exhibit C is a chart comparing the existing CT scanner with the replacement CT scanner. The documentation supporting the product and cost information in the chart relating to the replacement CT scanner is attached as part of Exhibit C. As shown on the chart, the cost of the replacement CT scanner is \$524,559.24. After a trade-in allowance of \$25,000, the cost to Blue Ridge is \$499,559.24.

Minor construction and renovation will be needed to install the replacement CT scanner. The cost of the construction and renovation is budgeted at \$62,000, as shown in the certified cost estimate attached as Exhibit D. The total cost to Blue Ridge for the acquisition and installation of the replacement CT scanner is expected to be \$667,850, which includes the fixed equipment costs, construction costs, and other miscellaneous costs such as movable equipment and a contingency.

We look forward to receiving your letter confirming that Blue Ridge's replacement of its existing CT scanner is exempt from certificate of need review pursuant to N.C. Gen. Stat. § 131E-184(a)(7) based on the information in this letter and the attached documentation. If you have any questions or need additional information, please let me know. We look forward to hearing from you as soon as possible.

With kindest regards, I am

Very truly yours,

SMITH MOORE LEATHERWOOD LLP



Terrill Johnson Harris

Enclosures

cc: Brian Moore

Exhibit A

March 1, 2016

Martha Frisone, Assistant Chief of CON
Julie Halatek, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Replacement CT Scanner at Blue Ridge Regional Hospital

Dear Ms. Frisone and Ms. Halatek:

I am writing on behalf of Blue Ridge Regional Hospital to confirm that its Philips Brilliance 16 CT scanner is currently in use. If you have any questions, please let me know.

Sincerely,



Kelly McFarland, MBA, RT(R)(CT)
Regional Manager, Imaging Services
Mission Health System

Exhibit B

From: Smith, Seth (GE Healthcare) [<mailto:Seth.Smith@ge.com>]
Sent: Tuesday, March 01, 2016 12:59 PM
To: Barbara Wagner <Barbara.Wagner@msj.org>
Cc: Tucker, Brad (GE Healthcare) <Brad.Tucker@med.ge.com>
Subject: RE: BR CT - disposal (Philips Brilliance 16 CT - NTP# 54785)

Hello Barbra,

Based on the city and hospital name that Brad provided me I think it's safe to assume the system is a Philips Brilliance 16 CT system.

This particular system will be shipped from your site to a GE facility in WI where it will be harvested for parts. After the parts are removed and packaged the gantry and cabinets will be scrapped according to the material recycling program.

Seth Smith

Asset Recovery Team Lead
T: 817-419-2133
E: seth.smith@ge.com

GE Healthcare TCOE
4330 Beltway Place
Suite 300
Arlington, TX 76018-1042

Exhibit C

Blue Ridge Regional Hospital Information for Exemption for Replacement Equipment

EQUIPMENT COMPARISON	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	CT Scanner	CT Scanner
Manufacturer of Equipment	Phillips	General Electric
Model Number	Brilliance 16 CT System	Optima CT660 64 slice System with ASiR
Serial Number	BR16 Sys serial #: 453567078851 SN 5500	To be determined
Provider's Method of Identifying Equipment	Same as above	To be determined
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition of Each Component	2008	March 2016
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	Information not available	\$667,850.00
Total Cost of Equipment	Information not available	\$524,559.24
Fair Market Value of Equipment	Information not available	\$524,559.24 ¹
Net Purchase Price of Equipment	Information not available	\$499,559.24
Locations Where Operated	Blue Ridge Regional Hospital (Spruce Pine, Mitchell County)	Blue Ridge Regional Hospital (Spruce Pine, Mitchell County)
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	NA	< 10% increase
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	< 10% increase
Type of Procedures Currently Performed on Existing Equipment	CT scans	NA
Type of Procedures New Equipment is Capable of Performing	NA	CT scans

¹ Although the GE quote contains a "Total List Price" of \$1,348,214, the cost and fair market value of this piece of equipment are reflected in the "Total Extended Selling Price" of \$524,599.24.



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Mission Health System
509 Biltmore Ave
Asheville NC 28801-4601

Attn: Kelly McFarland
430 Rankin Drive P O Box 730 Marion
NC 28752-

Customer Number : 87668
Quotation Expiration Date: 12-31-2015

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. "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 and Conditions; and (iv) GE 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.

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.

Governing Agreement: None
Terms of Delivery: FOB Destination
Billing Terms: 80% delivery / 20% Installation
Payment Terms: Due ON Receipt - 30 Days
Total Quote Net Selling Price: \$499,559.24

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

- Cash/Third Party Loan
GE HFS Lease
GE HFS Loan
Third Party Lease (please identify financing company)

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER
Authorized Customer Signature Date
Print Name Print Title
Purchase Order Number (if applicable)

GE HEALTHCARE
Tim Nash 11-22-2015
Signature Date
Lead Product Sales Specialist- CT
Email: tim.nash@ge.com
Mobile: +1 704 516 1259



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Total Quote Selling Price	\$524,559.24
Trade-In and Other Credits	\$25,000.00
Total Quote Net Selling Price	\$499,559.24

To Accept this Quotation
Please sign and return this Quotation together with your Purchase Order To:
Tim Nash
Mobile: +1 704 516 1259
Email: tim.nash@ge.com

Payment Instructions
Please Remit Payment for invoices associated with this quotation to:
GE Healthcare
P.O. Box 96483
Chicago, IL 60693

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate, your form of payment.
- If you include the purchase order, please make sure it references the following information
 - The correct Quote number and version number above
 - The correct Remit To information as indicated in "Payment Instructions" above
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling Price as indicated above

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms. Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation # _____; (ii) Per the terms of GPO# _____; (iii) Per the terms of MPA # _____; or (iv) Per the terms of SAA # _____. Include the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HFS Lease or GE HFS Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
	1		Optima - CT660 System *	
1	1	S7660TB	Optima CT660 64 slice System with ASiR	\$365,295.00

The Optima CT660 is GE's latest generation intelligent CT system. It is a scalable 64 slice platform including advanced innovations from our Discovery Series (TM). This means that Optima CT660 is capable of addressing your advanced clinical needs. Optima CT660 with Xstream gantry display is ready to help you deliver personalized care for your demanding patient schedule and quickly manage your unscheduled ED exams. With the Optima CT660 you get fast, high-quality acquisition at optimized dose for patients young and old, large and small, across a wide spectrum of procedures: angiography, brain, chest, abdomen, orthopedic, and more.

Key Features:

- Exclusive V-Res (TM) Detector technology providing 20mm of 0.625mm or 40mm of 1.25mm acquisitions
- Volara* XT Digital DAS (Data Acquisition System): The Volara* XT digital DAS for faster sampling and improved image performance and reduced artifacts
- Fast coverage speed of 110mm/sec
- Full 360 degree rotation in 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 and 2.0 (axial) seconds, ensuring short breath holds, comfortable exams and flexibility to customize protocols for unique patient needs with minimal coverage impact
- Routine thin slice scanning, as thin as 0.625mm or 1.25mm optimizing the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review
- The overlapped reconstruction feature enables 192 slices reconstruction in helical acquisitions and 64 slices per rotation in axial mode delivering improved Z-axis visualization performance relative to non-overlapped reconstruction
- Highly efficient compact geometry design delivering optimum performance of the x-ray tube and generator
- Image decomposition to:
 - Retrospective thin images from data sets where thicker images were initially reconstructed



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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- Facilitates more detailed image analysis
- Improves 3D and reformat visualization
- ASiR reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required (**).
- A reconstruction technology that may enable improvement in low contrast detectability(**)

(**) In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

Fast, User-Friendly Simultaneous Workflow:

- Advanced Workflow Platform, the next evolution of GE's workflow platform built to help you maximize productivity.
 - Delivers up to 16 images per second (ips) reconstruction
 - Image Check delivers up to 55 images per second (ips) reconstruction (340x340 matrix)
 - Up to 10 fps network transfer rates
 - Direct Multiplanar Reformats (DMPR) that enables the move from 2D review to prospective 3D review of sagittal, coronal and oblique planes automatically
 - Data Export and Interchange that allow you to easily share images with referring physicians and patients
- One Stop ED mode: Optima CT660's exclusive 12" Xtream touch display on the gantry enables unique one stop ED scanning to streamlined ED exam workflow allowing patient selection, protocol selection and confirming exam parameters directly at the gantry, without having to leave the patients side.
- Includes reference protocols and the ability to customize your own for a total of 6,840 programmable protocols
- SmartPrep with Dynamic Transition allows low dose



GE Healthcare

Date:
Quote #:
Version #:

11-22-2015
PR8-C54169
8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
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intermittent monitoring of intravenous contrast enhancement in a user-selected section of anatomy. With Dynamic Transition when the prescribed contrast enhancement is reached the system will automatically transition from the monitoring phase to the scan phase

- 10 Prospective Multiple Reconstructions: Up to 10 reconstructions can be pre-programmed as part of the scan protocol prior to acquisition. The operator can select different start/end location, slice thickness, interval, interval reconstruction algorithms and display fields of view for each reconstruction. Assisting to prospectively prescribing the image reconstructions needed, even for complex trauma exams and freeing the user up to focus on the patient
- Remote tilt from the operator console to increase exam speed
- Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath
- New built-in 12-inch touch screen gantry display allows technologists to deliver personalized care by displaying the patient's name on it. When not scanning, the video of relaxing scenes or cartoons may have a calming effect on children or patients of all ages
- By using the One Step patient positioning on built-in 12-inch touch screen gantry display the bed provides automatic positioning according to the type of exam, reducing manual positioning and streamlining workflow
- In room start button mounted on gantry with countdown display, facilitates single technologist operation and improved departmental productivity
- GE software allows you to automate or build every task into the protocols to increase throughput
- Has up to 250,000 uncompressed 512 x 2 image files storage capacity, and 3,520 scan rotations, or up to 1,500 scan data files, or up to 300 exams

Dose Management Leadership:



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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- OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam tracking to name a few of GE's dose optimization features, all based on the ALARA principle
- Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary patient radiation
- 3D Dose modulation - Before the scan, clinicians must select the desired Noise Index as well as the minimum and maximum mA setting. The system automatically accounts for the changing dimensions of the patient's anatomy enabling patient to patient reproducibility in this aspect of image quality and real-time x-y-z during each scan
- Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose
- Filtration of the x-ray beam is optimized independently for body and head applications
- DLP (dose length product), and dose efficiency display during scan prescription provides the patient's dose information to the operator
- Dose Reporting provides access to the CTDIVOL and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported.
- Dose Check provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA), XR-29 Compliant. Dose Check provides the following:
 - Checking against a Notification Value if the estimated dose for the scan is above your site established value
 - Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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parameters if the estimated dose exceeds the alert value

- The ability to define Alert Values for Adult and Pediatric with age threshold
- Audit logging and review capabilities
- Protocol Change Control capabilities

The Advanced Reconstruction breaks through existing limits on speed, image quality and flexibility to provide an optimized volumetric workflow solution from acquisition to final report and has the capability to deliver up to 16 full fidelity images per second (ips) reconstruction and 10 fps network transfer rates.

Clinical Benefits:

- CTA runoffs
- Thin slices fast; routine use of thin slices
- Organ coverage in arterial phase
- Long helical scans
- Multi-phase organ studies
- Improved multi-planar reformats with isotropic microvoxel imaging
- Fast scanning with outstanding image performance and GE's proprietary cross beam and hyperplane helical reconstruction algorithms
- System designed for optimization of z-axis resolution and dose with 0.625mm slice thickness

System Components:

Gantry:

- Advanced slip ring design continuously rotates the generator, Performix 40 X-ray tube, detector and Volara XT digital data acquisition system around the patient.
 - Aperture: 70 cm
 - Maximum SFOV: 50 cm
 - Rotational Speeds: 360 degrees in 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 and 2.0 (axial) seconds
 - Tilt: +/- 30 degrees, speed 1 degree/sec



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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- Remote tilt from operator's console
- Integrated breathing lights and countdown timer
- Integrated 12-inch touch screen on gantry with workflow features
- Integrated start scan button with countdown timer to indicate when x-ray will turn on
- Visual readout is easy to read from the tableside or from the operator console. Gantry tilt controls are located on the side of the gantry.

Laser Alignment Lights:

- Defined internal and external scan planes to +/- 1mm accuracy
- Operate over full range of gantry tilt
- Coronal light remains perpendicular to axial light as gantry tilts

Table:

- Cantilever design for easy access
- Vertical range: 43.0 cm to 99.1 cm
- Vertical scannable range: 79.1 cm to 99.1
- Horizontal range: 1,745 mm (VT1700 Table), or 2,045 mm (VT 2000 Table)
- Horizontal speed: up to 137.5 mm/sec
- Table load capacity: 227 kg (500 lb) +/- 0.25mm positional accuracy

X-ray Tube: Performix 40 metal-ceramic tube unit

- Performix 40 tube with 6.3 MHU of storage and capable of 72kW operation provides increased helical performance with greater patient throughput
- Wide range of technique (10 mA to 560 mA, in 5 mA increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient dose, and providing the power needed to perform a broad spectrum of examinations.
- Maximum anode heat storage capacity: 6.3 MHU



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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- Dual Focal Spots:
 - Small Focal Spot: 0.9 x 0.7 IEC60336:2005
 - Large Focal Spot: 1.2 x 1.1 IEC60336:2005
- Maximum power: 72 kW
- Beam collimated to 56 degree fan angle

High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.

- 72 kW Output Power
- kV: 80, 100, 120, 140 kV
- mA: 10 to 560 mA, 5 mA increments

Maximum mA for Each kV Selection (large focal spot):

- 400mA @ 80kV
- 480mA @ 100kV
- 560mA @ 120kV
- 515mA @ 140kV

V-Res Detector: The V-Res detector was designed for high performance imaging. V-Res detector benefits are:

- Solid 40mm coverage per rotation
- GE's exclusive patented detector material

Volara XT Digital DAS (Data Acquisition System): The Volara XT digital DAS dramatically reduces electrical noise for improved imaging performance.

- 2,460Hz maximum sample rate
- Effective analog to digital conversion

Optima CT660 Operator Console:

- 1,792GB of total system storage
- Up to 250,000 512 x 2 images and 3,520 scan rotations or up to 1,500 scan data files, or up to 300 exams
- 4.7 GB DVD-R/CD-R for DICOM interchange (not recommended as a long term archive)

Image Networking: Exams can be selected and moved between the Optima CT660 CT System and any imaging system



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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supporting DICOM protocol for network send, receive and pull/inquiry.

- Standard Auto-configuring Ethernet
- Direct Network Connection
- Supports 1GB or 1000/100/10 BaseT

DICOM Conformance Standards

- DICOM Storage Service Class
- Service Class User (SCU) for image send
- Service Class Provider(SCP)for image receive
- DICOM Query/Retrieve Service Class
- DICOM Storage Commitment Class Push
- DICOM Modality Worklist (incl. Performed Procedure Step) (through ConnectPro option)
- DICOM Print

The Optima CT660 workflow platform is designed to deliver high performance in each of these tasks:

- SmartTools Simplifies Scan Setup and Includes All Reconstructions, Filming, Archiving, Transferring Prospectively
- Workflow platform built on the LINUX operating system delivers up to 16 fps reconstruction and the fast network transfer rates of up to 10 fps
- Data Export and Interchange allow you to easily share images with referring physicians and patients
- Direct MPR that enables the move from 2D review to 3D image review of axial, sagittal, coronal and oblique planes automatically
- Exam Split delivers the capability to split a series of patient images into separate groups for networking
- Exam Rx desktop environment provides the clinical tools desired for fast, efficient control of patient studies. Exam Rx tools include patient scheduling and data entry, exam protocol selection, protocol viewing and editing, scan data acquisition, image display and routine analysis, AutoTransfer, AutoStore, and AutoFilm



GE Healthcare

Date: 11-22-2015
 Quote #: PR8-C54169
 Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
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- ImageWorks is a desktop environment designed to take advantage of the Optima CT660 CT System advanced computer systems. Standard features include archive, network and manual film control, as well as some advanced image processing such as Direct multi-planar reformatting (DMPR), multi-projection volume rendering (MPVR) and display. The ImageWorks desktop also provides a gateway for DICOM 3.0 image transactions, either through a local area network, or via DICOM-formatted media
- Volume Viewer includes Volume Analysis, Volume Rendering and Navigator software. This combination allows the user to render volumetric data in three dimensions for use in analysis of patient condition, i.e. CT Angiography (CTA), gives more information on the spatial relationships of structures than standard 3D, allows the translucent visualization of structures for improved problem solving, can perform "virtual endoscopies" of air and contrast filled structures. Enables 3D reformats in any plane, ALL on the Xstream ready console.

Scan Modes: The Optima CT660 system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 64 contiguous axial slices acquired simultaneously with each 360 degree rotation.

- Helical scanning pitches: 0.516:1, 0.984:1, 1.375:1
- Retrospective reconstruction image thicknesses: 64 x 0.625

Scan Enhancements:

- Anatomical programmer: a ten region anatomical selector allows quick and easy access to user programmable protocols and a separate selector for adult and pediatric exams with greater than 6,840 protocol storage available
- Protocols include preset scan time, kV, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, and special image



Item No.	Qty	Catalog No.	Description	Ext Sell Price
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acquisition and processing options like DMPR

- Any scan parameters may be edited for each scan or all scans - either before or during an exam. The number of scans may also be easily changed
- AutoScan: Automates longitudinal table movement and start of each scan
- Auto-Voice: 3 preset (9 languages) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning
- Trauma Patient: Allows patient scans and image display/analysis without entering patient data before scanning
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, and Edge

For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty. DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application.

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. Regulatory compliance: This product is designed to comply with applicable standards under the radiation control for Health and Safety Act of 1968.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.

Siting Considerations: See the Pre-Installation manual for details of the siting requirements for the Optima CT660.

This product is a CE-compliant device that satisfies IEC60601-1:1998 and applicable collateral and particular standards, including regulations regarding Electro-Magnetic



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60601-1-2:2004. This product complies with NEMA Standard 29-2013 / MITA Smart Dose Standard.	
2	1	B7590EN	English Keyboard Kit English Keyboard Kit	Incl.
3	1	B7660MR	Optima CT660 Standard cable set Optima standard cable set	Incl.
4	1	B75092GT	VT1700V The Optima 1700 table enables volume scanning. Key features of this 1700 table include: easy patient access by lowering to <17 inches from the floor, 500lb seight capacity, up to 1700mm scannable range, 137.5 mm/sec travel time, real-time Z-axis position feedback between gantry and table.	Incl.
5	1	B7660EW	SmartScore Package The SmartScore package provides ECG-gated hardware for both prospective and retrospective gating for coronary artery calcium scoring. Xtream 12" Gantry and Operator Console ECG Trace: The ECG trace provided by the Ivy monitor will be displayed on the CT gantry and operator console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the image is being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start. The Ivy Monitor comes in this calcium scoring package. It will be used to monitor patient cardiac output and synchronize acquisition with that output. Calcium scoring analysis software is not provided with this package.	\$11,377.60
6	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use	Incl.



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
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This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.ⁱⁱ

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules.

This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual

i The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution GSI, Revolution.

ii Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338.

<http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFi>

7	1	B75002CD	CT Operator Console Desk	\$344.78
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GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<p>The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.</p> <p>The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.</p> <p>It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.</p>	
8	1	B7660B	<p>Chair</p> <p>Chair for CT scanner</p>	\$103.43
9	1	B7999ZA	<p>2 Phase Uninterruptible Power Supply</p> <p>Uninterruptible Power Supply</p> <p>Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT, Optima and BrightSpeed Systems. The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.</p>	\$6,412.83
10	1	B7850TC	<p>REAR CABLE COVER</p> <p>Cable Cover for LightSpeed Gantry. The Covers will Provide Protection for the Cables & the Product.</p>	\$118.95
11	1	E4502AB	<p>90 Amp Main Disconnect Panel for CT</p> <p>The 90Amp CT system main disconnect panel (MDP) serves as the main facility power disconnect source installed ahead of the system PDU. The MDP will disconnect system power on first loss of incoming power, helping to prevent damage to system components. It also includes an automatic restart control circuit which restores power to the CT System PDU after a power outage.</p>	\$6,246.65



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none"> • Can reduce installation time and cost by eliminating delays in obtaining individually enclosed components and on site assembly (ex: main circuit breaker, feeder overcurrent devices, magnetic contactors and UPS emergency power off are combined into a single panel) • Configuration flexibility - can be used as a stand-alone main disconnect or with the optional partial system UPS. (On systems where the optional partial system UPS is used the main disconnect panel also provides NEC mandated emergency power off control to both the PDU and UPS) • Designed and tested for GEHC CT products <p>Specifications:</p> <ul style="list-style-type: none"> • Automatic restart incorporates an adjustable time delay to delay main power until the power has stabilized for 5 seconds • One flush wall mounted remote emergency off pushbutton furnished with each system • UL, cUL and CE labeled 	
12	1	E8007ND	Medrad Stellant D Injector - Ceiling Mount (Short Post) Medrad Stellant D CT Injector with Counterpoise System Mount and Dual Injector Head with Saline Flush Capability. Requires E8007NZ Mounting Plate be added to the order...E	\$33,600.00
13	1	E8007PJ	OCS III MOUNTING PLATE OCS III MOUNTING PLATE	\$520.00
14	1	E8007PS	Medrad P3T Abdomen Option Medrad P3T Abdomen Option	\$4,400.00
15	1	E8007BA	Medrad P3T PA - Pulmonary Angiography Option Medrad P3T PA - Pulmonary Angiography Option	\$4,400.00
16	1	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set) CT Table Slicker with Cushion - 1700 Systems (2 Piece Set) FEATURES/BENEFITS	\$420.00



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none"> Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids Increase system uptime by protecting table from spills and particulate contaminants Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas 	
			COMPATIBILITY	
			<ul style="list-style-type: none"> VCT with GT 1700 Table, CT HD750 	
17	1	E8016BA	<p>CT Footswitch Slicker - 2000 & 1700 Systems</p> <p>CT Footswitch Slicker - 2000 & 1700 Systems</p> <p>The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H</p>	\$40.00
18	1	W0113CT	<p>TiP CT Basic Training 6 Days Onsite 10 Hours TVA</p> <p>TiP CT Basic Training 6 Days Onsite 10 Hours TVA</p> <p>TiP Applications CT Basic Training for LightSpeed, LightSpeed VCT and BrightSpeed Systems includes:</p> <ul style="list-style-type: none"> 6 onsite days covered in two site 10 hrs. TVA <p>All elements of the programs are completed within 36 months post installation. Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.</p>	\$16,400.00
19	1	R23053AC	<p>STANDARD SCE PACK L3 W</p> <p>Standard level 3 service package delivered for the warranty period</p>	Incl.
	1		AW VOLUMESHARE 7	



GE Healthcare

Date: 11-22-2015
 Quote #: PR8-C54169
 Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
20	1	M81521KA	AW WORKSTATION	\$54,280.00

AW VolumeShare 7 with Two Flat Panel Monitors and 32GB of RAM.

AW VolumeShare 7 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 7 features include:

Hardware:

- HP Z820 Workstation
- CPU: 2x Intel Xeon E5-2630 Six Core 2.6 GHz CPUs with 15MB Shared L3 Cache each and 1866 MHz Dual Front Side Bus
- RAM: 32GB (8x4GB) DDR3 1866 MHz ECC DIMM
- NVIDIA Quadro NVS 310, 512MB Graphics card
- 1x 300GB SAS 10k rpm Hard Disk for OS and Apps
- 2x 300GB SAS 10k rpm Hard Disks for Data
- 2 x 19" 1280x1024 color monitors

Software:

- GE Healthcare HELIOS 6 operating system
- Volume Viewer for advanced post-processing
- Demo Exams for training and exploration
- 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
- Productivity package to pre-process exams and allow up to 8 simultaneous sessions
- Applications usage monitor to track and view 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



GE Healthcare

Date: 11-22-2015
Quote #: PR8-C54169
Version #: 8

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			PET SUVs <ul style="list-style-type: none"> • 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 	
21	1	B79971JH	SmartScore 4.0 Software - for AW 4.2P and Higher SmartScore 4.0 Software Kit Only for AW 4.2P and Higher. B79971JH SmartScore 4.0 is for the Advantage Windows Workstation. New features include: Mass score, automatic highlighting of the calcium, new mouse modes & improvements to patient report. Images from GE LightSpeed, BrightSpeed or Xi product lines with either prospective or retrospective gating data can be used with the SmartScore software.	\$11,500.00
22	1	W0600CT	2 Days TiP Onsite Training Advantage Windows Workstation--CT 2 Days TiP Onsite Training Advantage Windows Workstation--CT One 2 day TiP onsite visit for CT Advantage Windows Workstation training. Includes T&L expenses. Days provided consecutively. This training program must be scheduled and completed within 12 months after the date of product delivery.	\$4,600.00
	1		NonProducts	
23	1		Removing Philips CT	\$4,500.00

Quote Summary:

Total List Price:	\$1,348,214.00
Total Extended Selling Price:	\$524,559.24
Philips Brilliance 16	(\$25,000.00)
Total Quote Net Selling Price	\$499,559.24

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable.)



General Terms and Conditions

GE Healthcare

These GE Healthcare General Terms and Conditions supplement and incorporate by reference the GE Healthcare Quotation that identifies the Product and/or Service offering purchased or licensed by Customer and the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (i) Warranty(ies); (ii) Additional Terms and Conditions or Statement of Service Deliverables and Product Schedule; and (iii) Product or Service Terms and Conditions, (collectively, referred to as the "Agreement").

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

1.1. Confidentiality. 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's (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) or as is required by the U.S. Federal government in its capacity as a customer. The receiving party shall have no obligation 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. GE Healthcare understands that Customer may be subject to State Open Records laws. Customer shall not be prohibited from complying with such Open Records laws if required to do so; however, Customer shall (a) promptly notify GE Healthcare in writing of any such Open Records laws requests, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such Open Records laws.

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. Force Majeure. 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 assignee agrees, in writing, to be bound by the terms of this Agreement, including the payment of any existing or outstanding fees and invoices. 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. This Agreement shall not be terminable in the event of any Customer stock or asset sale, merger, acquisition or change in control, unless otherwise expressly agreed to in writing by GE Healthcare. GE Healthcare may hire subcontractors to perform work under this Agreement (including, but not limited to, work that involves access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI")), 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 terminate this Agreement by written notice to the breaching party. If GE Healthcare determines in good faith at any time that there are material credit issues, with this Agreement, then GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement.

1.7. Entire Agreement and Waiver of Reliance. This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. The parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in 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 and signed 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 and/or Services, shall constitute an agreement by either party to any such terms. The parties agree that any provision in this Agreement in 'all caps' type satisfies any requirements at law or in equity that provisions be conspicuously marked.

2. Compliance.

2.1. Generally. Each party will comply with the requirements of Federal and State laws and regulations that are applicable to such party. This Agreement is subject to 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. Customer shall not use or permit the Product to be used or operated by any person who does not have sufficient knowledge to competently perform the required task and who is not fully trained on the operation of the Product. Customer is solely responsible for ensuring that Customer and its employees, licensed and unlicensed healthcare staff, representatives, agents and/or contractors who operate, maintain and/or have access to the Products and/or Services, excluding GE Healthcare employees, representatives, agents and/or contractors ("Customer Personnel") are properly trained and fully competent on the operation of the Product. 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. Cost Reporting. 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 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 Customer must provide, upon request, certain information required to be provided to 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. Network Security and Site Access Control. Customer shall be solely responsible for establishing and maintaining network security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare shall not be responsible for any recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. GE Healthcare shall have no obligation to provide Products and/or perform Services until Customer (i) provides and maintains a suitable, safe and hazard-free location and environment for the GE Healthcare Products and personnel performing Services in material compliance with all applicable Federal, State, and local requirements, as well as any written requirements provided by GE Healthcare; (ii) performs GE Healthcare recommended routine maintenance and operator adjustments on the Product; and (iii) ensures that any service not provided by GE Healthcare is performed, and GE Healthcare Products are used, in accordance with applicable user documentation.

Customer shall provide written information to GE Healthcare personnel who will be present on Customer's site about Customer's safety procedures and practices as well as a list of any hazardous materials, such as asbestos, lead or mercury, on or near Customer's site that GE Healthcare personnel may come in contact with and any associated Safety Data Sheets. Customer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials. GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service and/or installation-related waste, unless GE Healthcare is legally required to take back the materials (e.g., batteries, WEEE, packaging).

2.5. Parts Not Supplied By GE Healthcare. GE Healthcare recommends the use of parts that it has (i) validated through configuration and (ii) received from authorized suppliers. GE Healthcare is not responsible for the quality of parts supplied by third parties to Customer. GE Healthcare cannot assure Product functionality or performance when non-GE Healthcare parts are used on the Product.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training offerings and terms. Customer agrees that completion of GE Healthcare's training offerings does not guarantee that Customer and Customer Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty to ensure that Customer and Customer Personnel are properly trained on and fully qualified in the use and operation of the Product. Unless otherwise stated in the training catalog description, training must be completed by Customer within twelve (12) months after (i) the date of Product delivery for training purchased with Products; (ii) the start date for Services for training purchased with Services; or (iii) the date Customer purchases training if such training is not purchased with Products and/or Services. If training is not completed within the applicable time period due to no fault of GE Healthcare, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and/or diagnostic decisions are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for the clinical and medical treatment and/or diagnostic decisions made by Customer and Customer Personnel.

2.8. Use of Data.

(a) Protected Health Information. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

(b) Other Information. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use such information to provide, develop or improve GE Healthcare's products or services.

2.9. Compliance with Customer Policies. GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and do not materially contradict GE Healthcare policies, provided that Customer furnishes to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect Customer policies constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform its obligations under this Agreement.

2.10. Insurance. GE Healthcare shall maintain insurance coverage in accordance with its standard certificate of insurance, a copy of which is available upon Customer's request.

2.11. Excluded Provider. GE Healthcare represents that, to its knowledge, neither it nor its employees performing services under this Agreement have been excluded from participation in any Federal Healthcare Program. In the event an employee performing services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

3. Disputes; Liability; and Indemnity.

3.1. Waiver of Jury Trial. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, 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. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. Exclusion of Damages. NEITHER PARTY 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 EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.4. IP Indemnification. GE HEALTHCARE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES INTELLECTUAL PROPERTY RIGHTS ARISING FROM CUSTOMER'S USE OF GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION (COLLECTIVELY, "INFRINGEMENT PRODUCT") 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-INFRINGEMENT PRODUCTS; (II) MODIFY THE INFRINGEMENT 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 INFRINGEMENT PRODUCT; OR (IV) IF THE FOREGOING ARE NOT COMMERCIALY REASONABLE, REFUND TO CUSTOMER THE PURCHASE PRICE, AS DEPRECIATED (BASED ON FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION), FOR THE INFRINGEMENT PRODUCT. ANY SUCH CLAIMS ARISING FROM CUSTOMER'S USE OF SUCH INFRINGEMENT PRODUCT AFTER GE HEALTHCARE HAS NOTIFIED CUSTOMER TO DISCONTINUE USE OF SUCH INFRINGEMENT 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 INFRINGEMENT 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. GE HEALTHCARE'S RIGHT TO CONTROL THE DEFENSE AND DISPOSITION OF THE INFRINGEMENT CLAIM SHALL INCLUDE THE RIGHT TO SELECT COUNSEL TO REPRESENT CUSTOMER AT GE HEALTHCARE'S EXPENSE; PROVIDED, HOWEVER, THAT CUSTOMER MAY RETAIN ADDITIONAL COUNSEL AT CUSTOMER'S EXPENSE. ANY EXPENSES, INCLUDING LEGAL FEES AND COSTS, INCURRED BY CUSTOMER PRIOR TO TENDERING CONTROL OF THE DEFENSE TO GE HEALTHCARE SHALL NOT BE REIMBURSABLE BY GE HEALTHCARE. 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 INFRINGEMENT 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 INFRINGEMENT 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 INFRINGEMENT 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.

3.5. General Indemnification. GE HEALTHCARE AGREES TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY THIRD PARTY DAMAGES CUSTOMER BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY A MANUFACTURING DEFECT, DESIGN DEFECT, NEGLIGENT FAILURE TO WARN, NEGLIGENT INSTALLATION, OR NEGLIGENT SERVICE WITH RESPECT TO PRODUCTS DESIGNED AND MANUFACTURED BY GE HEALTHCARE AND SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. GE HEALTHCARE SHALL HAVE NO OBLIGATION TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY DAMAGES CAUSED BY (I) CUSTOMER'S FAULT OR ANY LEGAL EXPENSES INCURRED BY CUSTOMER IN DEFENDING ITSELF AGAINST SUITS SEEKING DAMAGES CAUSED BY CUSTOMER'S FAULT AND/OR (II) ANY MODIFICATION, CHANGES AND/OR ALTERATIONS TO THE GE HEALTHCARE PRODUCT BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED OR APPROVED IN WRITING BY GE HEALTHCARE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY AND HOLD GE HEALTHCARE HARMLESS FROM ANY THIRD PARTY DAMAGES THAT GE HEALTHCARE BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY CUSTOMER'S AND/OR CUSTOMER PERSONNEL (I) MEDICAL DIAGNOSIS OR TREATMENT DECISIONS; (II) MISUSE OR NEGLIGENT USE OF THE PRODUCT; AND/OR (III) USE OF THE PRODUCT IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH GE HEALTHCARE DID NOT DESIGN IT, OR IN VIOLATION OF GE HEALTHCARE'S RECOMMENDATIONS OR INSTRUCTIONS ON USE.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.5 ARE CONDITIONAL UPON THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY PROMPT WRITTEN NOTICE OF THE THIRD-PARTY CLAIM AFTER RECEIPT OF NOTICE OF SUCH CLAIM, ALLOWING THE INDEMNIFYING PARTY TO CONTROL THE DEFENSE AND DISPOSITION OF SUCH CLAIM, AND REASONABLY COOPERATING WITH THE INDEMNIFYING PARTY IN THE DEFENSE. THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE INDEMNIFIED PARTY OR ITS AGENTS WITHOUT THE INDEMNIFYING PARTY'S CONSENT.

4. Payment and Finance.

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Late Payment. 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 the GE Healthcare agreement at issue or suspend the provision of support and maintenance or licenses for the Product(s) licensed or sold under that agreement 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 and/or unapplied cash 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, Customer shall notify GE Healthcare in writing of such dispute within twenty (20) days of the invoice date and shall work with GE Healthcare in good faith to promptly resolve such dispute. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold 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 in full on receipt.

4.3. Taxes. 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.

5. Loaner Systems. If GE Healthcare provides a loaner system ("Loaner") to Customer pursuant to the terms of this Agreement, such Loaner shall be subject to the following provisions: (i) the Loaner shall be for Customer's temporary use, and Customer agrees to keep the Loaner at the location identified in the Quotation, and shall not move the Loaner to another location without GE Healthcare's prior written consent; (ii) Customer agrees to return the Loaner to GE Healthcare on or before the date on which GE Healthcare returns Customer's Product to Customer, and if Customer does not return the Loaner within such time period, GE Healthcare may repossess the Loaner with ten (10) days prior written notice or invoice Customer for the full list price of the Loaner; (iii) the Loaner, and all programs, information, data, business information, or other information pertaining to such Loaner shall remain GE Healthcare property; (iv) title remains with GE Healthcare, but risk of loss passes to Customer upon delivery of the Loaner; (v) Customer agrees to maintain the Loaner in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition, normal wear and tear excepted; (vi) Customer will not repair, or permit others to repair, the Loaner without the prior written consent of GE Healthcare; (vii) Customer agrees to furnish GE Healthcare reasonable access to the Loaner with prior notification; (viii) as Customer does not own the Loaner and is not paying GE Healthcare for its use, it is Customer's responsibility to ensure that any charge or claim submitted by Customer to a government healthcare program or patient is submitted accordingly; (ix) prior to returning the Loaner to GE Healthcare, Customer shall ensure the complete deletion of any and all information, including PHI, that may have been stored in the Loaner, or any of its accessories; (x) such deletion shall be completed in accordance with any user instructions provided by GE Healthcare and/or industry standards; (xi) in the event Customer is unable for technical reasons to complete the deletion, Customer shall provide immediate notice of this to GE Healthcare, and GE Healthcare staff shall use commercially reasonable efforts to facilitate the deletion of information; (xii) Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any information that is not removed from the Loaner and GE Healthcare shall have no obligations whatsoever in connection with any information that is not properly removed from such Loaner by Customer. It is within GE Healthcare's sole discretion to provide Customer with a Loaner while warranty or Service repairs are ongoing. This provision is not applicable to GE Healthcare IT Products.



Product Terms and Conditions

GE Healthcare

These GE Healthcare Product Terms and Conditions supplement and incorporate by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (a) Warranty(ies) and (b) Additional Terms and Conditions; and (iii) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Commercial Logistics.

1.1. Order Cancellation and Modifications.

1.1.1. Cancellation and Payments. If Customer cancels an order at any time without GE Healthcare's prior written consent, GE Healthcare has the right to charge Customer a cancellation fee of up to one-and-one-half percent (1.5%), with a maximum amount of up to \$5,000, of the price of the Products ordered. If the cancellation occurs less than thirty (30) days prior to the scheduled delivery date of any portion of the order, GE Healthcare has the right to charge Customer a cancellation fee of up to ten percent (10%), with a maximum amount of up to \$50,000, 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. For the avoidance of doubt, GE Healthcare IT Product-Quotations and orders are non-cancellable.

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.

1.1.3. Exchanges and Substitutions. Prior to acceptance as defined in Section 1.5 below, GE Healthcare may, in its sole and reasonable discretion, exchange or substitute installation-related items having similar features, functionality and pricing as the originally delivered installation item that result in no price change to the Customer. This section shall not apply to Healthcare IT Products.

1.1.4. Used Product Orders. Products identified as pre-owned, refurbished, remanufactured or demonstration Products have been previously used ("Used Products"); they are not new. When delivered and/or released to Customer, such Used Products may have received reconditioning, as necessary, to meet GE Healthcare performance specifications. Since Used Products may be offered simultaneously to several customers, their sale to Customer is subject to their availability. If the Used Products are no longer available, (i) GE Healthcare will attempt to identify other Used Products in its inventory that meet Customer's needs, and (ii) if substitute Used Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Used Products.

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. Transportation, Title and Risk of Loss. 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. Delivery. 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. As a matter of convenience, GE Healthcare may invoice multiple installment deliveries on a consolidated basis; however, this does not release Customer from the obligation to pay for each installment delivery provided by GE Healthcare. 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. Product Returns. 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.

1.3.4. Replaced Component Returns. Except for Healthcare IT Products, for upgrades and revisions Customer agrees to return any replaced component to GE Healthcare at no charge to GE Healthcare.

1.4. Installation, Certification and Professional Services. GE Healthcare will provide Product assembly, installation and calibration, as required, at no additional charge, except (i) for items excluded herein and/or (ii) as otherwise indicated in the Quotation. If installation services are identified in the Quotation, GE Healthcare will perform such services from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, in accordance with applicable GE Healthcare installation guides and/or project plans. After hours installation is available for an additional fee. 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 of the Products, 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 (i) performance of and payment for any applicable rigging and/or facility costs and (ii) installation of accessory items.
- 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. Network. 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. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use and disposal/recycling of the Products, 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.

1.4.6. Information Technology Professional Services ("ITPS"). ITPS must be performed within twelve (12) months of the later of the date (i) Customer orders ITPS or (ii) of Product delivery, ("ITPS Performance Date"). If ITPS is not performed within twelve (12) months of the ITPS Performance Date for reasons other than GE Healthcare's failure to perform, GE Healthcare's ITPS performance obligation will expire without refund. ITPS includes clinical applications training, project management, HL7/HIS systems integration, database conversion, network design and integration and separately cataloged software installations. This section shall not apply to Healthcare IT Products.

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. Warranties. 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. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

1.7. Third Party Products and Services. 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 provides no warranties or indemnification of any kind, express or implied, with respect to such products and/or services (warranties or indemnification, if any, on such products and/or services will be provided by the manufacturer or service provider), (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. This section shall not apply to Healthcare IT Products.

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 solely for use on the Products and at the location (or, for mobile systems, in the specific vehicle) as identified in the Quotation, subject to the license scope and Documentation 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 under this Agreement. 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. Customer acknowledges that GE Healthcare may request Customer and Customer Personnel to register online as a licensee for receipt of certain service software and related Documentation.

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; (iv) 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. Backups. 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. Remedies. 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. 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.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease ("Lease") with an equipment lessor ("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 Products as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the Products 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.

3.3. Failure to Pay. 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.



Additional Terms and Conditions: Positron Emission Tomography ("PET") and Computed Tomography ("CT")

GE Healthcare

These GE Healthcare Additional Terms and Conditions: Positron Emission Tomography ("PET") and Computed Tomography ("CT") supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Product Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Mobile Systems Only. 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.

2. Tubes. 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 tube. This will permit the user to know when a non-GE Healthcare tube is in use on the Product and will advise the user that GE Healthcare cannot assure that the performance of the Product with the non-GE Healthcare tube will conform to specifications. 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.

3. Radioactive Materials. Customer will provide a site and surroundings suitable for installation and operation of such a system 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.

4. NOTICE REGARDING COMPUTED TOMOGRAPHY ("CT") PRODUCTS. This notice applies only to the GE Healthcare Revolution CT and EVO, Optima 680 CT and Optima 520 CT products. GE Healthcare has reclassified several advanced software tools and associated documentation to a GE Healthcare Technical Service Technology package that GE Healthcare feels will bring greater value and interest to our customers. GE Healthcare will continue to provide trained Customer employees with access to the GE Healthcare Technical Service Technology package under a separate agreement.

GE Healthcare will continue to provide customers and their third party service providers with access to software tools and associated documentation in order to perform basic service on the Revolution CT and EVO, Optima 680 CT and Optima 520 CT products upon a request for registration for such access. This will allow GE Healthcare to react faster to the future service needs of GE Healthcare customers.

If you have any questions, you can contact your sales Service Specialist.



Additional Terms and Conditions: DoseWatch Explore

GE Healthcare

These GE Healthcare Additional Terms and Conditions: DoseWatch Explore (a) supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; and (ii) General Terms and Conditions, (collectively, referred to as the "Agreement") and (b) do not include the GE Healthcare Product Terms and Conditions or Warranties attached to the Quotation.

1. DoseWatch Explore Services. DoseWatch Explore is a web-based, cloud deployed, introductory dose management software application designed to track, analyze and report practice-level data for the Product. DoseWatch Explore collects radiation dose data directly from the Product, then summarizes and presents the data via a GE Healthcare web application ("Information"). DoseWatch Explore may help Customer with the following dose management activities:

- Review individual exam information including dose and protocol parameters
- Identify high dose protocols and trending over time
- Compare protocols to understand variation
- Receive alerts when exams have exceeded pre-defined thresholds
- Quantify results of protocol optimization activities
- Generate reports to communicate results to team members and leadership

DoseWatch Explore allows Customer to regularly obtain the above services ("DoseWatch Explore Services") and Information through a user interface such as a single internet site.

The DoseWatch Explore Services require GE Healthcare to collect, and allow Customer to obtain, exam information and protocol parameter data in relation to the Product.

The Information is regularly updated, but reflects data from completed exams. Accordingly, there is a time lapse between the examination and the data being reflected in the DoseWatch Explore software (i.e., the data reflected in the software is not real-time data and should not be relied upon as such). GE Healthcare disclaims all liability for such time lapse.

2. License for Use. GE Healthcare grants to Customer a non-exclusive, non-transferable, limited right to access and use, solely for Customer's internal business purposes, the GE Healthcare DoseWatch Explore Services and Information and to download the DoseWatch Explore site Information onto the hard drive of Customer's computer(s). Such license and right shall be in effect during the warranty period of the Product to which the DoseWatch Explore software accompanies. GE Healthcare retains all ownership and intellectual property rights to the DoseWatch Explore Services and Information. No license rights are granted (implied or otherwise) to Customer except as specifically provided in this Agreement.

GE Healthcare may monitor use of the DoseWatch Explore site, the DoseWatch Explore Services and the Information, for purposes including, but not limited to, (a) ensuring appropriate use of the site, (b) product and services enhancement opportunities, (c) performance monitoring, and (d) marketing.

Customer may permit Customer Personnel with privileges at Customer's facilities to use the DoseWatch Explore Services and Information; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent with this Agreement. Customer's affiliates may use the DoseWatch Explore Services and Information only by agreeing to be bound by this Agreement.

3. Access and Confidentiality. In order to access DoseWatch Explore, Customer must have a computer with internet access, the minimum configuration indicated by GE Healthcare and a Product connected to GE Healthcare's InSite remote diagnostic service tool. All installation, telecommunication and network use costs shall be borne by Customer. For Products entitled with DoseWatch Explore, and upon Customer request to GE Healthcare, GE Healthcare shall provide Customer with DoseWatch Explore access-related information (e.g., internet address, confidential access code/password, login name) ("Access Code") for Customer's connection to the DoseWatch Explore site and access to the Information. Customer agrees to be solely responsible and liable for keeping the Access Code confidential. Customer shall immediately inform GE Healthcare of the need to deactivate an Access Code (e.g., in the event of Customer Personnel departure, loss or compromise of the Access Code).

4. Warranties and Remedies. The following warranties apply only to DoseWatch Explore and are in lieu of any other standard GE Healthcare warranties.

4.1. Information. All Information accessible as part of the DoseWatch Explore Services is provided "AS IS". GE Healthcare does not warrant the completeness, accuracy or reliability of any Information. All decisions based on the Information are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for any decision or evaluation relating to the activity or operation of the Product or DoseWatch Explore software.

The Information (a) is intended for general informational purposes only, (b) is not a substitute for professional medical advice, diagnosis or treatment, and (c) should not be relied upon, used or characterized as information to aid in Customer Personnel healthcare diagnosis, practices or decisions. GE Healthcare makes no representation or warranty with respect to and has no liability to Customer, Customer Personnel, or patients regarding the accuracy or completeness of anything contained in the Information. GE Healthcare does not promote or otherwise recommend any procedure suggested in any Information unless it is also described in a GE Healthcare user manual for the Product.

4.2. Access to Information. All Information accessible as part of the DoseWatch Explore Services is provided "AS AVAILABLE". GE Healthcare shall use reasonable efforts to ensure that the DoseWatch Explore site operates normally. In view of the state of information technology and the intervention of third parties in the operation of and access to Customer's site and network, GE Healthcare shall not be liable for any interruption or loss of connection or access whatsoever to DoseWatch Explore or for the speed of access or slowdown in the communication of Information. GE Healthcare does not guarantee nor does it warrant that the DoseWatch Explore Services or the Information will be constantly available, accurate, uninterrupted, error-free, or that defects/errors will be corrected.

GE Healthcare reserves the right, without notice to Customer, to suspend its provision of the DoseWatch Explore Services at any time and for the time required to carry out maintenance work and update the DoseWatch Explore site.

4.3. No Other Warranties. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION OR DATA ACCURACY, WILL APPLY.

5. **Customer Responsibilities**. Customer shall be responsible for and bear all costs, expenses and liability for the following:

- (a) Transmitting to GE Healthcare, and allowing GE Healthcare to process, access, collate and analyze, all relevant and accurate data relating to the Product via the DoseWatch Explore Services.
- (b) Using the Information and DoseWatch Explore Services in accordance with all applicable laws and regulations, and to strictly comply with the limitations of use as set forth in this Agreement.
- (c) Providing GE Healthcare with the necessary level of access rights for GE Healthcare to provide individual user accounts.
- (d) Managing and controlling access to and use of the DoseWatch Explore Services and Information through individual user accounts affiliated with Customer.

6. **Use of Information by GE Healthcare**. DoseWatch Explore Services allow the Product to automatically send data to GE Healthcare (via internet connection). Customer acknowledges that GE Healthcare shall automatically receive certain data relating to the use and productivity of the Product. GE Healthcare shall process the data in order to provide DoseWatch Explore Services and as otherwise set forth in this Agreement. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to the Product following expiration or termination of the DoseWatch Explore Services.

7. **Data Retention**. For purposes of continuity, GE Healthcare shall continue data collection for thirty (30) days following the expiration or termination of the DoseWatch Explore Services, and, unless Customer purchases a continuation of the DoseWatch Explore Services, data shall be retained for no longer than one hundred eighty (180) days following such expiration or termination.



Warranty Statement (United States)

GE Healthcare

This GE Healthcare Warranty Statement (United States) supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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®, Panda®, Care Plus® and Ohio® Infant Warmer Systems
- Corometrics® Fetal Monitors

2. GE Healthcare Warranties.

- 2.1 **Scope.** 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 **Term Usage.** "Warranted Product" is a collective term which includes both the above-listed GE Healthcare 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.
- 2.3 **Equipment Warranty.** Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for one (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 ninety (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. 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. 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 the Agreement. 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, 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.
- 2.5 **Used Products.** GE Healthcare's (i) Gold Seal Products (certain pre-owned GE Healthcare equipment), (ii) Ultrasound demonstration systems, and (iii) certified pre-owned Bone Mineral Densitometry Products are all provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding one (1) year (unless otherwise provided in writing

by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, all other pre-owned, refurbished, remanufactured or demonstration equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and GE Brand Specialty Components. GE Healthcare IT Products and GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) 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, five (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, five (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 thirtieth (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.

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. GE Healthcare may, at its sole discretion and subject to (i) availability; (ii) any applicable regulatory approvals; and (iii) Section 5 of the GE Healthcare General Terms and Conditions, provide Customer with a comparable loaner system during periods of extended service to the Warranted Product. Warranty service will be performed without charge from 8:00am to 5:00pm (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: (a) 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; (b) 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 (c) 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 (other than systemic miscalculations not due to date value format); 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.

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: Six (6) months (warranty applies only to the upgraded components)

Cyclotron and Radiopharmacy: Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Warranty Commencement Date for Cyclotron and/or Radiopharmacy Products begins on the earlier of (i) three (3) months after the date on which GE Healthcare has completed the mechanical installation, or (ii) the date on which final testing of the Product has been successfully completed. GE Healthcare's sole liability and Customer's exclusive remedy for a breach of warranty is limited to repair, replacement or refund at GE Healthcare's sole option. Any such repairs or replacement will not extend the warranty period.

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months

X-Ray Portable (Wireless & Tethered) Digital Detectors: Warranty does not cover damage caused by any use that does not conform to OEM guidelines, fire, power failures or surges, or abuse which is defined as use that causes fluid invasion, holes, deep scratches, or the detector case to crack.

FlashPad Wireless Detector: In addition to the standard warranty, GE Healthcare will also provide coverage for detector damage due to accidental dropping or mishandling (e.g., spills). In the event such accidental damage occurs, GE Healthcare shall provide Customer with one (1) replacement detector during the warranty period at no additional charge. If subsequent accidental damage occurs during the warranty period, each additional replacement shall be provided to Customer at a charge of \$30,000 per replacement detector. Warranty coverage for the detector and its components also excludes failures due to detrimental exposure, abuse, theft, loss and/or fire. If the warranty is voided by these conditions, repair or replacement of the detector and/or the components is the Customer's responsibility.

GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days

GE OEC Refurbished C-Arms: Twelve (12) months after installation

HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days

Vivid T8: Three (3) years parts and labor, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Voluson i, Voluson e and LOGIQBook XP: 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), and (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide (a) field support/service, (b) preventative maintenance, and/or (c) coverage for system damage due to accidental dropping or mishandling with a maximum of two (2) replacement systems during the term of the warranty.

Vscan, LOGIQ e BT12 and later versions, and Venue 40 and 50 version BT12 and later versions: Supplemental warranty terms and conditions specific to Vscan systems, LOGIQ e BT12 and later version systems, and Venue 40 and 50 version BT12 and later version systems shall be as set forth in the Additional Terms and Conditions and Warranties for Ultrasound & Vscan Products attached to the Quotation.

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

Bone Mineral Densitometry Partial System Equipment Upgrades: Thirty (30) days (Warranty applies only to the upgraded computer, printer and monitor components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

CARESCAPE Monitors B450, B650 and B850, and Dash: Three (3) years parts and one (1) year labor coverage, excluding displays

B40 Monitors: Two (2) years of parts only coverage, excluding displays, and one (1) year labor with (i) repair services performed at GE Healthcare service facilities; or (ii) onsite repair if deemed necessary by GE Healthcare, during such labor warranty period.

MAC 800, 1200, 1600 and 2000: Three (3) years of parts and labor

CARESCAPE V100 Vital Signs Monitors: Two (2) years parts and labor

Exergen: Four (4) years parts and labor

Batteries: Ninety (90) days, except (i) for LOGIQBook and Vscan 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:

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

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.

Giraffe® Shuttle Batteries: Ninety (90) days

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

Ohio® Infant Warmer Systems, Panda® iRes Warmers, Giraffe® Warmer and Giraffe® OmniBed: Seven (7) year 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

Corometrics® Fetal Monitoring Systems: Warranty includes: (i) Warranty Commencement at the earlier of (a) if GE Healthcare or Customer installs the Warranted Product, five (5) days after completion of installation of the Warranted Product or (b) forty (40) days after shipment of the Warranted Product; (ii) two (2) years parts, one (1) year labor; and (iii) repair services at GE Healthcare service facilities during labor warranty period or onsite repair if deemed necessary by GE Healthcare.

Corometrics® Nautilus Transducers: Two (2) years of parts and labor

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

Tec 7 Vaporizers: Three (3) years of parts and labor

Tec 6 Plus Vaporizers: Two (2) years of parts and labor

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:

Service/Warranty Code T.....	100 Years
Service/Warranty Code V.....	25 Years
Service/Warranty Codes X.....	15 Years
Service/Warranty Code ZZ.....	5 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.....	3 Months
Service/Warranty Code M.....	1 Month
Service/Warranty Code W.....	Out of Box Failure Only



Warranty Codes For Accessories And Supplies

GE Healthcare

These GE Healthcare Warranty Codes For Accessories and Supplies supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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 on-site 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 unit 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.*

ZZ 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:** *The battery for Service/Warranty Code ZZ has a 2-year warranty for stationary applications and a 6-month warranty for mobile application. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



GE Healthcare

Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States)

This GE Healthcare Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States) supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranties; (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Warranted Products and Scope. These warranties cover the purchase and use of the GE Healthcare detectors, probes and/or tubes (X-ray, CT, or image intensifier) (hereafter, "Specialty Component(s)") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions, and to the extent applicable, (a) GE Healthcare's Product Terms and Conditions, (b) GE Healthcare's Service Terms and Conditions, and/or (c) GE Healthcare's OnDemand Agreement.

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

2.1. Determining Warranty Periods For A Specialty Component(s). The Warranty Period start date ("Warranty Commencement Date") for the Specialty Component(s) supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for a replacement Specialty Component(s) is determined by (i) the date GE Healthcare installs the Specialty Component(s) or (ii) if GE Healthcare is not the installer of the Specialty Component(s), five (5) days after shipment of such Specialty Component(s) by GE Healthcare or its authorized distributor.

Customer shall receive the Full Warranty Period (as set forth in the chart below) in the following situations:

- Specialty Component(s) furnished to Customer as part of a new system installation; or
- Specialty Component(s) purchased by Customer with or without a pro-rata allowance.

For a Specialty Component(s) furnished to Customer under terms of the Full Warranty Period (as set forth in the chart below) the Warranty Period for the replacement Specialty Component(s) will be the unexpired term of the warranty applicable to the last Specialty Component(s) for which Customer paid all or a portion of the cost of that Specialty Component(s). For the sake of clarification, the Warranty Period does not reset for a Specialty Component(s) supplied by GE Healthcare as a replacement under the Full Warranty Period.

This Warranty Statement does not apply to a Specialty Component(s) furnished to Customer under the terms of a GE Healthcare service agreement. For such Specialty Component(s), please refer to the terms and conditions of such service agreement for any Specialty Component(s) warranties.

Customer's failure to (i) properly use the Specialty Component(s), (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.

2.2. Determining Specialty Component(s) Charge For A Replacement Specialty Component(s). Customer will pay the price of the replacement Specialty Component(s) 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 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.

3. Specialty Component(s) Installation.

3.1. Replacement Specialty Component(s). For a replacement Specialty Component(s), warranty service does not include installation of the replacement Specialty Component(s), but upon Customer's request, GE Healthcare, will install the Specialty Component(s) at GE Healthcare's then-prevailing service rates. If a replacement Specialty Component(s) is not installed by GE Healthcare, Customer must, not later than ten (10) days after its installation date, provide to GE Healthcare in writing: (i) the serial number of the replacement Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) has been installed, (iii) the date of installation and (iv) for Non-CT Tubes, the exposure counter reading on the installation date.

3.2. **New System Specialty Component(s).** For a Specialty Component(s) sold with new equipment, no service charges will be billed to Customer for the installation of the replacement Specialty Component(s), so long as replacement occurs between 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours") and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then prevailing hourly billed service rates at the time of service.

4. **Remedies.** If, within ten (10) days after the Specialty Component(s) failure, Customer (a) notifies GE Healthcare of Customer's warranty claim during the Warranty Period; (b) provides GE Healthcare with the information shown below; and (c) makes the Specialty Component(s) available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Specialty Component(s) or parts of the Specialty Component(s). Customer must provide to GE Healthcare in writing (i) the serial number of the Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) was installed, (iii) the date the Specialty Component(s) failed, and (iv) the date the Specialty Component(s) was removed from service. Warranty service will be performed at the charge, if applicable, as detailed below during GE Healthcare's Standard Coverage Hours and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then-prevailing hourly billed service rates at the time of service. GE Healthcare warrants that its installation or other 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 remedies, 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 Specialty Component(s) 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.

Customer must: (i) use the Specialty Component(s) in accordance with GE Healthcare service instructions and recommendations for the Specialty Component(s) and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Specialty Component(s) 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.

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 Specialty Component(s) 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 Specialty Component(s) 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 Specialty Component(s) by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Specialty Component(s) to the extent it is used in any country other than the country to which GE Healthcare ships the Specialty Component(s) (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 Specialty Component(s) Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Specialty Component(s) in the manner described in any applicable instructions or specifications or any cause external to the Specialty Component(s) 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.

With regard to Ultrasound Specialty Component(s) only, these warranties do not cover damage caused by any use that does not conform to OEM guidelines including accidental damage, improper cleaning, disinfecting, over-soaking or TEE bite marks.

6. **Warranty Periods.**

TUBE TYPE OR SYSTEM DESCRIPTION (a)	New System Specialty Component(s)	Replacement Specialty Component(s)	
	FULL WARRANTY PERIOD (b)	FULL WARRANTY PERIOD (b)	PRO-RATA WARRANTY PERIOD (c)
<u>X-RAY TUBES</u>			
Radiographic	12 months	30 days	24 months
Radiographic & Fluoroscopic	12 months	30 days	24 months
Vascular	12 months	30 days	24 months
Mammographic	12 months	30 days	12 months
Bone Mineral Densitometry	12 months	30 days	12 months
MX150 Vascular	36 months	12 months	N/A
Performix 160A (MX160)	36 months	12 months	N/A
Infinia Hawkeye	12 months	30 days	12 months

TUBE TYPE OR SYSTEM DESCRIPTION (a)	New System Specialty Component(s)	Replacement Specialty Component(s)	
	FULL WARRANTY PERIOD (b)	FULL WARRANTY PERIOD (b)	PRO-RATA WARRANTY PERIOD (c)
<u>IMAGE INTENSIFIER TUBES</u>			
Image Intensifier Tubes	12 months	30 days	24 months
<u>CT TUBES</u>			
CT/e, CT/e Dual	12 months	12 months	N/A
ProSpeed/Sytec 6000-8000	12 months	12 months	N/A
Solarix on LX/I, FX/I, DX/I	12 months	12 months	N/A
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	12 months	12 months	N/A
Performix Solarix 630 on HiSpeed ZX/I, NX/I Pro	12 months	12 months	N/A
Performix-ADV on HiSpeed CT/I, LightSpeed QX/i	12 months	12 months	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel), Discovery LS, Discovery ST/STe, Discovery RX 16, Optima PET/CT560, Optima PET/CT560 FX, Discovery PET/CT600, Discovery PET/CT610 (8 or 16 slice), Discovery PET/CT690 Elite, Discovery PET/CT710 (16 slice), Discovery NM/CT670	12 months	12 months	N/A
Performix 40 on Optima CT660 – 32 Slice, Optima CT660 – 64 Slice	12 months	12 months	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months	12 months	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16, LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Optima CT580 RT, Optima CT580w, Discovery CT590 RT, Discovery VCT, Discovery RX VCT, Discovery PET/CT610 (64 or 128 slice), Discovery PET/CT690, Discovery PET/CT710 (64/128 slice), Discovery NM/CT570c	12 months	12 months	N/A
Performix HD on LightSpeed CT750 HD	12 months	12 months	N/A
<u>Detectors</u>			
Fixed Digital Detectors (XR, Vascular, Mammography)	12 months	12 months	N/A
Wireless & Tethered Digital Detectors	12 months (d)	12 months (d)	N/A
<u>Ultrasound Probes</u>			
New	12 months	12 months	N/A
Refurbished (e)	12 months	12 months	N/A
Purchased Loaner	6 months	6 months	N/A

COMMENTS

- (a) For actual catalog numbers, please contact your local GE Healthcare representative.
- (b) Initial period of time of use after warranty begins during which a full 100% warranty is provided for a Specialty Component(s) that fails.
- (c) Maximum period of time during which a Pro Rata Warranty Allowance is provided for a Specialty Component(s) that fails. The Pro Rata Warranty Allowance is calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

The Pro Rata Warranty Period ends at the expiration of the maximum time period.

- (d) Warranty coverage includes replacement of OEM/manufacture defects. One (1) replacement due to accidental damage is included within the Warranty Period.
- (e) Reconditioning of used equipment for which GE Healthcare has acquired ownership and/or intends to resell after additional processing. These activities include: decontamination, patient data, removal, repairs, installation of applicable updates, and other activities that are described in the existing operation/service manuals applicable to device.



Warranty Statement: Uptime Commitment

GE Healthcare

This GE Healthcare Warranty Statement: Uptime Commitment supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warrantylies; (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement". The following provisions will apply only to eligible diagnostic imaging systems as identified in the Quotation ("Eligible Systems") and only during the warranty period:

- 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.
- 2. Eligibility.** To be eligible for this expanded warranty protection, Customer must: (i) 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, (ii) 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, (iii) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (iv) 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, (v) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (vi) 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>Extension</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:

$$\text{Hours1} = \text{A hours per day} \times \text{B days per week} \times 26 \text{ weeks}$$

$$\text{Hours2} = \text{Hours1} - \text{C hours for planned maintenance}$$

$$\text{Required in-service hours at Customer's \% commitment: Hours3} = \text{Hours2} \times \text{Customer's \%}$$

- 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.

Exhibit D

PROPOSED CAPITAL COSTS

Project Name: Replacement CT Scanner

Proponent: Blue Ridge Regional Hospital

A. Site Costs

(1)	Full purchase price of land	\$ _____
	Acres _____ Price per Acre	\$ _____
(2)	Closing costs	\$ _____
(3)	Site Inspection and Survey	\$ _____
(4)	Legal fees and subsoil investigation.	\$ _____
(5)	Site Preparation Costs	\$ _____
	Soil Borings	\$ _____
	Clearing-Earthwork	\$ _____
	Fine Grade For Slab	\$ _____
	Roads-Paving	\$ _____
	Concrete Sidewalks	\$ _____
	Water and Sewer	\$ _____
	Footing Excavation	\$ _____
	Footing Backfill	\$ _____
	Termite Treatment	\$ _____
	Other (Specify)	\$ _____
	Sub-Total Site Preparation Costs	\$ _____
(6)	Other (Specify)	\$ _____
(7)	Sub-Total Site Costs	\$ 0

B. Construction Contract

(8)	Cost of Materials	
	General Requirements	_____
	Concrete/Masonry	_____
	Woods/Doors & Windows/Finishes	_____
	Thermal & Moisture Protection	_____
	Equipment/Specialty Items	_____
	Mechanical/Electrical	_____
	Other (Specify)	_____
	Sub-Total Cost of Materials	\$ _____
(9)	Cost of Labor	\$ _____
(10)	Other (Specify) - const contract	\$ 62,000 _____
(11)	Sub-Total Construction Contract	\$ 62,000

C. Miscellaneous Project Costs

(12)	Building Purchase	\$ _____
(13)	Fixed Equipment Purchase/Lease	\$ 500,000 _____
(14)	Movable Equipment Purchase/Lease	\$ 73,000 _____
(15)	Furniture	\$ _____
(16)	Landscaping	\$ _____
(17)	Consultant Fees	
	Architect and Engineering Fees	\$ 6,850 _____

	Legal Fees	\$ _____
	Market Analysis	\$ _____
	Other (Specify)	\$ _____
	Sub-Total Consultant Fees	\$ _____
(18)	Financing Costs (e.g. Bond, Loan, etc.)	\$ _____
(19)	Interest During Construction	\$ _____
(20)	Other (Specify) __PM costs & contingency	\$ 26,000 _____
(21)	Sub-Total Miscellaneous	\$ _____
(22)	Total Capital Cost of Project (Sum A-C above)	\$ 667,850 _____

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)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.



 (Proponent - Signature of Officer)

MHS Project Manager

 (Title of Officer)