



DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH SERVICE REGULATION

ROY COOPER  
GOVERNOR

MANDY COHEN, MD, MPH  
SECRETARY

MARK PAYNE  
DIRECTOR

November 22, 2017

Janie Jaberg  
Wayne UNC Health Care  
2700 Wayne Memorial Drive  
Goldsboro, North Carolina 27534

**Exempt from Review – Replacement Equipment**

**Record #:** 2419  
**Facility Name:** Wayne Memorial Hospital  
**FID #:** 933535  
**Business Name:** Wayne UNC Health Care  
**Business #:** 2734  
**Project Description:** Replace two CT scanners  
**County:** Wayne

Dear Ms. Jaberg:

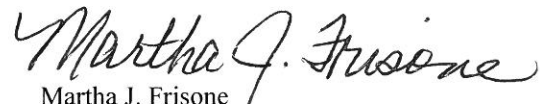
The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your correspondence of November 6, 2017 and October 4, 2017, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to replace without a certificate of need two existing CT scanners (General Electric Brightspeed 16) and (General Electric Lightspeed Ultra 16) with permanent replacement CT scanners (General Electric Revolution EVO 64's). This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction and Radiation Protection Sections to determine if they have any requirements for development of the proposed project.

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

Sincerely,

  
Jane Rhoe-Jones  
Project Analyst

  
Martha J. Frisone  
Chief, Healthcare Planning and  
Certificate of Need Section

cc: Construction Section, DHSR  
Radiation Protection Section, DHSR  
Sharetta Blackwell, Program Assistant, Healthcare Planning, DHSR

**HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**  
WWW.NCDHHS.GOV

TELEPHONE 919-855-3873

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



October 4, 2017

Ms. Martha J. Frisone, Chief  
Ms. Celia C. Inman, Project Analyst  
Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation, NC DHHS  
2704 Mail Service Center  
Raleigh, NC 27699-2704



Re: Imaging Equipment Replacement at Wayne Memorial Hospital  
License #H057 / FID #561484844 933535

Dear Ms. Frisone and Ms. Inman:

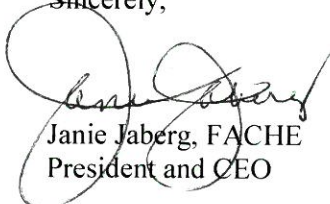
I am writing to you pursuant to NCGS 131E-184(a)(7) to inform you of Wayne Memorial Hospital's plans to replace two (2) computerized tomography (CT) scanners at Wayne Memorial Hospital (License #H057). Attachments 1a and 1b contain comparisons of the relevant information and specifications of the existing equipment and the planned replacement equipment. Of note, the total equipment cost of both CT scanners will be \$806,528. The new Revolution EVO 64 CT scanners will be functionally comparable to the existing equipment being taken out of service. The total proposed capital cost for these equipment replacements, including rental of a temporary mobile CT scanner to minimize disruption to services during the replacement, is \$850,528.85. A detailed capital budget is included in Attachment 2.

The new equipment, which will be owned and operated by Wayne Memorial Hospital, is planned to be purchased and placed into service in October or November 2017. The replacements will be phased to minimize disruption to patient care. The existing equipment will be removed from Wayne Memorial Hospital and taken out of service by GE Healthcare, the vendor of the new equipment.

Wayne Memorial Hospital is simply updating important pieces of imaging equipment with newer technology that offers improved patient throughput, increased patient safety due to decreased radiation doses, and improved imaging quality by upgrading the CT scanners from 16 slice units to 64 slice units. Indeed, Wayne Memorial Hospital purchased these scanners more than 7 and 11 years ago and they have exhausted their useful lives.

Please let me know if I can answer any questions you have around this planned replacement.

Sincerely,

  
Janie Jaberg, FACHE  
President and CEO

Attachment

Cc: Barry Watkins, Administrative Director, Facility Services  
Malcolm Hinton, Director Imaging  
Shirley S. Harkey, Senior Vice President, Operations

**ATTACHMENT 1 a**  
**Equipment Comparison Table**

	<b>Existing Equipment</b>	<b>Replacement Equipment</b>
Type of Equipment	CT scanner	CT scanner
Manufacturer of Equipment	General Electric	General Electric
Model Number	Brightspeed 16	Revolution EVO 64
Serial Number	258462HM1	TBD
Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition	12/30/2010	10/16/2017
Does WMH Hold Title to Equipment or Have Capital Lease?	WMH Owned	WMH Owned
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project	N/A	See attached
Total Cost of Equipment	N/A	\$407,427.20
Fair Market Value of Equipment (Book value WMH)	\$42,293.60	\$407,427.20
Net Purchase Price of Equipment	N/A	\$407,427.20
Locations Where Operated	Wayne Memorial Hospital	Wayne Memorial Hospital
Number of Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	0	0
Percent of Change in Per Procedure Operating Expenses (by Procedure)	0	0
Type of Procedures Currently Performed on Existing Equipment	Body, Neuro, MSK, CTA, CT Interventional	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Body, Neuro, MSK, CTA, CT Interventional, Calcium scoring

**ATTACHMENT 1 b**  
**Equipment Comparison Table**

	<b>Existing Equipment</b>	<b>Replacement Equipment</b>
Type of Equipment	CT scanner	CT scanner
Manufacturer of Equipment	General Electric	General Electric
Model Number	Lightspeed Ultra 16	Revolution EVO 64
Serial Number	347912CN8	TBD
Method of Identifying Equipment	Serial Number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition	4/10/2006	10/2/2017
Does WMH Hold Title to Equipment or Have Capital Lease?	WMH Owned	WMH Owned
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project	N/A	See attached
Total Cost of Equipment	N/A	\$372,101.65
Fair Market Value of Equipment (Book Value WMH)	\$102,389.72	\$372,101.65
Net Purchase Price of Equipment	N/A	\$372,101.65
Locations Where Operated	Wayne Memorial Hospital	Wayne Memorial Hospital
Number of Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	0	0
Percent of Change in Per Procedure Operating Expenses (by Procedure)	0	0
Type of Procedures Currently Performed on Existing Equipment	Body, Neuro, MSK, CTA, CT Interventional	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	Body, Neuro, MSK, CTA, CT Interventional

**ATTACHMENT 2  
PROJECT CAPITAL COST**

**A. Site Costs**

(1) Full Purchase Price of Land		\$	__	
# of Acres ____ Price per Acre	\$	__		
(2) Closing Costs		\$	__	
(3) Site Inspection and Survey		\$	__	
(4) Legal Fees and subsoil investigation		\$	__	
(5) Site Preparation Costs [Include]		\$	__	
Soil Borings				
Clearing and Grading				
Road and Parking				
Sidewalks				
Water and Sewer				
Excavation and Backfill				
Termite Treatment				
<b>Sub-Total Site Preparation Costs</b>		\$	__	
(6) Other (specify)		\$	__	
(7) <b>Sub-Total Site Costs</b>				\$
				__

**B. Construction Contract**

(8) Cost of Material [Include]				
General Requirements				
Concrete/Masonry				
Woods/Doors & Windows/Finishes				
Thermal and Moisture Protection				
Equipment/Specialty Items				
Mechanical/Electrical				
<b>Sub-Total Cost of Materials</b>		\$	__	
(9) Cost of Labor		\$	__	
(10) Other ( <b>Construction Contract</b> )		\$	__	
(11) <b>Sub-Total Construction Contract</b>				\$
				__

**C. Miscellaneous Project Costs**

(12) Building Purchase		\$	__	
(13) Fixed Equipment Purchase/Lease		\$	779,528.85	
(14) Movable Equipment Purchase/Lease		\$	__	
(15) Furniture		\$	__	
(16) Landscaping		\$	__	
(17) Consultant Fees		\$	__	
A&E Fees and Reimbursables	\$	__		
Legal Fees	\$	__		
Market Analysis	\$	__		
Other (specify)	\$	__		
<b>Total Consultant Fees</b>		\$	__	
(18) Financing Costs				
(e.g. Bond, Loan, etc)		\$	__	
(19) Interest During Construction		\$	__	
(20) Other ( <b>Mobile CT Rental</b> )		\$	44,000	
(21) <b>Sub-Total Miscellaneous</b>				\$
				823,528.85

**D. Total Capital Cost of Project (Sum A-C above)**

\$ 823,528.85

November 6, 2017

Ms. Jane Rhoe-Jones  
Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation, NC DHHS  
2704 Mail Service Center  
Raleigh, NC 27699-2704



**RE: Requested Information for Replacement Equipment**

Facility: Wayne Memorial Hospital  
Project Description: Replace two existing CT Scanners  
County: Wayne  
FID# 933535

Dear Ms. Rhoe-Jones,

I am writing to you pursuant to additional information for Rule 10A NCAC 14C .0303 (d)(3) to inform you of Wayne Memorial Hospital's plans to replace two (2) computerized tomography (CT) scanners at Wayne Memorial Hospital (License #H057). I have attached the quotes for these replacement scanners.

These two scanners will be removed from service by General Electric Healthcare and their documentation for taking possession is also attached. We currently have both of these CT scanners in operation and attached are the Notice of Registration with the state for these scanners. These scanners will be operational till the time of replacement.

Documentation from our director of finance is included which states that we will not be raising the price of our CT procedures greater than 10% in the next budget year.

Please let me know if I can answer any questions you have around this planned replacement.

Sincerely,

  
Janie Jaberg, FACHE  
President and CEO

Attachment

Cc: Barry Watkins, Administrative Director, Facility Services  
Malcolm Hinton, Director Imaging  
Shirley S. Harkey, Senior Vice President, Operations

Documentation  
regarding prices for  
procedure



Malcolm Hinton  
Wayne Memorial Hospital  
Director of Radiology

RE: Replacement of existing CT Scanners (2 units)

Malcolm,

As we discussed today, please know that WMH Finance Department will not be increasing CT Department's procedural prices greater than 10% next budget year. In fact, we had a 0% rate increase for FY 2018.

Too, there is no expectation that your department's annual operating cost will substantially increase with the replacement of 2 CT units.

Sincerely,

A handwritten signature in black ink that reads "Rick Weeks". The signature is written in a cursive style.

Rick Weeks  
Director of Finance  
919.731.6128



Documentation that  
existing equipment is  
currently in use

WAYNE MEMORIAL HOSPITAL

Registration NO: 96 - M000073

12 PANORAMIC CORP Model: PC-4000 S/N: 20154  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

DIGITAL PANOREX DENTAL - RM 7  
Installation date: 5/19/2010

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

13 GENERAL ELECTRIC Model: 5330382 S/N: 258462HM1  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

CT SCANNER MED DIAG - CT 1  
Installation date: 12/30/2010

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

14 ZIEHM Model: VISION 2FD VARIO 3D S/N: 90267  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

C-ARM FLUOROSCOPIC MED DIAG - MOBILE  
Installation date: 6/8/2011

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

15 GENERAL ELECTRIC Model: 5129498 S/N: 1028051WK9  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

DIGITAL RADIOGRAPHY DR MED DIAG - MOBILE  
Installation date: 3/28/2012

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

16 GENERAL ELECTRIC Model: 5272650 S/N: 1028096WK4  
Tubes for this machine: 2 Active tube(s) & 2 Total tube(s)

RADIOGRAPHIC/FLUORO MED DIAG - RM 5  
Installation date: 6/4/2012

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

17 ZIEHM Model: ZIEHM VISION R 12 S/N: 10486  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

C-ARM FLUOROSCOPIC MED DIAG  
Installation date: 5/23/2013

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

18 GENERAL ELECTRIC Model: 5555000-5 S/N: 1030905WK2  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

DIGITAL RADIOGRAPHY DR MED DIAG - MOBILE  
Installation date: 6/26/2013

- No Changes
- Not In Use
- \*Sold or Donated
- Taken by Service
- Salvaged
- Landfill
- Out of State

Radiation Safety Officer (Required): Documentation of RSO's training and experience must be available for agency review.

THE OWNER, RADIATION SAFETY OFFICER OR AUTHORIZED DESIGNEE SIGNS TO CERTIFY THIS INFORMATION IS ACCURATE AND AUTHORIZES CHANGES / CORRECTIONS:

SIGNATURE: *[Signature]* DATE: 10-19-17

For Official Use Only  
Verified by Inspector:

Date: \_\_\_\_\_

Page 3 of 6

Accepted  Rejected

RPS NOR Rev2/15

Documentation that  
existing equipment is  
currently in use



# NOTIFICATION OF REGISTRATION (NOR) for X-ray Units

EFFECTIVE DATE: AUGUST 03, 2017

SUPERSEDES THE PREVIOUS NOTIFICATION DATED : MAY 26, 2017

A signature is required to authorize our agency to update or amend a Notification of Registration. Please sign on the bottom of the page noted with changes to expedite the corrections. It is not necessary to sign every page. Unsigned forms will delay the registration process. Make changes and or corrections by drawing a line through the old information and write in the new information.

Registered Unit(s) **For Changes email your signed NOR to XrayNORs@dhs.nc.gov**

1 GENERAL ELECTRIC Model: 46-276004G2 S/N: 39591ES3  
Tubes for this machine: 2 Active tube(s) & 2 Total tube(s)

RADIOGRAPHIC MED DIAG - TOMO RM 8  
Installation date: 4/13/2006  
 No Changes  
 Not In Use  
 Salvaged  
 \*Sold or Donated  
 Landfill  
 Taken by Service  
 Out of State

2 GE-OEC Model: 9800 00-881189-01 S/N: 85-0008-C

C-ARM FLUOROSCOPIC MED DIAG - C-ARM C  
Installation date: 2/6/2002  
 No Changes  
 Not In Use  
 Salvaged  
 \*Sold or Donated  
 Landfill  
 Taken by Service  
 Out of State

Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

3 GENERAL ELECTRIC Model: LIGHTSPEED ULTRA 16 S/N: 347912CN8 CT SCANNER MED DIAG - CT 2  
Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

Installation date: 4/10/2006  
 No Changes  
 Not In Use  
 Salvaged  
 \*Sold or Donated  
 Landfill  
 Taken by Service  
 Out of State

4 GE-OEC Model: UROVIEW 2800 884198-01 S/N: D046861

RADIOGRAPHIC/FLUORO MED DIAG - CYSTO  
Installation date: 11/7/2003  
 No Changes  
 Not In Use  
 Salvaged  
 \*Sold or Donated  
 Landfill  
 Taken by Service  
 Out of State

Tubes for this machine: 1 Active tube(s) & 1 Total tube(s)

Radiation Safety Officer (Required): Documentation of RSO's training and experience must be available for agency review.

THE OWNER, RADIATION SAFETY OFFICER OR AUTHORIZED DESIGNEE SIGNS TO CERTIFY THIS INFORMATION IS ACCURATE AND AUTHORIZES CHANGES / CORRECTIONS:

SIGNATURE: *Malcolm Smith* DATE: 10-19-17

For Official Use Only  
Verified by Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

Page 1 of 6

Accepted  Rejected  
RPS NOR Rev2/15

Letter from GE  
attesting old  
equipment will not be  
used in NC without  
proper CON



GE Healthcare

3000 North Grandview Blvd  
Waukesha, WI 53188  
U.S.A.

October 19, 2017

Director of Radiology  
Malcom Hinton  
Wayne Memorial Hospital  
2700 Wayne Memorial Drive  
Goldsboro, NC 27534

**RE: Removal of existing CT assets GE BrightSpeed 16 (system ID # 919731CT1) from State of NC**

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. **Wayne Memorial Hospital** is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing **GE BrightSpeed 16** (system ID # 919731CT1) Scanner as part of your upcoming GE Revolution EVO CT purchase.

Wayne Memorial Hospital will be responsible for the cost of any scan room construction/renovation, clearing the rig path, rigging costs, and opening the scan room access panel unless otherwise agreed to by GE Healthcare.

We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. **We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.**

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

A handwritten signature in cursive script that reads "Jim R. Benecki".

Jim Benecki  
CT Product Region Modality Leader, Carolinas

Letter from GE  
attesting old  
equipment will not be  
used in NC without  
proper CON



GE Healthcare

3000 North Grandview Blvd  
Waukesha, WI 53188  
U.S.A.

October 19, 2017

Director of Radiology  
Malcom Hinton  
Wayne Memorial Hospital  
2700 Wayne Memorial Drive  
Goldsboro, NC 27534

**RE: Removal of existing CT assets GE LightSpeed 16 (system ID # 919731CT16) from State of NC**

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. **Wayne Memorial Hospital** is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing **GE LightSpeed 16** (system ID # 919731CT16) Scanner as part of your upcoming GE Revolution EVO CT purchase.

Wayne Memorial Hospital will be responsible for the cost of any scan room construction/renovation, clearing the rig path, rigging costs, and opening the scan room access panel unless otherwise agreed to by GE Healthcare.

We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. **We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.**

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

A handwritten signature in cursive script that reads "Jim R. Benecki".

Jim Benecki  
CT Product Region Modality Leader, Carolinas



QUOTE for CT Scan



GE Healthcare

Date: 06-23-2017
Quote #: PR4-C77697
Version #: 4

Wayne Memorial Hospital Inc
2700 Wayne Memorial Dr
Goldsboro NC 27534-9494

Attn: Malcolm Hinton
2700 Wayne Memorial Dr Goldsboro
NC 27534-9494

Customer Number : 1-231054
Quotation Expiration Date: 06-28-2017

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: \$372,101.65

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 duty 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
Kimberly Allen 06-23-2017
Signature Date
Vaso Healthcare - Authorized Manufacturer Rep
Email: Kimberly.Allen@ge.com
Office: +1 704 983 2170
Mobile: 704-577-2484



GE Healthcare

Date: 06-23-2017  
Quote #: PR4-C77697  
Version #: 4

<b>Total Quote Selling Price</b>	<b>\$467,101.65</b>
Trade-In and Other Credits	\$95,000.00
	-----
<b>Total Quote Net Selling Price</b>	<b>\$372,101.65</b>

**To Accept this Quotation**  
Please sign and return this Quotation together with your Purchase Order To:  
**Kimberly Allen**  
Office: +1 704 983 2170  
Mobile: 704-577-2484  
Email: Kimberly.Allen@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:  
Quote #:  
Version #:

06-23-2017  
PR4-C77697  
4

Item No.	Qty	Catalog No.	Description	Ext Sell Price
	<b>1</b>		<b>Revolution EVO**</b>	
1	1	S7880EX	<p>Revolution EVO System - EX configuration</p> <p>Today's healthcare environment is about creating new solutions to pressing needs. It's about understanding how one CT exam can improve patient outcomes while lowering the cost of providing care. Revolution EVO is designed with the purpose of operating in this new reality, while anticipating the challenges of tomorrow. It's designed to support the widest variety of patients and applications, from complex trauma or cardiac cases, to large patient backlogs in busy emergency departments that strain workflows and resources. The design of Revolution EVO is made for institutions that are unable to sacrifice advanced capabilities such as high resolution for daily productivity. It is well suited for those who need to provide the lowest dose possible. And it provides options to expand your referral physician base and the services you provide to your community.</p> <p>Revolution EVO is the next generation Volume CT with compact design and advanced technologies including Clarity Imaging system delivering up to 0.28mm of spatial resolution enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering vastly improved image quality across the entire body enables you to broaden your clinical applications and potentially improve treatment paths for diverse patient needs. Diagnostic images at the right dose add up to great care. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.</p> <p>Often the only thing you can predict about your workday is how unpredictable it will be. Revolution EVO is designed to help you manage this unpredictability - quickly and compassionately. Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently.</p>	\$438,840.00



Item No.	Qty	Catalog No.	Description	Ext Sell Price
----------	-----	-------------	-------------	----------------

Revolution EVO is designed to help you compete in your market by helping to manage the health of your patient population today with precision, efficiency and the right dose. ASiR-V low-dose capabilities make it ideal for pediatric scans, oncology and chronic disease follow-up. At the same time, Revolution EVO can give you the flexibility to expand your services to the fastest growing procedures like advanced coronary CCTA and TAVI planning.

Revolution EVO is designed for you  
Clarity Imaging Chain

Completely redesigned imaging chain resulting in the best spatial resolution in its class. Including wide coverage of 40 mm and high resolution so that you can see details as small as just 0.28 mm. Clarity's patented design integrates the data acquisition system directly with the photo diode reducing the size of this integrated system by 75%, improving signal to noise by 44% and power consumption by 50% compared to previous systems. The Performix 40 Plus tube delivers exceptional performance. The new liquid bearing and dual focal spot design improves precision and up to 0.35 second routine rotation enables faster scan times. This may allow for shorter breath holds, may reduce the need for sedation and reduce patient motion artifacts.

Clarity Imaging Chain provides the following:

- 40 mm of coverage
- Cable free between ASIC and Diode, and has a capability to reduce electric noise.
- Generation, up to 90% less heat compared with previous GE technology
- Improved signal to noise up up 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts.
- Performix40\* Plus X-ray tube provides less focus movement.
- Using the 0.35sec rotation speed and higher pitch, a full-body trauma scan of 1000 mm can be acquired in as little as 6 seconds.

ASiR iterative reconstruction technology may enable reduction in



Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<p>pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required.</p> <p>ASiR iterative reconstruction technology also may enable improvement in low contrast detectability(**)</p> <p>(**) 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.</p> <p>ASiR-V optional</p> <p>Smart Technologies</p> <p>Smart Dose</p> <p>Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Includes dose management tools such as organ dose modulation,</p> <p>Organ dose modulation</p> <p>Organ Dose modulation provides reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes.</p> <p>Revolution EVO is compliant with the NEMA XR 25, and XR 29 standards.</p> <p>Including: Dose Check, DICOM Structured dose reporting. Adult and Pediatric reference protocols</p> <p>Dose Check - Patient pre-scanning monitoring and alerts.</p> <p>Receive notifications and alerts if your predetermined dose levels will be exceeded. You can correct and confirm the right settings before scanning to avoid unnecessary radiation dose to your patient. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).</p> <p>Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.</p> <p>DICOM Structured Dose Report generates a CT Dose Report,</p>	



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			<p>which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system.</p> <p>3D mA Modulation utilizing SmartmA and Auto mA, 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small. During the patient scan, in real-time, these automatic exposure controls, modulate dose in 3D helping you deliver consistent image quality because it automatically accounts for the changing dimensions of your patient’s anatomy. 3D mA modulation acquisitions may reduce dose compared with fixed mA acquisitions. Auto mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.</p> <p>Dynamic Z-axis tracking</p> <p>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 radiation.</p> <p>DoseWatch Explorer*§ Web based dose management solutions. Analyze, identify, and optimize patient dose. Track and monitor patients’ cumulative radiation dose over time and take steps to prevent excessive radiation dose.</p> <p>- 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. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty.</p> <p>Smart Flow</p> <p>Designed to help you improve productivity and patient experience by streamlining your workflow and access to information.</p> <p>Smart Flow technologies:</p> <p>Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE</p>	



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			<p>technology.</p> <p>Xtream Display is a multi-purpose touch LCD screen on the Revolution EVO gantry. .Xtream Display can show the user basic patient information as well as enable advanced capability of One Stop ED mode and instructional or distraction videos. The user can confirm patient information in the scan room, improving workflow improvement with preset positioning (Default Patient positioning) on gantry display.</p> <p>Fast, hands-free patient positioning</p> <p>Xtream Display provides workflow improvement with preset positioning (Default Patient Positioning) on the gantry display. Default Patient Positioning provides user friendly positioning. After patient is positioned on the table, the operator touches the selects the anatomical reference on the Xtream Display. The table is transferred to that anatomical reference simply by the foot pedal has been pressed by the user.</p> <p>One stop scanning mode - Exam prescription from the patient's side,</p> <p>Revolution EVO's exceptional one stop scanning mode provides a streamlined workflow on the Xtream Display. From the Xtream display at the gantry the user can: 1. select the patient from the worklist, 2, Select the appropriate protocol, 3, Confirm the firm the 1st within the selected protocol. All without having to leave the patients side.</p> <p>Image Check - Real-time reconstruction during the scan:</p> <p>With Image Check, up to 55 images are reconstructed and available per second. Reconstructing images in real time helps you focus solely on the well being and diagnosis of your patient.</p> <p>Instructional or Distraction videos</p> <p>Instructional videos are to assist the user in explaining the CT examination to patients. This is very useful when the user and patient do not speak the same language. Distraction videos are for young patient to help keep them distracted during exam prep and scanning.</p> <p>Additional the Movie Change feature allows you to upload your own video</p> <p>10 PMRs</p>	





Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<p>For trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.</p> <p>Protocol management</p> <p>GE's protocol management is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back Axial or helical scans of the same anatomy at two different X-ray energies (kVps). To further improve registration accuracy, patient immobilization may be utilized. The additionally acquired dual energy data can be post-processed on console or AW workstation using Add/Sub function to gain additional clinical information.</p> <p>Access to advanced applications right on the console.</p> <p>Smart IQ</p> <p>IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec..</p> <p>Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.</p> <p>Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.</p> <p>Scan mode: Helical</p> <ul style="list-style-type: none"> <li>• Helical Scan Speeds: Full 360° rotational scans: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second</li> <li>• Helical Pitch (nominal): 0.516 to 1.531</li> <li>• Cardiac Pitch: 0.16 to 0.325 (with cardiac option)</li> <li>• Selectable kV: 80, 100, 120, 140</li> <li>• Selectable mA: 10 to 560, 5mA increments</li> <li>• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus</li> </ul>	



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			<p>Scan Mode: Axial &amp; Cine</p> <ul style="list-style-type: none"> <li>• Scan Speeds: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition).</li> <li>• Selectable kV: 80, 100, 120, 140</li> <li>• Selectable mA: 10 to 560, 5mA increments</li> <li>• Scan Plane Geometry: ± 30° gantry tilt, 0.5° increments</li> <li>• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus</li> </ul> <p>System Components:</p> <p>Gantry Advanced slip ring design continuously rotates the generator, Performix*40 Plus, Clarity detector and data acquisition system around the patient.</p> <p>Aperture: 70 cm</p> <p>Maximum SFOV: 50 cm</p> <p>Tilt: +/- 30 degrees, speed 1 degree/sec</p> <p>Multi-purpose LCD touch screen display with workflow features</p> <p>Integrated start scan button with countdown timer to indicate when x-ray will turn on.</p> <p>X-ray Tube: Performix*40 Plus liquid metal bearing tube unit offers an optimized design for exams requiring a number of scans without tube cooling.</p> <ul style="list-style-type: none"> <li>• Performix*40 Plus with 7.0MHU of storage and capability of 72 kw operation provides increased helical performance with greater patient throughput</li> <li>• 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 for optimizing patient dose.</li> <li>• Heat storage capacity: 7.0MHU(Performix*40 Plus)</li> <li>• Dual Focal Spots:             <ul style="list-style-type: none"> <li>o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)</li> <li>o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)</li> </ul> </li> </ul> <p>High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.</p> <p>72kW system</p>	



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			<ul style="list-style-type: none"> <li>• kV: 80, 100, 120, 140</li> <li>• Max Power (Hardware): 72kW</li> <li>• mA: 10 to 560mA, 5mA increments (600 mA with cardiac option)</li> </ul> <p>Clarity Hilight Detector: 64 slice system 40 mm Clarity Hilight Detector system is comprised of 54,272 individual elements with 64 rows of 0.625mm thickness at isocenter. All data is acquired as thin slice at 0.625mm with the ability of thicker slices from image reconstruction or processing. 98% absorption efficiency.</p> <p>Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance.</p> <ul style="list-style-type: none"> <li>• 2,460 Hz maximum sample rate.</li> <li>• 861 - 1968 views per rotation.</li> </ul> <p>Revolution EVO computer system:</p> <ul style="list-style-type: none"> <li>• 2,100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 channel mode or up to 1,500 scan data files, or up to 300 exams.</li> <li>• Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matrix</li> </ul> <p>Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes.</p> <p>General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.</p> <p>Asterisk*: Trademark of General Electric Company</p>	
2	1	B7590EN	<p>English Keyboard Kit</p> <p>English Keyboard Kit</p>	Incl.



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Item No.	Qty	Catalog No.	Description	Ext Sell Price
3	1	B7660MR	CT Standard cable set System standard cable set	Incl.
4	1	B7880AC	VT2000 TABLE  The CT system 2000 table enables volume scanning. Key features of the VT 2000 table include: 500 lb weight capacity, 2000 mm scannable range, 175 mm/sec travel time, real-time position control to support advanced application such as SnapShot Pulse, VolumeShuttle, and Volume Helical Shuttle.	\$4,240.00
5	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use  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. <sup>ii</sup>  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:	Incl.



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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 HD, Revolution CT.  
 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/RecommendationStatementFin>

6	1	B78552CA	CT Operator Console Desk	\$460.00
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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.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

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.

7	1	B77292CA	CT Service Cabinet	Incl.
			Service cabinet for system accessories storage	

8	1	E4502AB	90 Amp Main Disconnect Panel for CT	\$6,433.65
			The 90Amp CT system main disconnect panel (MDP) serves as the main facility power disconnect	



Item No.	Qty	Catalog No.	Description	Ext Sell Price
9	1	E8016AN	<p>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> <ul style="list-style-type: none"> <li>o 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)</li> <li>o 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</li> <li>o Designed and tested for GEHC CT products</li> </ul> <p>Specifications:</p> <ul style="list-style-type: none"> <li>o Automatic restart incorporates an adjustable time delay to delay main power until the power has stabilized for 5 seconds</li> <li>o One flush wall mounted remote emergency off pushbutton furnished with each system</li> <li>o UL, cUL and CE labeled</li> </ul>	\$352.00
			<p>CT Table Slicker with Cushion - 2000 Systems (2-pc Set)</p> <p>CT Table Slicker with Cushion - 2000 Systems (2 Piece Set)</p> <p>FEATURES/BENEFITS</p>	



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Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none"> <li>Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover</li> <li>Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids</li> <li>Increase system uptime by protecting table from spills and particulate contaminants</li> <li>Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas</li> </ul>	
			COMPATIBILITY	
			<ul style="list-style-type: none"> <li>VCT with GT 2000 Table, CT HD750</li> </ul>	
10	1	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set) CT Table Slicker with Cushion - 1700 Systems (2 Piece Set)	\$336.00
			FEATURES/BENEFITS	
			<ul style="list-style-type: none"> <li>Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover</li> <li>Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids</li> <li>Increase system uptime by protecting table from spills and particulate contaminants</li> <li>Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas</li> </ul>	
			COMPATIBILITY	
			<ul style="list-style-type: none"> <li>VCT with GT 1700 Table, CT HD750</li> </ul>	
11	1	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems CT Footswitch Slicker - 2000 & 1700 Systems 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	\$40.00
12	1	W0113CT	TiP CT Basic Training 6 Days Onsite 10 Hours TVA	\$16,400.00



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TiP CT Basic Training 6 Days Onsite 10 Hours TVA  
 TiP Applications CT Basic Training for LightSpeed, LightSpeed VCT and BrightSpeed Systems includes:

- 6 onsite days covered in two site visits
- 10 hrs. TVA

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.

13	1	R23053AC	Standard Service License	Incl.
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GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

**Quote Summary:**

<b>Total List Price:</b>	<b>\$1,070,879.00</b>
<b>Total Extended Selling Price:</b>	<b>\$467,101.65</b>
<b>BrightSpeed CT Trade In</b>	<b>(\$95,000.00)</b>
<b>Total Quote Net Selling Price</b>	<b>\$372,101.65</b>

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





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## Options

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

Item No.	Qty	Catalog No.	Description	Discount	Ext Sell Price	
14	1	E4502KY	<p>10 KVA Partial UPS for CT LightSpeed and LightSpeed PRO</p> <p>The 10 KVA Partial UPS has been specifically designed to coordinate with GE Healthcare CT and PET/CT scanners. In the event of a power outage, a partial system UPS provides continuous backup power to the scanner host and control computers, thus assuring no loss of usable scan data.</p> <ul style="list-style-type: none"> <li>• Critical circuits in the gantry and table remain powered which facilitate the safe of the patient from the scanner.</li> <li>• If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system.</li> <li>• When longer power outages are anticipated, the UPS provides time for the operator to to complete an orderly shutdown of the system software.</li> <li>• Maintains system electronics and allows critical scanner operations to continue for 10 minutes (typical) after loss of power</li> <li>• Protects electronics from under voltage, brownouts, line sags, over voltage and transients</li> </ul>	15.00%	\$20,100.80	X_____



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Item No.	Qty	Catalog No.	Description	Discount	Ext Sell Price
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- Dimensions (H x W x D): 32.7" x 12" x 32"
- Weight: 350 lbs.
- Output Frequency: 50 or 60 Hz, auto-sensing

NOTES:

- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMER'S RESPONSIBILITY
- INSTALLATION AND RIGGING IS NOT INCLUDED
- CONTACT GE SERVICE FOR START-UP ASSISTANCE

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



## GE Healthcare Terms & Conditions

with Positron Emission Tomography and Computed Tomography Additional Terms & Conditions

**1. Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

**2. Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

**3. Software License.** Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

### **4. Commercial Logistics.**

#### **4.1. Order Cancellation and Modifications.**

**4.1.1. Cancellation.** If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

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

**4.2. Site Preparation.** Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

**4.3. Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

**4.4. Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and

interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS"). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT Products.

#### 4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

#### 5. Security Interest and Payment.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

8. CT Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "Uptime Commitment" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left( \frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the CT Equipment. "Downtime" is the number of hours during which the CT Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the CT Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the CT Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

## 9. General Terms.

9.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

9.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

## 10. Compliance.

10.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

10.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

10.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

10.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

## 11. **Disputes, Liability and Indemnity.**

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) 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.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

12. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.



## 1. Warranty.

1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are in GE Healthcare's catalog and at [www.gehealthcare.com](http://www.gehealthcare.com).

1.6. **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. **Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. **Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; (viii) Products immersed in liquid; and (ix) consumable/replaceable items.

## 4. Exceptions to Standard Warranty.

**DoseWatch Explore:** DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

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

**Cyclotron and Radiopharmacy:** Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) 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 shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

**Proteus XR/a, Definium and Precision 500D X-Ray Systems:** Warranty does not cover collimator bulbs

**MX150 Vascular and Performix 160A (MX160) Tubes:** 3 years

**X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes:** 6 months

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

**Bone Mineral Densitometry:** Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

**GE OEC New or Exchange Service/Maintenance Parts:** 3 months

**GE OEC Refurbished C-Arms:** 1 year after installation

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**Vivid T8:** 3 years, includes TEE probes purchased with the Vivid T8

**Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i:** Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

**LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them:** 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

**Vscan:** 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

**Ultrasound Partial System Equipment Upgrades:** 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

**Batteries:** 3 months, except for x-ray nickel cadmium or lead acid batteries and Vscan batteries, which are warranted for 1 year

**CARESCAPE Monitors B450, B650 and B850:** 3 years parts, 1 year labor (excluding displays, which are standard)

**B40 Monitors:** 2 years parts, 1 year labor (excluding displays, which are standard)

**MAC 800, 1200, 1600, 2000 and 3500:** 3 years

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**Exergen:** 4 years

**Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed:** 7 year parts warranty on heater coil

**Microenvironment and Phototherapy consumable components:** 1 month

**Corometrics® Fetal Monitoring:** Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Oximeters:** 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

**Anesthesia Monitor Mounting Solutions:** If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

**Tec 7 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years



QUOTE for CT Scan



GE Healthcare

Date: 06-23-2017  
Quote #: PR12-C65878  
Version #: 28

Wayne Memorial Hospital Inc  
2700 Wayne Memorial Dr  
Goldsboro NC 27534-9494

Attn: Malcolm Hinton  
2700 Wayne Memorial Dr Goldsboro  
NC 27534-9494

Customer Number : 1-231054  
Quotation Expiration Date: 06-30-2017

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:	\$407,427.20

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 duty 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  
 Kimberly Allen    06-23-2017

\_\_\_\_\_  
 Signature    Date

Vaso Healthcare - Authorized Manufacturer Rep

Email: Kimberly.Allen@ge.com  
 Office: +1 704 983 2170  
 Mobile: 704-577-2484



GE Healthcare

Date: 06-23-2017  
Quote #: PR12-C65878  
Version #: 28

Total Quote Selling Price	<b>\$495,427.20</b>
Trade-In and Other Credits	<b>\$88,000.00</b>
	-----
<b>Total Quote Net Selling Price</b>	<b>\$407,427.20</b>

**To Accept this Quotation**  
Please sign and return this Quotation together with your Purchase Order To:  
**Kimberly Allen**  
Office: +1 704 983 2170  
Mobile: 704-577-2484  
Email: Kimberly.Allen@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)."



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	1		<b>Revolution EVO**</b>	
1	1	S7880EX	<p>Revolution EVO System - EX configuration</p> <p>Today's healthcare environment is about creating new solutions to pressing needs. It's about understanding how one CT exam can improve patient outcomes while lowering the cost of providing care. Revolution EVO is designed with the purpose of operating in this new reality, while anticipating the challenges of tomorrow. It's designed to support the widest variety of patients and applications, from complex trauma or cardiac cases, to large patient backlogs in busy emergency departments that strain workflows and resources. The design of Revolution EVO is made for institutions that are unable to sacrifice advanced capabilities such as high resolution for daily productivity. It is well suited for those who need to provide the lowest dose possible. And it provides options to expand your referral physician base and the services you provide to your community.</p> <p>Revolution EVO is the next generation Volume CT with compact design and advanced technologies including Clarity Imaging system delivering up to 0.28mm of spatial resolution enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering vastly improved image quality across the entire body enables you to broaden your clinical applications and potentially improve treatment paths for diverse patient needs. Diagnostic images at the right dose add up to great care. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.</p> <p>Often the only thing you can predict about your workday is how unpredictable it will be. Revolution EVO is designed to help you manage this unpredictability - quickly and compassionately. Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently.</p>	\$438,840.00



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Revolution EVO is designed to help you compete in your market by helping to manage the health of your patient population today with precision, efficiency and the right dose. ASiR-V low-dose capabilities make it ideal for pediatric scans, oncology and chronic disease follow-up. At the same time, Revolution EVO can give you the flexibility to expand your services to the fastest growing procedures like advanced coronary CCTA and TAVI planning.

Revolution EVO is designed for you  
Clarity Imaging Chain

Completely redesigned imaging chain resulting in the best spatial resolution in its class. Including wide coverage of 40 mm and high resolution so that you can see details as small as just 0.28 mm. Clarity's patented design integrates the data acquisition system directly with the photo diode reducing the size of this integrated system by 75%, improving signal to noise by 44% and power consumption by 50% compared to previous systems. The Performix 40 Plus tube delivers exceptional performance. The new liquid bearing and dual focal spot design improves precision and up to 0.35 second routine rotation enables faster scan times. This may allow for shorter breath holds, may reduce the need for sedation and reduce patient motion artifacts.

Clarity Imaging Chain provides the following:

- 40 mm of coverage
- Cable free between ASIC and Diode, and has a capability to reduce electric noise.
- Generation, up to 90% less heat compared with previous GE technology
- Improved signal to noise up up 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts.
- Performix40\* Plus X-ray tube provides less focus movement.
- Using the 0.35sec rotation speed and higher pitch, a full-body trauma scan of 1000 mm can be acquired in as little as 6 seconds.

ASiR iterative reconstruction technology may enable reduction in



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			<p>pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required.</p> <p>ASiR iterative reconstruction technology also may enable improvement in low contrast detectability(**)</p> <p>(**) 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.</p> <p>ASiR-V optional Smart Technologies Smart Dose</p> <p>Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Includes dose management tools such as organ dose modulation,</p> <p>Organ dose modulation</p> <p>Organ Dose modulation provides reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes.</p> <p>Revolution EVO is compliant with the NEMA XR 25, and XR 29 standards.</p> <p>Including: Dose Check, DICOM Structured dose reporting. Adult and Pediatric reference protocols</p> <p>Dose Check - Patient pre-scanning monitoring and alerts.</p> <p>Receive notifications and alerts if your predetermined dose levels will be exceeded. You can correct and confirm the right settings before scanning to avoid unnecessary radiation dose to your patient. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).</p> <p>Dose Reporting: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.</p> <p>DICOM Structured Dose Report generates a CT Dose Report,</p>	



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			<p>which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system.</p> <p>3D mA Modulation utilizing SmartmA and AutomA, 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small. During the patient scan, in real-time, these automatic exposure controls, modulate dose in 3D helping you deliver consistent image quality because it automatically accounts for the changing dimensions of your patient's anatomy. 3D mA modulation acquisitions may reduce dose compared with fixed mA acquisitions. Auto mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.</p> <p>Dynamic Z-axis tracking 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 radiation.</p> <p>DoseWatch Explorer*§ Web based dose management solutions. Analyze, identify, and optimize patient dose. Track and monitor patients' cumulative radiation dose over time and take steps to prevent excessive radiation dose. - 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. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period of time concurrent with the system warranty.</p> <p>Smart Flow Designed to help you improve productivity and patient experience by streamlining your workflow and access to information.</p> <p>Smart Flow technologies: Silent design of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE</p>	



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technology.

Xtream Display is a multi-purpose touch LCD screen on the Revolution EVO gantry. .Xtream Display can show the user basic patient information as well as enable advanced capability of One Stop ED mode and instructional or distraction videos. The user can confirm patient information in the scan room, improving workflow improvement with preset positioning (Default Patient positioning) on gantry display.

Fast, hands-free patient positioning

Xtream Display provides workflow improvement with preset positioning (Default Patient Positioning) on the gantry display. Default Patient Positioning provides user friendly positioning. After patient is positioned on the table, the operator touches the selects the anatomical reference on the Xtream Display. The table is transferred to that anatomical reference simply by the foot pedal has been pressed by the user.

One stop scanning mode - Exam prescription from the patient's side,

Revolution EVO's exceptional one stop scanning mode provides a streamlined workflow on the Xtream Display. From the Xtream display at the gantry the user can: 1. select the patient from the worklist, 2, Select the appropriate protocol, 3, Confirm the firm the 1st within the selected protocol. All without having to leave the patients side.

Image Check - Real-time reconstruction during the scan:

With Image Check, up to 55 images are reconstructed and available per second. Reconstructing images in real time helps you focus solely on the well being and diagnosis of your patient.

Instructional or Distraction videos

Instructional videos are to assist the user in explaining the CI examination to patients. This is very useful when the user and patient do not speak the same language. Distraction videos are for young patient to help keep them distracted during exam prep and scanning.

Additional the Movie Change feature allows you to upload your own video

10 PMRs





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For trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.  
Protocol management

GE's protocol management is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back Axial or helical scans of the same anatomy at two different X-ray energies (kVps). To further improve registration accuracy, patient immobilization may be utilized. The additionally acquired dual energy data can be post-processed on console or AW workstation using Add/Sub function to gain additional clinical information.

Access to advanced applications right on the console.

Smart IQ

IQ Enhance pitch booster - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec..

Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.

Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.

Scan mode: Helical

- Helical Scan Speeds: Full 360° rotational scans: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 second
- Helical Pitch (nominal): 0.516 to 1.531
- Cardiac Pitch: 0.16 to 0.325 (with cardiac option)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 560, 5mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus



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			<p>Scan Mode: Axial &amp; Cine</p> <ul style="list-style-type: none"> <li>• Scan Speeds: 0.4, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition).</li> <li>• Selectable kV: 80, 100, 120, 140</li> <li>• Selectable mA: 10 to 560, 5mA increments</li> <li>• Scan Plane Geometry: ± 30° gantry tilt, 0.5° increments</li> <li>• Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus</li> </ul> <p>System Components:</p> <p>Gantry Advanced slip ring design continuously rotates the generator, Performix*40 Plus, Clarity detector and data acquisition system around the patient.</p> <p>Aperture: 70 cm</p> <p>Maximum SFOV: 50 cm</p> <p>Tilt: +/- 30 degrees, speed 1 degree/sec</p> <p>Multi-purpose LCD touch screen display with workflow features</p> <p>Integrated start scan button with countdown timer to indicate when x-ray will turn on.</p> <p>X-ray Tube: Performix*40 Plus liquid metal bearing tube unit offers an optimized design for exams requiring a number of scans without tube cooling.</p> <ul style="list-style-type: none"> <li>• Performix*40 Plus with 7.0MHU of storage and capability of 72 kw operation provides increased helical performance with greater patient throughput</li> <li>• 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 for optimizing patient dose.</li> <li>• Heat storage capacity: 7.0MHU(Performix*40 Plus)</li> <li>• Dual Focal Spots: <ul style="list-style-type: none"> <li>o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)</li> <li>o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)</li> </ul> </li> </ul> <p>High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.</p> <p>72kW system</p>	



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			<ul style="list-style-type: none"> <li>• kV: 80, 100, 120, 140</li> <li>• Max Power (Hardware): 72kW</li> <li>• mA: 10 to 560mA, 5mA increments (600 mA with cardiac option)</li> </ul> Clarity Hilight Detector: 64 slice system 40 mm Clarity Hilight Detector system is comprised of 54,272 individual elements with 64 rows of 0.625mm thickness at isocenter. All data is acquired as thin slice at 0.625mm with the ability of thicker slices from image reconstruction or processing. 98% absorption efficiency. Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance. <ul style="list-style-type: none"> <li>• 2,460 Hz maximum sample rate.</li> <li>• 861 - 1968 views per rotation.</li> </ul> Revolution EVO computer system: <ul style="list-style-type: none"> <li>• 2,100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 channel mode or up to 1,500 scan data files, or up to 300 exams.</li> <li>• Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matrix</li> </ul> Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. Asterisk*: Trademark of General Electric Company	
2	1	B7590EN	English Keyboard Kit English Keyboard Kit	Incl



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Item No.	Qty	Catalog No.	Description	Ext Sell Price
3	1	B7660MR	CT Standard cable set System standard cable set	Incl.
4	1	B7880AD	VT2000X TABLE The VT 2000x High Capacity Table enables volume scanning with increased weight capacity. Key features of the VT2000x table include: <ul style="list-style-type: none"> <li>• up to 675 lb. (306kg) weight capacity</li> <li>• 2000mm scannable range</li> <li>• 175 mm/sec travel time Real-time position control to support advanced application such as SnapShot Pulse, VolumeShuttle, and Volume Helical Shuttle.</li> </ul>	\$21,200.00
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.	\$15,180.00
6	1	B7900LC	Low Dose CT Lung Screening Option with Indication For Use 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,	Incl.



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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.<sup>ii</sup>

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 HD, Revolution CT.

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	B78552CA	CT Operator Console Desk  The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek	\$460.00
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			<p>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	B77292CA	<p>CT Service Cabinet</p> <p>Service cabinet for system accessories storage</p>	Incl.
9	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> <p>o 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)</p>	\$6,055.20



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			<ul style="list-style-type: none"> <li>o 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</li> <li>o Designed and tested for GEHC CT products</li> </ul> <p>Specifications:</p> <ul style="list-style-type: none"> <li>o Automatic restart incorporates an adjustable time delay to delay main power until the power has stabilized for 5 seconds</li> <li>o One flush wall mounted remote emergency off pushbutton furnished with each system</li> <li>o UL, cUL and CE labeled</li> </ul>	
10	1	E8016AN	<p>CT Table Slicker with Cushion - 2000 Systems (2-pc Set)</p> <p>CT Table Slicker with Cushion - 2000 Systems (2 Piece Set)</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>• Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover</li> <li>• Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids</li> <li>• Increase system uptime by protecting table from spills and particulate contaminants</li> <li>• Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas</li> </ul> <p>COMPATIBILITY</p> <ul style="list-style-type: none"> <li>• VCT with GT 2000 Table, CT HD750</li> </ul>	\$352.00
11	1	E8016BA	<p>CT Footswitch Slicker - 2000 &amp; 1700 Systems</p> <p>CT Footswitch Slicker - 2000 &amp; 1700 Systems</p> <p>The footswitch slicker for CT VCT 2000 and 1700 systems is made</p>	\$40.00



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			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	
12	1	W0100CT	<p>6 Day CT TiP Onsite System Training</p> <p>6 Day CT TiP Onsite System Training</p> <p>CT Onsite Training for a new CT system</p> <ul style="list-style-type: none"> <li>• One 4 day onsite visit to coincide with system start-up.</li> <li>• One 2 day onsite follow-up visit 6-8 weeks post system start up.</li> </ul> <p>During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures.</p> <p>The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$13,300.00
13	1	R23053AC	<p>Standard Service License</p> <p>GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is</p>	Incl.





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included at no charge for the warranty period.

**Quote Summary:**

**Total Extended Selling Price:** \$495,427.20

**LightSpeed 16 Trade In**

**Total Quote Net Selling Price** \$407,427.20

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



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### Options

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

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14	1	B7880MR	<p>Smart MAR option</p> <p>MAR (Metal Artifact Reduction) software MAR helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.</p> <p>The clarity of MAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.</p> <p>MAR offers: Exceptional image quality. MAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.</p> <p>Streamlined workflow. MAR requires only one scan, making the process of obtaining a corrected image fast and efficient.</p> <p>Dose conscious. MAR requires only one acquisition.</p> <p>Patient comfort. The efficient, single-scan process helps to reduce patient time inside the scanner.</p> <p>Versatility. MAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and</p>	\$27,000.00

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other metal objects.

15	1	E4502KY	10 KVA Partial UPS for CT LightSpeed and LightSpeed PRO	\$20,100.80	X_____
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The 10 KVA Partial UPS has been specifically designed to coordinate with GE Healthcare CT and PET/CT scanners. In the event of a power outage, a partial system UPS provides continuous backup power to the scanner host and control computers, thus assuring no loss of usable scan data.

- Critical circuits in the gantry and table remain powered which facilitate the safe of the patient from the scanner.
- If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system.
- When longer power outages are anticipated, the UPS provides time for the operator to to complete an orderly shutdown of the system software.
- Maintains system electronics and allows critical scanner operations to continue for 10 minutes (typical) after loss of power
- Protects electronics from under voltage, brownouts, line sags, over voltage and transients
- Dimensions (H x W x D): 32.7" x 12" x 32"
- Weight: 350 lbs.
- Output Frequency: 50 or 60 Hz, auto-sensing

NOTES:

- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMER'S RESPONSIBILITY



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- INSTALLATION AND RIGGING IS NOT INCLUDED
- CONTACT GE SERVICE FOR START-UP ASSISTANCE

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



## GE Healthcare Terms & Conditions with Positron Emission Tomography and Computed Tomography Additional Terms & Conditions

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. **Term and Termination.** Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. **Software License.** Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

#### 4. **Commercial Logistics.**

##### 4.1 **Order Cancellation and Modifications.**

4.1.1 **Cancellation.** If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

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

4.2. **Site Preparation.** Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

4.4. **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and

interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

4.5. Information Technology Professional Services ("ITPS") ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes applications training, project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare IT Products.

#### 4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2. Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

#### 5. Security Interest and Payment.

5.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE Healthcare's security interest.

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

5.5. Lease. If Customer leases a Product, it continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. Positron Emission Tomography ("PET") and Computed Tomography ("CT"). Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

8. CT Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the CT Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the CT Equipment. The "Uptime Commitment" for CT Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

<u>% Less than Uptime Commitment</u>	<u>Warranty Extension</u>
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

Uptime is calculated as follows:

$$\left( \frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) - (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the CT Equipment. "Downtime" is the number of hours during which the CT Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the CT Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the CT Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

## 9. General Terms.

9.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2. Governing Law. The law of the State where the Product is installed or the Service is provided will govern this Agreement.

9.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

9.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5. Waiver, Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

## 10. Compliance.

10.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

10.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

10.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

10.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

10.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

10.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

10.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

10.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

10.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

10.1. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

## 11. Disputes, Liability and Indemnity.

11.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

11.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. THE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

11.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

11.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) 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.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

12. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.





## 1. Warranty.

**1.1 Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

**1.2 Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

**1.3 Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

**1.4 Used Equipment.** Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

**1.5 Accessories and Supplies.** Warranties for accessories and supplies are in GE Healthcare's catalog and at [www.gehealthcare.com](http://www.gehealthcare.com).

**1.6 Third Party Product.** Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

**2. Remedies.** If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

**3. Limitations.** GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; (viii) Products immersed in liquid; and (ix) consumable/replaceable items.

## 4. Exceptions to Standard Warranty.

**DoseWatch Explore:** DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

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

**Cyclotron and Radiopharmacy:** Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) 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 shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

**Proteus XR/a, Definium and Precision 500D X-Ray Systems:** Warranty does not cover collimator bulbs

**MX150 Vascular and Performix 160A (MX160) Tubes:** 3 years

**X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes:** 6 months

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

**Bone Mineral Densitometry:** Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

**GE OEC New or Exchange Service/Maintenance Parts:** 3 months

**GE OEC Refurbished C-Arms:** 1 year after installation

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**Vivid T8:** 3 years, includes TEE probes purchased with the Vivid T8

**Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i:** Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

**LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them:** 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

**Vscan:** 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

**Ultrasound Partial System Equipment Upgrades:** 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

**Batteries:** 3 months, except for x-ray nickel cadmium or lead acid batteries and Vscan batteries, which are warranted for 1 year

**CARESCAPE Monitors B450, B650 and B850:** 3 years parts, 1 year labor (excluding displays, which are standard)

**B40 Monitors:** 2 years parts, 1 year labor (excluding displays, which are standard)

**MAC 800, 1200, 1600, 2000 and 3500:** 3 years

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**Exergon:** 4 years

**Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed:** 7 year parts warranty on heater cal rod

**Microenvironment and Phototherapy consumable components:** 1 month

**Corometrics® Fetal Monitoring:** Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Oximeters:** 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

**Anesthesia Monitor Mounting Solutions:** If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

**Tec 7 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years