NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

June 5, 2019

Eddie Beard
810 Fairgrove Church Road SE
Hickory, NC 28602

Exempt from Review – Replacement Equipment

Record #:	**2962**
Facility Name:	Catawba Valley Medical Center
FID #:	933080
Business Name:	County of Catawba
Business #:	2949
Project Description:	Replace interventional radiology equipment
County:	Catawba

Dear Mr. Beard:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of May 28, 2019, 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 acquire without a certificate of need the GE Discovery IGS 740 interventional radiology system to replace the Siemens Axiom Artis DTA interventional radiology system. 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, Radiation Protection and Acute and Home Care Licensure and Certification 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,

Ena Lightbourne
Project Analyst

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

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR

Routing Slip for
No Reviews, Exemptions, Material Compliance, Declaratory Rulings, Notice of Intent to Withdraw, Withdrawals and Penalties

Analyst: Ena Lightbourne

Team Leader: Gloria C. Hale

Type:

No Review	Exemption
Notice of Intent to Withdraw	Withdrawal
Material Compliance	Material Compliance – Transfer for Good Cause
Penalty	Declaratory Ruling

Record # (No Reviews and Exemptions): 2962

Facility: Catawba Valley Medical Center

FID #: 933080

Project ID #:

Business: County of Catawba

Business ID #: 2949

Date Request Received by Section: 5/28/2019

Date 1st submitted to Team Leader: 6/3/2019

Returned to Analyst? Yes Minor? No Date 6/3/19

Date 1st submitted to Assistant Chief:

Returned to Team Leader? Yes No Date

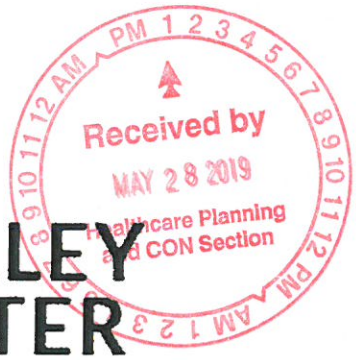
Returned to Analyst? Yes No Date

Date 1st submitted to Chief 6/4/19

Returned to Analyst? Yes Signature? Redating? No Date

Once the letter is mailed, please give the completed routing slip to the analyst's Team Leader.
Thanks

IR
II



CATAWBA VALLEY MEDICAL CENTER

May 28, 2019

Ms. Martha Frisone
Chief, Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603

RE: Equipment Replacement at Catawba Valley Medical Center/Catawba County

Dear Ms. Frisone:

Catawba Valley Medical Center (CVMC) intends to replace its existing Siemens Artis Axiom interventional radiology (IR) system located in our hospital in Hickory. Pursuant to NCAC 14C .0303(a), CVMC requests confirmation that this IR equipment replacement meets the definition of NCGS 131E-176(22a) and the regulations set out in NCGS 131E-184(a)(7) and NCAC 14C .0303, as exempt from review.

CVMC began using the Siemens Artis Axiom DTA IR system in 2007 and intends to replace it with a new General Electric (GE) Discovery IGS 7 angiography system. The Artis Axiom has been operating daily, used for inpatients, ED patients and other outpatients. The current system is 12 years old and has reached the limit for upgradability in software configuration, and has had multiple out-of-service incidents during the past year.

Via this letter, CVMC affirms that it will trade-in the Artis Axiom system to GE, for removal from operation at CVMC. GE intends to either scrap the IR equipment or refurbish and sell the equipment to another end user. Please see the attached confirmation from a GE representative. If GE sells the system to another user in North Carolina, it understands that any applicable CON requirement must be met.

Pursuant to NCGS 131E-184(a)(7) *"The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."*

NCGS 131E-176(22a) defines "replacement equipment" as *"equipment that costs less than $2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced".*

Applicable Regulations

NCAC 14C .0303 defines "comparable medical equipment" as equipment that is functionally similar and which is used for the same diagnostic or treatment purposes. Replacement equipment is comparable if:

(1) it has the same basic technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first 12 months after replacement equipment is acquired.

Compliance

CVMC hereby certifies that:

1. The total project cost for the replacement interventional radiology system, including the equipment, space renovation, furniture, rigging and installation, and all other costs, is less than $2,000,000, as shown on the attached capital cost form. Please see the attached GE equipment quote. CVMC will locate the replacement IR system in the existing IR equipment room in the hospital. CVMC's General Contractor confirms that relatively modest renovation is required to accommodate the replacement IR system.

The cost to remove the existing Artis Axiom system from CVMC will be borne by GE, and GE is including delivery, rigging, and installation costs in the sale price of the new Discovery IGS 740 system.

2. The replacement interventional radiology system will be installed at CVMC for the sole purpose of replacing comparable IR equipment currently in use, which will be relocated out of CVMC. A comparison of the existing and replacement equipment is provided in the attached table.

3. The replacement IR system is functionally similar to the existing IR equipment and will be used for the same therapeutic procedures as the IR equipment currently in use. The replacement equipment is a full-featured interventional radiology system, with features that do not change the basic technology or result in the provision of a new health service or type of procedure.

4. CVMC will have no increase in charges within the initial twelve months after the replacement interventional system is acquired.

5. The average cost per procedure at CVMC will not increase by more than 10% during the initial 12 months of service as a result of the IR equipment replacement.

CVMC requests that the Division of Health Service Regulation confirm that replacement of the interventional radiology system as proposed herein does not constitute a new institutional health service and is exempt from certificate of need review.

Please contact Aarti Sura, Vice President & Chief Strategy Officer, at 828.732.7162 regarding any questions concerning this request.

Sincerely,

Eddie Beard

Eddie Beard
President & CEO

Attachments: Capital Cost Form
Equipment Comparison
Vendor Equipment Quote
Vendor Confirmation Equipment Removed from NC

Projected Capital Cost Form

Building Purchase Price	NA
Purchase Price of Land	NA
Closing Costs	NA
Site Preparation	NA
Construction/Renovation Contract(s)	$389,987.00
Landscaping	NA
Architect / Engineering Fees	NA
Medical Equipment	$1,087,834
Non-Medical Equipment	NA
Furniture	NA
Consultant Fees (A&E)	$35,211.00
Financing Costs	NA
Interest during Construction	NA
Other (specify) Rental Mobile Imaging	$108,000.00
Total Capital Cost	$1,621,032.00

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

Signature of Licensed Architect or Engineer

Date Signed: 5/23/19

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

Carri M. Sura

Signature of Officer/Agent

Vice President

Date Signed: 5/24/19

Title of Officer/Agent

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Interventional Radiology	Interventional Radiology
Manufacturer	Siemens	GE
Model number	Axiom Artis DTA	Discovery IGS 740
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	177685	Not yet available
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	06/27/2007	NA
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	$1,621,032.00
Total cost of the equipment	$1,265,654	$1,087,834
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	CVMC	CVMC
Document that the existing equipment is currently in use	Yes	NA
Will the replacement equipment result in any increase in the **average charge per procedure**?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the **average operating expense per procedure**?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	angiography	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	angiography

GE Healthcare

April 10, 2019
Quote Number: **2005469836.16**
Customer ID: **1-2318EQ**
Agreement Expiration Date: **8/2/2019**

Catawba Valley Medical Center
810 Fairgrove Church Rd
Hickory, NC 28602-9617

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	Intalere VQ10400
Terms of Delivery	FOB Destination
Billing Terms	80% delivery or Shipment / 20% Acceptance or Installation
Payment Terms	NET 30
Total Quote Net Selling Price	$1,087,834.00
Sales and Use Tax Exemption	No Certificate on File

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, by GE HEF otherwise, select lease)

___ Cash*
___ Lease
___ GE HEF Loan
___ If financing, please provide name of finance company: _____)

*Selecting "Cash" or not identifying GE HEF as the finance company declines the option for GE HEF financing

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Catawba Valley Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Bob Garlington

Title: Account Manager - VASO Mfr Rep

Date: April 10, 2019

GE Healthcare

April 10, 2019
Quote Number: **2005469836.16**
Customer ID: **1-23I8EQ**
Agreement Expiration Date: **8/2/2019**

To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Bob Garlington

Email: bob.garlington@ge.com

Phone: +1 8653122474

Fax:

Payment Instructions

Please **remit** payment for invoices associated with this quotation to:

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

Catawba Valley Medical Center Addresses:

Bill To:	CATAWBA VALLEY MEDICAL CTR	ATTN ACCTS PAYABLE, 810 FAIRGROVE CHURCH RD SE, HICKORY, NC, 28602-9643
Ship To:	CATAWBA VALLEY MEDICAL CTR	810 FAIRGROVE CHURCH RD, HICKORY, NC, 28602-9617

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 a 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
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total 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 applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

GE Healthcare

April 10, 2019
Quote Number: **2005469836.16**
Customer ID: **1-23I8EQ**
Agreement Expiration Date: **8/2/2019**

Line	Qty.	Catalog		
1	1.00	518641BM	IGS 740 with InnovaIQ table Configuration	
			Extended Price	**Net Price**
			$1,750,000.00	$609,000.00

With its innovative laser-guided motion technology, the Discovery™ IGS 7 system in its below described IGS 740 configuration with InnovaIQ table offers predictable and precise positioning capabilities for a wide variety of interventional and hybrid procedures.

Discovery IGS 7 Positioner

The Discovery IGS 7 system delivers cutting-edge gantry motion that combines benefits of floor and ceiling-mounted systems. It keeps the ceiling space above the patient free of suspended elements, supporting compliance with aseptic requirements and facilitating installation of ceiling-suspended equipment, such as anesthesia booms, monitor suspensions, surgical lamps or laminar flow. Still, the gantry is not fixed on the floor: It can move around the imaging table or park away to free access around the patient.

The C-arm is mounted on the Advanced Guided Vehicle (AGV), a motorized and mobile L-arm. Based on laser guidance, the AGV can move freely from imaging position to parking or back–out positions, using predefined trajectories to provide excellent patient access. The motion is predictable, precise, and easy to use, allowing fine control and positioning at any moment in the procedure. Parking locations and back-out distances are customizable for different room configurations. The AGV can also pan longitudinally along the table to extend across the anatomical coverage, while minimizing table panning. It enables the user to image patients from head to foot.

The Discovery IGS 7 system features a Wide Bore C-arm with an extra-large source to isocenter distance (also called Source to Object Distance or SOD). The Wide Bore C-arm significantly enhances flexibility in system angulations and isocentering, while limiting collisions between the tube or detector and the table. It also helps decrease patient skin dose.

The patented three-axis isocentric positioner design of the offset C-arm provides maximum positioning flexibility and excellent patient access in all views. Sterile drapes can be attached to the tube, detector and C-arm of the system to maintain integrity of the sterile field.

GE Revolution digital flat panel detector

With its 41 x 41 cm(16.1 in) digital detector, the IGS 740 configuration with InnovaIQ table provides extensive body coverage for peripheral and abdominal procedures. The key element in the image chain is GE patented Revolution digital detector, which captures dynamic and fluoroscopic images in digital form with very efficient X-ray dose. It uses an amorphous silicon photodiode array on a continuous-substrate, single-piece panel with no inherent seams and is comprised of a 2048 x 2048 array of imaging elements (pixels) on a 200-micron pitch. Scintillator thickness and electronic noise are optimized to produce extremely high detective quantum efficiencies (DQE), both at record and fluoroscopic doses.

X-RAY Tube

The GE Revolution digital flat panel detector can translate a wide range of X-ray exposure intensities into digital signals without saturation. When applied, proprietary DRM image processing transforms this information for display without loss of detail over a wide range of anatomical densities. The wide dynamic range of the detector, coupled with 14-bit acquisition and patented image processing, enables excellent visualization of low contrast objects.
The GE Revolution digital flat panel detector also includes a removable anti-scatter grid to maximize image quality during routine imaging. Removal of the grid can improve X-ray dose efficiency for infants (e.g. less than one-year-old) for fields-of-view (FOV) smaller than 20 cm(7.9 in).The Discovery IGS 7 system uses a 100 kW high-frequency Jedi three-phase power unit that provides grid pulsed fluoroscopy capability. Automatic X-ray technique calculation provides a tube-rating chart that calculates maximum exposure time based on the selected protocol, kV, mA, focal spot and available heat units. Fluoroscopy and radiography exposure times and mA are automatically controlled by the dynamic exposure optimization system. The range of mA is limited by X-ray tube ratings and regulatory limits. A fluoroscopic timer captures the fluoroscopic procedure time (reset time is every five minutes).

The INNOVAIQ Table

The InnovaIQ Table is a fully motorized tilting table featuring motorized longitudinal and lateral motions even when tilted for effortless, automated and flexible positioning. Variable-force positioning allows for smooth and precise motion over the complete range of speeds, particularly at low positioning speeds when more positioning accuracy is needed. Horizontal eight-way float movement also permits manual panning. It supports a load up to 320 kg and allows imaging coverage with table panning up to 203cm with table dimension: 333cmin length and 46cm in width.

User interface

The SmartBox provides a simple control of the positioner and the table. A second SmartBox can be added at tableside or in the control room.

TheTSSCprovides simple access to key acquisition and review parameters throughout the exam. A second TSSCcan be added at tableside or in the control room.

The Central Touch Screen lets the user control the system functions as well as integrated equipment.

Smart Nav is an innovative solution to control some system functionalities from tableside and from the control room. It allows fast function access in displaying menu controls on the reference monitor upon user request. With Smart Nav, the user can keep his/her attention on the screen monitors where clinical images are also displayed. Smart Nav is controlled from the Central Touch Screen, local keypad or remote keypad, providing intuitive and context-based navigation.

Fluorostore stores, displays, and plays loops of the last 450(up to 900) fluoro images at the push of a button for streamlined image review, helping to avoid extra images and exposure.

In Room Browser display the sequences previously acquired on the in-room monitor for interactive table-side selection and review.

The Discovery IGS 7 system facilitates image management and workflow using standard format and communication protocols. It also features close integration with the AW and CA1000 workstations to provide advanced image review and processing capabilities.

Data acquisition is at 14 bits

Dynamic and chase images are stored in 8 bits, maximum 450 images per sequence. Storage capacity: 136,000 dynamic and chase images

DSA and breeze images with 12 bits data are stored in 16 bits, maximum 450 images per sequence. Storage capacity: 68,000 DSA and breeze images

DICOM images are output on 100Mbit Ethernet with Autosend and background transfer for fast transmission with minimal user interaction

The user can do full resolution 1024 x 1024 DICOMpush to retain image quality at acquisition (configurable to 512 x 512 for cardiac acquisitions)

Patient Worklist capability provides a single point of entry of patient data, helping enhance staff productivity and minimize clerical errors: Patient information can easily be imported to the digital imaging system from information systems that support DICOM Worklist Service Class Provider

Multi-destination Push enables images to be sent to multiple remote DICOM destinations sequentially. Multi-destination Push helps support a clinical scenario of handling post-processing and archival activities in multiple destinations independently of each other (workstation, PACS)

MPPS: Modality Performed Procedure Step allows to share the main exam parameters with the hospital information system

For the 3DCT/ 3DCTHD option, the users can direct-push the 3D acquisition directly to the GE AW workstation, even if the images of the exam are pushed to a PACS or another archiving system.

Line	Qty.	Catalog	
2	1.00	S18461LV	LINKSET IVUS

Extended Price	Net Price
$2,400.00	$840.00

Link Set for IVUS Volcano

Line	Qty.	Catalog	
3	1.00	S18461LG	LINKSET DIGITAL and ANALOG US

Extended Price	Net Price
$5,100.00	$1,785.00

Link Set for Digital and Analog Ultrasound

Line	Qty.	Catalog	
4	1.00	S18461LY	LINKSET OPEN2

Extended Price	Net Price
$3,800.00	$1,330.00

Link Set Open 2

Suitable for anesthesia monitors, camera, etc.

Line	Qty.	Catalog	
5	1.00	S18461LX	LINKSET OPEN3

Extended Price	Net Price
$3,800.00	$1,330.00

Link Set Open 3

Suitable for Veran, anesthesia monitors, camera, etc.

Line	Qty.	Catalog	
6	1.00	S18391PM	Mavig Monitor Suspension for Large Display Monitor with 36m Cable

Extended Price	Net Price
$40,000.00	$14,000.00

Mavig Monitor Suspension for Large Display Monitor with 36m Cable

Line	Qty.	Catalog	
7	1.00	S18461NQ	Large Display Solution with Video Server 16 inputs.

Extended Price	Net Price
$210,000.00	$73,500.00

Large Display Solution with Video Server 16 inputs.

Line	Qty.	Catalog	
8	1.00	S18751SJ	Sub-No Sub Fluoro Display Kit

Extended Price	Net Price
$10,000.00	$3,500.00

Sub-No Sub Fluoro Display Kit

Line	Qty.	Catalog	
9	1.00	S18061HH	Mattress for Innova-IQ Table Ed3

Extended Price	Net Price
$3,500.00	$1,225.00

Additional Tilting Table Mattress

Line	Qty.	Catalog	
10	1.00	S18061AZ	Head Extender

Extended Price	Net Price
$5,000.00	$1,750.00

Line	Qty.	Catalog	
11	1.00	S18621SB	2nd SmartBox for Discovery

Extended Price	Net Price
$10,000.00	$3,500.00

SmartBox for Discovery

Line	Qty.	Catalog	
12	1.00	S18621TS	2nd TSSC for Discovery

Extended Price	Net Price
$10,000.00	$3,500.00

TSSC for Discovery

Line	Qty.	Catalog	
13	1.00	S18751KT	TABLESIDE CART

Extended Price	Net Price
$2,500.00	$875.00

Tableside Cart

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

Compatible Table Side User Interface (TSUI) allowed to be installed on the Tableside Cart include:
- Smart Box/Smart Handle
- Table Side Status Control (TSSC)
- Innova Central Touch Screen
- In-room 3D Mouse
- Volcano Touch Pad Controller

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

The Tableside Cart is delivered with two accessory rails, each designated to hold up to two Table Side User Interfaces (TSUI).

The Tableside Cart can be installed with one •r two accessory rails.

The height of the rails is customizable:
• Single rail configuration, the rail can be positioned at 75.5 cm (29.7 in.), 82 cm (32.3 in.), 98 cm (38.6 in.), or 104.5 cm (41.2 in.)
• In dual rail configuration, 2 settings are possible:
- Bottom rail: 75.5 cm (29.7 in.)
Top rail: 98 cm (38.6 in.) or
- Bottom rail: 82 cm (32.3 in.)
Top rail: 104.5 cm (41.2 in.)

Two brakes located on the front side of both front wheels, can be used to immobilize the Tableside Cart when needed.

The Tableside Cart is certified with Innova IQ Table exclusively.

Line	Qty.	Catalog	
14	1.00	S18061EH	**Wireless Footswitch Monoplane**

Extended Price	Net Price
$40,000.00	$14,000.00

Line	Qty.	Catalog	
15	1.00	M81521KC	**AW VolumeShare 7 for Interventional with 32GB of RAM. DOES NOT include Volume Viewer**

Extended Price	Net Price
$38,000.00	$17,480.00

AW VolumeShare 7 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance.

AW VolumeShare 7 features include:

Hardware:

o HP Z440 Workstation
o CPU: Intel Xeon E5-1660v3 (Haswell) Eight-Core @ 3.0 GHz with 20MB L3 Shared Cache each with Dual QPI @ 8 GT/s
o RAM: 32GB (8x4GB) Four-channel DDR4 ECC RSIMM @ 2133 MHz
o GRAPHICS: NVIDIA Quadro NVS310 with 1 GB Video RAM
o 1x 256GB SATA3 SSD for OS and Apps
o 2x 512GB SATA3 SSD in RAID 0 for 1TB data storage
o VGA Video Convert Kit

Software:

o GE Healthcare HELiOS 6 operating system

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

Line	Qty.	Catalog	
16	1.00	M80281AA	AW VolumeShare 7 Monitors

Extended Price	Net Price
$4,000.00	$1,840.00

AW VolumeShare 7 Monitors are two high-quality monitors offering bright and high contrast imagery suited to the display of medical images per the AW VolumeShare Indications for Use. Each provides a 19" 1280x1024 (5:4 aspect ratio) display that complies with international medical and patient safety standards and offers the following specifications:
• Maximum luminance (panel typical) : 330 nit
• DICOM Part 14 calibrated luminance: 215 nit
• Contrast ratio (panel typical) : 900:1
• An ambient light sensor
• Brightness non-uniformity (measured as per DIN6868-157) : +/-25%

Line	Qty.	Catalog	
17	1.00	S18021VH	Volume Viewer Interventional

Extended Price	Net Price
$91,000.00	$41,860.00

Volume Viewer Interventional is software package including Volume Viewer and Volume Viewer Innova.

Volume Viewer provides excellent 3D visualization and processing capabilities for reading and comparing CT, MR, 3D X-ray, PET, PET/MR and PET/CT datasets. Volume Viewer also features a broad portfolio of high performance analysis tools, automating routine tasks and helping to make 3D image processing a stress-free component of the routine workflow. Volume Viewer Innova is an option of Volume Viewer that enhances the workflow to process the X-Ray, CT and MR 3D models in order to assist the user during clinic practice. This processing is intended to provide visualization of anatomical structures for interventional procedures. Volume Viewer Innova allows the user to store and retrieve the processing performed, in order to facilitate the early preparation of the intervention as well as further reviewing and reporting.

Line	Qty.	Catalog	
18	1.00	M81521ED	Integrated Registration - Full Fusion Package

Extended Price	Net Price
$50,000.00	$23,000.00

Integrated Registration will be delivered on AW VolumShare 7 or AW Server 3.2

Integrated Registration is designed to provide easy comparison of three dimensional (3D) anatomical images from Computed Tomography (CT), MRI (Magnetic Resonance Imaging), PET (Positron Emission Tomography), Single Photon Emission Computed Tomography (SPECT) and X-Ray Angiography (XA)*.

It allows registration and fusion between two volumetric acquisitions, which come from either the same or from different acquisition modalities.

Major features and enhancements are:

o Ability to combine any two of the 5 modalities together.
o Automatic propagation of registration across series acquired in the same patient exam (i.e. same frame of reference) and to any

series from any loaded exam that have been manually grouped together.
o Full compatibility of the 3 different registration methods: automatic, manual and landmark that can be combined together to provide an optimal result.
o 2D, 3D and hybrid 2D/3D Fusion capabilities.
o Access to Volume Viewer** functionalities including MPR, Slab and oblique reformations, triple oblique easy definition, Volume Rendering, 3D display, distance and ROI measurements. (The ROI measurement only work on the rigid registered images, not on the non rigid registered images), layout management, segmentations, film and save.
o Ability to save registered data as new DICOM series or as Registered DICOM object (except from SPECT saving which is currently a limitation).
o Ability to draw and save contours as RTSS DICOM objects.

Summary of operation:

o User loads DICOM 3 CT, MR, PET, SPECT and/or XA data into a Integrated Registration protocol.
o Registration is performed based on reference and moving series selection.
o User reviews the quality of the registration with visualization tools and validates results.
o Optional: user defines and saves the contours of structures of interest.
o Registration results are saved.

* For XA modality series, Integrated Registration currently supports only the 3D X Ray Angiography (i.e., 3D X-Ray Angiography images stored as CT Image Storage DICOM objects) images acquired with GE Innova equipment and reconstructed with the Innova3DXR application.

Line	Qty.	Catalog	
19	1.00	S18121LA	Liver ASSIST V.I.

Extended Price	Net Price
$60,000.00	$27,600.00

In order to achieve an optimal tumor treatment, it is critical to define and select the right points of injection through a precise and efficient analysis of the vessel anatomy. Liver ASSIST V.I. is an enhanced solution that leverages analytics to help clinicians overcome these challenges.
The software leverages data from GE's 3D Cone Beam CT (CBCT) images to provide a nearly-instant characterization of the liver vasculature and automatically highlights vessels traveling to the vicinity of tumors. Once the vessels are identified, the software dynamically maps potential injection trajectories, a feature called Virtual Injection. This dynamic simulation tool may help the physician to potentially save time in vessel analysis and to more precisely define where to position the tip of the catheter, thus aiding injection strategy decision making.

Line	Qty.	Catalog	
20	1.00	S18121VR	Vessel ASSIST

Extended Price	Net Price
$60,000.00	$27,600.00

Line	Qty.	Catalog	
21	1.00	S18771DA	FE Letter - QC mode Option activation

Extended Price	Net Price
$100.00	$35.00

FE Letter - QC mode Option activation

Line	Qty.	Catalog	
22	1.00	S18701CZ	3D CT HD FOR IGS X40

Extended Price	Net Price
$150,000.00	$52,500.00

3DCT HD is intended for imaging vessels, bone, soft tissues, and other internal body structures. It helps physicians in diagnosis, surgical planning, interventional procedures and treatment follow-up. 3DCT HD offers 3 rotation speeds: 16, 28 and 40 degree/sec and 4 different field of views. It utilizes automatic exposure technique to optimize image quality and dose all along the rotational acquisition.
Transfer of the acquired data to the AW workstation is automated including image reconstruction, processing and display. 3DCT HD embeds a scatter artifact reduction technology. The resulting 3D model can be visualized as axial slices and volume rendering. Slice reconstruction for 3DCT HD can be exported as DICOM CT format.

Line	Qty.	Catalog	
23	1.00	S18741TN	Innova Subracted 3D

Extended Price	Net Price
$15,000.00	$5,250.00

Innova Subtracted 3D

Innova Subtracted 3D enhances the Innova 3D application by adding automated sequential mask and contrast spin acquisitions with processing protocols to produce subtracted 3D vascular images. Clinicians may use Subtracted 3D to quickly visualize vessels without the need to remove surrounding bone, tissue, and implanted devices. The output of the 3D processing provides convenient side by side and seperate visualization of the mask series, the subtracted vascular anatomy and the standard 3D vascular images.

The mask image can be fused onto the subtracted image and their transparency can be adjusted for optimal visualization of the implanted devices in relationship to the vascular anatomy. Innova Subtracted 3D requires the following: Innova 3D, AW VolumeShare5 or higher, and the Advanced Innova Software Package.

Line	Qty.	Catalog	
24	1.00	S18021DY	3D CT HD Motion Freeze

Extended Price	Net Price
$60,000.00	$21,000.00

3DCT HD Motion Freeze is designed to reduce artifacts caused by involuntary respiratory motion during the rotational acquisition and recover small detail visibility impacted by motion.

Line	Qty.	Catalog	
25	1.00	S18351AN	In-Room AW mouse interface kit

Extended Price	Net Price
$20,000.00	$7,000.00

In-Room AW mouse interface kit

Line	Qty.	Catalog	
26	1.00	S18751BR	Blended Roadmap

Extended Price	Net Price
$20,000.00	$7,000.00

Blended Roadmap

Blended Roadmap is a vascular roadmapping application that superimposes a previously acquired vascular image over live fluoroscopy. Clinicians can select any DSA or bolus image as a reference roadmap image. By using it multiple times, it has the potential to minimize contrast media injections during roadmapping. Blended roadmap provides additional features to enhance

roadmapping procedures:

Adjustment of the subtraction level

Adjustment of the vessels transparency

Automatic resizing of the roadmap image to adapt to the fluoroscopic field of view

Pixel shift of the vessel image to compensate for motion

Blended Roadmap is available on systems with either Omega V or InnovaIQ tables. Blended Roadmap requires the Advanced Innova Software Package. On the biplane systems it can be applied to one frame at a time.

Line	Qty.	Catalog	
27	1.00	S18811PA	Analysis Package

Extended Price	Net Price
$40,000.00	$14,000.00

Quantitative Analysis Package
Stenosis Analysis Package on DL Digital System
The Stenosis Analysis Package is an application designed for estimating vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.
Left Ventricular Analysis Package
The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction Analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method.
GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method
Cardiovascular Analysis Package (on DL system)
The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.
The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.
The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method.
GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.

Line	Qty.	Catalog	
28	1.00	S18951DM	Dose Map

Extended Price	Net Price
$15,000.00	$5,250.00

Dose Map

Line	Qty.	Catalog	
29	1.00	S18741BX	INNOVABREEZE OPTION

Extended Price	Net Price

	$40,000.00	**$14,000.00**

InnovaBreeze lets the user follow the contrast using variable panning speed control in the control room while looking at subtracted images in real time

Line	Qty.	Catalog	
30	1.00	S18761PP	NPA PDU Main Transformer-24KVA

Extended Price	Net Price
$15,000.00	$5,250.00

The Power Distribution Unit provides power for the components of the system and centralizes the ON/OFF function

Line	Qty.	Catalog	
31	1.00	S18101CD	8 KVA UPS UL-CE

Extended Price	Net Price
$15,000.00	$5,250.00

The 8kVA UPS allows to maintain gantry movements and Innova IQ table movements during mains power failure.

Line	Qty.	Catalog	
32	1.00	E46001BA	Main Disconnect Panel (MDP) UL 100A 480VAC 60Hz three phases for Vascular systems

Extended Price	Net Price
$6,541.00	$5,232.80

The Main Disconnect Panel (MDP) panel serves as the main power disconnect between the PDU (Power Distribution Unit) of GE Vascular system and its optional Fluoro UPS (20kVA) if present, and the facility power source. The optimized design MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights provisions into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. It provides LOTO (lock out – tag out) functions for safe service operation, and is part of the EPO (Emergency Power Off) function.
Standard Applications
For installations of Vascular systems from Cerber B forward production and beyond (not backward compatible). Not intended for seismic installations in California.

Benefits
- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features
- Fluoro UPS breaker output
- UL and cUL listed
- Supplied with 24V system emergency off push button and long-life LED pilot lights mounted on front side
- Power disconnection is accomplished via the door mounted emergency OFF push button.
- Suitable for use on systems with 50,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 50,000A or less for compliance to all electrical codes
- 100-ampere circuit breaker rating furnished for use with GE Vascular system
- Holds up to 95 mm^2 cable connections for the three phases of incoming and outgoing breakers
- Terminal block for Neutral connection
- Panel disconnect provides OSHA lockout / tag out provisions

• Factory wired and tested

Physical Characteristics

• Dimensions: Height x Width x Depth: 615 x 415 x 230 mm (24.21" x 16.34" x 9.05")
• Handle depth: 46mm (1.81")
• Weight: approximately 19 kg (41,9 pounds)
Components supplied with each panel

• The Main Disconnect Panel
• Installation, Operation & Service Manual
• Drawings and Electrical Schematics

Line	Qty.	Catalog	
33	1.00	S18111BC	Short In Board Monitor Bridge with short rails GEMSAM

Extended Price	Net Price
$4,000.00	$1,400.00

7 ft. 9 in. Inboard Monitor Bridge

Line	Qty.	Catalog	
34	1.00	S18121RF	186 by 472CM I.B RAILS

Extended Price	Net Price
$0.00	$0.00

In Board Rails, 186 inches long, to be used with 6 or 8 LCD Monitor Suspensions

Line	Qty.	Catalog	
35	1.00	S18741TC	ELEGANCE ADD-ON KIT AGIL.

Extended Price	Net Price
$0.00	$0.00

Elegance Table Plate

Line	Qty.	Catalog	
36	1.00	S18101SY	AGV Room Template

Extended Price	Net Price
$0.00	$0.00

AGV Room Template

Line	Qty.	Catalog	
37	1.00	E6420BJ	HB-1 Armboard

Extended Price	Net Price
$1,200.00	$960.00

HB-1 Armboard w/Horizontal Rotation

FEATURES/BENEFITS

- Designed for easy placement and removal from under patient before or during procedures
- Allows for unobstructed fluoroscopy or catheter placement during an axillary or antecubital approach
- Facilitates optimum patient comfort
- Pivots 180 degrees in the horizontal plane
- Can be used for either left or right approach

SPECIFICATIONS

- Constructed of strong, lightweight Kevlar based material

COMPATIBILITY

Line	Qty.	Catalog	
38	1.00	E6420BK	HB-1 Armboard Pad

Extended Price	Net Price
$120.00	$96.00

Armboard Replacement Pad Set

This set of 10 foam replacement armboard pads can be used on the E6420BJ horizontal armboard

Line	Qty.	Catalog	
39	2.00	E3053CH	Contour Shield 76 x 61 cm - with center connect

Extended Price	Net Price
$12,998.00	$10,398.40

Contour Shield 76 x 61 cm (with center connect

Line	Qty.	Catalog	
40	2.00	E3053HB	LED130, focusable LED examination lamp

Extended Price	Net Price
$16,750.00	$13,400.00

LED130, focusable LED examination lamp

Line	Qty.	Catalog	
41	2.00	E3053BD	Mavig Portegra2 360 Trolley with Ceiling Column - 80cm

Extended Price	Net Price
$5,450.00	$4,360.00

Portegra2 3600 Ceiling Column w/ Carriage 80 cm

- Lower post allows 3600 rotation
- Upper fixed post is electric with 3300 rotation
- Each has a load capacity of 18 kg (40 lbs.)

Line	Qty.	Catalog	
42	2.00	E7018JZ	Mavig 2.5m Track without Cable Spooler

Extended Price	Net Price
$6,400.00	$5,120.00

Mavig 2.5m Ceiling Track without Cable Spooler

The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment.

FEATURES AND BENEFITS

- The unique structure profile ensures smooth running of the carriage
- With little force, the installed system can be moved and positioned
- The carriage glides smoothly, even after many years of routine use
- Adjustable cross-struts simplifies the system installation

Line	Qty.	Catalog	
43	2.00	E3053CC	2.5m Cable Spooler - requires E3053CM

Extended Price	Net Price
$1,698.00	$1,358.40

Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp

This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer's responsibility

Line	Qty.	Catalog	
44	2.00	E3053CM	Cable Holders and Stoppers for Ceiling Track

Extended Price	Net Price
$698.00	$558.40

Mavig Cable Holders and Stoppers for Ceiling Track (used with Cable Spoolers E3053CC, E3053LT)

Line	Qty.	Catalog	
45	1.00	E4502SS	NR - X-Ray Warning and Room Lighting Control Panel

Extended Price	Net Price
$2,175.00	$1,740.00

The X-Ray in use Warning and Room Lighting Control Panel provides an interface between the X-Ray in use warning lights, interior room general lighting, and the X-Ray system. The X-Ray in use portion of the panel provides low voltage control of the X-Ray in Use Warning Lights and the room general lighting is controlled by a pre-wired foot switch

- Designed and tested for GEHC products, for use in CT, PET/CT and X-Ray applications
- Can eliminate procurement inconveniences and delivery delays often associated with acquiring individual components
- Improves servicing safety by the eliminating of the warning light/room general lighting circuit from the imaging control system

cabinet.

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

Line	Qty.	Catalog	
46	1.00	E6220J	INTERCOM SYSTEM FOR X-RAY

Extended Price	Net Price
$12,000.00	$9,600.00

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

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

FEATURES/BENEFITS

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

SPECIFICATIONS

• Dimensions: 24" x 24" x 20"
• Weight: 47 lbs.

NOTES:

• INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER
• Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period.
• Installation, parts, application training and onsite service is the buyer's responsibility

Line	Qty.	Catalog	
47	2.00	E7058AB	Anti fatigue floor mat gray 3x5x.625in

Extended Price	Net Price
$950.00	$760.00

GE Anti-Fatigue Floor Mat (Gray 3x5 x 5/8")

Line	Qty.	Catalog	
48	3.00	W0004CV	4 DAYS XR ONSITE

Extended Price	Net Price
$27,000.00	$27,000.00

Four full week days (1 day = 8 hours) of on-site training for an Interventional X-ray System, to be used Monday through Friday. Training expires 12 months from the date of go-live of equipment or purchase, whichever is the latest. Days provided consecutively.

Line	Qty.	Catalog	
49	1.00	W4013CV	Advanced Applications Full Service Class

Extended Price	Net Price
$3,800.00	$3,800.00

Tuition for one student to attend one two-day class for Vessel ASSIST, Needle ASSIST, Liver ASSIST, and EVAR ASSIST2 at the GE Healthcare Institute in Waukesha, WI. Tuition includes air transportation, local ground transportation, hotel and meals to include breakfast and lunch. Training expires 12 months from the date of go live of equipment or purchase, whichever is the latest.
This course will focus on the Vessel ASSIST, Needle ASSIST, Liver ASSIST, and EVAR ASSIST2 advanced applications and is intended for the customer who desires training on both to include 3DCT/3DCT HD. This course DOES NOT cover Valve ASSIST.

Line	Qty.	Catalog	
50	1.00	SV_VAS_INSTALL	Service Installation

Extended Price	Net Price
$8,000.00	$8,000.00

$8,000 is applied to 3rd-Party Rigging Services, as directed by Customer. Rigging (including excess/additional rigging costs) remains the Customer's responsibility. Unapplied rigging funds will be forfeited without refund or credit.

Total Quote Subtotal: **$1,099,834.00**

Qty.	Credits and Adjustments	
1.00	Siemens Axiom Artis DTA Trade-in	-12,000.00

Total Quote Net Selling Price: ***$1,087,834.00***

Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on April 10, 2019, between the GE Healthcare business identified on the Quotation and **Catawba Valley Medical Center** ("Customer"), is made a part of Quotation # **2005469836.16** ^ ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; and (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE Healthcare the ability to complete Equipment inspection and testing prior to de-installation within the timeframe required by GE Healthcare, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE Healthcare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless stated otherwise in the Quotation; and (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned.

C. Prior to removal or return to GE Healthcare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE Healthcare for any loss resulting from PHI not removed. GE Healthcare has no obligation in connection with PHI not properly removed.

D. GE Healthcare may reduce the trade-in amount or decline to purchase the Trade-In Equipment if: (i) the terms of this Addendum are not met; or (ii) it is missing components or is inoperable when removed or returned. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Equipment/Vehicle Mfr	Model & Description	Quantity	* ID / Serial #	Trade-In Amount
SIEMENS	Siemens Axiom Artis DTA Trade-in	1.00	functionallocation#400-177685serialnumber555210	$ -12,000.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) or the Governing Agreement identified on the Quotation as governing the order (PO# _____)†.

Catawba Valley Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: _____

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

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. General Terms.

7.1. 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.

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

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

7.4. 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.

7.5. 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.

8. Compliance.

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

8.5. 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.

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

8.7. 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.

8.8. Use of Data.

8.8.1. 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.

8.8.2. 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.

8.9. 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.

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

8.11. 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.

9. Disputes, Liability and Indemnity.

9.1. 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.

9.2. 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:

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.

9.3. 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. HE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.4. 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.

9.5. 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.

10. 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.

11. Healthcare Digital Products.

11.1. T&L Expenses. Other than as set forth in a Quotation, actual, reasonable travel, living and incidental project-related expenses incurred while performing Services are Customer's responsibility and will be invoiced separately as incurred.

11.2. Software License Support. GE Healthcare will support Software under its then-current applicable support policy for the support period identified in the Quotation and any renewal periods. Unless identified on the Quotation, Third Party Product support is not included; GE Healthcare will use reasonable efforts to provide phone support or initial contact for Third Party Product. Support will automatically renew for another annual term unless a party provides 60 days' written notice prior to renewal. Customer is not entitled to credits, refunds or reduction in fees for mid-term changes to Software support. GE Healthcare may increase its annual renewal support charges by no more than CPI plus 2%. CPI means the U.S. City Average (December to December percent) for All Urban Consumers. If GE Healthcare announces to customers that it will no longer support Software, in whole or in part, then on at least 12 months' prior written notice, GE Healthcare may remove the item from Software support agreements and adjust charges without otherwise affecting those agreements.

12. X-Ray Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for x-ray Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the X-Ray 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 x-ray Equipment. The "Uptime Commitment" for x-ray Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems 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:

% Less than Uptime	Commitment Warranty Extension
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:

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

"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 X-Ray Equipment. "Downtime" is the number of hours during which the X-Ray Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the X-Ray Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the X-Ray 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.

13. DoseWatch Device License. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.

14. Software as a Service Terms.

14.1. Scope. GE Healthcare will provide Customer with the SaaS in accordance with the terms of this Agreement and its Documentation. GE Healthcare will assist Customer with technical issues via phone, email or online support as provided generally to SaaS customers.

14.2. Term and Termination. The SaaS term is identified in the Quotation and renews automatically for the same duration as the initial term unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, price increases will be communicated with 90 days' prior written notice. SaaS Quotations are not cancellable, except that either party may terminate the SaaS after the initial SaaS term or any subsequent renewal period by providing at least 90 days' prior written notice to the other party. On termination or expiration of the SaaS: (i) Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GE Healthcare; (ii) GE Healthcare will remove Customer's access; (iii) GE Healthcare may destroy information, images or data, including PHI, associated with a patient ("Patient Information") or otherwise; (iv) Customer must destroy its copies of Documentation; (v) Customer must immediately pay all fees due; and (vi) all rights and obligations of the parties terminate, except those that accrued prior to termination, expiration or as otherwise identified in this Agreement.

14.3. Payment. Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and will be invoiced separately as incurred.

14.4. Access and Use. Customer must ensure: (i) use of the SaaS is consistent with this Agreement; (ii) the SaaS is used only for its internal business operations in the United States; (iii) the SaaS is not accessed by non-Customers, unless GE Healthcare consents and then Customer must ensure that those users comply with this Agreement and any terms of use prompted by the SaaS; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GE Healthcare immediately of unauthorized access to or use of a user name, password or other breach of security. GE Healthcare may disable any user name, password or other identifier if it believes Customer has breached this Agreement. If GE Healthcare provides connectivity software with the SaaS, Customer will be granted a license to it for the term of the SaaS in accordance with the Software License terms set forth in this Agreement. GE Healthcare may charge additional fees if Customer requires professional services or additional hardware resources.

14.5. Patient Information. Customer must: (i) obtain necessary consent from patients for use, access, disclosure and transfer of Patient Information; (ii) develop, implement and train users on privacy and security policies in compliance with applicable laws and regulations and ensure compliance with those policies; (iii) provide GE Healthcare with a copy of those policies and patient consents on request; (iv) not use, disclose, access or transfer Patient Information that has been opted out without express consent from the respective patient(s); and (v) comply with changes in laws and regulations regarding patient consents related to the use of clinical, administrative or financial information.

14.6. Content. GE Healthcare does not own, control, verify or endorse: (i) non-GE Healthcare content uploaded to the SaaS; or (ii) access to or use of the SaaS granted by Customer. Customer is responsible for content that it uploads, accesses or uses. Reliance on content uploaded to the SaaS is at Customer's own risk. The SaaS may contain tools that may only be used by qualified healthcare providers, and it is the Customer's and/or healthcare provider's responsibility to use its independent medical and professional judgment to make clinical or financial decisions. Uploaded or created content may be deleted upon reasonable notice.

14.7. Modifications. GE Healthcare may, with notice: (i) withdraw or amend all or part of the SaaS; and (ii) restrict access for maintenance or other reasons. Revisions are effective when made by GE Healthcare.

14.8. Prohibited Activities. Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) transmit or upload promotional material or objectionable content; (ii) engage in conduct that adversely affects another person or entity or otherwise exposes them to liability; (iii) promote or assist in illegal activity; (iv) access, use or interfere with the proper working of the SaaS or any related server, computer or database unless authorized by GE Healthcare; (v) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (vi) modify, reverse engineer, copy or create derivative works of the SaaS; (vii) remove or modify labels or notices of proprietary rights of the SaaS or Documentation; or (viii) use the SaaS outside of the scope defined in this Agreement or the Quotation.

14.9. Audit. GE Healthcare may audit Customer's use of the SaaS 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 access to or use of the SaaS.

14.10. Disclaimer of Warranties. GE HEALTHCARE DOES NOT WARRANT THAT THE SAAS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. GE HEALTHCARE WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN ATTACK, VIRUS OR OTHER EVENT THAT AFFECTS CUSTOMER'S USE OF THE SAAS OR CONTENT OBTAINED THROUGH IT. OTHER THAN ANY UPTIME COMMITMENT, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-

INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS. GE HEALTHCARE MAKES NO WARRANTY THAT THE SAAS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, MEET CUSTOMER REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

14.11. Customer Indemnity. In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to: (i) content, format, inaccuracy or incompleteness of Patient Information uploaded by Customer or users; (ii) consent for use, access, disclosure and/or transfer of Patient Information; (iii) use of the SaaS by Customer or users in any manner not authorized in writing by GE Healthcare; (iv) Customer's intellectual property infringement or privacy violations; (v) investigations by law enforcement, technical disruption, or Customer's use or access of the SaaS; (vi) Customer's or users' breach of this Agreement with respect to the SaaS; and (vii) violations of federal or state wage and hour laws alleged by third parties or Customer employees.

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.

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 l12L

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 Vsan 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 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

From: Gray, Sean (GE Healthcare)
To: Patrick Broos
Cc: Garlington, Bob (GE Healthcare, consultant); Nottingham, Jeffrey (GE Healthcare)
Subject: Disposal/removal language from GE for vascular and cardiac labs
Date: Friday, May 10, 2019 4:00:59 PM

Patrick,

Upon installation of new GE equipment, GE will be removing the two Artis Zee systems from Catawba Valley's vascular and cardiac labs. This letter is to confirm that this equipment will be removed from North Carolina, and will either be disposed of our sold outside of the state.

Thank you

Sean Gray
Imaging Region Manager - Carolinas
GE Healthcare

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