NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

May 29, 2019

Elizabeth V. Kirkman
2709 Water Ridge Parkway
Suite 200
Charlotte, NC 28217

Exempt from Review – Replacement Equipment

Record #:	**2952**
Facility Name:	Carolinas HealthCare System NorthEast
FID #:	943049
Business Name:	The Charlotte-Mecklenburg Hospital Authority
Business #:	1770
Project Description:	Replace MRI scanner at Copperfield Imaging Center
County:	Cabarrus

Dear Ms. Kirkman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of May 16, 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 Signa Voyager 1.5T MRI Scanner to replace the Philips Achieva 1.5T MRI Scanner Serial #8951.

This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction and 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,

Gregory F. Yakaboski
Project Analyst

Martha J. Frisone
Martha J. Frisone
Chief

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

Atrium Health

May 16, 2019

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

RE: Exemption Request for The Charlotte Mecklenburg Hospital Authority d/b/a Carolinas Healthcare System NorthEast ("CHS NE") to Replace Magnetic Resonance Imaging ("MRI") Equipment located at Copperfield Imaging Center

Dear Ms. Frisone:

Carolinas Healthcare System NorthEast ("CHS NE") is planning to replace one of its existing MRI scanners located at Copperfield Imaging Center with new, technologically comparable equipment. CHS NE intends to purchase a GE Signa Voyager 1.5T MRI scanner ("Replacement Equipment") to replace the Philips Achieva 1.5T MRI scanner ("Existing Equipment") that is currently located in Room 257 at Copperfield Imaging Center. The Existing Equipment, which was purchased in 2003, is near the end of its useful life and is at risk for service interruptions due to downtime.

The Replacement Equipment will be located in Room 257 at Copperfield Imaging Center. The Replacement Equipment will be used for the same types of procedures as the Existing Equipment and will not be used to provide a new health service. A chart comparing the Existing Equipment and the Replacement Equipment is included in Attachment A along with supporting documentation. The Existing Equipment is currently in use and documentation provided in Attachment B indicates 3,286 procedures were performed from April 2018 through March 2019.

The purchase price of the Replacement Equipment is $1,080,514 ($1,005,129 MRI + $75,385 Tax). The projected total capital cost of the project is $1,968,000 and includes the cost to acquire, install, and make operational the Replacement Equipment. The projected total capital cost also includes removal and replacement of the existing shielding, minor finishing work, and replacement of the existing chiller on the roof of Copperfield Imaging Center to support and cool the new magnet. Attachment C provides the quote for the MRI scanner. Please see Attachment D for a letter documenting the equipment will be taken out of service and removed from North Carolina. The total capital cost worksheet is provided in Attachment E.

The North Carolina Certificate of Need statutes provide a definition of replacement equipment in N.C.G.S. 131E-176(22a). The definition requires the replacement equipment be comparable to the existing medical equipment and cost less than $2,000,000 when installed. The statutes further provide in 131E-184(a)(7) an exemption from certificate of need review for replacement equipment projects if prior notice is provided to the CON Section.

Based on the above facts, the proposed project is exempt from CON review and this letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-446-8475.

Sincerely,

Elizabeth Kirkman

Elizabeth Kirkman, Assistant Vice President
Atrium Health Strategic Services Group

Attachments

Attachment A

EQUIPMENT COMPARISON – Copperfield MRI Replacement

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Philips 1.5T Achieva	GE 1.5T Voyager
Manufacturer of Equipment	Philips	GE
Tesla Rating for MRIs	1.5	1.5
Model Number	Philips 1.5T Achieva	GE 1.5T Voyager
Serial Number	8951	Not Available Until Installed
Provider's Method of Identifying Equipment	Internal Asset # / Serial #	Internal Asset # / Serial #
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2003	September 2019
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.)	$2,782,824	$1,968,000
Total Cost of Equipment	$2,300,000	$1,080,514
Fair Market Value of Equipment	$2,300,000	$1,080,514
Net Purchase Price of Equipment	$2,300,000	$1,080,514
Locations Where Operated	Room 257, Copperfield Imaging Center	Room 257, Copperfield Imaging Center
Number Days in Use/To Be Used in N.C. per Year	300	300
Percent of Change in Patient Charges (by procedure)	0%	0%
Percent of Change in Per Procedure Operating Expenses (by procedure)	0%	3%
Type of Procedures Currently Performed on Existing Equipment	MRI procedures for all body parts	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	MRI procedures for all body parts

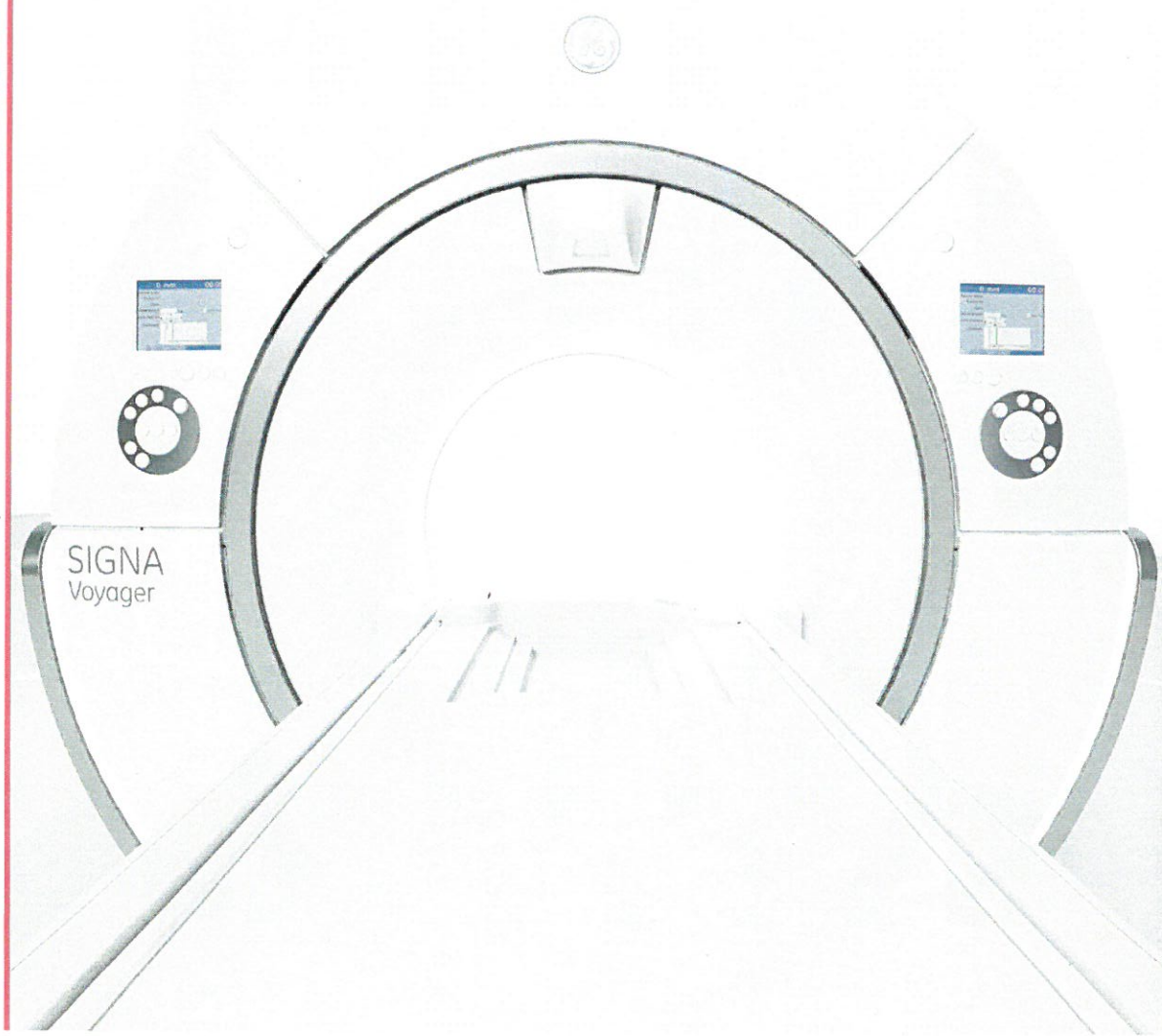
GE Healthcare

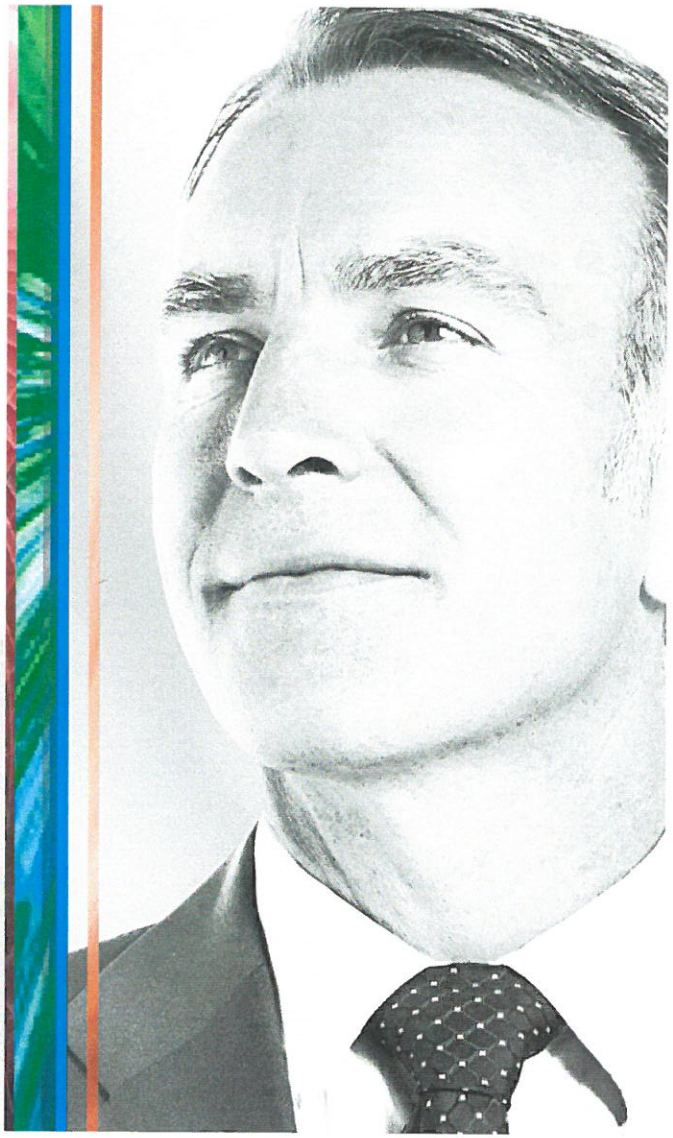
Skyrocket

your MR performance.

SIGNA™ Voyager

Imagine what MR can be.





Redefine

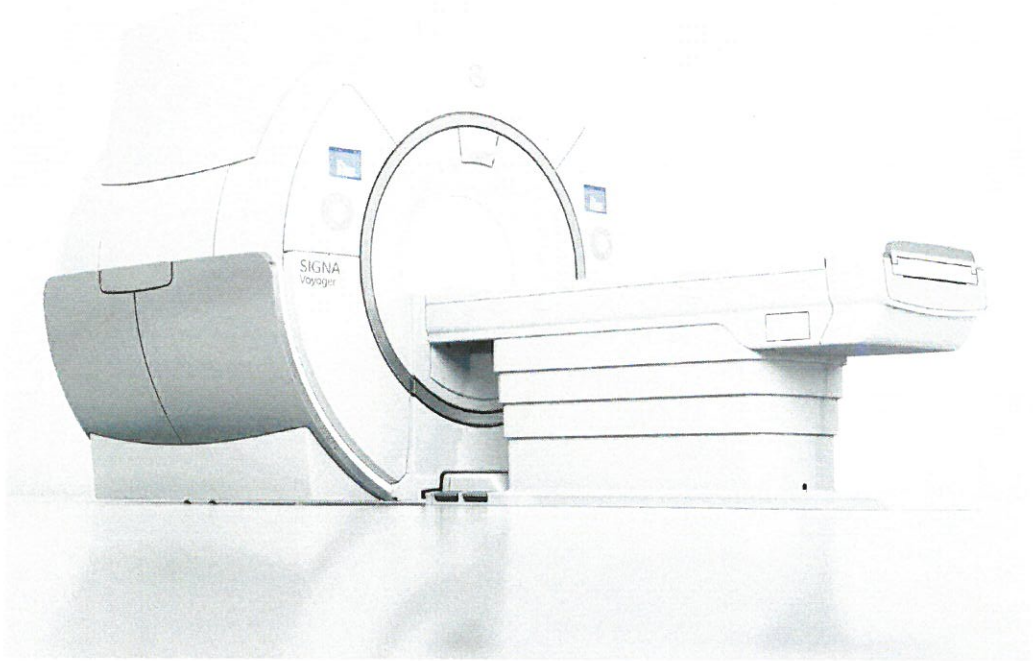
the limits of what's possible.

Enter a whole new realm of possibility in MR with the SIGNA Voyager.

This system is designed to maximize productivity and workflow while delivering extraordinary clinical potential and exceptional patient comfort. And it has one of the smallest footprints and lowest power consumptions in the industry for a 1.5T wide bore system.

Get ready to experience MR excellence like never before.

SIGNA Voyager: Skyrocket your MR performance.



Outclass

with exceptional image quality.

Total Digital Imaging... a total imaging win.

Experience the unique advantages of Total Digital Imaging (TDI) with SIGNA Voyager. TDI helps deliver consistently sharper images than conventional MR systems with higher SNR, superior homogeneity and uniformity. TDI consists of 3 components.

Digital Surround Technology (DST) combines the superior SNR and sensitivity of the high-density surface coils with the superior homogeneity and deeper signal penetration of the integrated RF body coil, to deliver richer, sharper, higher quality images.

Direct Digital Interface (DDI) employs a separate analog-to-digital converter to capture and digitize every input from each of up to 65 RF channels, to vastly improve SNR.

Digital Micro Switching (DMS) technology replaces analog blocking circuits with intelligent Micro-Electro-Mechanical Switches (MEMS), to enable ultra-fast coil switching times for further expansion of zero TE imaging capabilities.

In addition to TDI, the SIGNA Voyager includes novel Ultra High Efficiency (UHE) Gradient technology, a leap forward in the gradient technology curve, generating shorter TR and TE values to deliver speed and exceptional image quality.

SIGNA Voyager: Skyrocket your clinical potential.

Digital Surround Technology: Simultaneously acquires body coil & surface coil signals for improved SNR and uniformity.

An independent digitizer for every channel delivers superior SNR.

SIGNA Voyager

with MAGiC.

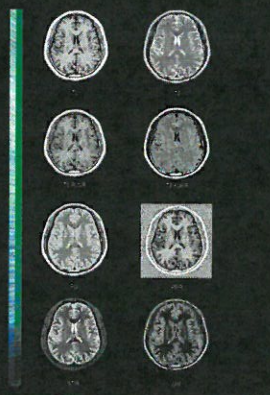
MAGiC: it's not just an image. It's the full picture.

The secret of MAGiC (MAGnetic resonance image Compilation) lies in its unique ability to generate multiple image contrasts in a single MR scan. We call this One and Done imaging and it delivers MR imaging that goes faster, further and deeper than conventionally possible.

Faster

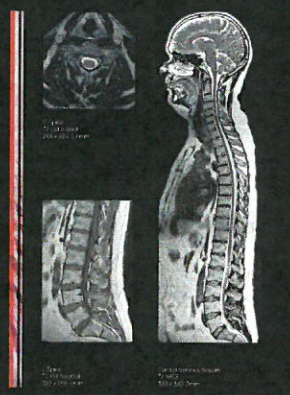
Further

Deeper

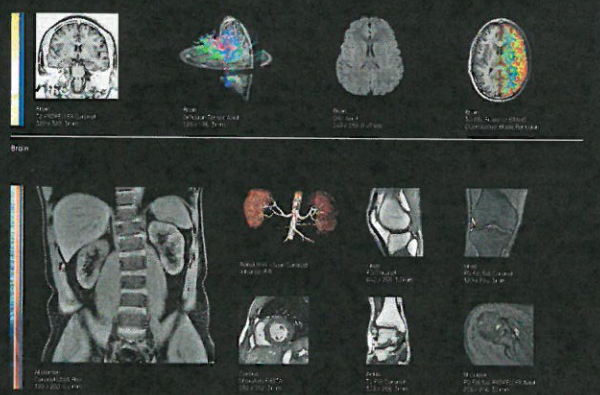


MAGiC

320 x 256, 4mm slice, 24 FOV, 5.24 min

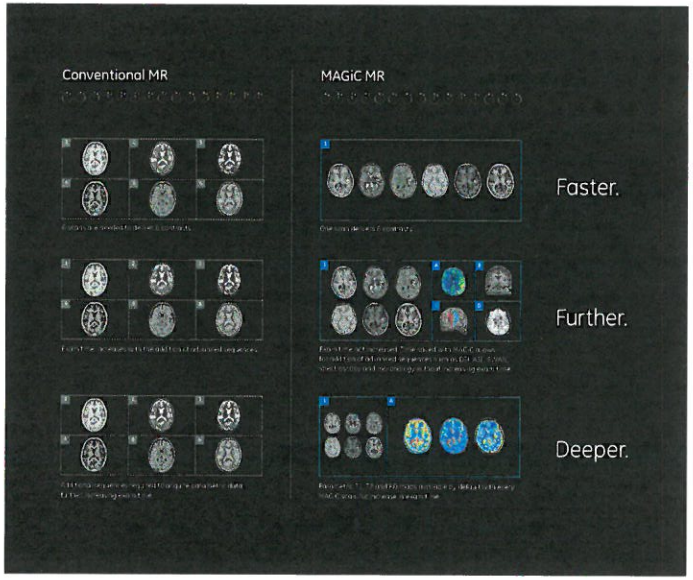


Spine



Brain

Body and MSK



Multiply

your MR productivity.

Speed and simplicity

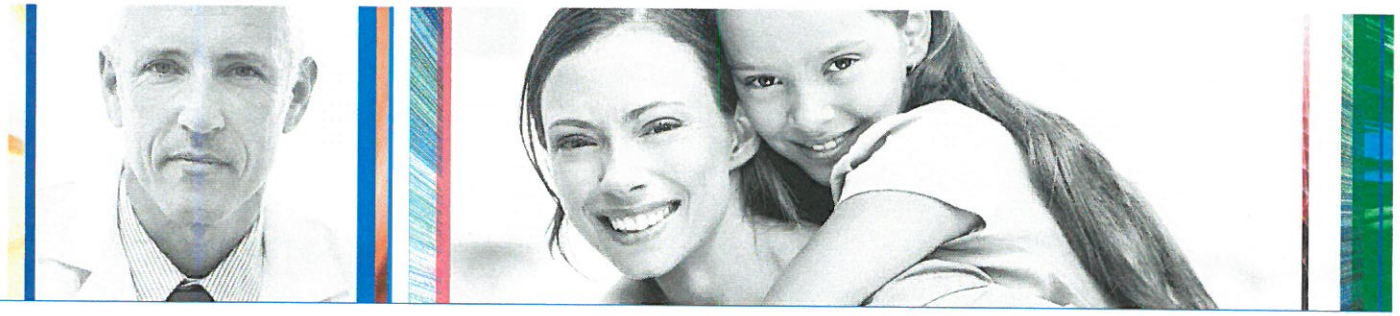
AutoFlow efficiency

AutoFlow

Multiply your ROI

Transform

the patient experience.



Experience a new standard of patient comfort with SIGNA Voyager.

SilentScan

GE's proprietary SilentScan technology dramatically reduces scanning noise from an ear-splitting, motorcycle-level 91dB to within 3dB of scan room ambient noise. It includes a Silent Neuro Package with Diffusion Weighted Imaging (DWI), enabling a complete silent neuro exam, and an expanded Silent feature that also covers spine and musculoskeletal imaging.

Worry-free imaging

SIGNA Voyager makes scanning a worry-free experience for patients.

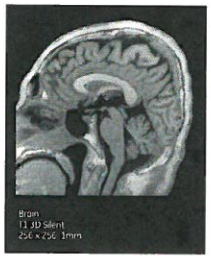
Breathe-free: Patients can breathe free because our Auto Navigator technology is compatible with Turbo LAVA, Turbo LAVA Flex and DISCO to enable complete body exams without a single breath-hold.

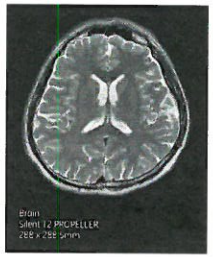
Motion-free: With advanced 3D motion correction technology such as 3D PROMO for neuro imaging and GE's signature PROPELLER for head-to-toe 2D motion correction, we help eliminate the need for patients to lie motionless throughout the scan, making scanning less stressful for the patients.

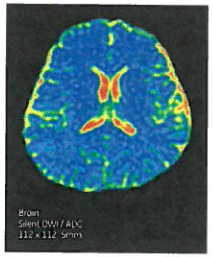
Needle-free: Our needle-free imaging capabilities enable non-contrast MR exams that eliminate the pain of needles and the cost of contrast. Be it routine MR angiography studies with our Inhance 2.0 Suite or advanced imaging such as liver fat-fraction mapping with IDEAL IQ or brain perfusion imaging with 3D ASL, SIGNA Voyager enables complete non-contrast MR exams.

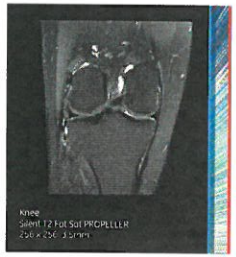
Our wide Comfort Plus table with low height and open 70cm design allows patients to rest freely while affording easy access and a comfortable scanning experience.

SIGNA Voyager. Skyrocket patient comfort.









Imagination at work

SIGNA Voyager is not 510(k) cleared in the US. Not for sale in the US. Not yet CE marked. Not available for sale in all regions. Product may not be made available in all countries and regions. General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation. Contact your GE Representative for the most current information.

GE Healthcare
3000 N. Grandview Blvd.
Waukesha, WI 53188
U.S.A.

Data subject to change.

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JB37952

Attachment B

Copperfield Philips 1.5T MRI Volumes	
Month	**Volume**
Apr-18	280
May-18	287
Jun-18	289
Jul-18	240
Aug-18	297
Sep-18	251
Oct-18	297
Nov-18	272
Dec-18	264
Jan-19	263
Feb-19	261
Mar-19	285
Total	3,286

Attachment C

GE Healthcare

Date:	03-07-2019
Quote #:	PR8-C127427
Version #:	7
Q-Exp-Date:	06-03-2019

Issued By:
GE Precision Healthcare LLC
FEIN: 83-0849145

Customer Address:
Carolina Medical Center Northeast
920 Church St N
Concord NC 28025-2927

Attention:
Lorie Lowder

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

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

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warrantylies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	CSS-GEHC MVA July 15 2011
Customer Number:	1-2312HX
Terms of Delivery:	FOB Destination
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	60 DAYS NET
Total Quote Net Selling Price:	$930,128.92
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

INDICATE FORM OF PAYMENT:

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

___Cash/Third Party Loan/Check ___GE HEF Loan

___GE HEF Lease ___Third Party Lease(please identify financing company) _____

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

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

CUSTOMER

_____ _____
Authorized Customer Signature Date

_____ _____
Print Name Print Title

_____
Purchase Order Number (if applicable)

GE Precision Healthcare LLC, a GE Healthcare business

Herbert Klann 03-07-2019
Signature Date

Imaging Account Manager

Email: Herb.Klann@ge.com
Office: +1 724 504 8778
Mobile: 724-504-8778

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GE Healthcare

Date:	03-07-2019
Quote #:	PR8-C127427
Version #:	7
Q-Exp-Date:	06-03-2019

Total Quote Selling Price	**$1,005,128.92**
Trade-In and Other Credits	$75,000.00
Total Quote Net Selling Price	**$930,128.92**

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:
Herbert Klann
Office: +1 724 504 8778
Mobile: 724-504-8778
Email: Herb.Klann@ge.com

Payment Instructions

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

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.
Signature page on quote filled out with signature and P.O. number.
**********OR**********
Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #_____; (ii) Per the terms of GPO#_____; (iii) Per the terms of MPA #_____; or (iv) Per the terms of SAA #_____. Include the applicable quote/agreement number with the reference on the purchase order.
In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

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GE Healthcare

Date: 03-07-2019
Quote #: PR8-C127427
Version #: 7
Q-Exp-Date: 06-03-2019

Item No.	Qty	Catalog No.	Description	Ext Sell Price
	1		**SIGNA Voyager 1.5T 26.2**	
1	1	S7526VG	SIGNA™ Voyager 1.5T 33-Channel MR System 26.2 for Orthopedic Imaging The second generation SIGNA™ Voyager 1.5T Wide-bore MR system is designed with pioneering technology to maximize your productivity and ROI by delivering unmatched patient comfort, uncompromised clinical performance and streamlined workflow. The Voyager configuration includes the system electronics, operating software, imaging software, post-processing software and RF coil suite: • RF Receive Technology • RF Coil Suite • Ultra-High Efficiency Gradient System • ART Quiet Technology • Computing Platform & DICOM • Comfort Plus Patient Table • SIGNA™Flow and READYView Workflow • SIGNA™Works Applications Toolkit Total Digital Imaging: The SIGNA™ Voyager Total Digital Imaging RF architecture delivers pioneering technology that generates images with greater clarity and up to 25% increased SNR. TDI comprises: • Direct Digital Interface (DDI) employs an independent analog-to-digital converter to digitize inputs from each of 33 RF channels. Every input is captured and every signal digitized to deliver high quality 1.5T images. • Digital Surround Technology (DST) enables the capability to simultaneously acquire MR signal from the integrated body coil and the surface coil. By combining the digital signal from surface coil elements with the signal from the integrated RF body coil, the superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil. This results in richer, higher quality spine and body images.	$331,767.00

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Item No.	Qty	Catalog No.	Description	Ext Sell Price

TDI Coil Suite: The Total Digital Imaging Suite of coils is designed to enhance patient comfort and image quality while simplifying workflow. The Coil Package includes:

- Integrated T/R Body Coil
- TDI Posterior Array
- TDI Head Neck Unit
- Anterior Array

The TDI Posterior Array is integrated into the Comfort Plus Patient Table. To simplify workflow and enhance efficiency the system will automatically select the appropriate subset of coil elements based on the prescribed FOV.

- Elements: 32
- Length: 120.5 cm; Width: 48.6cm
- S/I coverage: 113cm head-first or feet-first
- Parallel imaging in all three scan planes

The TDI Posterior Array is designed to be used in conjunction with the TDI Head Neck Unit, the 1.5T Anterior Array, and the Flex Coils. The TDI PA is invisible to additional surface coils when they are placed directly on top of the surface.

The TDI HNU consists of 3 imaging components: a head base-plate, an anterior neuro-vascular face-array, and the open face adapter. The open-face design provides a patient-friendly feel. The base plate may be used with the open face adaptor to accommodate cervical spine exams in large or claustrophobic patients or for patients with intubation. Improved access and patient comfort may be achieved through elevation of the superior end of the coil.

- Elements: up to 29 combined with PA and AA
- Length: 53 cm; Width: 35 cm
- Height with NV Array: 35 cm
- S/I coverage: up to 45 cm with PA and AA
- Parallel imaging in all three scan planes

The Anterior Array facilitates chest, abdomen, pelvis, and cardiac

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Item No.	Qty	Catalog No.	Description	Ext Sell Price

imaging. The GEM AA is lightweight, thin and flexible, and pre-formed to conform to the patient's size and shape. With 54 cm of S/I coverage, the GEM AA permits upper abdomen and pelvis imaging without repositioning the coil.

- Elements: up to 28 combined with PA
- Length: 55.6 cm; Width: 67.4 cm
- S/I coverage: 54 cm
- R/L coverage: up to the full 50 cm FOV
- Parallel imaging in all three scan planes

Ultra-High Efficiency Gradient System: The SIGNA™ Voyager gradient coil is 2x more efficient than previous gradient coil designs (i.e. the Voyager gradient coil requires half the amount of current required by previous designs to generate the same gradient field). This eco-friendly design enables the gradients to deliver superior performance while significantly reducing power consumption. Further, the SIGNA™ Voyager gradient driver includes Intelligent Gradient Control (IGC) technology which employs a digital control system that utilizes predictive models of the electrical and thermal characteristics of the gradient coil to maximize the performance of the gradient system to deliver exceptional clinical performance.

- Peak amplitude per axis: 36 mT/m
- Up to 150 T/m/s instantaneous peak slew rate per axis
- Intelligent Gradient Control
- Maximum FOV: 50x50x48cm
- Duty Cycle: 100%

Quiet Technology (ART): SIGNA™ Voyager features Acoustic Reduction Technology (ART) designed to deliver an enhanced patient experience by significantly addressing both vibrational noise and airborne sound through 5 levels of technology.

- Gradient & RF coil isolation – isolates the resonance module from the magnet
- Vibro-acoustic isolation – isolated the magnet from the building
- Mass-damped acoustic barriers – further mute sound
- Gradient waveform optimization – user selectable

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GE Healthcare

Date: 03-07-2019
Quote #: PR8-C127427
Version #: 7
Q-Exp-Date: 06-03-2019

Item No.	Qty	Catalog No.	Description	Ext Sell Price

Computing Platform: SIGNA™ Voyager utilizes a parallel, multi-processor design to enable simultaneous scanning, reconstruction, filming, post-processing, archiving, and networking. The keyboard assembly integrates an intercom speaker, microphone, volume controls, and emergency stop switch. Start scan, pause scan, stop scan and table advanced to center hot keys are also included.

Host PC Platform - Xeon Intel® E5-1620v3
- 32GB DDR4-2133 RDIMM ECC
- 2 x 512GB Solid State Drive SATA
- 24" flat panel LCD with 1920x1200 resolution
- Single tower configuration
- DVD interchange

Reconstruction Engine - Dual Intel® Xeon® E5-2680v3 (12 Cores 2.6G)
- Memory: 96 GB
- Hard Disk Storage: 2 x 400GB SSD SATA
- 2D FFT/second (256 x 256 Full FOV): 63,796 2DFFT/second
- Operating System: Scientific Linux

DICOM: The SIGNA™ Voyager generates MR Image, Secondary Capture, Structured Report, and Gray Scale Softcopy Presentation State DICOM objects. The DICOM networking supports both send and query retrieve as well as send with storage commit to integrate with PACS archive. Please refer to the DICOM Compliance Statement for SIGNA™ Voyager for further details.

SIGNA™Works clinical applications and SIGNA™Flow are the latest software platform from GE with core pulse sequences, specialized clinical applications, workflow enhancements and visualization tools designed to enable high productivity with exceptional quality and outcomes with SIGNA™ Voyager.

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Item No.	Qty	Catalog No.	Description	Ext Sell Price

SIGNA™Flow is designed to standardize and accelerate workflow from patient set-up to scanning to review. With SIGNA™Flow exams can be completed within a few mouse clicks – delivering quality and consistency for all patients and from all technologists. At the same time, SIGNA™Flow maintains the flexibility needed to rapidly adapt and optimize exams for patient specific situations. SIGNA™Flow components and tools:

- Comfort Plus Patient Table
- IntelliTouch Land-marking
- In-Room Operator Console
- Protocol Libraries & Management Tools
- Workflow Manager & Auto Functions
- Inline Processing, Networking & Viewing
- READYView post processing (on console)

Comfort Plus Patient Table: SIGNA™ Voyager offers a fully integrated Comfort Plus patient table (also known as TDI patient table), which features the embedded TDI Posterior Array, to help improve exam efficiency, and patient comfort. The Comfort Plus patient table can be lowered to very low heights to facilitate transfer of wheelchair patients. The cradle width has also been increased by ~30% from previous generations to enable a more comfortable experience for patients.

- Maximum patient weight for scanning: 550 lbs
- Maximum patient weight for lift: 550 lbs
- Automated vertical and longitudinal power drive
- Fast longitudinal speed: 25 cm/sec
- Slow longitudinal speed: 1.9 cm/sec
- IntelliTouch & laser land-marking
- Laser alignment land-marking

IntelliTouch Land-marking: IntelliTouch is designed to reduce land-marking steps for most exams to one touch. IntelliTouch sensor technology, integrated on each side of the Comfort Plus patient table, enables the user to establish the landmark for the exam by simply touching the sensor. In addition, SIGNA™ Voyager provides laser alignment lights for exams that require

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Item No.	Qty	Catalog No.	Description	Ext Sell Price

greater precision.

The In-Room Operator Console speeds and guides the user through final patient set-up with intuitive controls and real-time feedback. Touch-screen monitors and key pads, integrated on both sides of the magnet, consolidate and place the necessary controls at the user's fingertips. During patient set-up, the in-room monitor updates status, and backlit keys guide the user to the next logical step. The in-room monitor also enables the user to check cardiac and respiratory waveforms without leaving the magnet room. With the SIGNA™ Voyager In-Room Operator Console the user has in-room control for selection of:

- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and patient position
- Cardiac waveform display and ECG/EKG lead confirmation with gating control
- Respiratory waveform display
- IntelliTouch technology land-marking
- AutoStart to initiate scanning of the first series of the selected protocol
- Display connected coils and coil status
- Display of table location and scan time remaining
- Screen saver
- Control in-bore ventilation and lighting

The in-room display also allows for the integration of third-party tools.

SIGNA™Flow Modality Worklist delivers an automated method to obtain patient, exam and protocol information from a DICOM work-list server. For sites with full DICOM connectivity, once a patient has been selected from the Modality Worklist, a new session can be started and the In-Room Operator Console will automatically highlight the relevant exam details. The Modality Worklist enables complete control of the MR protocol prescription, but also reduces work by allowing the MR protocol to be selected and linked to the patient record in advance of the

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patient's arrival.

SIGNA™Flow Protocol Tools enable exam automation while also giving the user complete control of protocols for prescription, saving, searching, and sharing. Protocols are organized into two libraries: GE Optimized (preloaded protocols) and Site Authored (customized and saved). Protocols can be saved based on patient demographics, anatomy, scan type, or identification number for rapid search and selection, and commonly used protocols can be flagged as favorites for quick selection from the Modality Work-list. ProtoCopy enables a complete exam protocol to be shared with the click of a mouse and provides a process for managing protocols across multiple systems as well as saving protocols for back-up.

GE protocols provided with the system include Protocol Notes designed to guide the user through the procedure. For special applications, Protocol Notes also include video guides with step-by-step video-based demonstration and instruction. Protocol Notes can be edited by the user to reflect protocol modifications to aid communication among users.

SIGNA™Flow Workflow Manager and Linking: Upon selection a protocol automatically loads into the Workflow Manager for implementation. The Workflow Manager controls location prescription, acquisition, processing, visualization and networking, and can fully automate these steps, if requested by the user. Once the target anatomy has been prescribed, the Linking feature can be used to translate appropriate parameters to all subsequent series that have been linked, eliminating the need for further action by the user.

Auto Functions when selected can automatically initiate the localizer, coil selection, series-to-series scanning, multi-station scanning, prescription of scan plans for brain exams, as well as delivered instructions to the patient. Pause and Resume allows the user to pause a scan in progress (even in automated mode), to respond to a patient need, and then resume mid-scan (without starting the scan over) helping to address rescans.

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Auto Protocol Optimization (APx) is designed to optimize breath-hold exams by enabling rapid adjustment of imaging parameters for patient circumstances. APx automatically calculates alternative protocol parameters, to either optimize scan time or resolution, for one click selection.

Auto Navigators enable free-breathing (respiratory compensated) body imaging for patients unable to breath-hold. The diaphragm tracker pulse automatically places and updates to streamline workflow and eliminate the set-up time associated with respiratory bellows. Auto Navigators can be use with a broad range of imaging techniques including dynamic contrast enhanced T1-weighted imaging.

SIGNA™Flow Inline Processing automatically completes post-processing steps for the user after the images have been reconstructed and saved into the database. For certain tasks, such as vascular segmentation, the user must accept the results, or complete additional steps prior to saving the images to the database. These automated processing steps can be saved to the (scan) protocol to ensure consistent output and workflow:

- Diffusion weighted series: automatic compute and save
- Diffusion tensor series: automatic compute and save
- eDWI: automatic compute and save
- Image filtering: automatic compute and save
- Maximum/Minimum Intensity Projection: automatic compute and save
- Pasting: automatic compute and save
- Reformat to orthogonal plane: automatic compute and save
- T2 map for cartilage: automatic compute and save
- 3D Volume Viewer: automatic load
- Image Fusion: automatic load
- Interactive Vascular Imaging: automatic load
- FiberTrak: automatic load
- Spectroscopy: automatic load

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SIGNA™Flow Advanced Visualization: READYView is an advanced visualization tool designed to simplify the quantitative analyses of multiple data sets. READYView automatically selects the most relevant post-processing protocol for the user and provides guided workflow and general assistance for the processing algorithms. In addition, the user can customize workflows with adjustable layouts, personalized parameter settings, and custom review steps. Key capabilities of READYView include the ability to analyze, export and save:

- Time series
- Diffusion weighted series
- Diffusion tensor series
- Variable echo series
- Blood oxygen level dependent series (functional data)
- Spectroscopy data (single voxel and 2D or 3D CSI)
- Elastography series

SIGNA™Works applications tools are designed to complement SIGNA™Flow to standardize and accelerate workflow from patient set-up to scanning to review. The clinical imaging tools are organized to address six clinical areas: NeuroWorks, OrthoWorks, BodyWorks, OncoWorks, CVWorks and PaedWorks.

OrthoWorks, OrthoWorks XT and MAVRIC SL together deliver applications and imaging options optimized for the challenges of MSK and Spine imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details.

- MARS High Bandwidth distortion reduction for FSE
- PROPELLER MB motion robust radial FSE
- 3D Cube FSE-based imaging
- 3D COSMIC modified steady state imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- FLEX fat-water separation GRE imaging
- IDEAL fat-water separation imaging for FSE and GRE
- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging

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Item No.	Qty	Catalog No.	Description	Ext Sell Price
			• CartiGram T2 cartilage assessment • MAVRIC SL MR-Conditional implant imaging • READYView post-processing While optimized for Orthopedic imaging the SIGNA™ Voyager system is also fully configured for whole body MR imaging: • NeuroWorks delivers applications and imaging options optimized for the challenges of Neuro imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details. • BodyWorks delivers applications and imaging options optimized for the challenges of Body imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details. • OncoWorks delivers applications and imaging options optimized for the challenges of Oncology imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details. • CVWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details. • PaedWorks delivers applications and imaging options optimized for the challenges of Vascular and Cardiac imaging. Please refer to the product data sheet for SIGNA™ Voyager for complete details.	
2	1	M7001NT	1.5T Voyager Magnet The SIGNA Voyager 1.5T MR system is designed to maximize your productivity and ROI while delivering unmatched patient comfort, uncompromised clinical performance and streamlined workflow. GE's Wide-Bore Magnet Design: With GE's active shielding technology and space-age composite design, the lightweight 1.5T magnet minimizes weight while preserving homogeneity and minimizing fringe fields. The result is a 1.5T magnet that does not compromise performance yet can be installed almost anywhere. The magnet's high-homogeneity delivers excellent	$321,345.00

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fat-saturation away from isocenter and ensures image quality over a full 50 cm field-of-view. Coupled with its zero-boil off technology and remote magnet monitoring technology, the SIGNA Voyager 1.5T magnet is designed to provide years of worry-free, reliable, low-cost operation.

The SIGNA Voyager introduces pioneering RF technology called TDI which stands for Total Digital Imaging and delivers imaging with greater clarity and increased SNR. TDI is built on three fundamental components:

- GE's Direct Digital Interface (DDI) employs an independent analog-to-digital converter to digitize inputs from each of the RF channels. Every input is captured and every signal digitized, literally redefining the concept of an RF channel. Not only does DDI technology improve SNR of our images, but it also works with legacy GE coils for unmatched flexibility.
- Digital Surround Technology (DST) combines the digital signal from every coil element with the signal from the integrated RF body coil. The superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil resulting in richer, higher quality spine and body images.
- Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with intelligent Micro Electro-Mechanical Switches (MEMS) by enabling coil design that supports ultrafast coil switching times for further expansion of zero TE imaging capabilities.

Dual In-Room Displays (IRD): By consolidating all controls into one place, the Dual In-Room Displays (IDR) provides real-time feedback to the operator to improve exam room efficiency With an in-room display monitor available at either side of the magnet, the technologist always has all the control he needs at his fingertips, irrespective of which side he is operating from. Further touch-screen capability makes the controls even more intuitive and easy to use. The display provides real time interaction with the scanner and the host computer. The user has direct control or selection of the following:

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- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and patient position
- Cardiac waveform display and ECG/EKG lead confirmation with gating control: trigger select, invert and reset
- Respiratory waveform display
- IntelliTouch technology landmarking
- AutoStart – initiate the scanner to automatically acquire, process, and network images
- Display connected coils and coil status
- Display of table location and scan time remaining
- Screen saver
- Control multiple levels of in-bore ventilation and lighting

Ultra High Efficiency (UHE) Gradient System: The SIGNA Voyager gradient coil is 2x more efficient than previous generation of products (i.e. the Voyager gradient coil requires half the amount of current required by previous designs to generate the same gradient field). This eco-friendly design enables the gradients to deliver superior performance while significantly reducing power consumption. The gradient is non-resonant and actively shielded to minimize eddy currents and mechanical forces within the system. The gradient coil and the RF body coil are integrated into a single module, which is water and air-cooled for optimum duty-cycle performance and patient comfort. Further, the SIGNA Voyager gradient driver includes Intelligent Gradient Control (IGC) technology which employs a digital control system that utilizes predictive models of the electrical and thermal characteristics of the gradient coil to maximize the performance of the gradient system to deliver exceptional clinical performance. Utilizing a unique acoustic barrier material, acoustic noise levels are reduced for enhanced patient comfort without compromising imaging performance.

SIGNA Voyager MultiDrive RF Whole-Body RF Coil: The SIGNA Voyager system with GE's MultiDrive RF transmit technology as a standard system feature. This system features a high efficiency

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			4-port drive RF body coil and independent RF amplitude and phase control to improve RF signal homogeneity across the field of view. The system features a fully automated optimization to adjust the RF settings for each patient to deliver optimal image quality regardless of patient size or shape.	
3	1	M50002LP	Vibroacoustic Dampening Kit The vibroacoustic dampening pad is used to isolate the magnet from the building and thereby reduce the transmission of acoustic noise in the structures in the vicinity. This pad is positioned under the feet of the magnet and its dampening characteristics are optimized for the 1.5T LCC magnet.	$5,106.78
4	1	S7525NW	Voyager Preinstallation Collector The Preinstallation Collector delivers to the site in advance of the magnet and main electronic components. This facilitates the later delivery and installation of supporting electronics. This collector contains the integrated cooling cabinet and the patient comfort and cryo hoses.	$56,849.23
5	1	M70012TR	Voyager Scan Room Collector - Short The Scan Room Collector contains a collection of cables such as gradient cables and other materials necessary for system interconnections. The short configuration is designed for room configurations that require a short length based on distance between system components.	$17,543.70
6	1	M70032VS	SIGNA Voyager SHORT Scan and Equipment Room Kit	$5,211.00
7	1	M70012RP	English Language Kit	Incl.
8	1	M7000WL	Main Disconnect Panel The Main Disconnect Panel safeguards the MR system's critical electrical components, by providing complete power distribution and emergency-off control.	$4,168.80
9	1	M1000MW	Operator's Console Table	$885.87

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			Wide table designed specifically for the color LCD monitor and keyboard.	
10	1	R33012AC	Standard Service License GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.	Incl.
11	1	S7526AD	VascularWorks XT Package • TRICKS • Inhance Suite TRICKS (Time Resolved Imaging of Contrast KineticS) provides high resolution multi-phase 3D volumes of any anatomy for fast accurate visualization of the vasculature. With segmented complex data recombination, TRICKS can accelerate 3D dynamic vascular imaging without compromising spatial detail. TRICKS also uses elliptic centric data collection for optimized contrast resolution and auto-subtraction for optimized background suppression. The result is time course imaging that does not require timing or triggering, provides high temporal and high spatial resolution, and enables the extraction of optimum phases of data. As a result, TRICKS enables reliable, high quality vascular imaging. TRICKS is compatible with surface coils and supports parallel imaging for even higher temporal resolution. The Inhance Suite application consists of several sequences designed to provide high-resolution images of the vasculature with short-acquisition times and excellent vessel detail. These sequences include: Inhance Inflow IR: Inhance Inflow IR is an angiographic method, which has been developed to image renal arteries with ability to suppress static background tissue and venous flow. This sequence is based on 3D FIESTA, which improves SNR, as well as produce bright blood images.	$41,910.34

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			Inhance 3D Velocity: Inhance 3D Velocity is designed to acquire angiography images in brain and renal arteries with excellent background suppression in a short scan time. By combining a volumetric 3D phase contrast acquisition with parallel imaging, efficient k-space traversal, and pulse sequence optimization, Inhance 3D Velocity is capable of obtaining complete Neurovascular imaging in 5-6 minutes. Inhance 3D Deltaflow is a 3D non-contrast enhanced MRA application for peripheral arterial imaging. Inhance 3D Deltaflow is based on the 3D Fast Spin Echo technique and it utilizes the systolic and diastolic flow differences to help generate arterial signal contrast. A subtraction of the systolic phase from the diastolic phase images results in arterial only images, with venous and background suppression. Inhance 2D Inflow: The Inhance 2D Inflow pulse sequence is designed to acquire angiography images of arteries, which follow almost a straight path, i.e. femoral, popliteal, carotid arteries, etc.	
12	1	M7001SE	FOCUS FOCUS delivers a highly efficient method for increasing the resolution in Single Shot DW EPI sequences. The outcome delivers robust high resolution results while removing artifacts typically induced from motion, image backfolding or unsuppressed tissue. In addition, with the higher efficiency of the application, the reduced field of view imaging leads to a reduction in blurring that translates into an overall improvement to the image quality result. The sequence utilizes 2D selective excitation pulses in DW-EPI acquisitions to limit the prescribed phase encoded field of view at both 1.5T and 3.0T field strengths.	$10,422.00
13	1	M7006AE	MAGiC DWI MAGiC Diffusion provides the ability to acquire lower b-value diffusion data and extrapolate to higher b-value results leading to inherent high signal to noise gains in addition to scan time reduction through the computed b-value principle.	$13,896.00

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14	1	M7006AF	HyperSense HyperSense provides a scan time reduction technique while maintaining SNR through an innovative data compression algorithm for 3D based Cube and ToF sequences.	$26,055.00
15	1	M7000SB	1.5T Flex Suite, Premium The Flex Suite is a versatile set of high density 16-channel receive coils designed to give high quality images in a wide range of applications. The high degree of flexibility is particularly advantageous when imaging patients that do not fit the constraints of rigid coils, improving the patient and technologist experience. The size and shape of the elements in each flex coil have been optimized for high SNR and parallel imaging for the volume embraced by the coil. This extended set includes all three sizes of coils; Small, Medium, and Large, and a knee stabilization fixture. They cover a broad range of musculoskeletal applications, including hand, wrist, elbow, shoulder, hip (unilateral and bilateral), knee, ankle, and foot. In addition, the coils' versatility has been shown in a range of general purpose applications that include head, neck, and spine exams. Includes: • 1.5T Flex Coils - Small, Medium, and Large Arrays. • 1.5T Flex Interface Module 16-channel Fixed, P-Connector. • Flex Knee Stabilization fixture. • Flex GP Strap and Interface Module Cover. • Flex Cable Take-up Pad and General Purpose Stabilization Pad.	$64,269.00
16	1	M7005BE	Flex Array Positioner The Flex Array Positioner is a multipurpose support for a broad range of exams including foot, ankle, forefoot, knee, and head. A dedicated forefoot attachment allows the flex array elements to be wrapped tightly around the foot, yielding improved image quality. A repositionable support pad in the foot and ankle	$2,779.20

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			attachment allows for selection of a 90 degree position, or a relaxed position of the ankle. The pads and straps included with the stabilizer facilitate rapid setup and allow for flexibility in how the anatomy is secured.	
17	1	E8914DC	GE Healthcare has partnered with the Glen Dimplex Group to offer chillers designed to meet the needs of your MR System. This chiller is highly reliable and is verified to perform with GE Healthcare MR systems. As part of your integrated GE Healthcare solution, you'll work with a single contact throughout the whole installation. A Project Manager of Installation will help with building layout, room designs, delivery and installation - every step until your system is ready to scan. Our team will work seamlessly with architects, contractors and your internal team to help ensure timely, cost-effective completion. Once your cooling system is running, you'll get fast, highly-skilled service support managed through GE Healthcare with the same quality and response time you expect from your MR system. FEATURES AND BENEFITS - Designed to provide stable fully dedicated cooling for your MR system's needs - Compact housing, zinc-plated and powder coated, painted white, suitable for outdoor installation - Water/glycol outdoor-air-cooled chiller to support your highest exam volumes and your full range of diagnostic procedures - Quiet operation between patient exams and overnight - ideal for facilities in residential areas - Comes with installation support, commissioning of the chiller, one preventative maintenance visit per 12 months (3 total visits), and 36 months of parts and labor warranty - Installation support includes: support through GE's Project Manager of Install, GE's Design Center, technical support from the Glen Dimplex	$51,920.00

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Item No.	Qty	Catalog No.	Description	Ext Sell Price
			company - Comprehensive and quality service rapidly delivered through our CARES service solution - 300 liters of water-glycol pre-mixture (60/40%) - Remote display panel provides the ability to monitor the system's operation from the control room. When plugged into a LAN connection, system can be remotely monitored and diagnosed for proactive maintenance. - Highly recommended that Vibration Isolation Spring Kit (E8914DG) be added for systems that will be rooftop mounted - Environmental friendly and non-ozone harming refrigerant R134a - Condenser coated for coastal areas with specially treated nano coating to increase resistance against corrosion, salt water and dust SPECIFICATIONS - Net Cooling Capacity: 49 kW at 60Hz, 41kW at 50Hz - Coolant Outlet Temperature: 50 F (10 C) - Max Coolant Pressure : 3.2 Bar - Refrigerant: R134a - Coolant: 60% water and 40% glycol with inhibitors - Ambient Temp Range: -13 to 122 F (-25 to 50 C) - Tank Capacity: 100 liters - Supply Voltage: 460v/3 phase /60 Hz or 400v/3 phase/50 Hz - Overall Size (L x W x H) 855mm x 2295mm x 1930mm COMPATIBILITY: - GE Signa Pioneer 3.0T MR system and GE Signa Voyager 1.5T MR system NOTES: - Chiller is non-returnable and non-refundable.	
18	4	W0004MR	4 Days MR TiP Onsite Training Four Days MR Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.	$36,000.00

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			This training program must be scheduled and completed within 12 months after the date of product delivery.	
	1		**NonProducts**	
19	1		$15,000 applied to 3rd-Party Rigging Services. Rigging remains the responsibility of Customer. Any rigging costs in excess of this amount shall be the responsibility of Customer. Unapplied rigging funds will be forfeited without refund or credit.	$15,000.00

Quote Summary:

2003 Philips Achieva 103665-08951	**($75,000.00)**
Total Quote Net Selling Price	**$930,128.92**

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

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Options

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

Item No.	Qty	Catalog No.	Description	Ext Sell Price	
20	1	M7001NL	1.5T 16-Channel T/R Knee Array	$32,000.00	X_____
			The 16-Channel Knee Array is a transmit/receive coil that produces high resolution images of the knee and is optimized for parallel imaging in all three directions to reduce acquisition times.		

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

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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 (does not include SaaS); "SaaS," or software as a service, is non-exclusive and non-transferable access and use of a GE Healthcare web or mobile-based platform and/or software application and associated support; "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 Digital Products" are: (i) Software or SaaS 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 licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product or SaaS as made available by GE Healthcare to Customer.

2. Term and Termination. Services, SaaS 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 the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate it. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in a 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 in the United States. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of 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 or SaaS Quotations, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment 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 is responsible for network and site preparation, including costs, in compliance with 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 Products requiring installation, if GE Healthcare delivers the Product 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 Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital 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 Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. 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 Digital 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, the Service is provided or the SaaS is accessed will govern this Agreement.

7.3. Force Majeure. Performance time for non-monetary obligations 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, SaaS 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 will survive the Agreement's end.

7.6. Intellectual Property. GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, SaaS, Documentation and statements of work related to a Quotation ("SOW") or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, SaaS and related Documentation, and GE Healthcare may use it in an unrestricted manner.

8. Compliance.

8.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products or using SaaS 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 or SaaS 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. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; or (vi) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK, PRODUCT OR SAAS IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

8.3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

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-validated 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 or SaaS 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 or SaaS. 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 or SaaS purchase, the respective start date for Services or SaaS; 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: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access 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 defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

8.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products, Services and/or SaaS for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all the property rights resulting from such collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

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; (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software; and/or (iii) terminate Customer access to the SaaS or remote hosted 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 LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, SAAS OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

9.3. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

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, Software or SaaS in accordance with the Specifications, 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 defend Customer against and pay for Customer losses arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

Customer will indemnify and defend GE Healthcare against and pay for GE Healthcare losses arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product or SaaS; (c) modification of the Product or SaaS; or (d) material breach of this Agreement.

For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification and may retain counsel at its own expense; and (ii) the indemnifying party is not responsible for any settlement without its written 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. Magnetic Resonance ("MR").

11.1. Magnetic Maintenance and Cryogens. Customer is responsible for: (i) cryogen loss due to power loss or water chiller failure for the MR's shield cooler or condenser system during installation; (ii) costs for cryogen replacement plus transfill labor at GE Healthcare's then-applicable rates; (iii) post-assembly supply and installation of cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's warranty. MR magnetic fields attract ferro-magnetic articles and are capable of rapidly accelerating them toward the magnet, creating danger to persons in the vicinity and possible system damage. Magnetic and radio frequency fields may adversely affect the operation of pacemakers, equipment containing magnetic reed switches and aneurysm or surgical clips.

11.2. MR Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for MR Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the MR 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 MR Equipment. The "Uptime Commitment" for MR Equipment is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

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

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

12. 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.

13. Software as a Service Terms.

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. 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.

GE Healthcare Warranty Statement

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 provided "AS IS" and is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

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) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) adjustment, alignment, calibration, or planned maintenance; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable 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), except Optima XR240amx partial upgrades, which are warranted for 1 year
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 original equipment manufacturer ("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.

Optima X-Ray 240amx: 2 years (excluding detectors, which are standard)

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

LOGIQ e, Venue 50, LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ e and Venue 50), except the following have a 1 year warranty:

Transducers: TEE probes, including 6Tc-RS, 6VT-D and 9T-D

Carts: Venue 50 Docking Cart, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) 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.

LOGIQ P9 R2.5 and newer, LOGIQ F8 (2016 model and newer), LOGIQ V5 and Vivid T8 along with related transducers and peripherals purchased with them: 3 years (5 years for LOGIQ P9 R2.5 and newer), except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

Venue, along with related transducers purchased with it: 5 years, except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external), peripherals and printers

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone 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 damage.

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 ultrasound 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)

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 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

Blood pressure cuffs and related adaptors and air hoses: 1 month

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 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Attachment D

GE Healthcare Technologies

GE Healthcare
PO Box 414
Milwaukee, WI 53187

May 1st, 2019

Chris Hollar
Manager, Capital Acquisitions
Materials Resource Management
Atrium Health
Office: 704-512-7247

RE: 2003 Philips Achieva 103665-08951 (ID / Serial 103665-08951)

Dear Chris,

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. Atrium Health (AH) Copperfield Imaging is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing 2003 Philips Achieva 1.5T MRI Scanner as part of your upcoming GE Signa Voyager 1.5T MRI purchase and estimate the de-installation and removal will be completed at no additional charge to AH. AH will be responsible for the cost of any scan room construction, renovation, clearing the rig path, rigging costs, and opening the scan room access panel. We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.

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

Sincerely,

-Herb

Herb Klann
Account Manager, GE Healthcare
Diagnostic & Interventional Imaging

M 724-504-8778
Herb.Klann@GE.com

Attachment E

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: Copperfield MRI Replacement

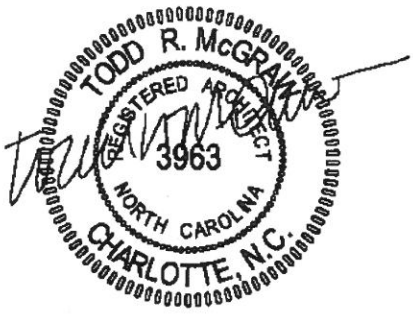
Provider/Company: Atrium Health

(1)	Purchase price of land	$0
(2)	Closing costs	$0
(3)	Site Preparation	$0
(4)	Construction/Renovation Contract	$657,000
(5)	Landscaping	$0
(6)	Architect/Engineering Fees	$117,000
(7)	Medical Equipment	$1,153,000
(8)	Non Medical Equipment	$0
(9)	Furniture	$0
(10)	Consultant Fees (CON Fees, Legal Fees)	$0
(11)	Financing Costs	$0
(12)	Interest During Construction	$0
(13)	Other (IS, Security, Internal Allocation, Mobile MRI Rent)	$41,000
(14)	**Total Capital Cost**	$1,968,000

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

05.-3.19

(Signature of Licensed Architect or Engineer) *DATE*



Sales taxes have been included in these equipment costs. However, because Atrium Health is entitled to a sales tax refund under N.C. Gen. Stat. § 105-164.14(b) and 105-467, the sales tax that Atrium Health initially incurs for this medical equipment purchase will be refunded to Atrium Health, and thus will reduce the capital costs that Atrium Health actually incurs for the equipment by $85,283.00.