NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

VIA EMAIL ONLY

March 11, 2021

Robert A. Hamill
rhamill@hallrender.com

Exempt from Review – Replacement Equipment

Record #:	**3495**
Date of Request:	February 19, 2021
Business Name:	North Carolina Radiation Therapy Management Services, LLC
Business #:	2124
Project Description:	Replace existing CT Scanner
County:	Buncombe

Dear Mr. Hamill:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the GE Discovery RT 16 CT scanner to replace the GE LightSpeed QX/i CT scanner. 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.

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

Sincerely,

Ena Lightbourne
Project Analyst

Lisa Pittman
Assistant Chief, Certificate of Need

cc: Radiation Protection Section, DHSR
Construction Section, DHSR

HALL RENDER
KILLIAN HEATH & LYMAN

Hall, Render, Killian, Heath & Lyman, LLP
Perimeter Three
3015 Carrington Mill Blvd.
Suite 450
Morrisville, North Carolina 27560

Robert A. Hamill
(919) 447-4970
rhamill@hallrender.com

February 19, 2021

VIA EMAIL

Martha Frisone
Chief
North Carolina Division of Health Service Regulation
Healthcare Planning and Certificate of Need Section
809 Ruggles Drive
Raleigh, NC 27603
Martha.Frisone@dhhs.nc.gov

RE: **Replacement of CT Scanner at 20 Medical Park, Asheville, North Carolina 28803**

Dear Ms. Frisone:

We represent North Carolina Radiation Therapy Management Services, LLC ("**NCRTMS**"). We are writing to inform the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Health Planning and Certificate of Need Section ("**CON Section**") of NCRTMS' intention to replace the computed tomography scanner ("**CT Scanner**") that is currently in operation at 20 Medical Park, Asheville, North Carolina, 28803 ("**Existing Equipment**"). For the reasons explained below, NCRTMS' replacement of the Existing Equipment is exempt from certificate of need ("**CON**") review pursuant to N.C. Gen. Stat. § 131E-184(a)(7).

1. **Description of Equipment**.

The Existing Equipment is a GE LightSpeed QX/i. A description of the Existing Equipment's features and capabilities is attached hereto as Exhibit A. The Existing Equipment was acquired by NCRTMS as refurbished equipment in 2012. The Existing Equipment has been in operation at Radiation Therapy Associates of Western North Carolina since that time, and is used to provide diagnostic imaging services to the facility's patients. Upon replacement, the Existing Equipment will be moved out of state and disposed of.

NCRTMS intends to replace the Existing Equipment with a new GE Discovery RT 16 acquired from GE ("**Replacement Equipment**"). The Replacement Equipment will be used to provide the same diagnostic imaging services to cancer patients as the Existing Equipment. The

Replacement Equipment will have the same technology as the Existing Equipment, will be functionally similar to the Existing Equipment, and will be used to provide the same diagnostic imaging services to patients. A description of the Replacement Equipment's features and capabilities is attached hereto as Exhibit B. The acquisition of the Replacement Equipment will not result in more than a 10% increase in patient charges or per-procedure operating expenses within the first 12 months following acquisition. NCRTMS' total cost to acquire the Replacement Equipment is approximately $933,200.00. A summary of the costs to acquire and install the replacement equipment is attached hereto as Exhibit C. Documentation supporting those costs is attached hereto as Exhibit D.

2. **Overview of Applicable Law**.

"Replacement equipment" is exempt from CON review. N.C. Gen. Stat. § 131E-184(a)(7). "Replacement equipment" is equipment that costs less than $2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. N.C. Gen. Stat. § 131E-176(22a). The cost of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making the equipment operational shall be included when calculating the total cost of replacement equipment. *Id*.

Replacement equipment is comparable to the equipment being replaced if: (i) it has the same technology as the existing equipment, although it may possess expanded capabilities due to technological advancements; (ii) it is functionally similar and used for the same diagnostic or treatment purposes and is not used to provide a new health service; and (iii) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per-procedure operating expenses within the first 12 months after replacement. 10a N.C.A.C. 14c. 0303(d).

Replacement equipment is not comparable to the equipment being replaced if, among other reasons: (i) the replacement equipment is new or reconditioned, the existing equipment was purchased second-hand, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; (ii) the replacement equipment is new, the existing equipment was reconditioned when purchased, and the replacement equipment is purchased less than three years after the acquisition of the existing equipment; or (iii) the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment. *Id*. at (e)(1)-(3).

3. **Analysis**.

The Replacement Equipment constitutes "replacement equipment", as defined under Section 131E- 184(a)(7), and is therefore exempt from CON review for the following reasons:

a. The total cost of the Replacement Equipment is less than $2,000,000;

b. The Existing Equipment will be removed from the state and disposed of;

c. The Replacement Equipment has the same technology as the Existing Equipment, with expanded capabilities due to technological advancements;

d. The Replacement Equipment is functionally similar to the Existing Equipment, will be used for the same diagnostic purposes, and will not be used to provide a new health service;

e. The acquisition of the Replacement Equipment will not result in a 10% increase in patient charges or per-procedure operating expenses within the first 12 months; and

f. While the Existing Equipment was reconditioned when purchased and the Replacement Equipment is new, the Replacement Equipment is being purchased more than three years after the acquisition of the Existing Equipment, and the Replacement Equipment is not capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the Existing Equipment.

On behalf of NCRTMS, we respectfully request that the CON Section provide written confirmation that NCRTMS' replacement of the Existing Equipment with the Replacement Equipment, as described herein, is exempt from CON review pursuant to N.C. Gen. Stat. § 131E-184(a)(7).

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your review and consideration of this matter.

Sincerely,

HALL, RENDER, KILLIAN, HEATH & LYMAN, LLP

Robert A. Hamill

Exhibit A

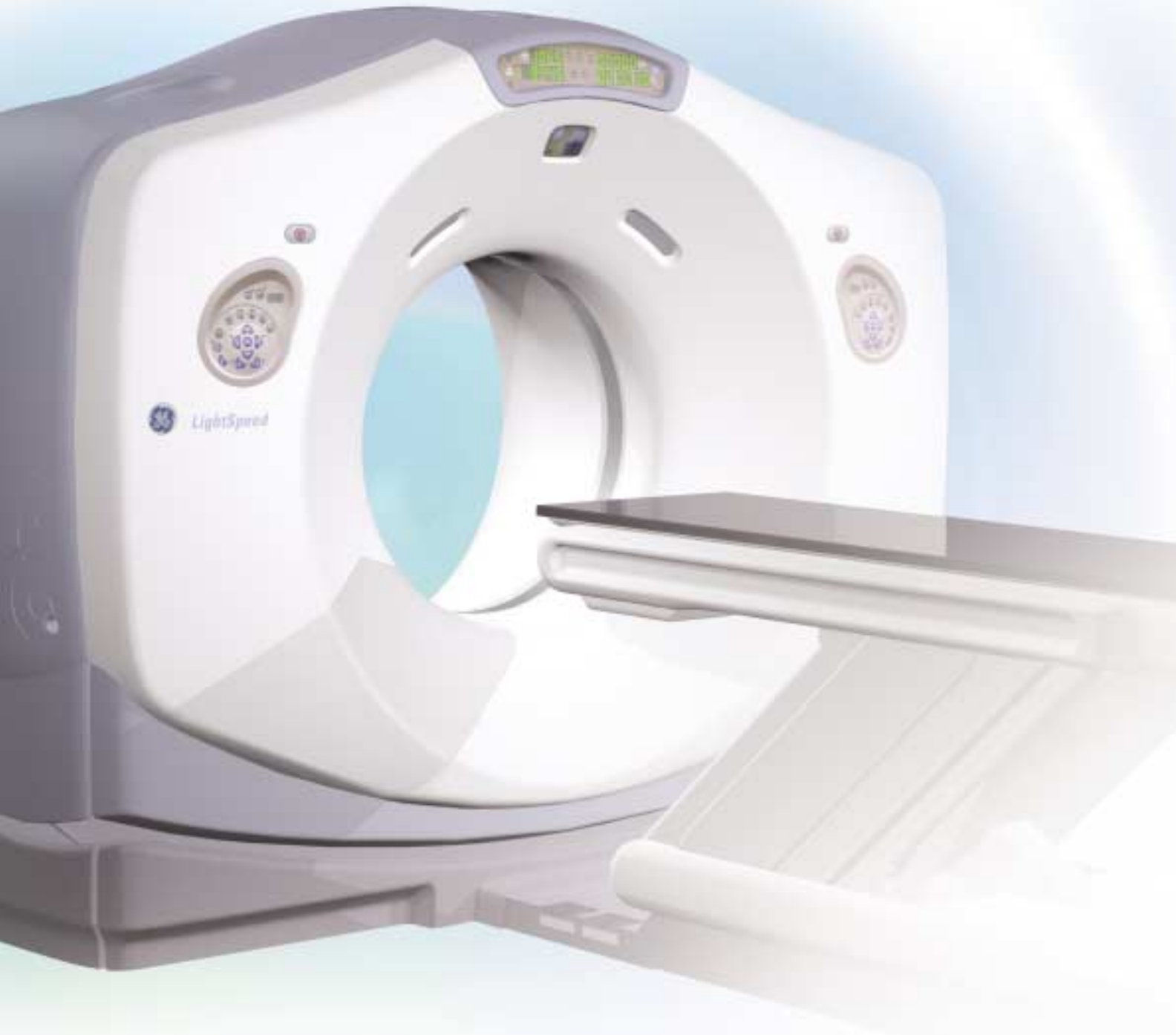
Existing Equipment

[See Attached]

GE Medical Systems

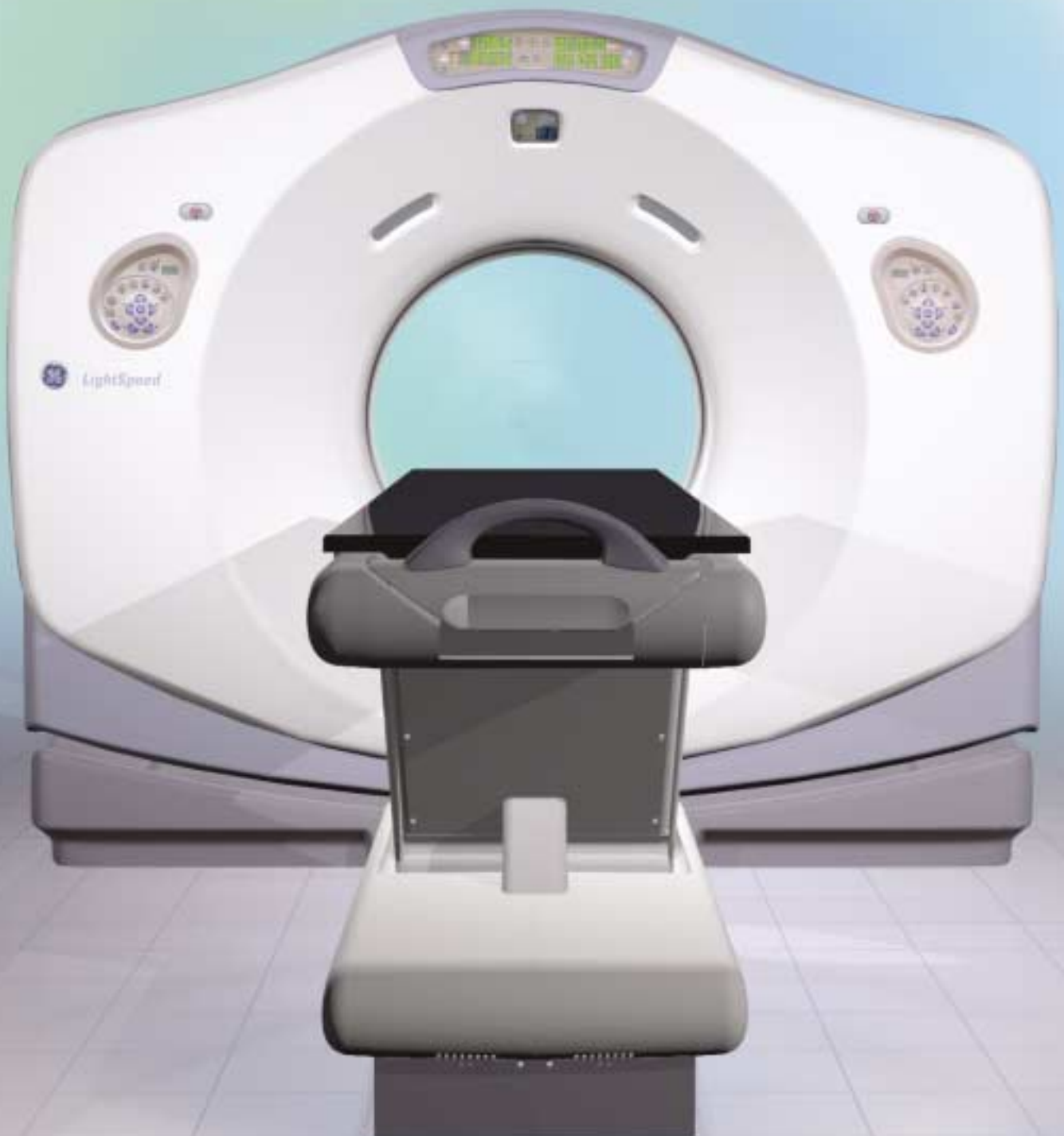
LightSpeed RT

GE's Oncology CT system



imagination at work

Multiple possibilities



Position and precision

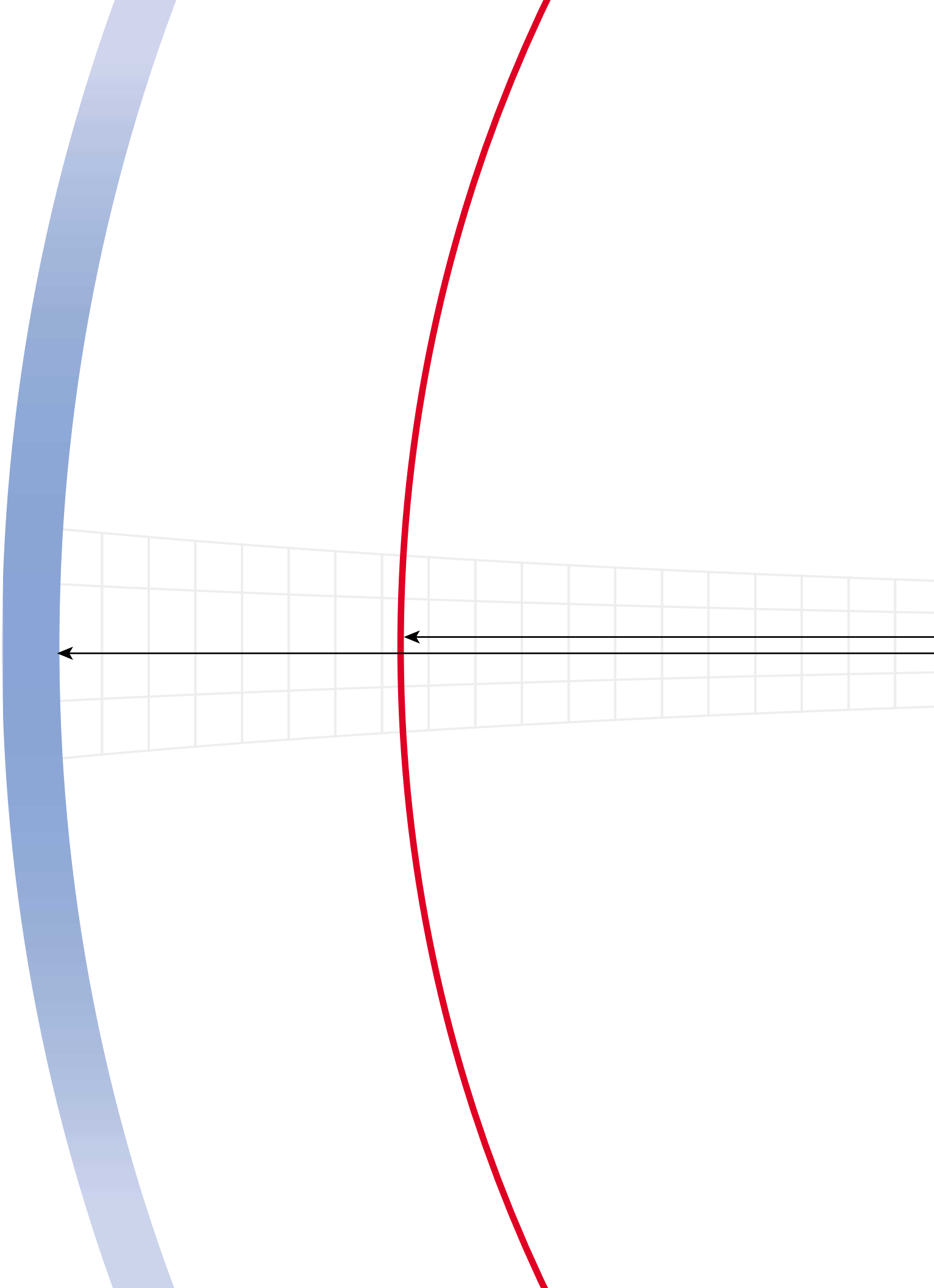
At GE Medical Systems, we're pioneering exciting CT technology for Radiation Therapy planning. Introducing the newest addition to our LightSpeed® series – LightSpeed RT, the first *multi-slice*, wide-bore CT scanner with the largest field of view in the industry.

With a generous 80 cm gantry opening, the LightSpeed RT bore is 10 cm larger than conventional scanners. This provides complete flexibility for patient positioning freedom – even for the most demanding oncology needs. And the 65 cm variable field of view delivers 15 additional centimeters of visual coverage, allowing clinicians to see a patient's entire anatomy for precise radiation therapy planning.

Thin, multi-slice imaging is the extra bonus – enabling respiratory gating, providing precise target delineation and delivering higher resolution digitally reconstructed radiographs (DRRs) than ever before. All adding up to the ability for you to deliver what really matters most – better cancer care for your patients.

Plus, the LightSpeed RT scanner is available with the Exact™ couch insert, enabling you to consistently replicate patient immobilization for treatment.

With LightSpeed RT, the future of your Radiation Oncology department is wide open.



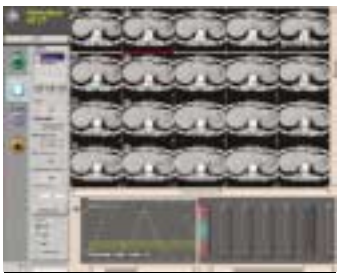
Grand c

Wide field of view – 65 cm

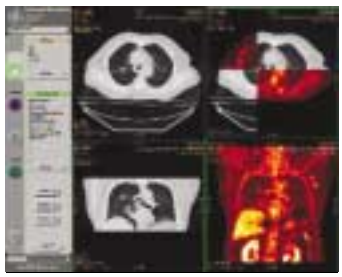
The multi-slice LightSpeed RT system is the platform for GE's advanced radiation oncology applications. These applications also enhance treatment planning for new radiation treatment technologies, such as IMRT.

Advantage 4D captures the full range of motion of critical internal structures and lesions during respiration. This knowledge aids Oncologists in selecting the proper phase of the respiratory cycle to plan for a more targeted radiation treatment.

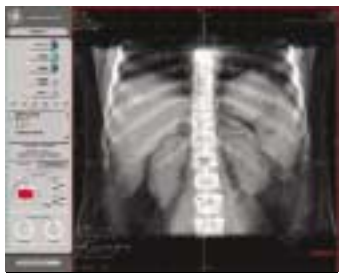
Advantage Fusion applications provide automatic multi-modality registration for MR/CT, PET/CT or CT/CT. GE's fusion packages extend beyond conventional image-matching software by offering the capability of non-rigid or deformable registration. Multi-modality data helps clinicians target critical structures with greater confidence.



Advantage 4D



Advantage Fusion



Advantage Sim 6.0

opening

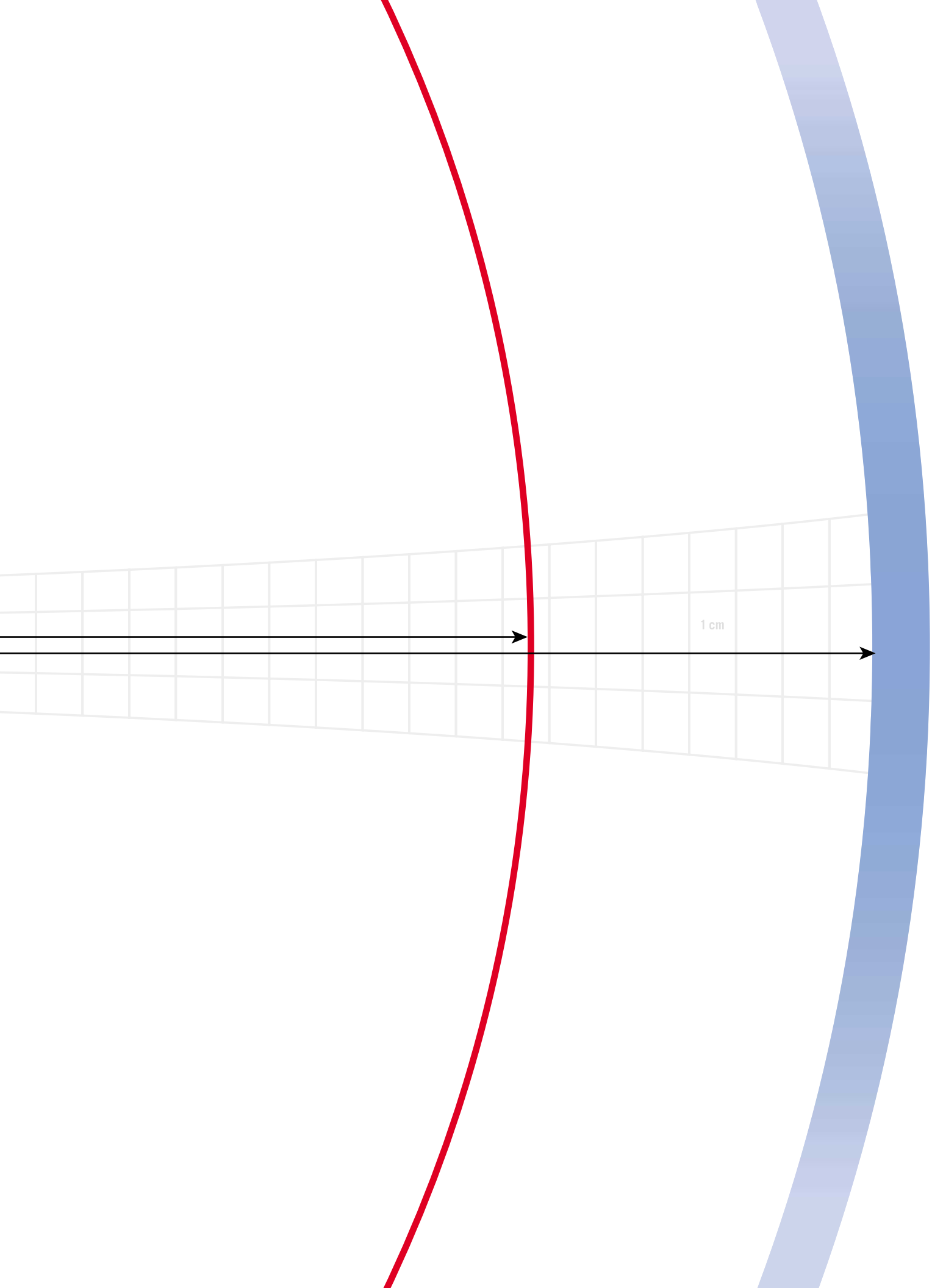
Gantry opening – 80 cm

Advantage Sim 6.0 offers a robust package of virtual simulation and planning tools. Powerful macros increase productivity for geometric planning and generate high-resolution DRRs and exquisite low-contrast resolution for visualizing tumors and critical structures.

GE is also forging new partnerships. GE Medical Systems and Varian Medical Systems have come together in a unique alliance to bring you See and Treat™ Cancer Care – a visionary new approach to cancer care. This alliance of expertise combines GE's CT for Oncology imaging with Varian's high-resolution Intensity Modulated Radiation Therapy (IMRT) technology to help physicians localize and treat cancers more precisely.

LightSpeed RT is the platform for the future – its multi-slice capabilities and un-compromised patient positioning allow you to add technologies as they develop, keeping you on the leading edge of oncology imaging for radiation therapy planning.

SEE & TREAT™ CANCER CARE


1 cm

For more than 100 years, healthcare providers worldwide have relied on GE Medical Systems for medical technology, services and productivity solutions.

So no matter what challenges your healthcare system faces – you can always count on GE to help you deliver the highest quality healthcare.

For details, please contact your GE representative today.

GE Medical Systems

03-8471 05/03 Printed in USA

Internet – gemedical.com
GE Medical Systems
P.O. Box 414, Milwaukee, Wisconsin 53201 U.S.A.

GE Medical Systems – Europe: Fax 33-1-30-70-94-35
Paris, France

GE Medical Systems – Asia:
Tokyo, Japan – Fax: +81-425-85-5490
Hong Kong – Fax: +852-2559-3588

Exhibit B

Replacement Equipment

[See Attached]

GE Healthcare

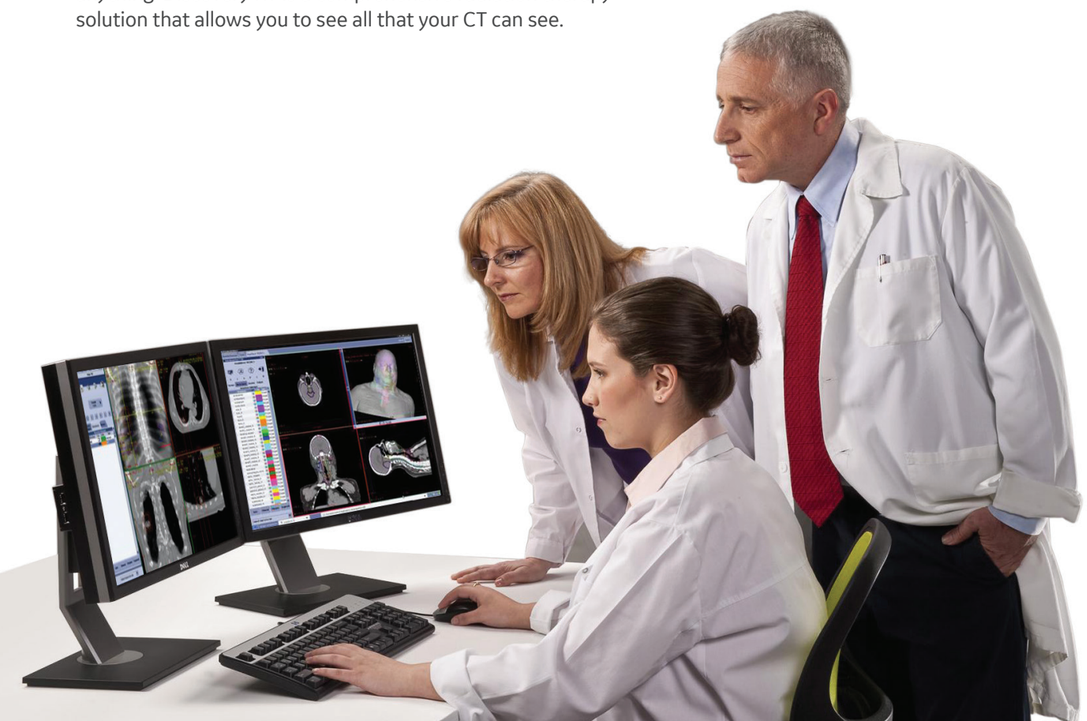
Discovery™ RT

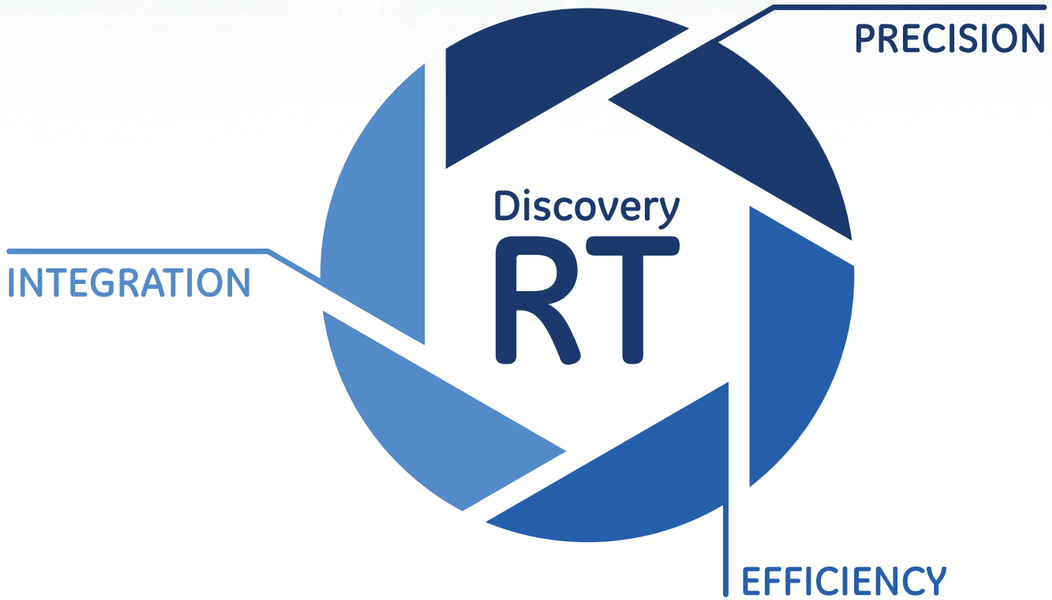
With MaxFOV Technology

See all Discovery RT can see

See Everything. Miss Nothing.

Radiation therapy planning technologies are interconnected. In the past, enhancements to one feature could only be made by impacting another. You had to choose between a wide bore or a high quality image. Discovery RT changes all of that with an all-encompassing approach to radiation therapy planning. You get a streamlined workflow and sub-millimetric images that are effectively free of motion and metal artifacts. And it allows virtually complete imaging of the entire bore so you don't miss anything. Discovery RT is a comprehensive radiation therapy solution that allows you to see all that your CT can see.





Every Edge, Every Contour, Every Image

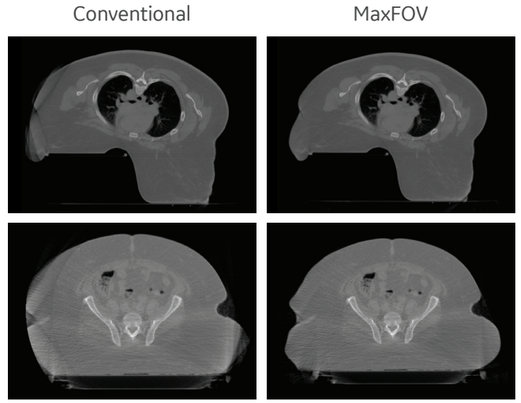
For true precision imaging, you need to see all that your CT can see for every patient in any position and only the right combination of technology can achieve it. Max Field-of-View (MaxFOV) provides edge-to-edge acquisition with virtually no blind spots, delivering CT images with specified spatial and density values, an industry first. And MicroVoxel thin slice reconstruction enables precise contours. Combined with a high power x-ray source, it's the perfect match for outstanding quality images with excellent contrast.

MaxFOV

A full view, edge-to-edge, with specified accuracy to help increase your confidence

The unique needs of radiation oncology make it important to have image data across the entire bore of the CT simulator. Patients are often positioned off-center to accommodate positioning accessories and dose calculations require data from the entire physical anatomy. Until now, the architecture of the CT tube and detector had limited simulation technology, creating a compromise between efficiency and precision.

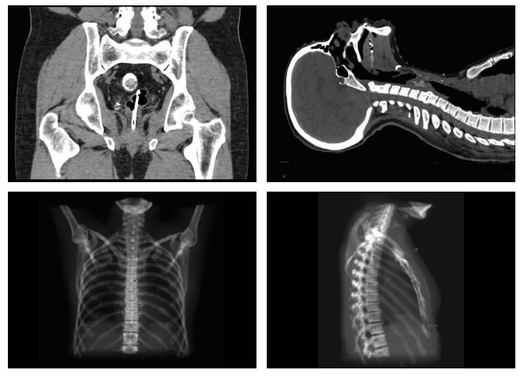
MaxFOV uses GE Healthcare's proprietary algorithms to leverage collected data that traditional algorithms ignore to essentially build a complete view of everything within the CT's bore, edge-to-edge, so you won't miss anything.



MicroVoxel

Resolve smaller structures, enable accurate contours, and deliver DRRs with outstanding resolution and image clarity

Powered by a 100 kW generator and 0.625 mm slice thickness, our exclusive MicroVoxel technology delivers superb 2D and 3D images through the optimum choice of sub-millimeter slice thickness and reconstructed voxel size.



Discovery RT EFFICIENCY

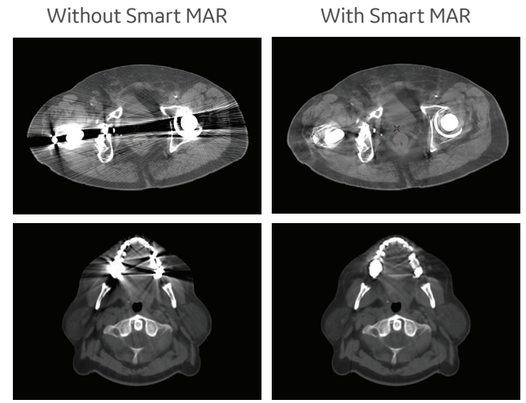
Outsmart Metal and Motion

Work with smart applications that minimizes two of your workflow's biggest challenges: motion and metal. Smart Metal Artifact Reduction reduces metal artifacts in a single scan and automatically generates both corrected and uncorrected images for quick comparisons. And Smart Deviceless 4D measures the effects of motion using image data instead of an external device. Together, they allow you to see reduced scan setup times and consistent, protocol-driven workflows.

Smart Metal Artifact Reduction

Significant reduction of streaks and shadows to save your time correcting images

Smart MAR is designed to reduce artifacts of high density materials, including orthopedic implants, dental fillings and other metal in the body. Our metal artifact correction technology is based on raw data, enabling you to reduce artifacts caused by both photon starvation and beam hardening.



Smart Deviceless 4D

Respiratory gating without an external device to improve your efficiency

By measuring respiratory motion directly from the patient's chest, this breakthrough innovation allows you to create 4D images without the use of an external monitoring device. By removing the external gating system, D4D helps you simplify the workflow, improve the patient's comfort and reduce maintenance.

INTEGRATION

Discovery RT

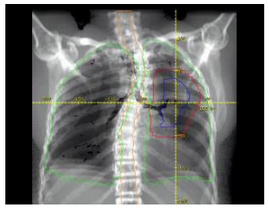
Enhance What Your CT Sees

AdvantageSim MD virtual simulation software enhances what you image with the latest in simulation and localization technology and makes it available to your other clinical resources. You can load and display data sets from multiple modalities, integrate 4D data into the planning process and fuse multiple volumetric acquisitions together. And because it is on the AW Server, you can access it outside of the workstation and easily share all that your CT sees with your patient's care team.

AdvantageSIM™ MD and AW Server

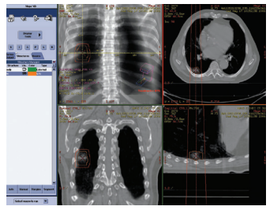
Automated tools for advanced planning from your work space. Anywhere from any PC.

Sophisticated yet simple, this simulation application produces precise data for accurate localization, beam placement and isocenter marking. Combined with GE's image fusion package, you have the complete suite of easy-to-use tools for multi-modality and multi-phase simulation. Powered by GE's AW Server technology, we offer a trio of powerful tools for your radiation oncology workflow including AdvantageSim MD, Advantage 4D™ and automatic image fusion. The AW Server gives you access to our complete suite of oncology applications from virtually any PC.



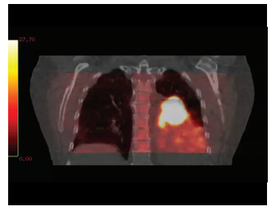
Easy isocenter marking

Quickly perform isocenter marking in as few as 10 clicks



Effortless 4D review and simulation

Define moving targets through simple 4D contouring and easy review for tumor identification



Unlimited flexibility to utilize multi-modality data

Automatically import unlimited CT, PET/CT and MR image sets into a side-by-side or fused view layout

Automated tools for workflow efficiency and simplicity

In addition to routine simulation tools, advanced features such as autosegmentation and replanning streamline the workflow and reduce the need for additional workstations

Imagination at work

Product may not be available in all countries and regions.
Contact a GE Healthcare Representative for more information.

GE Healthcare
3000 N. Grandview Blvd.
Waukesha, WI 53188
USA

Exhibit C

Cost Summary

Item		Cost
Land	Existing	N/A
Equipment	GE Discovery RT 16	$595,000.00
Construction		$150,000.00
Sales Tax	8%	$63,200.00
A/E Fees	Laser set-up	$30,000.00
Professional Fees	Legal	$10,000.00
Contingency	10%	$85,000.00
Total Project Cost		**$933,200.00**

Exhibit D

Documentation Supporting Costs

[See Attached]

GE Healthcare

November 16, 2020
Quote Number: **2007342374.4**
Customer ID: **U-00645978**
Agreement Expiration Date: **2/10/2021**

Genesiscare
2234 Colonial Blvd
Fort Myers, FL 33907-1412

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

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

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

Governing Agreement:	GEHC Standard Terms Apply
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	$595,000.00
Sales and Use Tax Exemption	No Certificate on File

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

___ Cash

___ GE HFS Loan ___ GE HFS Lease

___ Other Financing Loan ___ Other Financing Lease Provide Finance Company Name _____

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

Genesiscare

DocuSigned by:
Signature: Blake Howard
446A9DDDD3B64AD...

Print Name: Blake Howard

Title: Treasurer

Date: 12/23/2020

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Dallas Fikar

Title: Account Manager - VASO Mfr Rep

Date: November 16, 2020

GE Healthcare

November 16, 2020
Quote Number: **2007342374.4**
Customer ID: **U-00645978**
Agreement Expiration Date: **2/10/2021**

To Accept This Quotation

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

Name: Dallas Fikar

Email dallas.fikar@ge.com

Phone:

Fax:

Name: James Markvicka

Email: james.markvicka@med.ge.com

Phone: 813- 787-3605

Fax: 888-453-3947

Payment Instructions

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

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

FEIN: 83-0849145

Genesiscare

Addresses:

Bill To:	Genesiscare	2234 Colonial Blvd, Fort Myers, FL, US, 33907-1412
Ship To:	Genesiscare	2234 Colonial Blvd, Fort Myers, FL, US, 33907-1412

To Accept This Quotation

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

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

(i)Per the terms of Quotation # _____, (ii) Per the terms of GPO #_____; (iii) Per the terms of MPA# _____: or (iv) Per the terms of SAA # _____.

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

GE Healthcare

November 16, 2020
Quote Number: **2007342374.4**
Customer ID: **U-00645978**
Agreement Expiration Date: **2/10/2021**

Catalog Item Details

Line	Qty.	Catalog	
1	**1.00**	**S7891AE**	**Discovery RT - EX**

See everything. Miss nothing. Discovery RT Gen 2 delivers a comprehensive radiation therapy solution that provides an all-encompassing approach to radiation therapy planning, driving precision imaging with sub-millimetric images across a wide 80 cm field-of-view. Combined with the TG66 compliant table to deliver accurate patient positioning, the Discovery RT Gen 2 is also an ideal CT simulator for precision radiotherapy applications such as SRS and SBRT.

In addition, the Discovery RT Gen 2 expands on our commitment of advancing the state-of-the-art in 4D respiratory gating with interactive 4D, the newest workflow enhancement to our suite of unique 4D respiratory gating solutions. The entire 4D workflow is automated on the CT console, providing advanced capabilities for routine clinical applications such as IMRT and capabilities for advanced research such as 4D IGRT.

Last, GE's exclusive Advantage Sim MD radiation therapy simulation application can be added on a workstation or server platform to provide a complete simulation solution including:

• Isocenter placement
• Contouring
• Advanced auto-segmentation
• Multi-modality support
• 4D support for motion management
Note: Advantage Sim MD and 4D respiratory gating solutions are optional items.

Key standard system components:

Gantry: Advanced slip ring design continuously rotates the generator, Performix™ Pro VCT 100 tube, Matrix II detector and Volara digital data acquisition system around the patient.
• Aperture: 80 cm
• Maximum scan field of view (SFOV): 50 cm
• Maximum display field of view (DFOV): 80 cm
• Rotational Speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 1.0, 2.0, 3.0 and 4.0 seconds.
• Integrated breathing lights and countdown timer
• Integrated start scan button with countdown timer to indicate when x-ray will turn on

X-ray Tube: Performix™ Pro VCT 100 metal-ceramic tube unit offers an optimized design for exams requiring a large number of scans without tube cooling such as 4D studies. Performix™ Pro VCT 100 tube allows 8.0 MHU of storage and capability of 100kW at 140kV operation.

High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.
• Output Power: 100 kW
• kV Range: 80, 100, 120, 140 kV
• mA Range: 10 to 800 mA, 5 mA increments

Internal Laser Lights: - Defined internal and external scan planes to +/- 1mm accuracy - Operate over full range of gantry tilt - Coronal light remains perpendicular to axial light as gantry tilts making visual readout easy from tableside or the operator console

HiLight Matrix II Detector: The HiLight Matrix II detector was designed to deliver consistent image quality with its 21,888 individual elements:
• Outer rows: 1.25mm effective cell size in the z-axis at isocenter
• Inner 16 rows: 0.625mm effective cell size in the z-axis at isocenter

Volara Digital DAS (Data Acquisition System): The Volara digital DAS dramatically reduces noise and improves image quality, especially in low dose exams, large patient, or areas of the anatomy that are difficult to image such as shoulder and hips.
• 12,288 available input channels - 1968Hz maximum sample rate - Effective analog to digital conversion range greater than 8,000,000:1

Operator Console: Compact and integrated industrial design console
• Split tabletop allows unrestricted patient viewing while supporting two 19-inch color LCD monitors. Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements.
• Xtream™ FX, the next evolution of GE's workflow platform is built on the LINUX operating system and can deliver the fast network transfer rates of 10fps.
• GE's CrossBeam cone beam reconstruction algorithm delivers up to sixteen frames per second reconstruction at full resolution for any slice thickness.
• The two 19-inch monitors support scan and recon, as well as image display, processing, analysis and management.

Maximum Field of View (MaxFOV): 80 cm DFOV
• MaxFOV skin line accuracy of: 2 mm from 50 cm to 70 cm DFOV, 3 mm from 70 cm to 80 cm DFOV
• MaxFOV density accuracy of: 40 HU from 50 cm to 70 cm DFOV, 80 HU from 70 cm to 80 cm DFOV

Line	Qty.	Catalog	
2	**1.00**	**B7877DW**	**VT 1700 Table**

The VT 1700 table enables volume scanning. Key features of the VT 1700 table include: 500 lb weight capacity, 1700 mm scannable range, 175 mm/sec travel time, real-time position control to support advanced applications such as SnapShot Pulse, VolumeShuttle and Volume Helical Shuttle.

Line	Qty.	Catalog	
3	**1.00**	**B7580GA**	**RT Std cable set**

Standard Cable Set

Line	Qty.	Catalog	
4	**1.00**	**B7590EN**	**English Keyboard Kit**

English Keyboard Kit

Line	Qty.	Catalog	
5	**1.00**	**B7590BD**	**Smart MAR 2.0**

Smart MAR 2.0 metal artifact reduction software helps reduce photon starvation, beam hardening and streak artifacts caused by high Z material in the body.

Smart MAR 2.0 offers:
Exceptional image quality by reducing metal artifacts using a novel three-step, sinogram based iterative algorithm
Streamlined workflow by requiring only one scan, making the process of obtaining a corrected image fast and efficient
Versatility in imaging by offering the ability to scan across a range of metal sizes including but not limited to hip implants, dental fillings, screws and other metal objects
Integrated with MaxFOV for reconstruction out to 80 cm DFOV

Line	Qty.	Catalog	
6	**1.00**	**B7820HJ**	**ASiR™ (Adaptive Statistical Iterative Reconstruction)**

ASiR™ is a reconstruction technology that enables clinicians to optimize scan image quality parameters for optimized pixel noise standard deviation and radiation dose. The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of diagnostic images, thereby reducing the dose required. The CT technologist can acquire a scan using auto ASiR guidance, which allows the scanner to automatically select the ASiR level by selecting a dose reduction percentage. In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

Line	Qty.	Catalog	
7	**1.00**	**B7580MT**	**Deviceless 4D option**

Smart Deviceless 4D, a breakthrough innovation in 4D CT simulation for RT planning, improves productivity and delivers suburb efficiency, as it:

• is an alternative and efficient solution for 4D imaging and virtual simulation - without an external device.
• Eliminates the need for the sometimes complex & time-consuming exam specific setup using an external respiratory monitoring device
• Uses internal anatomical metrics from image data to determine breathing signal in real-time
• Combines amplitude & phase binning for optimal 4D CT image quality
• Provides streamlined, protocol-driven 4D simulation workflow, enhancing productivity and enabling shorter 4D CT examination times

Smart Deviceless 4D enables outstanding 4D CT image quality and optimized workflow, without the connection & maintenance of an external device:
• Precise measurement offers real-time data and internal anatomical metrics for visualization of tumor and organ motion
• Protocol-driven workflow...uses the same simple, efficient 4D workflow for all patients; enables clinicians to setup and scan with just a few clicks of the mouse
• Fewer parts, no additional device...no connection or parts issues, no time-consuming setup and no added hassles; built-in functionality offers inherent high reliability

Line	Qty.	Catalog	
8	**1.00**	**B7580WD**	**Advantage 4D on Scanner**

Advantage™ 4D on the console captures the full range of motion of critical internal structures and lesions during respiration. This application on the operator's console, aids users in selecting the proper phase(s) of the respiratory cycle in order to plan for a more targeted standard or gated radiation treatment, eliminating the need to apply general-or guessing margins. It provides the ability to perform respiratory motion assessment on the console prior releasing the patient from the CT simulator.

Auto4D is the mode of Advantage™ 4D on the console, which offers a faster, even more efficient automated 4D process workflow including binning and intensity image creation.

• Auto 4D reduces the 4D binning time by 45%

• Auto 4D enables 4D images to be automatically binned, networked and available in AdvantageSim™ MD or Treatment Planning System within 1.5 minute or less.

Line	Qty.	Catalog	
9	**1.00**	**S7891AG**	**32 slice Axial Overlapped Reconstruction**

Overlapped reconstruction feature enables 32 slices per rotation in axial scanning modes and delivers improved Z-axis visualization

performance relative to non-overlapped reconstruction.

Line	Qty.	Catalog	
10	**1.00**	**B7820HD**	**Adaptor Kit Interface**

Adaptor cabling for console with LCD monitor & Suspension

Line	Qty.	Catalog	
11	**1.00**	**B78552CA**	**CT Operator Console Desk**

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

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

It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.

Line	Qty.	Catalog	
12	**1.00**	**B7660B**	**Chair**

Chair for CT scanner

Line	Qty.	Catalog	
13	**1.00**	**B77292CA**	**CT Service Cabinet**

Service cabinet for system accessories storage

Line	Qty.	Catalog	
14	**1.00**	**B7999ZB**	**2 Phase Uninterruptible Power Supply**

Vertiv Uninterruptible Power Supply with custom designed cables to interconnect with GE scanners. The UPS Primarily Backs Up the System Computer Functions.

Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.

Line	Qty.	Catalog	
15	**1.00**	**B7590BH**	**CT Seismic Kit**

Seismic kit for Gantry, Table and Console

Line	Qty.	Catalog	
16	**1.00**	**B7900LC**	**Low Dose CT Lung Screening Option with Indication For Use**

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

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

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

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

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

http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cancer-screening

Line	Qty.	Catalog	
17	**2.00**	**B7500CS**	**1.5 DAYS ONC APPS TRG**

1.5 Days Oncology Applications Training

Line	Qty.	Catalog	
18	**1.00**	**E8016AZ**	**CT Table Slicker with Cushion - 1700 Systems (2-pc Set)**

FEATURES/BENEFITS
- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants
- Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

COMPATIBILITY
- VCT with GT 1700 Table, CT HD750

Line	Qty.	Catalog	
19	**1.00**	**E8016BA**	**CT Footswitch Slicker - 2000 & 1700 Systems**

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty.	Catalog	
20	**1.00**	**E6315JE**	**DIACOR RTP Flat Tabletop for CT and PET/CT Systems - RT16, DVCT, Disc 600/690, HD750 and VCT**

Diacor Radiation Therapy Planning Overlay for GE Healthcare Global Tables, Model 1700, 2000 and PET/CT The Radiation Therapy Planning Overlay, or “CT Overlay”, provides a secure flat surface for CT Simulation applications, consistent with the treatment couch, for accurate and reproducible patient positioning.

FEATURES/BENEFITS
• Carbon fiber construction with foam core provides durable, light-weight device with outstanding imaging properties
• Varian Exact Technology and Indexing Immobilization Patient Positioning system along entire length of the overlay
• Designed specifically for GE Healthcare's Global Table
• Easily locks and unlocks from the CT Table, providing easy transition between therapy and diagnostic procedures

INCLUDED:
• Carbon Fiber CT Overlay with locking accessories
• Two Varian Exact Couch Indexing Bars
• One Varian Respiratory Gating Interface Plate and associated mounting hardware

SPECIFICATIONS:
Weight: 30 lbs. (13.61 kg)
Length: 85.25 in. (217.17 cm)
Width: 20.87 in. (53.0 cm)
Height: 1.62 in. (4.12 cm)

Line	Qty.	Catalog	
21	**1.00**	**E4502BE**	**CT Main Disconnect and UPS Control 380-480V 50 60Hz 125A**

Main Disconnect Panel (MDP) UL 125A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface\semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits
• The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
• The system provides stock availability of otherwise special-order devices, saving time and installation costs
• Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site

assembly
• UPS emergency power-off functions are included for future, partial system UPS addition.
• Disconnects system power on first loss of incoming power, preventing damage to system components
• Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
• Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
• The door has provisions for padlocking
• Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features
• Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
• UL, cUL listed, and CE labeled
• Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
• Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
• Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available shout circuit current is 25,000A or less for compliance to all electrical codes
• Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
• Factory wired and tested
• All devices are selected for high reliability and long life
• Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO
• This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.
Seismic Specifications

• This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
• The seismic performance characteristics are as follows: SDS(g) ≤ 2.56; z/h ≤ 1.0 ; Ip ≤ 1.5

Physical Characteristics

• Dimensions: Height x Width x Depth: 30 x 16 x 8 inches (762 x 407 x 203 mm)
• Handle depth: 2.75 inches (70 mm)
• Weight: 55 pounds (25 kg)
Components supplied with each panel

• The Main Disconnect and UPS Control Panel
• An Installation, Operations & Service Manual
• (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
• Drawings and Electrical Schematics NOTES:
• Customer is responsible for arranging for installation with a qualified party
• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
22	**1.00**	**E4502YA**	**Seismic Kit for E4502F and E4502KY UPS**

A seismic-rated kit designed to support E4502F (14kVA) and E4502KY (10kVA), our exclusive CT Partial UPS offerings. NOTES:
• Customer is responsible for rigging and arranging for installation with a qualified party
• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
• Removal/disposal of the old unit is the customer's responsibility.

Line	Qty.	Catalog	
23	**1.00**	**W0305CT**	**TIP CT Console Upgrade Training Program**

This training program is designed for customers purchasing a Console Upgrade to a GEHC CT system. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline, and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:
- Onsite training (generally 3 days)
- Virtual Inclusions may include:
o Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
o Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
o Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
o On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Onsite training days will be mutually agreed upon, but generally will not exceed 6 days. Onsite training will be provided from 8am-5pm local time Monday-Friday. Virtual Offerings are unlimited. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance, and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately.
All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Qty.	Credits and Adjustments	
1.00	**HiSpeed QX/i Trade-in**	**$0.00**

Total Quote Net Selling Price: ***$595,000.00***

GE Healthcare

November 16, 2020
Quote Number: **2007342374.4**
Customer ID: **U-00645978**
Agreement Expiration Date: **2/10/2021**

Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
B7716WK	**1.00**	**Prospective Respiratory Gating Package**	**$18,000.00**	____
		The Prospective Respiratory Gating Option, together with Varian's RPM, provides the means to trigger the scan according to a start point defined upon the respiratory cycle in free breathing or breath-hold mode. Pre-requisite: Varian RPM option (not included)		

Catalog Number	Qty.	Description	Net Price	Initial
B7716WM	**1.00**	**Cabling for RPM unit to Gantry**	**$667.00**	____
		RPM CABLE: cable for connecting CT and RPM		

Catalog Number	Qty.	Description	Net Price	Initial
E8819KZ	**1.00**	**Table/Couch Mount Varian RGSC w/Installation and one day Varian Customer Applications training on the use of the RGSC unit included (Americas and Asia Only)**	**$83,175.00**	____

Catalog Number	Qty.	Description	Net Price	Initial
E8505VG	**1.00**	**Docking Station for CARINAnav system only. Not for use with CARINAsim**	**$650.00**	____

Catalog Number	Qty.	Description	Net Price	Initial
E8505VH	**1.00**	**LAP DORADOnova 3 green wall system with CARINAnav (Remote capability)**	**$66,900.00**	____
		Precise patient marking, accurate planning and exact positioning are key factors for optimizing a treatment plan. Patient marking takes place during CT simulation (virtual simulation) and is required for reproducible treatment positioning on the LINAC. The DORADOnova 3 laser system together with the LAP laser control supports this crucial and important marking process and conforms to your department's workflow. You select the mounting version, the laser color and the control system. Offering various configurations and mounting options, the system is designed to meet any and all room requirements. LAP laser systems are fitted with unbreakable, specially flattened glass windows. LAP moveable laser modules will not switch on until they are placed at their prescribed positions. A linear encoder continuously varies the position of the stepper motor to compare the laser modules actual position to its nominal position. The laser module travel range of 700 mm makes the LAP DORADOnova 3 system an excellent solution. In order to achieve		

consistent precision of the laser line over the entire travel range
the mechanical components are manufactured to near-zero tolerance and are perfectly aligned.
Includes REMOTE CONTROL- Laser adjustment while the housing is closed, no additional tool required

Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on **November 16, 2020,** between the GE Healthcare business identified on the Quotation and **Genesiscare** ("Customer"), is made a part of Quotation # **2007342374.4 ^** dated **November 16, 2020** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE Healthcare has received a clean title signed over to GE Healthcare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE Healthcare is to take possession of them in order for GE Healthcare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE Healthcare.

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

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

D. GE Healthcare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (ii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned – Customer is required to confirm for GE Healthcare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Trade-In Equipment Mfr.	Model & Description	Quantity	System ID*	Trade-In Amount ($)
GENERAL ELECTRIC	HiSpeed QX/i Trade-in	1.00	CT40131BCT	$ 0.00

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

Genesiscare

DocuSigned by:
Signature: Blake Howard
446A9DDDD3B64AD...

Print Name: Blake Howard

Title: Treasurer

GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: 12/23/2020 **Date:** _____

^ A Quotation number must be provided on this document.

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

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

GE Healthcare Terms & Conditions (Rev 01.30.20)

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software 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 as made available by GE Healthcare to Customer.

2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation 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 this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of 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 consistent with the terms of this Agreement. 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, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and 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 Subscriptions, 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, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and 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 upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

5.

5.1. 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.

5.2. Acceptance.

5.2.1. 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.

5.2.2. 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.

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

5.2.4. Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

5.3. 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.

5.4. 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.

5.5. Audit. GE Healthcare may audit Customer's use of Software, Subscription 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, Subscription or use of the Healthcare Digital Product.

6. **Security Interest and Payment**.

6.1. 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.

6.2. 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.

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

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

8. **Subscriptions**. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

8.1. Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.

8.2. Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

8.3. Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.

8.4. Support Services. Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

8.5. Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

8.6. Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

8.7. Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and

Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.

8.8. Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.

9. **General Terms.**

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

9.2. Governing Law. The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.

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

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

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

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

10. **Compliance.**

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

10.2. 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; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) 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 OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3. 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.

10.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-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.

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

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

10.7. Connectivity. If a Product has remote access capability: (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.

10.8. Use of Data.

10.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as 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.

10.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services 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 intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

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

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

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

11. **Disputes and Arbitration.**

11.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

12. Liability and Indemnity.

12.1. 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, OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE, 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.

12.2. 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.

12.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

12.4. General Indemnification.

12.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay 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.

12.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay 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: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

12.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

13. **Payment and Finance.**

13.1. 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.

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

13.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

14. **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.

15. **Imaging Equipment Uptime Commitment**. GE Healthcare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE Healthcare with: (i) access to Eligible 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 Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible 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 Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that Eligible Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when Eligible 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.

16. **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.

17. **Subscription Products and ViewPoint Software Maintenance Terms and Conditions**.

17.1. Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

17.2. Scope.

17.2.1. Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

17.2.2. Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

17.2.3. Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

17.2.4. Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

17.2.5. Remote Access Support. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

17.2.6. Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to 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.

17.2.7. Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

17.2.8. Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.

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

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.

1.7. Subscription Products. Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

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) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (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, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades 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

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.

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.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

Other Accessories: Batteries (internal & external), and printers and peripherals, 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 and, Versana Premier and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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, TEE cleaning & storage system

Transducers: TEE Probes

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.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

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).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may

elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 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

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

INVOICE

Invoice Number	1411
Creation Date	December 23, 2020
Due Date	January 2, 2021

Yoder Construction
5165 Hwy 9 N
Mill Spring nc 28756
828-223-0016
pineknotyoder@gmail.com

INVOICE TO:
Genesis Care - USR Ashville
20 medical park dr.
Ashville nc

Description	Quantity	Unit Price ($)	Total ($)
CT PROJECT Labor and materials and project management - CT treatment Room/CT bathroom/CT control Room demo and reconstruct to specs for new machine project,, All demo work flooring casework ceiling tiles and sheet rock where needed, new framing doorways , new ceiling tiles (calla 2822) Using existing grid minor repairs where needed, New floor (LVT patcraft Anew 00520 mistrel), New Base (tarket dct-08 icicle) new wall paint(sw promar 200 ice cube eggshell),new trim and door paint (sw promar 200 pussy willow semigloss) all sheetrock repairs, one door relocated from control room entrance to treatment room entrance, one new door to control room , all minor loose ends taken care of / sink plumbing bath tilt and more,	1	39,206.00	39,206.00

Parts Subtotal	$39,206.00
Grand Total	$39,206.00

Crawford Electric, LLC
P O Box 953
Franklin, NC 28744 US
(828) 421-0145
jccrawford06@gmail.com
crawfordelectricwnc.com

Estimate

ADDRESS
21st Century Oncology - Asheville
20 Medical Park Dr
Asheville, NC 28803

ESTIMATE #	DATE	EXPIRATION DATE
1464	12/22/2020	01/22/2021

ACTIVITY	QTY	RATE	AMOUNT
Electrical Service CT Swap This estimate is to change out 8 existing 2'x4' lights with new LED lights, also to change out 8 can lights with 8 LED wafer lights. We will run new feed wires for 125 AMP from the MDP to the existing CT control box location for the new CT machine control box. Price is to use existing conduit and to install a new 125 Amp breaker. Price includes mounting new control box and wiring in new machine. If there is any work on moving the Lap lasers that will cost extra. Price is based off of the existing conduits being where they need to be, and if we can pull the old wire out and new wire in. We are not responsible for any concrete cutting or drywall removal needed to complete our job. If any additional work is needed to be done other than what is listed above it will be an extra charge.	1	14,400.00	14,400.00

Authorized Signature For Crawford Electric:
_____ Date:_____

TOTAL **$14,400.00**

Note:This proposal may be withdrawn by us if not accepted within 30 days.
Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hearby accepted. You are authorized to do the work as specified.

Authorized Signature For Customer:
_____ Date:_____

Accepted By

Accepted Date

Estimate 1369 from Carter Designs, Inc.

1 message

Carter Designs, Inc. <quickbooks@notification.intuit.com> Mon, Dec 21, 2020 at 4:36 PM
Reply-to: mail@cartercabinetry.com
To: pineknot.yoder@gmail.com
Cc: mail@cartercabinetry.com

Please review the estimate below. Feel free to contact us if you have any questions.
We look forward to working with you.

Have a great day,
Carter Designs, Inc.

---------- Estimate ----------

PO Box 267
Rutherfordton, NC 28139 US
(828)245-4880

Estimate #: 1369
Date: 12/15/2020
Exp. Date:
$46,124.21

Address:

Genesiscare
20 Medical Park Dr.
Asheville, NC 28803

Activity	Service	Qty	Rate	Amount
Job; 21st Century Oncology	Cabinetry	1	0.00	0.00
Laminated cabinets- Euro Boxes Exterior Laminate-Formica-Hard Rock Maple-86992-58 Interior-White Melamine **Cabinets per drawings				
Rooms #1, #2, #3	Cabinetry	1	31,144.21	31,144.21
Delivery and Installation	Delivery	1	4,800.00	4,800.00
White Zeus-3cm Quartz Eased Edge Profile Unpolished cutout for sin	Counter To	1	10,180.00	10,180.00

Total = $46,124.21

Cutouts for wiring
Installation

Total:	$46,124.21