



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

JOSH STEIN • Governor

DEVPUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

February 4, 2025

Amanda Allen

amanda.allen@conchealth.com

Exempt from Review – Replacement Equipment

Record #: 4692
Date of Request: January 17, 2025
Facility Name: Annie Penn Hospital
FID #: 932940
Business Name: Annie Penn Hospital
Business #: 78
Project Description: Replace CT scanner
County: Rockingham

Dear Ms. Allen:

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 Apex Elite CT scanner to replace the Siemens AS Definition CT scanner, serial #10742499. 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,

Yolanda W. Jackson
Project Analyst

Micheala Mitchell
Chief

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

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

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January 16, 2025

Ms. Micheala Mitchell, Chief
Ms. Yolanda Jackson, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation, NC DHHS
2704 Mail Service Center
Raleigh, NC 27699-2704

Re: Computed Tomography (CT) Equipment Replacement at Annie Penn Hospital
(Lic# H0023/FID#932940)

Dear Ms. Mitchell and Ms. Jackson:

I am writing to you today to provide prior written notice that The Moses H. Cone Operating Corporation d/b/a Cone Health intends to replace one (1) computer tomography (CT) scanner at Annie Penn Hospital pursuant to NCGS § 131E-184(f). This equipment replacement project will not increase the total inventory of CT scanners owned and operated by Cone Health.

The existing equipment is a Siemens Definition AS 64 slice CT scanner purchased by Cone Health in 2017 that has now reached the end of its useful life. Current downtimes have increased due to the age of the equipment. The existing CT scanner downtimes are extended due to the challenge of finding equipment to repair it. The new GE Apex Elite replacement CT scanner is not only more efficient, but it will also allow for more patient exams each day due to faster scan times and higher quality images. Please see *Attachment 1* for a comparison of the features of the existing and proposed replacement equipment.

The capital cost for the new GE Apex Elite machine is \$1,718,587. *Attachment 2* includes a quote from Siemens for the replacement equipment. Page 22 indicates that Siemens will remove and dispose of the existing CT machine. The total capital cost for the project is estimated to be \$3,091,200, including \$1,336,423 of construction costs, which were estimated by CPL Architecture, the architect for this project, based on their experience with similar projects.

The proposed project meets the requirements set forth in NCGS § 131E-184(f). First, Annie Penn, located at 618 South Main Street, Reidsville, NC 27320, is a main campus as defined by NCGS § 131E-176(14n). CT services are provided on the campus at the

same address. Annie Penn is licensed as an acute care hospital by the Acute and Home Care Licensure and Certification Section of DHSR. Please see *Attachment 3* for relevant pages from Annie Penn's 2024 Hospital License Renewal Application confirming the main campus address and operation of one (1) CT scanner. Fred Gainey, Interim President, Annie Penn Hospital, Cone Health, exercises operational and financial control of Annie Penn. His office is located in the Administration suite at Annie Penn. *Attachment 4* includes a campus map of Annie Penn showing the hospital campus, the administration suite, and the imaging department where the CT scanner is located and where the replacement equipment will be located. Finally, this letter serves as prior written notice to the Department.

I look forward to receiving confirmation of the exempt nature of this project. Please feel free to reach out to me with any questions you have.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristy R. Kubida", with a stylized flourish at the end.

Kristy R. Kubida
Director, Strategy and Planning

Attachments

cc: Fred Gainey, Interim President, Annie Penn Hospital
Chris Deangelo, Executive Director, Radiology Services, Cone Health

Attachment 1
Equipment Comparison Form

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	CT 64	GE 16CM
Manufacturer	Siemens	GE
Model number	AS	Apex Elite
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	10742499	TBD
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	8/14/2017	Est 7/25
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	
Total cost of the equipment	\$718,587	\$1,754,777.21
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Annie Penn 618 S Main St Reidsville, NC 27320	N/A
Document that the existing equipment is currently in use	Currently in Use	NA
Will the replacement equipment result in any increase in the average charge per procedure ?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	
Will the replacement equipment result in any increase in the average operating expense per procedure ?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	Neuro, Body, MSK	Neuro,Body, MSK, Cardiac
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	MSK,Body,Neuro, Breast and Cardiac MRI

Date of last revision: 5/17/19

Attachment 2
Equipment Quote

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
 GE PRECISION HEALTHCARE
 TAX ID (83-0849145)**

Moses H Cone Memorial Hospital Operating Corporation
Annie Penn Memorial Hospital
 618 S Main St
 Reidsville, NC 27320-5020

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 (including line/catalog details included herein) 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.

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:	Premier
Terms of Delivery	FOB Destination
Billing Frequency(Subscriptions)	Annually
Auto-Renewal(Subscriptions and other Term-Based Purchases)	Yes
Billing Terms	80% on Delivery / 20% on Acceptance
Payment Terms	NET 45 DAYS
Sales and Use Tax Exemption	No Certificate on File
Net Price (Year 1)	\$1,632,777.21
Annual Subscription Price (for the remainder of the Initial term)	\$61,000.00
Total Quote Net Selling Price	\$1,754,777.21

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.

Moses H Cone Memorial Hospital Operating Corporation
 Annie Penn Memorial Hospital

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Bob Garlington

Title: Account Manager - VASO Mfr Rep

Date: December 26, 2024

Document Instructions

Please sign and return this quotation together with any Purchase Order(s) to:

Email: bob.garlington@gehealthcare.com

Phone: +1 8653122474

Fax:

Payment Instructions

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

P.O. Box 96483
Chicago, IL 60693
FEIN: 83-0849145

Moses H Cone Memorial Hospital Operating Corporation Addresses:

Annie Penn Memorial Hospital

Bill To: ANNIE PENN MEMORIAL HOSPITAL ANNIE PENN MEMORIAL HOSPITAL ACCOUNTS PAYABLE 618 S MAIN ST
 REIDSVILLE NC 27320

Ship To: ANNIE PENN MEMORIAL HOSPITAL ANNIE PENN MEMORIAL HOSPITAL 618 S MAIN ST REIDSVILLE NC 27320-5020

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan 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).
- If your purchasing process requires a purchase order, please make sure it includes:
 - 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

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating 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 # _____.

Catalog Item Details

Line	Qty	Catalog	
1	1.00	Y000LC	Pricing Non-Disclosure Language

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty	Catalog	
2	1.00	S7919CL	Revolution Apex Elite Power Pro Digital

The Revolution Apex Platform is the first CT Scanner that can be configured from a 40 mm Detector Coverage system to a 160 mm whole organ coverage scanner. The coverage can be changed in the future with a detector upgrade while maintaining all other hardware features like the 80 cm bore, High Power X-Ray Tube, and Advanced Gantry Hardware while maintaining the same software and user interface features.

The Revolution Apex Elite Power Pro Digital Configuration (160 mm coverage detector) offers a Gemstone Clarity Detector with whole organ coverage and the power to achieve 1200 max mA. The Revolution Apex Elite Power Pro Digital also comes with the industry's fastest rotation speed of 0.23 seconds per rotation to provide excellent temporal resolution. The scanner configuration also comes equipped with our HyperDrive Technology that allows scan speeds up to 437 mm/s. All coverages of the Gemstone Clarity detector include High-Definition Image Acquisition enabling a 0.23 mm spatial resolution and can also enable Gemstone Spectral Imaging (Spectral Package option) where kV-mA synchronized switching between 80 kVp and 140 kVp provides superb Dual Energy Image Quality without sacrificing the 50 cm FOV. It pairs the full potential of the fastest, most powerful CT platform in the industry with breakthrough image quality powered by TrueFidelity™ that works with both single energy and Gemstone Spectral Imaging (GSI) Images. The Revolution Apex Elite Power Pro Digital Configuration is also equipped with the latest workflow solution, Effortless Workflow. Effortless Workflow eliminates task-based work for the Technologist by reducing the number of clicks to execute a scan by 66%. The Revolution Apex Elite Power Pro Digital Configuration also comes equipped with Smart Subscription ensuring the latest GE software options are available on the scanner to help support clinical solutions. This ensures your scanner remains up to date over the term of your subscription. Package subscriptions can be selected by care area or an unlimited subscription gives access to all the software packages that Smart Subscription has to offer.

Cardiac Imaging

The Revolution Apex Elite Power Pro Digital Configuration comes with all cardiac acquisition software and hardware to enable our Unlimited 1-Beat Cardiac scanning. Unlimited 1-Beat Cardiac allows you to use Axial Prospective Gating to capture the heart in a single rotation regardless of heart rate or BMI. Effortless workflow for cardiac combines the capabilities of Auto Prescription and Auto-Gating to optimize the scan parameters for every patient to ensure the optimal dose and image quality by adjusting parameter based on patient size and the ECG waveform from the Integrated Cardiac Monitor. Smart Phase helps to optimize the phase that is reviewed by the clinician and the 0.23 s rotation speed can be enhanced with our motion correction software, SnapShot Freeze 2 (Cardiac Package option), to enable a 19.5 ms effective temporal resolution.

Neuro Imaging

With 16-cm coverage, the Revolution Apex Elite Power Pro Digital allows for whole brain imaging without shuttling the table. This technology in combination with FastStroke (Neuro Package option) allows for a full ischemic stroke workup in less than 5-minutes. Multi-varying sampling allows the user to reduce overall dose during a perfusion exam by varying the sampling time while doing perfusion exams. This is done by sampling quickly during the arterial phase and slowing down the sampling during the washout phase. In addition, for standard Neuro Imaging, the Revolution Apex Elite Power Xtream comes with Enhanced Boundary (EB) and Enhanced Contrast (EC) features to improve Grey-White Matter differentiation and the option to collimate Neuro protocols to 20 mm.

Oncology

Every Revolution Apex is equipped with a Gemstone Detector that can enable Gemstone Spectral Imaging (Spectral Package option) which can be used in oncology diagnosis to enhance lesion conspicuity. For abdominal cancers, the combination of the Quantix Tube (1200 mA) and TrueFidelity allow for improved image contrast for both single and dual energy scans that enables superb image quality, even for high BMI patients. The 16-cm detector allows for whole organ perfusion studies in the abdomen without shuttling the table.

Emergency Department

For the Revolution Apex Elite Power Pro Digital, HyperDrive technology allows fast trauma scanning at 437 mm/s in single energy

scanning and 245 mm/s when scanning with GSI for dual energy scans without sacrificing the 50 cm FOV. For the imaging of bone, HD mode and a 1024 reconstruction matrix can provide fine detail imaging. Smart Metal Artifact Reduction (Smart MAR) can be used to reduce beam hardening and photon starvation artifacts from high-z materials within the patient anatomy. Effortless workflow enables a streamlined setup at the patient’s side to enhance the workflow for Emergency Department scanning.

Pediatrics

With the scan speed in both helical (437 mm/s with HyperDrive) and axial (16 cm coverage axial acquisition in 0.23 s), the Revolution Apex Elite Power Pro Digital allows for fast scanning of pediatric patients to help minimize the need for sedation. With TrueFidelity and 70 kVp scanning, the Revolution Apex allows for great image quality while maintaining a low dose level.

For all base system specifications, please consult the Revolution Apex Elite Product Datasheet.

For a period of 3 years from Equipment Acceptance, GE Healthcare will provide Customer (as part of the Equipment warranty) with the following software changes to the extent they maintain existing software features of the Equipment and are made generally available to GE Healthcare’s installed customer base as part of warranty: (i) updates, which consist of error corrections or modifications; (ii) interface modifications; and (iii) security patches that have been validated by GE Healthcare to be compatible with the Equipment. Software upgrades (including revisions or enhancements to (i) the Equipment’s software or (ii) separately licensed Software), which improve or expand existing software features and are made generally available for purchase under a separate GE Healthcare license, are excluded. Additional hardware required to implement the software changes are excluded. GE Healthcare remote connectivity to the Equipment is required per GE Healthcare terms and conditions.

Line	Qty	Catalog	
3	1.00	B7919JM	NG2000V heavy patient table

The NG2000V heavy patient table has been exclusively designed for GEHC Ultra-premium CT systems.

The patient table features:

- Maximal metal free horizontal scannable range: 2000 mm
- Maximal table load: 306 kg / 675 lbs.
- Maximal horizontal travel speed: 300 mm/s (standard) (437.5 mm/s optional with HyperDrive)
- Horizontal positioning accuracy +/- 0.25 mm from any direction
- Motor-driven table height adjustment from min. 550 mm to max. 1030 mm
- Maximal vertical travel speed: 40 mm/s
- 10x more stiffness design to meet AAPM TG66 guideline specification.
- Integrated ECG module with waveform and configuration through the gantry display
- Workflow hub area with a see-through tray to give you the most flexibility in placing scanning related supplies, etc. without limiting visibility to the integrated ECG inputs.
- IV Pole integrated at the foot-end of the table helps to prevent IV lines from becoming crossed and tangled and helps keep lines in place during patient table travel.
- The X-strong foot switch cover, capable of supporting 612 kg / 1350 lbs. load, has been specially designed to support physicians or technologies to stand atop of it to implement diagnostic and/or treatment procedures to patients.

Line	Qty	Catalog	
4	1.00	B7919XN	Long Cable set

Line	Qty	Catalog	
5	1.00	B7919KG	ICM Accessories 2000 Table

The accessories of Integrated Cardiac Monitor (ICM) for 2000mm regular and heavy tables on Revolution Apex, Revolution CT, Revolution CT ES.

Line	Qty	Catalog	
6	1.00	B7919QZ	AntiMalware_McAfee_EPO

AntiMalware McAfee provides a centralized management console that simplifies and accelerates your security effectiveness with

visibility and control from device to cloud. Requires connecting to EPO server for Virus Definition updates and license verification.

Line	Qty	Catalog	
7	1.00	B7919FF	Neuro MultiPhase CTA Protocols

- Neuro Multiphase CTA protocols is the group of CT acquisition protocols for multiphase CT angiography, an imaging tool that provides three time-resolved images of pial arterial filling in the whole brain, that can be used to predict clinical outcomes in patients with acute ischemic stroke.
- Neuro Multiphase CTA Protocols is the purchasable option of Revolution CT 2016 summer release.

Line	Qty	Catalog	
8	1.00	B7919SG	Low Dose CT Lung Cancer Screening SW Option

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.

Line	Qty	Catalog	
9	1.00	B7919YG	VM for Volume Viewer VS5 to VS7 upgrade - Nano 4.9

System requirements:
 GE CT Scanner validated for hosting a virtualized AW Server environment within the CT Console

Description:

This virtualized AW Server delivers 3D visualization capabilities on the CT Console. The virtually hosted AW Server enables faster turnaround of post-processed results by allowing users to perform post processing of images from the CT operator console.

The following capabilities are included in this catalog:

AW Server client software

Volume Viewer software

Up to 16,000 concurrent images (equivalent to 512x512 CT slices) at one time (M81601TJ)

Support for additional VolumeShare 7 based advanced applications which require purchasable concurrent license(s)

Virtualization supported

Key Features:

Customizable protocol-driven workflows designed to help enhance your clinical review productivity for a wide range of care areas, with 3D and 4D real time interaction.

Access to 3D visualization capabilities including MIP/MPR/VR, segmentation and fly through. Advanced tools, to take advantage of full 3D capabilities: Auto-Select, for easy point-and-click segmentation; One or two clicks Quick Vessel Trace to analyze all vessels, in curved reformat, lumen, or MPR view; Advanced 3D processing tools.

Ability to save the state of post processing any time and restore it, allowing multiple radiologists or technologists to contribute to post processing results.

Note: All software is Non-Transferable to other hardware and is Non-Returnable.

Line	Qty	Catalog	
10	1.00	B77972DA	Power Supply Cord UNITED STATES - CANADA 15A 125V Straight 2.5M

Power Cords for Assisted Video Monitoring System. One for monitor, one for computer.

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
 CT Service Cabinet (H-42" L36" W24")

Line	Qty	Catalog	
14	1.00	B7864PZ	Eaton 14.4 KVA 3-Phase Partial System UPS for GE CT and PET/CT Scanners

Eaton's 14.4 KVA 3-Phase partial system UPS (Uninterruptible Power Supply) has been specifically configured to coordinate with compatible GE CT and PET/CT scanners.

The partial system UPS provides clean, reliable, constant voltage power to the scanner electronics. It helps protect the system's sensitive electronic components from damaging power anomalies such as high frequency noise transients and over voltage and under voltage conditions.

Utilizing the Partial system UPS can help maintain user productivity and improve system reliability. It can also help to reduce service costs and prevent system downtime.

Specifications:

1. Rating: 14.4 KVA
2. Input voltage range: three phases; 102-132V/phase
3. Input frequency range: 45-65 Hertz
4. Input power factor: >95% typical
5. Output frequency: 50 or 60 Hertz, autosensing
6. Output regulation: <3% steady state for all conditions of line and load
7. Voltage distortion: <5% threshold
8. Overload capacity: 110% for 10 minutes; 125% for 1 minute; 149% for 5 seconds.
9. Efficiency: >90% typical
10. Battery backup time: >10 minutes typical
11. Battery recharge time: < 3 hours to 80% capacity typical
12. Operating temperature: 50°F - 104°F (10°C - 40°C)
13. Floor heat dissipation: 5122 BTU/hour typical @11.5 KVA
14. Humidity: 20-80% relative humidity, non-condensing
15. Audible noise (norm mode): <60 dBA @1 meter
16. Dimensions (H x W x D): 49 inches x 12 inches x 32 inches (1245 mm x 305 mm x 813 mm)
17. Weight: 620 lbs (277 kg)

NOTE: THE PARTIAL SYSTEM UPS HAS DIFFERENT INTERACTIONS WITH COMPATIBLE SCANNERS, BASED ON DIFFERENT SCANNER POWER ARCHITECHURE. REFER TO THE PARTIAL SYSTEM UPS PRODUCT DATA SHEET FOR DETAILS.

NOTE: ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

NOTE: REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMERS RESPONSIBILITY

NOTE: CONTACT GE SERVICE OR EATON FOR START-UP ASSISTANCE

Line	Qty	Catalog	
15	1.00	B7919VR	Chassis-less console seismic kit

Console seismic kit includes the hardware necessary for sites that require seismic mounting.

Line	Qty	Catalog	
16	1.00	E8016DA	CT Table Slicker for CT Revolution NG Table only

The GEHC Revolution CT and Revolution Apex table slicker is specifically designed to maximize contaminant protection. Manufactured to be used in conjunction with the table restraining belts, this slicker adds versatility to your CT procedures. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

Features:

- Table gray cushion sealed in vinyl slicker Dimension 2403 x 788
- Table extender gray cushion sealed in vinyl slicker Dimension 406 x 788
- Increase system uptime by protecting table from spills and particulate contaminants
- Easy to install and comfortable for patients
- Will not interfere with normal operation of CT table
- Clear PVC plastic facilitates faster cleanup of blood and fluids
- Prevents contaminant build up in hard to clean areas
- Thermosealed seams and flaps
- Recommended for trauma centers and sites concerned about exposure to blood and fluid-borne disease

Line	Qty	Catalog	
17	1.00	E8016DC	Foot Slicker for CT Revolution

The GEHC Revolution CT Foot Switch slicker is specifically designed to maximize contaminant protection. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

Line	Qty	Catalog	
18	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 short 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	
19	1.00	W2405CT	Performance CT Launch Classic Training Program

This training program is designed for customers purchasing a GE HealthCare Performance CT system (including but not limited to Revolution Maxima, Revolution EVO, and Goldseal).

GE HealthCare 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 . The training will include Virtual Tools and remote connectivity. This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program contains 80 Credits. A customized training program blending onsite and virtual training will be developed in partnership with your Applications Specialist.

- Onsite training – each onsite day of training utilizes 8 credits per instructor (8-hour day)
- Virtual training – each hour of virtual training utilizes 1 credit per instructor
- Virtual instructor-led training: Instructor leads a virtual training session one-on-one or in a group, typically in 2-4 hour scheduled blocks
- Answerline Support-Access to GE HealthCare experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
- In addition to the credits available with this offering, the customer has access to the complimentary, no-cost online educational content available for all customers, both CE and non-CE.
- Classroom-Based training (if applicable) – each seat in a classroom-based training (in person or virtual) utilizes 16 credits per student

(ala carte offerings are available).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends) and is subject to availability during normal business hours (8am-5pm). This training program has a term of twelve(12) months commencing on Acceptance, where all training (onsite and/or virtual) must be scheduled and completed within twelve (12) months of Acceptance. Additional credits may be available for purchase separately.

All GE HealthCare “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.

Line	Qty	Catalog	
20	1.00	R21013AC	Standard Service License

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

Line	Qty	Catalog	
21	1.00	B7931NN	CT Smart Sub Connection Apex

Smart Subscription AWE Connection Option Key provides the access to AW virtual machine which is running on Smart Subscription. This is a virtual machine built into Smart Subscription Core.

Line	Qty	Catalog	
22	1.00	B7931MP	CT Smart Sub Neurology pkg StrokeSENS LVO

FastStroke offers seamless integration to Circle Neurovascular's StrokeSENS AI-based processing tools for automated ASPECT Score and LVO detection. StrokeSENSTM is legally manufactured by Circle Neurovascular Imaging, Inc. StrokeSENS license is a pre-requisite for StrokeSENS' LVO and StrokeSENS' ASPECTS within FastStroke.

Line	Qty	Catalog	
23	1.00	B77021SM	Send by mail

Compatible with FastStroke and CT 4D Neuro Perfusion applications

Subscriptions and other Term-Based Purchases

Summary of Subscription and Term-Based Purchases		
Fee Type	Net Price Annual	Net Price Total
Non-recurring Fees		\$0.00
Recurring Fees	\$61,000.00	\$183,000.00
Total Contract Value		\$183,000.00

Non-recurring Fees:

Line	Qty.	Catalog	Description	
1	1	B7931JH	CT Smart Sub Core Gen2	
				Total Term Net Price
				\$0.00

This is a catalog for new Edison server for Smart Subscription T03+EHL1.5.2.

Line	Qty.	Catalog	Description	
2	1	B7931CT	Smart Subscription Reconstruction Package for Revolution CT/CT ES/APEX	
				Total Term Net Price
				\$0.00

The Reconstruction Package, included with Smart Subscription Base Edition, provides continuous access to the latest commercially available reconstruction software capabilities. These technologies allow users to lower dose¹ considerably compared to filtered back-projection (FBP) reconstruction (the standard reconstruction algorithm) while continuing to deliver high-quality diagnostic images. It includes TrueFidelity, MaxFOV 2, and TrueFidelity GSI.

GE Healthcare reserves the right to determine which applications are included with each package.

¹ The amount of dose reduction achievable is dependent on each clinical scenario.

Line	Qty.	Catalog	Description	
3	1	B7931CX	Smart Subscription Image Quality Package for Revolution CT/CT ES/APEX	
				Total Term Net Price
				\$0.00

The Image Quality Package, included with Smart Subscription Base Edition, provides continuous access to the latest commercially available image quality improvement and artifact reduction application software package, including features such as Smart MAR reconstruction technology that helps reduce artifacts from photon starvation and beam hardening caused by metal in the body, such as hip implants.

GE Healthcare reserves the right to determine which applications are included with each package.

Line	Qty.	Catalog	Description	
4	1	B7931RJ	CT Smart Subscription IP Agent License	
				Total Term Net Price
				\$0.00

CT Smart Subscription IP Agent license

Line	Qty.	Catalog	Description	
5	1	M81601BP	VM_Smart Subscription	
				<u>Total Term Net Price</u>
				\$0.00

This is the Virtualized Server for Smart Subscription application only.

Line	Qty.	Catalog	Description	
6	1	B7931CZ	AWE for Revolution CT/CT ES/APEX	
				<u>Total Term Net Price</u>
				\$0.00

Smart Subscription AWE Connection Option Key provides the access to AW virtual machine which is running on Smart Subscription. This is a virtual machine built into Smart Subscription Core.

Line	Qty.	Catalog	Description	
7	1	B7931JR	Smart Subscription Cardiology Package for EHL1.5	
				<u>Total Term Net Price</u>
				\$0.00

Smart Subscription Cardiology Package, included either with Smart Subscription Add On Edition or Unlimited Edition, is designed to increase reliability and repeatability of complex cardiac imaging procedures and readability of resulting images. It includes: SnapShot Freeze 2:

SnapShot Freeze 2, intelligent whole-heart motion correction algorithm, is designed to deliver:

- Coronary motion correction
- Valve motion correction
- Chambers, myocardium and great vessels motion correction

CardIQ Xpress 2.0

CardIQ Xpress 2.0 is an easy to use, efficient way to display, reformat, and analyze 2D or 3D cardiac CT images for qualitative or quantitative assessment of heart anatomy and coronary arteries from a single or multiple cardiac phase image data set. When used with SnapShot Freeze 2 images, CardIQ Xpress 2.0 can automatically process, and display motion-blur reduced images of coronary anatomy.

Smart Subscription Cardiology Package will provide you access to CardIQ Xpress 2.0 directly from the operator console or from a remote client.

Smart Score™ 4.0

SmartScore 4.0 is designed to identify the presence of regional and global coronary artery calcification from a CT scan, then measure and score the results. Scores can be calculated using a standard Agatston/Janowitz (AJ) method. When correlated with a patient's personal information, the score can yield an estimation of a patient's risk for coronary artery disease.

GE Healthcare reserves the right to determine which applications are included with each package.

Line	Qty.	Catalog	Description	
8	1	B7931CS	Smart Subscription Neurology Package	
				<u>Total Term Net Price</u>
				\$0.00

Smart Subscription Neurology Package, included either with Smart Subscription Add On Edition or Unlimited Edition, is designed to provide Radiologist, Emergency Room, and Neuro-radiologist teams with a fast and efficient review of CT stroke workup images.

It includes FastStroke, Perfusion 4D and Dynamic Shuttle applications.

FastStroke & Perfusion 4D

FastStroke provides a comprehensive workflow solution for reviewing stroke workup images with exceptional flexibility, simplicity and performance. It is a streamlined approach that smartly adapts to your scan practices and allows you to review and post-process all your images simultaneously.

The application provides quick loading and clinically relevant organization of all the scanned series, which are synchronized and displayed in a manner that enables you to review, efficiently and with high confidence.

FastStroke also provides ColorViz to aid in the visualization of the timing of collateral vessels using the multi-phase CTA series.

FastStroke has full integration with CT Perfusion 4D to provide automatic neuro perfusion analysis as part of the workflow.

Smart Subscription Neurology Package will provide you access to FastStroke review directly from the operator console or from remote clients (up to 4) for quick results sharing and communication with the stroke team without any time lost networking images.

Dynamic Shuttle

Dynamic Shuttle provides the ability for a bone free visualization of the vasculature in a dynamic CT angiography exam. It extracts CT angiography data from a CT Perfusion scan and provide visualization of the flow of contrast from the arteries to the veins.

GE Healthcare reserves the right to determine which applications are included with each package.

Line	Qty.	Catalog	Description	
9	1	B7931FB	Smart Subscription General Imaging Package	
				<u>Total Term Net Price</u>
				\$0.00

The General Imaging Package, included either with Smart Subscription Add On Edition or Unlimited Edition, provides continuous access to the latest commercially available workflow improvement application software, including features such as Bone VCAR, Vessel IQ Xpress and Autobone Xpress.

Bone VCAR

Bone VCAR provides an automated spine labeling application based on a deep learning model. It can identify and label segments of the spine or the entire spine in a matter of seconds. Additionally, let Bone VCAR generate the curved reformats of the spine along with the perpendicular oblique views to easily see the true cross section of the vertebral bodies and disc spaces. Utilize these timesaving features to assist in your reading experience. Bone VCAR can also improve the reporting efficiency for identifying and remembering key landmarks that are included in the report dictation.

VesselIQTM Xpress with Autobone TM

VesselIQTM Xpress with Autobone is a post-processing software package for the Advantage Workstation (AW) platform, AW Server, CT scanners and PACS reading stations. It is a tool to analyze CT angiographic data including stenosis analysis, thrombus, pre and post stent planning procedures, and directional vessel tortuosity visualization. Autobone provides zero-click bone segmentation for head, neck and other anatomy. The automation and ease of use streamlines workflow.

Line	Qty.	Catalog	Description	
10	1	B7931KN	CT Smart Subscription Spine Auto Views	
				<u>Total Term Net Price</u>
				\$0.00

Spine Auto Views is a non-invasive image analysis software package which may be used in conjunction with CT images to aid in the automatic generation of anatomically focused multi-planar reformats and automatically export results to predetermined DICOM destinations. Now, with the assistance of Spine Auto Views, on compatible GE CT scanners or web portal, patient specific, anatomically focused spine reformats can be generated automatically. Spine Auto Views brings a state-of-the-art deep learning algorithm that generates oblique axial reformats, appropriately angled through each disc space without the need for a user interface and human interaction. 3D curved coronal and curved sagittal views of the spine as well as traditional reformat planes can all be generated with Spine Auto Views, no manual interaction required. Vertebral bodies and disc spaces can be labeled, and all series networked to desired DICOM destination(s), ready to read. The automated reformats may help in providing a consistent output of anatomically orientated images, labeled, and presented to the interpreting physician ready to read.

Line	Qty.	Catalog	Description	
11	1	B7931RV	CT Smart Subscription Head Auto View	
				<u>Total Term Net Price</u>
				\$0.00

With the assistance of Head Auto Views, on compatible GE CT scanners, automatically aligned, patient specific, head reformats can be generated. Head Auto Views brings a state-of-the-art algorithm that automatically aligns head CT images without the need for a user interface and human interaction. 3D Volume Rendering views of the skull, as well as traditional head reformats such as axial, coronal and sagittal planes can all be generated as part of Head Auto Views. All series can be auto networked to desired DICOM destination(s), ready to read, without manual interaction required. The automated reformats may help in providing a consistent output of anatomically orientated images, aligned, and presented to the interpreting physician ready to read.

Line	Qty.	Catalog	Description	
12	1	B7931NM	CT Smart Subscription Imaging Fabric	
				<u>Total Term Net Price</u>
				\$0.00

Imaging Fabric is an environment for rapid development of web-based medical imaging applications. It aims to streamline development strategies for zero-footprint applications requiring real-time user interactions with 2D and 3D images.

Line	Qty.	Catalog	Description	
13	1	B7931GM	Smart Subscription Spectral Imaging Package Revolution APEX	
				<u>Total Term Net Price</u>
				\$0.00

The Spectral Imaging package, included either with Smart Subscription Add On Edition or Unlimited Edition, is designed to enhance your GSI experience from scanning to reconstruction and visualization.

It includes:

Gemstone Spectral Imaging Xstream

GSI Xstream is the first volume spectral CT technology designed to improve small lesion detection and tissue characterization across different anatomies and clinical use cases, with a simplified workflow you can make part of your daily practice.

GSI Xstream utilizes ultrafast kVp switching x-ray source (0.25msec switching between two different energy levels of Xrays from view to view during a single rotation) and ultra-fast response Gemstone Clarity Detector to acquire almost perfectly registered volumetric dual energy CT data. The data is then processed through projection domain material decomposition algorithms to generate material density maps (MD), monochromatic images (MC) and virtual unenhanced images (VUE). This data can be utilized to identify material specific differences in attenuation material decomposition images, allowing monochromatic and material representations.

Gemstone Spectral Imaging (GSI) Neuro for Quantix

GSI Neuro for Apex allows Revolution Apex system to achieve neuro dual energy spectral imaging with head scan field-of-view.

GE Healthcare reserves the right to determine which applications are included with each package.

Line	Qty.	Catalog	Description	
14	1	B7931RW	CT Smart Subscription Spectral Auto Views	
				<u>Total Term Net Price</u>
				\$0.00

The Spectral Auto Views includes Spectral Color Overlay and Spectral Bone Marrow.

Line	Qty.	Catalog	Description	
15	1	B7931QY	CT Smart Subscription App Demo Exams	
				<u>Total Term Net Price</u>
				\$0.00

This is used for demo exam during CT Smart Subscription installation

Line	Qty.	Catalog	Description	
16	1	B79821KUCTSS	Send By Mail with StrokeSENS	
				<u>Total Term Net Price</u>
				\$0.00

Line	Qty.	Catalog	Description	
17	1	B7931NL	CT Smart Subscription Edison AI Inferencing Service	
				<u>Total Term Net Price</u>
				\$0.00

Edison AI Inferencing Service provides a generic reusable software platform service to enable AI model inferencing. This software functionality works with AI models built by Edison AI data scientists or by GE modalities along with the model specific pre- and post-processing code to enable deployment.

Recurring Fees:

Line	Qty.	Catalog	Description	Term/Duration(in Years)
1	1	B7931DR	Annual Fee for 3 Year Smart Subscription - Unlimited Edition	3.0
				<u>Total Term Net Price</u>
				\$150,000.00

Annual Fee for 3 Years Smart Subscription – Unlimited Edition Discount 0.00% Annual Payment \$50,000 Total List Price \$150,000

Provides access to the latest commercially available version of the Smart Subscription packages set forth in the Quotation (the “Software”).

The initial term for this license subscription is 36 months, commencing upon Go Live (the date installation is complete) and will automatically renew for subsequent terms having the same duration as the initial term, unless otherwise agreed between the parties. However, either party may elect to not renew the subscription after the initial subscription term or any subsequent

renewal period by providing at least 60 days written notice prior to the renewal date. Subscription renewal pricing is based on then current GE Healthcare pricing. Price increases will be communicated with at least 60 days prior written notice. Billing for the first 12 months of the subscription term and each subsequent term occurs in accordance with the billing term identified on the Quotation, with subsequent annual payments due on each anniversary thereafter. Subscriptions are not cancellable.

The quantity on the quote indicates the number of CT scanners covered by the subscription.

Subscription licenses and installation services shall be deemed delivered as of the date of delivery of the equipment associated with the subscription.

As long as Customer has paid all currently due fees associated with Smart Subscription, GE Healthcare will provide, unless otherwise indicated and at no additional charge: (i) updates and/or upgrades to the Software when and if available and only if they are provided at no additional charge to all GE Healthcare customers with a subscription agreement for the Software; and (ii) support for Software-related issues that: (a) materially and adversely interfere with Customer's use of the Software and (b) result from a failure of the Software to materially conform to the Documentation. Support does not include the following, which will incur an additional charge: (1) updates or upgrades that are offered for an additional charge to all GE Healthcare customers with a support agreement; (2) fixes for issues that do not materially affect the Software; (3) training beyond that described in this Quotation; (4) interface modifications; (5) data migration or data conversion; (6) additional services; and (7) separately billable hardware, software or services.

Line	Qty.	Catalog	Description	Term/Duration(in Years)
2	1	B7931GW	Annual Fee Continuity Program Coverage for 3 Years	3.0

Total Term Net Price

\$15,000.00

Annual Fee for 3 Years Continuity Program Coverage Discount 0.00% Annual Payment \$5,000 Total Price \$15,000

Continuity Program Coverage includes: Unlimited base system software upgrades and hardware upgrades if required to support such base system software upgrades, if and when such base system software and hardware upgrades are commercially available (amount includes \$4,500.00 Base System Software Upgrades and Required Hardware Upgrade fees); and commitment to have a supported OS (amount includes \$500.00 OS End of Life/Support fees). 36 months term commencing on date identified in the Quotation. No part of the Continuity Program Coverage price is refundable or subject to reduction.

Additional Continuity Program Coverage Terms and Conditions:

Base System Software Upgrades. During the Continuity Program Coverage Term (as defined below), GE Healthcare will provide (i) base system software upgrades for the Equipment that is identified on the Quotation as the Equipment to which Continuity Program Coverage applies, and (ii) hardware upgrades if such hardware upgrade is required to support the base system software upgrades, if and when such system software and hardware upgrades are commercially available. If any base system software upgrades require hardware beyond the hardware upgrade that may be provided under the Continuity Program Coverage, GE Healthcare has no obligation to provide such base system software upgrades until Customer has purchased the required hardware (e.g., equipment enclosure, custom cables). All product-related terms for upgrades (e.g., warranty, installation, late payment) are identified in the GE Healthcare Terms and Conditions and the Equipment Warranty Statement to which the Continuity Program Coverage upgrade applies. CONTINUITY PROGRAM COVERAGE DOES NOT PROVIDE ADDITIONAL EXPRESS OR IMPLIED WARRANTIES.

OS End of Life/Support. If the Equipment's operating system is no longer supported by the operating system's OEM during the

Continuity Program Coverage Term, GE Healthcare will provide: (i) commercially available software updates and/or software upgrades that: (a) are required to ensure a supported operating system in the Equipment, and (b) have been validated by GE Healthcare to be compatible with the Equipment; and (ii) enabling hardware, if any, that is required for the Equipment to run the operating system, (collectively, “OS Updates, Upgrades and Enabling Hardware”). Installation of OS Updates, Upgrades and Enabling Hardware will be performed by GE Healthcare during the next scheduled Equipment planned maintenance service (“PM”) if GE Healthcare is performing PM on the Equipment to which Continuity Program Coverage applies, or at a mutually agreed upon time.

Price and Payment. Pricing for the Continuity Program Coverage will be identified on the Quotation as a separate line item price. No part of the Continuity Program Coverage price is refundable or subject to reduction, and payments are not contingent on GE Healthcare’s delivery, or Customer’s acceptance, of any particular OS Updates, Upgrades and Enabling Hardware, base system software and/or hardware upgrade, or any other products or service under the Continuity Program Coverage.

Cost Reporting. Customer is aware of its cost reporting and accounting obligations required by any state or federal reimbursement health care program relating to the Continuity Program Coverage provided under this Quotation. Customer will review the Quotation to obtain the Continuity Program Coverage price and will request from GE Healthcare any additional information needed to fulfill Customer’s cost reporting obligations.

Term and Termination. Continuity Program Coverage will start and end on the dates identified in the Quotation for the Equipment to which the Continuity Program Coverage applies (“Continuity Program Coverage Term”). In no event will the Continuity Program Coverage Term be less than 36 months. The Continuity Program Coverage Term is non-cancelable. If the Equipment to which Continuity Program Coverage applies is sold or scrapped prior to the end of the Continuity Program Coverage Term, Customer is responsible for any remaining Continuity Program Coverage amounts due to GE Healthcare through the Continuity Program Coverage Term, and Customer will pay all remaining amounts within 30 days after termination or removal. Customer remains responsible for the Continuity Program Coverage price regardless of termination, expiration or any other event relating to this Quotation.

Exclusions. Except as identified above, Continuity Program Coverage excludes: (i) Product replacements; (ii) Product upgrades; (iii) accessories, supplies and consumable items; (iv) any Software; (v) advanced operating system applications or features; (vi) physicist testing and calibration; and (vii) training. Customer is not entitled to any remedy if GE Healthcare’s failure to perform hereunder is due to: (a) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Equipment; (b) Customer’s default; (c) improper care of the Equipment; or (d) any cause beyond GE Healthcare’s control. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.

Miscellaneous. Customer is responsible for: (i) site preparations, construction and rigging that may be required for Continuity Program Coverage; (ii) ensuring that all data is appropriately backed up prior to installation of OS Updates, Upgrades and Enabling Hardware; and (iii) purchasing any catch-up updates and/or upgrades needed for Continuity Program Coverage. OS UPDATES, UPGRADES AND ENABLING HARDWARE PROVIDED UNDER THIS AGREEMENT ARE “AS IS” AND “AS AVAILABLE” WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GE HEALTHCARE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT SUCH OS UPDATES, UPGRADES AND ENABLING HARDWARE, OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET CUSTOMER REQUIREMENTS OR ANY NATIONAL GUIDELINE OR INDUSTRY STANDARD.

Equipment that is declared end of life/support by GE Healthcare is not eligible for Continuity Program Coverage. If Customer assigns this Agreement, all remaining Continuity Program Coverage payments become immediately due and payable by Customer on assignment.

Line	Qty.	Catalog	Description	Term/Duration(in Years)
3	1	W0333ALL	Smart Subscription Apps Training 30 Credits	3.0

Total Term Net Price

\$18,000.00

Smart Subscription clinical education provides yearly support that extends beyond the training that occurs with delivery of equipment. Clinical education credits are designed to provide flexible training options to introduce new software feature updates, promote learner retention and support staff skill development for Smart Subscription packages. Thirty (30) credits/hours will be provided to Customer at the agreed upon annual fee, which may be used by Customer for clinical education on the GEHC diagnostic imaging products associated with Smart Subscription. All training is delivered through remote support where one hour of training is equivalent to one credit. Throughout the duration of the Customer’s agreed upon subscription Term, each twelve (12) month period, Customer will be provided an additional thirty (30) credits/ hours to be used toward training on the GEHC provided updates and/ or upgrades to the Software. The Unused credits at the end of the twelve (12) month period will be carried over and accumulate throughout the subscription Term. Unused credits at the end of the subscription Term will not be carried over and will be forfeited without refund or credit. In addition to the credits available with this offering, the customer has access to on-demand educational content as well as access to GEHC experts for clinical, non-emergency applications assistance via phone, iLinq or Digital Expert. Additional training credits/hours/days to be delivered remotely or onsite are available for purchase separately.

Total Quote Subtotal **\$1,774,777.21**

Qty.	Credits and Adjustments	
1	Siemens_Definition_AS64 Trade-in	-\$20,000.00
		Net Price (Year 1) \$1,632,777.21
		Annual Subscription Price (for the remainder of the Initial term) \$61,000.00
		Total Quote Net Selling Price: \$1,754,777.21

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
 GE PRECISION HEALTHCARE
 TAX ID (83-0849145)**

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at <https://securityupdate.gehealthcare.com/en/products>

Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty	Description	Net Price	Initial
S7919DG	1.00	CT Guided Intervention with Imactis CT Navigation	\$119,764.11	_____

Long Description:

Overview

CT-Navigation is a guiding and tracking stereotactic solution for Percutaneous CT-guided Interventional Radiology. It displays simulated image of interventional instrument on a computer monitor screen that also shows images of the targeted organ(s) allowing to anticipate the instrument trajectory.

Includes

Everything you need to get started

- CT-Navigation stand-alone workstation
- CT-NAVIGATION Software
- 24" touch screen
- Application setting
- User documentation
- Mobile cart
- Training/demonstration phantom
- Black pelican case
- 10 NaviKits + 1 Non-sterile needle holder
- Initial customer training

Training

In-Person, 3 Day minimum training.

Service

Contact IMACTIS.

Warranty

1 Year Limited Warranty.

SmartStep enables an imaging mode for performing biopsies and other interventional procedures. A 24 inch in-room monitor, hand held controller, X-ray exposure foot pedal and cradle handle provide in-room control for image acquisition and image review.

The hand-held controller provides the operator with controls to prepare the scanner for imaging, to turn alignment lights on and off, to move the cradle, review images and adjust the window width and level; and the foot pedal provides in-room control of X-ray exposure.

A highly functional image display presents a set of 3 Interventional Images in 3 viewports, a viewport for scout and localizer, a free viewport, and timers for the remaining and accumulated time, real time dose information. The display control panel provides roam, zoom, magnify, measurement, annotation, grid, image orientation, and save screen image review capabilities.

SmartStep for Revolution CT utilizes a cine pulse acquisition mode using 5 mm (8x0.625 mm), 10 mm (16x0.625 mm), and 20 mm (32x0.625 mm) detector configurations. All kVp stations (from 70kVp to 140kVp) and scan fields of view are compatible. Prospective image reconstruction includes 1i mode, overlap 3i mode and non-overlap 3i mode.

Catalog Number	Qty	Description	Net Price	Initial
B75922CC	1.00	Assisted Video Monitoring System with Monitor, with film, for Revo CT	\$5,373.60	-----

Assisted Video Monitoring System to help technologist to observe CT scan room patient conditions from operation room.

Catalog Number	Qty	Description	Net Price	Initial
E80141JB	1.00	MEDRAD Stellant FLEX CT OCS (85cm medium post-standard length) with Certegra Workstation NO Informatics - includes installation and one year warranty	\$45,612.00	-----

Dual injector head on Overhead Ceiling Counterpoise
 Syringe heat maintainer
 Certegra Workstation with USB drive
 DualFlow software
 ISI-ready software to accept ISI900G integrated injector option†
 Base control unit
 22.8 m (75 ft) head extension cable
 7.6m (25 ft) base to display cable
 Power cord
 Product information package
 Operations manual

Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

Injection Specifications Flow Rate (range & increments):
 0.1–10 mL/sec in 0.1 mL Increments
 Volume (range & increments):
 1 mL to Syringe Capacity in 1 mL Increments
 Programmable Pressure Limit (psi/kPa):
 150 mL and 200 mL Syringe: Choice of 50/345, 100/689, 150/1034, 200/1379, 225/1551, 250/1724, 300/2068, 325/2241
 Scan Reminders:
 0–300 Seconds (5 minutes) in 1 Second Increments
 Pause:
 1–900 Seconds (15 minutes) in 1 Second Increments
 Hold
 Maximum HOLD Time is 20 Minutes
 Syringes (Volume capacity)
 150 mL or 200 mL Sterile Disposable Syringe
 Maximum Number of Phases: 6

Catalog Number	Qty	Description	Net Price	Initial
E8007PJ	1.00	OCS III Mounting Plate	\$520.00	_____

Catalog Number	Qty	Description	Net Price	Initial
E8026AF	1.00	ulrich INJECTOR CT motion pedestal version w/heat retainer, Bluetooth, ECG, earthing kit, and battery. Includes delivery, installation, 1 wk apps training (5 consecutive days), and 1-yr warranty. No Preventive Maint included.	\$35,000.00	_____

ulrichINJECT CT motion pedestal version with heat retainer, bluetooth, ECG earthing kit and battery.
 * Integrated CM heat retainers to maintain CM temperature in container
 * Media container holder for saline (NaCl)
 * Media detectors with status indicator
 * Display unit for simple, safe, and quick operation
 * Pressure sensors
 * Patient tubing air detector
 * Pump tubing-flex air detector with status indicator
 * ulrichINJECT CT motion is used in CT procedures for the delivery of Omnipaque™ and Visipaque™ (iohexol) Injection contrast medium from GE Healthcare as supplied in Imaging Bulk Packaging.
 * NOTE: ONLY GE Omnipaque™ and Visipaque™ Injection contrast medium may be used with this injector

Trade-in Addendum to GE HealthCare Quotation

This Trade-In Addendum (“Addendum”), effective on December 26, 2024, between the GE HealthCare business identified on the Quotation and **Annie Penn Memorial Hospital/Moses H Cone Memorial Hospital Operating Corporation** (“Customer”), is made a part of Quotation # **2010117949.4** ^ dated **December 26, 2024** (“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; (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; and (vii) for Trade-In Equipment that utilizes helium, ensuring sufficient helium for appropriate ramp down of the Trade-In Equipment. Customer is responsible for appropriately identifying and designating Trade-In Equipment for deinstallation and/or pick up by GE HealthCare. GE HealthCare is not liable for any Trade-In Equipment or other equipment that is removed from Customer’s facility due to Customer’s failure to properly identify and designate Trade-In Equipment for removal.

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, which includes situations where helium levels at ramp down are insufficient and cause the Trade-In Equipment to quench – Customer is required to confirm for GE HealthCare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment; or (iii) as a result of Customer’s actions, deinstallation of the Trade-In Equipment does not occur within one year of the execution of this Trade-In Addendum or related Quotation. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

	<u>Mfr</u>	<u>Model & Description</u>	<u>Quantity</u>	<u>System ID*</u>	<u>Amount (\$)</u>
1.	SIEMENS	Siemens_Definition_AS64 Trade-in	1.00	SN_96649	-20,000.00

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

**Moses H Cone Memorial Hospital Operating Corporation
Annie Penn Memorial Hospital**

GE HealthCare

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

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).

& The Trade-In Amount is based on expected trade-in within one (1) year of execution of this Trade-In Addendum. If the Trade-In does not occur within such year, GE Healthcare may adjust the Trade-In Amount or decline to purchase the Trade-In Equipment as set forth in Section (D) herein.

Governing Agreement Reference Information

Customer:	Moses H Cone Memorial Hospital Operating Corporation Annie Penn Memorial Hospital
Contract Number:	Premier
Billing Terms:	80% on Delivery / 20% on Acceptance
Payment Terms:	NET 45 DAYS
Shipping Terms	FOB Destination

Offer subject to the Terms and Conditions of the applicable Governing Agreement currently in effect between GE HealthCare and Premier

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at:
<https://securityupdate.gehealthcare.com/en/products>

Please consult the following to access the applicable Agreements and Contract Summaries for the following Group Purchasing Organizations:

This product offering is made per the terms and conditions of Premier /GE Healthcare GPO Agreements as follows:

Imaging: Bone Densitometry:PP-IM-263, Cardiovascular Imaging:PP-IM-264, CT:PP-IM-265, General Radiography:PP-IM-266, Mammography:PP-IM-267, Molecular Imaging (Nuc/Pet):PP-IM-269, MRI:PP-IM-270, (Invasive Cardiology): PP-CA-669.

Ultrasound: PP-IM-271

Premier: Access the login page at <https://premierconnect.premierinc.com>. If a copy of the contract is not available, please consult your GPO Client Manager

1. Definitions. As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware provided to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software provided 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 any Equipment, Software and Third Party Product; “Services” is Product support or professional services; “Subscription,” is a limited-term, non-transferable license to access and use a Product, including any associated support Services as identified as a Subscription by GE HealthCare; “SaaS Offerings” are software-as-a-service offerings provided to Customer by GE HealthCare and identified as a SaaS Offering by GE HealthCare; “Third Party Offerings” are Products, Services and SaaS Offerings sold by and identified by GE HealthCare as an offering of a Third Party; “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped (excluding Third Party Offerings); and “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, access to SaaS Offerings, 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.

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) a fee 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, SaaS Offerings, Third Party Offerings 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 passes to Customer on delivery to Customer’s designated delivery location.

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

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

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

4.6 Acceptance.

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

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

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

4.7 Third Party Products and Services. If an order includes Third Party Offerings, then regarding those Third Party Offerings: (i) GE HealthCare is acquiring them on Customer's behalf, acting as Customer's agent; (ii) GE HealthCare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use; and (iv) Customer shall comply with third party terms and conditions for the use of the Third Party Offerings; (v) the applicable third party shall be a beneficiary of this Agreement; (vi) except as otherwise agreed, Third Party Offerings shall be deemed accepted (or commenced, as applicable) the later of either 5 days after delivery of the Third Party Offering or it being made available to Customer; (vii) the following provisions of these GE HealthCare terms and conditions shall govern the mutual obligations between Customer and GE HealthCare regarding the order: Definitions, Commercial Logistics, Security Interest and Payment, Trade-In Equipment, General Terms, Compliance – Generally, Security, Medical Diagnosis and Treatment, Protected Health Information, Excluded Provider, Liability and Indemnity, Payment and Finance.

4.8 Mobile Equipment. GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 Audit. GE HealthCare may audit Customer's use of Software, Subscription or SaaS Offering 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 SaaS Offering.

4.10 Product Inflation. For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index (“CPI”) from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

5. Security Interest and Payment.

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

5.2 Failure to Pay. If, after Product delivery, or SaaS Offering availability, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days’ prior written notice, disable, revoke access to and/or remove the Products or SaaS Offering.

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

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

7. **Subscriptions**. The following terms apply to all Subscriptions.

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

7.2 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.

7.3 Subscription Equipment. Title to 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.

7.4 Support Services. Unless otherwise noted in the Quotation, as part of the Subscription fees, GE HealthCare will provide support Services as described in the Subscription Products Terms and Conditions.

7.5 Upgrades/software releases. Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades/software releases 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/software releases 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/software releases if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 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.

7.7 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.

7.8 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.

8. **SaaS Offerings**. The following terms apply to SaaS Offerings.

8.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the SaaS Offering commences on the date GE HealthCare provides Customer with access to the SaaS Offerings.

8.2 Access and Use of SaaS Offerings.

8.2.1 Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, non-transferable, right to access, and use, the SaaS Offering being provided under this Agreement. The SaaS Offering is solely for use by Customer's Authorized Users (defined below) and for internal business only. Customer's use is limited to the term and volume or use metrics as detailed in the Quotation. GE HealthCare reserves all rights in the SaaS Offering, including the technical and operational data and information.

8.2.2 The SaaS Offering may only be used by Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SaaS Offering has been purchased hereunder ("Authorized Users"). Customer is responsible and liable for all uses of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Further, Customer is responsible and liable for all acts and omissions by Authorized Users. Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information. Customer and its Authorized Users must not use the SaaS Offering in any way not in accordance with the Agreement and the Documentation.

8.2.3 Customer shall have the sole responsibility for any data submitted, posted, or otherwise transmitted by an Authorized User through the SaaS Offering, including but not limited to the data's accuracy, confidentiality, quality, integrity, legality, reliability, security, appropriateness, IP rights, and privacy consents. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data or Authorized User's access to the SaaS Offering.

8.2.4 If Customer becomes aware that any Customer Data or any use by an Authorized User violates the Agreement, Customer shall promptly remove or suspend use of that Customer Data and suspend the Authorized User's access to the SaaS Offering. If Customer believes its access has been compromised, Customer shall notify GE HealthCare as soon as possible but no later than 5 business days. Customer shall have sole responsibility for any security vulnerabilities or incidents, and the consequences of such vulnerabilities or incidents, arising from Customer Data or any use of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall notify GE HealthCare and reasonably cooperate with GE HealthCare to confirm and resolve any compromise to Customer's account or the SaaS Offering.

8.2.5 GE HealthCare reserves the right to upgrade or modify the SaaS Offering, including without limitation GE HealthCare's technology, software, security, configurations, features, related content and materials, and third party content, at any time.

8.3 Security. GE HealthCare shall maintain a written information security program (the "Program") consistent with GE HealthCare's Commitment to Data Privacy and Security and applicable data protection laws that includes policies, procedures, and safeguards designed to protect Customer data and personal data from unauthorized or unlawful access, use, or disclosure or other compromise.

8.4 Renewal / Non-Renewal. Unless otherwise noted in the Quotation, the SaaS Offering term renews automatically for the same duration as the initial term. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index ("CPI") for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. SaaS Offerings are not cancellable; however, either party may opt to not renew a SaaS Offering after the initial term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal. Customer shall be obligated to pay the fees for any active term regardless of whether Customer access the SaaS Offering during the applicable term.

8.5 Support Services.

8.5.1 Unless otherwise noted in the Quotation, as part of the SaaS Offering reoccurring fee, GE HealthCare will use commercially reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue of which Customer becomes aware. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.5.2 Access for Offering and Support. To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and any relevant privacy agreements, Customer's Data and applications during the Term plus any additional post-expiration period. Customer is responsible for its connection to the SaaS Offering.

8.6 Account Suspension. GE HealthCare may suspend Customer's access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice and to re-establish the affected SaaS Offering. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 60 days. Any suspension or termination by GE HealthCare under this paragraph shall not excuse Customer from its obligation to make payment(s) under this Agreement.

8.7 Post Termination. Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation; (iii) GE HealthCare is not responsible for and may destroy Customer Data; (iv) GE HealthCare will remove Customer's access; and (v) Customer shall immediately pay GE HealthCare all amounts due hereunder. Customer is responsible for ensuring Customer has all necessary copies of Customer Data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer Data to a replacement solution.

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, Service is provided, Subscription is accessed, or for SaaS Offerings the state in which Customer's operations are located as indicated in the Quotation, 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, SaaS Offerings, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE HealthCare with feedback related to Products, Services, SaaS Offerings, 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, licensing or accessing Products or SaaS Offerings for its own medical, billing and/or non-entertainment use in the United States, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products GE HealthCare will not deliver, install, provide access, service or train if it discovers Products or SaaS Offerings 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) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) 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; Recordings. GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offering use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product or SaaS Offering. 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 or date of availability of SaaS Offering; (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. Training will be invoiced and payment due pursuant to the billing terms listed in the Quotation. Customer's recording of GE HealthCare training sessions and other conversations with GE HealthCare is prohibited.

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 or SaaS Offering 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 SaaS Offering; 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, SAAS OFFERINGS 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, SaaS Offering or Software in accordance with the Specifications, Documentation and/or 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 of Products; (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 or SaaS Offering; (iii) improper storage of the Product (iv) modification of the Product; or (v) 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 or availability 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.

13.4 Overages. Products or SaaS Offerings shall be subject to any usage or volume metrics specified in Quotation. If Customer exceeds any usage or volume metric, GE HealthCare reserves the right to charge for excess usage at then current rates. Customer will be responsible for payment of any such overage fees and agrees that GE HealthCare may prospectively adjust future billing to reflect increased usage or volume.

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 W Innovation Dr., Wauwatosa, WI 53226.

15. **Subscription Products Support Terms and Conditions.**

15.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update Products provided via Subscription.

15.2 Scope.

15.2.1 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.

15.2.2 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.

15.2.3 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.

15.2.4 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.

15.2.5 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.

15.2.6 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.

15.2.7 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.

16. **ViewPoint Software Maintenance Terms and Conditions.**

16.1 GE HealthCare will maintain, support and update ViewPoint Software licensed by Customer (“ViewPoint Software”) and HIS interface software installed in the United States covered by a Software Maintenance Agreement (“SMA”) consistent with the Subscription Products Support Terms and Conditions.

16.2 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 date 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.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

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 or for GE HealthCare Product training purposes. 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. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare’s reasonable control.

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, or other misuse or abuse; (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; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard 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 on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

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.

GE Lunar Bone Mineral Densitometry and Metabolic Health: Warranty includes 1 annual PM. Direct warranty claims to Probo Medical, LLC (together, with its affiliates Alpha Source, LLC) at 1-866-907-9745.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

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, LOGIQ V1/V2 Cart and Vivid IQ cart.

Other: 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, Versana Balance, Venue and related transducers purchased with them: 5 years

LOGIQ P10: 5 years

LOGIQ Fortis and related transducers purchased with them: 2 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 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.

Voluson P8 BT18 and newer, Voluson Signature 18, Voluson Signature 20, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

Warranty 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.

Voluson Expert 18, Voluson Expert 20, and Voluson Expert 22: Console Warranty - 5 years; Probe Warranty - Years 0 – 3 – all probes purchased with console, Years 4 – 5 – 1 probe per system, per year.

EM6C Probe – 1 year

Warranty 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.

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, B850, Canvas 1000, and Canvas Smart display: 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor). Phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays.

CARESCAPE ONE : 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, 1 year labor (excluding displays, which are standard 1 year parts and labor).

Micromodules: 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays,(i) repair services performed at GE HealthCare Repair Operations Center.

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

B105 B125, and B155 Patient Monitors: 3 years 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 5, MAC 7, MAC 2000 and MAC 3500: 3 years (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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (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

Exergen: 4 years

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

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

Portrait VSM: 2 years

Attachment 3

Annie Penn Hospital 2024 License Renewal Application

State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

*Effective January 1, 2024, this license is issued to
The Moses H. Cone Memorial Hospital Operating Corp.*

to operate a hospital known as

Annie Penn Hospital

located at Reidsville, NC, Rockingham County.

*This license is issued subject to the statutes of the
State of North Carolina, is not transferable and shall remain
in effect until amended by the issuing agency.*

Facility ID: 932940

License Number: H0023

Bed Capacity: 110

General Acute: 110

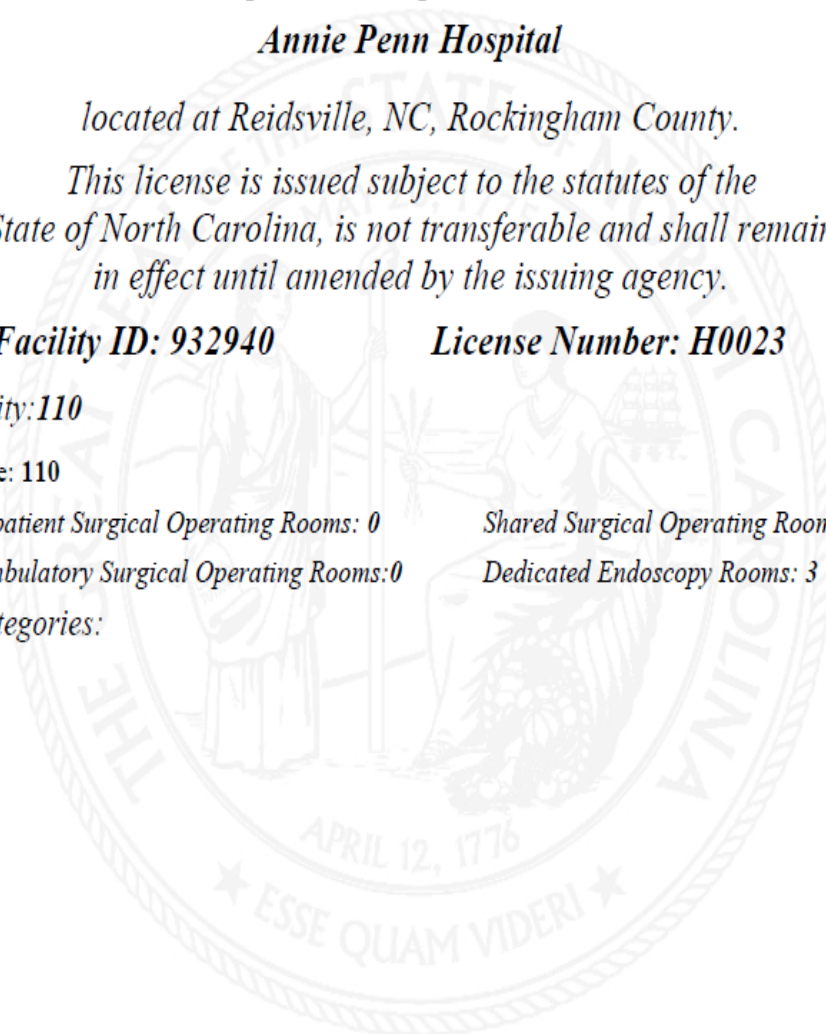
Dedicated Inpatient Surgical Operating Rooms: 0

Shared Surgical Operating Rooms: 4

Dedicated Ambulatory Surgical Operating Rooms: 0

Dedicated Endoscopy Rooms: 3

License Categories:



Other MRI (Inpatient and Outpatient Procedures)

* Patients served on units listed in the next table should not be included in then MRI Patient Origin Table.

Other Scanners	Number	Inpatient Procedures *			Outpatient Procedures *			TOTAL Procedures
		Base**	Complex**	TOTAL Inpatient	Base**	Complex**	TOTAL Outpatient	
Other Human Research MRI scanners	0	0	0	0	0	0	0	0
Intraoperative MRI (iMRI)	0	0	0	0	0	0	0	0

*An MRI procedure is defined as a single discrete MRI study of one patient (single CPT coded procedure). An MRI study means one or more scans relative to a single diagnosis or symptom.

** Base = an MRI scan without contrast or IV sedation.
Complex = an MRI scan with contrast or IV sedation.

Does this campus own a computed tomography (CT) scanner or contract for mobile CT services?

Yes

Computed Tomography (CT)

How many fixed CT scanners does the hospital own?

1

Does the hospital contract for mobile CT scanner services?

No

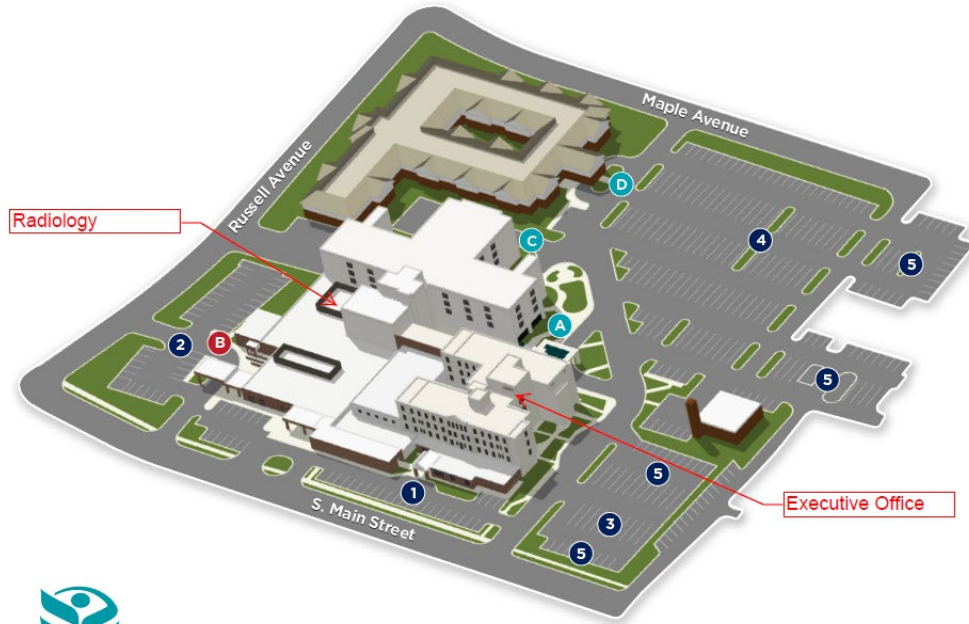
Identify the mobile CT vendor _____

Complete the following table for fixed and mobile CT scanners.

Type of CT Scan	FIXED CT Scanner # of Scans	MOBILE CT Scanner # of Scans
1. Head without contrast	4378	0
2. Head with contrast	65	0
3. Head without and with contrast	435	0
4. Body without contrast	4970	0
5. Body with contrast	4578	0
6. Body without contrast and with contrast	2336	0
7. Biopsy in addition to body scan with or without contrast	0	0
8. Abscess drainage in addition to body scan with or without contrast	0	0
Total	16762	0

Attachment 4
Annie Penn Hospital Campus Map

Annie Penn Hospital



- A Main Entrance
- B Emergency Department Entrance
- C Short Stay and Cancer Center Entrance
- D Penn Nursing Center Entrance
- 1 CHMG Heart Care Entrance and Parking
- 2 Emergency Department Parking
- 3 Physician Parking
- 4 Patient/Visitor Parking
- 5 Employee Parking

From: [Allen, Amanda](#)
To: [Jackson, Yolanda W](#); [Stancil, Tiffany C](#)
Subject: [External] Annie Penn Hospital (Lic#H0023/FID#932940) equipment replacement
Date: Friday, January 17, 2025 8:54:15 AM
Attachments: [Annie Penn Replacement Equipment.pdf](#)

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

[This message was sent securely by Cone Health.](#)

Hi Yolanda,

I hope you are well. Attached is notification that Annie Penn Hospital (part of Cone Health) intends to replace its existing computed tomography (CT scanner). Please let me know if you have any questions.

Thank you!

Amanda

Amanda Allen, MBA

Cone Health | Strategy and Planning

Strategy Manager

Fax: 336.663.5336

Website: conehealth.com

Pronouns: She/Her | [Why Include Pronouns?](#)

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