



North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section

2704 Mail Service Center • Raleigh, North Carolina 27699-2704
<http://www.ncdhhs.gov/dhsr/>

Drexdal Pratt, Director

Beverly Eaves Perdue, Governor
Albert A. Delia, Acting Secretary

Craig R. Smith, Section Chief
Phone: (919) 855-3873
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April 25, 2012

Jeff Shovelin
Director of Corporate Planning
Vidant Health
P.O. Box 6028
Greenville, NC 27835-6028

RE: No Review / Vidant Roanoke-Chowan Hospital / Replace CT Scanner / Hertford County
FID #980550

Dear Mr. Shovelin:


The Certificate of Need (CON) Section received your letter dated April 13, 2012 regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request**, the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Certificate of Need Section. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

In addition, you should contact the Construction Section and Acute and Home Care Licensure and Certification Section to determine if they have any requirements for development of the proposed project. Please contact the CON Section if you have any questions. Also, in all future correspondence you should reference the Facility I.D.# (FID) if the facility is licensed.

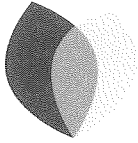
Sincerely,


Jane Rhoe-Jones, Project Analyst

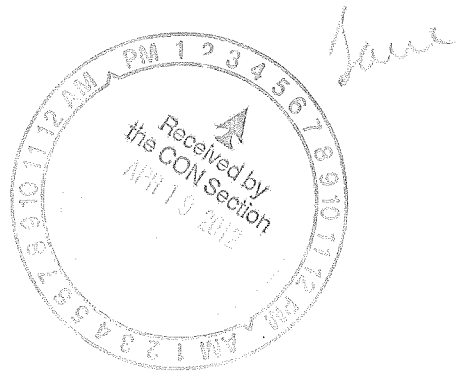

Craig R. Smith, Chief
Certificate of Need Section

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





VIDANT HEALTH™



April 13, 2012

Mr. Craig Smith, Section Chief
Certificate of Need Section
Department of Health Service Regulation
2704 Mail Service Center
Raleigh, NC 27699-2704

RE: Vidant Roanoke-Chowan Hospital Request for “No Review” for a Replacement CT Scanner

Dear Mr. Smith,

Vidant Roanoke-Chowan Hospital (VROA) plans to replace its existing CT Scanner with a new unit. VROA believes that the proposed equipment replacement is not subject to review under North Carolina’s Certificate of Need (CON) laws.

The proposed project includes the replacement of one (1) GE LightSpeed QXi 4 –Slice CT Scanner with one (1) GE Optima CT580W 16-Slice CT Scanner. The equipment will be secured via a capital lease (see Appendix A for quote). The total cost (equipment and construction) to make the replacement CT scanner operational is \$729,080 (see Appendix B for capital cost sheet, \$25,000 trade-in credit for existing scanner applied to total cost). After the replacement CT scanner is operational, the existing equipment will be permanently removed from VROA and will no longer be exempt from CON law (see Appendix D for required documentation of equipment removal). This letter services as assurance that the capital costs for the proposed project are complete and correct and that it is the intent of the president of VROA to carry out the proposed project as described.

VROA’s proposed project meets the definition of replacement equipment found in G.S. 131-E-176(22a). The total capital expenditure for the equipment is less than \$2,000,000 and the equipment being purchased is for the sole purpose of replacing comparable medical equipment. VROA’s proposal meets the definition of “replacement equipment,” and thereby eliminates this project from the requirements for “major medical equipment” or a “new institutional health service.” Therefore, VROA requests approval of a no review status for the proposed project.

If you require additional information or clarification, please contact me at (252) 847-3631.

Sincerely,

Jeff Shovelin, Director of Corporate Planning
Vidant Health

2100 Stantonsburg Road
Greenville, NC 27834-2818
PO Box 6028
Greenville, NC 27835-6028
252.847.4100
VidantHealth.com

cc: Anissa Davenport, Chief Strategic Development & Marketing Officer, Vidant Health
Sue Lassiter, President, Vidant Roanoke-Chowan Hospital
Tim McDonnell, Chief Facilities & Properties Officer, Vidant Health

Responses to the Required Questions

Vidant Roanoke-Chowan Hospital's CT Scanner Replacement

- 1. A comparison of the existing and replacement equipment, using the format in the attached table.**
Note: If the manufacturer's model and serial numbers for the existing equipment are not provided, the exemption request will not be processed until the numbers are provided.

See Appendix E for a completed equipment comparison table.

- 2. A description of the basic technology and functions of the existing and replacement equipment, including diagnostic and treatment purposes for which the equipment is used or capable of being used.**

Vidant Roanoke Chowan Hospital currently owns a GE LightSpeed QXi 4- slice whole body, helical CT scanner. Studies performed on this scanner consist of: Head, Neck, Chest, Abdomen, Pelvis, Spine and extremity work. These studies may or may not include the use of contrast when performed.

To stay abreast of changing technology, and to be able to image the bariatric population, an upgrade was necessary. The replacement scanner is a GE Optima CT580W 16-slice with ASIR technology. It will perform the same studies and be used in the same capacity as the current scanner. The faster throughput, the wide bore and the bariatric table, and the ASIR technology are just a few of the upgrades that are important to the imaging field. The ASIR technology may address a reduction in exposure levels by allowing for a reduction in milliamperage (mA) in the acquisition of diagnostic images. Any reduction in radiation exposure to the patient should always be considered when purchasing new equipment.

- 3. Brochures or letters from the vendor describing the capabilities of the existing equipment and the replacement equipment.**

Due to the age of this piece of equipment, information is unavailable on the existing equipment. See Appendix A for documentation of the capabilities of the new equipment.

- 4. A copy of the purchase order for the existing equipment, including all components and original purchase price.**

See Appendix A for a copy of the purchase order for the existing equipment.

- 5. A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.**

No official title for the existing equipment was assigned at purchase.

- 6. If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).**

The proposed replacement equipment will be secured via a capital lease. See Appendix A for capital lease terms and price quote.

- 7. If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.**

Not applicable. The proposed replacement equipment will be secured via a capital lease.

- 8. A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.**

See Appendix D for trade-in addendum.

- 9. Documentation that the existing equipment is currently in use and has not been taken out of service.**

See Appendix A for confirmation from General Electric (vendor) stating that they will remove and take possession of the existing equipment that is currently in use and has not been taken out of service.

Appendix A:
Price Quote, New Equipment Specifications, Lease
Terms, and Original Equipment PO



GE
Healthcare Financial Services

December 1, 2011

Mr. Jon Graham
University Health Systems of Eastern Carolina, Inc.
Roanoke-Chowan Hospital
500 South Academy St.
Ahoskie, NC 27910

Dear Mr. Graham:

GE Healthcare Financial Services, a component of General Electric Capital Corporation ("GEHFS"), is pleased to submit the following proposal:

Contract Description:	True lease of equipment.
Lessor:	General Electric Capital Corporation, or one or more of its affiliates and/or assigns.
Lessee:	University Health Systems of Eastern Carolina, Inc.
Equipment Description:	GE LS RT16 CT
Equipment Cost:	\$599,580.00 <u>(Using GE Trade-in of old GE CT of \$25,000 to apply to first payment)</u>
Term and Rental Payment Amount:	1 month at \$25,000.00 per month followed by 43 months at \$10,940.14 per month in Advance, plus applicable taxes.
Lease Rate on Equipment Cost:	Note: The lease rate and rental payment amounts have been calculated based on the Swap Rate (as defined below) and an assumption that, at the time of funding, the Swap Rate will be 0.92%. GEHFS reserves the right to adjust the lease rate and rental payment amounts if this is not the case, and/or if the lease commences after December 31, 2011, and/or for other changes in market conditions as determined by GEHFS in its sole discretion. As used herein, "Swap Rate" means the interest rate for swaps that most closely approximates the initial term of the lease as published by the Federal Reserve Board in the Federal Reserve Statistical Release H.15 entitled "Selected Interest Rates" currently available online at http://www.federalreserve.gov/releases/h15/update/ or such other nationally recognized reporting source or publication as GEHFS may specify.
Early Buy Out Option:	At 39 months following lease commencement (after 38 lease payments), Lessee will have the option to purchase the Equipment for an amount equal to \$211,537.82, plus applicable taxes. If the Early Buy Out Option is not exercised, the below End of Lease Options apply.
End of Lease Options:	Lessee shall, at its option, either purchase all (but not less than all) of the Equipment for its then fair market value, plus applicable taxes or return the Equipment to GEHFS.
Advance Rent:	\$0.00 due with signed contract. In no event shall any advance rent or advance charge or any other rent payments be refunded to Lessee. The Advance Rental will be applied as described in the lease.
Documentation Fee:	A documentation fee of \$375.00 will be charged to Lessee to cover document preparation, document transmittal, credit write-ups, lien searches and lien filing fees. The documentation fee is due upon Lessee's acceptance of this proposal and is non-refundable. This fee is based on execution of our standard documents substantially in the form submitted by us. In the event significant revisions are made to our documents at your request or at the request of your legal counsel or your landlord or mortgagee or their counsel, the documentation fee will be adjusted accordingly to cover our additional costs and expenses.
Interim Rent:	If the lease commencement date is not the 1 st or 15 th of any calendar month (a "Payment Date"), interim rent may be assessed for the period between the lease commencement date and the Payment Date.
Required Credit Information:	<ol style="list-style-type: none">1. Two years fiscal year end audited/un-audited financial statements and comparative interim statements; or tax returns and business plan.2. Such additional information as may be required.
Proposal Expiration:	This proposal and all of its terms shall expire on December 31, 2011 if GEHFS has not received Lessee's signed acceptance hereof by such date. Subject to the preceding sentence, this proposal and all of its terms shall expire on 4/1/2012 if the lease has not commenced by such date.

The summary of proposed terms and conditions set forth in this proposal is not intended to be all-inclusive. Any terms and conditions that are not specifically addressed herein would be subject to future negotiations. Moreover, by signing the proposal, the parties acknowledge that: (i) this proposal is not a binding commitment on the part of any person to provide or arrange for financing on the terms and conditions set forth herein or otherwise; (ii) any such commitment on the part of GEHFS would be in a separate written instrument signed by GEHFS following satisfactory completion of GEHFS' due diligence, internal review and approval process (which approvals have not yet been sought or obtained); (iii) this proposal supersedes any and all discussions and understandings, written or oral between or among GEHFS and any other person as to the subject matter hereof; and (iv) GEHFS may, at any level of its approval process, decline any further consideration of the proposed financing and terminate its credit review process. Lessee hereby acknowledges and agrees that GEHFS reserves the right to syndicate (via a referral, an assignment or a participation) all or a portion of the proposed transaction to one or more banks, leasing or finance companies or financial institutions (a "Financing Party"). In the event GEHFS elects to so syndicate all or a portion of the proposed transaction (whether before or after any credit approval of the proposed transaction by GEHFS) and is unable to effect such syndication on terms satisfactory to Lessee and/or GEHFS, GEHFS may, in its discretion, decline to enter into, and/or decline any further consideration of, the proposed financing. Lessee hereby further acknowledges and agrees that, in connection with any such syndication, GEHFS may make available to one or more Financing Parties any and all information provided by or on behalf of Lessee to GEHFS (including, without limitation, any third party credit report(s) provided to or obtained by GEHFS).

Except as required by law, neither this proposal nor its contents will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed transaction and then only on the condition that such matters may not be further disclosed. Nothing herein is to be construed as constituting tax, accounting or legal advice by GEHFS to any person.

You hereby authorize GEHFS to file in any jurisdiction as GEHFS deems necessary any initial Uniform Commercial Code financing statements that identify the Equipment or any other assets subject to the proposed financing described herein. If for any reason the proposed transaction is not approved, upon your satisfaction in full of all obligations to GEHFS, GEHFS will cause the termination of such financing statements. You acknowledge and agree that the execution of this proposal and the filing by GEHFS of such financing statements in no way obligates GEHFS to provide the financing described herein. By signing below, you hereby consent to and authorize GEHFS to perform all background, credit, judgment, lien and other checks and searches as GEHFS deems appropriate in its sole credit judgment.

We look forward to your early review and response. If there are any questions, we would appreciate the opportunity to discuss this proposal in more detail at your earliest convenience. Please do not hesitate to contact me directly at 704-650-9300.

Sincerely yours,

Jim Martucci

Vice President : Senior Account Manager
GE Healthcare Financial Services,
a component of General Electric Capital Corporation

Acknowledged and Accepted:

(Legal Name)

By: _____

Title: _____

Date: _____

Fed. ID #: _____

Quotation Number: P4-C122547 V 9

RoanokeChowan Hospital
500 Academy St S
Ahoskie NC 27910-3248

Attn: John Graham
500 Academy St S
Ahoskie NC 27910

Date: 12-02-2011

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 12-23-2011
- Billing Terms: 80% delivery / 20% Installation
- Payment Terms: UPON RECEIPT
- Governing Agreement: None

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare
3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE

James Benecki
Product Sales Specialist
Date
5901 Hollyholm Trace
Wilmington, NC 28409
US
Phone: (615) 390-3634
Fax: (910) 401-1049
Jim.Benecki@ge.com

CUSTOMER

Authorized Customer
Date

Print Name and Title

PO #

Desired Equipment First Use Date

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

___ Cash * ___ Lease ___ HFS Loan

If financing please provide name of finance company below*:

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.

Qty	Catalog No.	Description
1	S7880FR	<p>The GE Optima CT580 W** system is a new multi-purpose wide bore CT scanner that meets your needs in diagnostic, interventional and bariatric settings.</p> <p>Optima CT580 W is built on a platform with GE's microVoxel(TM) imaging and 100kW Performix(TM) Pro VCT 100 tube, to deliver the image quality you expect from GE CT. When combined with a 650-lb high capacity table*, the system is ideal for obese patients and bariatric imaging. The system also delivers the optional ASiR(TM)*, (Adaptive Statistical Iterative Reconstruction) dose reduction technology.</p> <ul style="list-style-type: none"> • ASiR reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of diagnostic images, thereby reducing the dose required+. • A reconstruction technology that may enable improvement in low contrast detectability+. <p>+ In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain image quality for the particular clinical task.</p> <p>The Optima CT580 W also meets your interventional* CT priorities: 1)high image quality to see the anatomy to guide your devices, 2) at extremely low dose for you and your patient, and 3) with flexible in-room controls for fast procedures. You can complete simple procedures quickly and accurately with GE's SmartStep* or tap mode. And manage complex procedures with advanced SmartView(TM) fluoroscopy.* They're the ultimate duo for all your interventional needs.</p> <p>* Option ** Optima CT580 W is a configuration of Optima CT580.</p> <p>Key Features</p> <p>Excellent Image Quality: Exclusive SmartSpeed allows full 360-degrees rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1, 2, 3, 4 seconds, ensuring short breath holds, more comfortable exams and flexibility to customize protocols for unique patients needs with minimal coverage impact. - Exclusive Pro 100kW generator and 8.0MHU tube designed to deliver the mA needed to support routine faster gantry rotation times. - Routine thin slice scanning, as thin as 0.625 optimizing lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review. - GE proprietary, non-linear interpolation algorithms, balance slice profile, helical pitch, image noise, and required technique. Image decomposition to: - Create retrospective thin images from data sets where thicker images were initially reconstructed. - Facilitate more detailed image analysis - Improve 3D and reformat visualization</p> <p>Fast Easy Simultaneous Workflow: - Xstream FX Workflow Platform, the next evolution of GE's workflow platform built to help you maximize productivity - Delivering 6 (16 optional) full fidelity images per second (fps) reconstruction - Up to 10 fps network transfer rates - Direct Multiplanar</p>

Qty	Catalog No.	Description
		<p>Reformats (DMPR) that enables the move from 2D review to prospective 3D review of sagittal, coronal and oblique planes automatically. - Data Export and Interchange that allow you easily share images with referring physicians and patients. - Includes a set of reference protocols and the ability to customize your own for a total of 4000 protocols - Remote tilt from the operator console to increase exam speed - Built-in breathing lights with a countdown times, to the patient does not have to guess how much longer to hold their breath - In room start button mounted on gantry with countdown display, facilitates single technologist operation and improved departmental productivity - GE software allows you to automate or build every task into the protocols to increase throughput 250,000 uncompressed 512 image files storage capacity, and 2880 scan seconds of scan data storage capacity</p> <p>System Components:</p> <ul style="list-style-type: none">• Gantry: Advanced slip ring design continuously rotates the generator, Performix(TM) Pro VCT 100 tube, Matrix II detector and Volara digital data acquisition system around the patient. - Aperture: 80 cm - Maximum SFOV: 50 cm - Maximum DFOV: 65 cm (interpolated data beyond 50cm) - Rotational Speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0, 3.0 and 4.0 seconds - Tilt: +/- 30 degrees - Remote tilt from operator's console - Integrated breathing lights and countdown timer - Integrated start scan button with countdown timer to indicate when x-ray will turn on <p>Laser Alignment Lights: - Defined internal and external scan planes to +/- 1mm accuracy - Operate over full range of gantry tilt, Coronal light remains perpendicular to axial light as gantry tilts making visual readout easy from tableside or the operator console.</p> <p>Table: VT 1700 table with maximum 500 lbs is standard. Optional High Capacity table has loading capacity up to 650 lbs. - Table automatically recenters on scan plane with changes in vertical position (after setting internal landmark with alignment lights on). - IV Pole integrated at the foot-end of the table prevents IV lines from becoming crossed and tangled, and ensures that the lines stay securely in place on the patient.</p> <ul style="list-style-type: none">• X-ray Tube: Performix(TM) Pro VCT 100 metal-ceramic tube unit offers an optimized design for exams requiring a large number of scans without tube cooling. Performix(TM) Pro VCT 100 tube with 8.0 MHU of storage and capability of 100kW at 140kV operation provides increased helical performance with greater patient throughput and virtually no tube cooling. Advanced technology in the tube includes a metal ceramic frame and high speed bearing for long life at sub-second scanning, a high efficiency motor to accelerate the anode and efficient cooling for high throughput and superior helical performance. Wide range of technique (10mA to 800mA in 5mA increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient dose, and providing the power needed to perform a broad spectrum of examinations. - Heat storage capacity of 8.0 MHU - Heat dissipation: Anode (Max) 1783 KHU/min, tube unit at 8 kW

Qty	Catalog No.	Description
		<p>Continuous - Dual Focal Spots:</p> <ul style="list-style-type: none">• Small Focal Spot:<ul style="list-style-type: none">- 0.7 x 0.6 per IEC60336/1993, Loading factors: 120kV, 125mA- 0.9 x 0.7 per IEC60336/2005, Loading factors: 120kV, 168mA• Large Focal Spot:<ul style="list-style-type: none">- 0.9 x 0.9 per IEC60336/1993, Loading factors: 120kV, 250mA- 1.2 x 1.1 per IEC60336/2005, Loading factors: 120kV, 400mA <p>- Maximum power: 100 kW - Beam collimated to 56 degrees fan angle</p> <ul style="list-style-type: none">• High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan. - 100 kW Output Power - kV: 80, 100, 120, 140 kV<ul style="list-style-type: none">- mA: 10 to 800 mA, 5 mA Increments. <p>HiLight Matrix II Detector: The HiLight Matrix II detector was designed for high performance imaging. The Optima CT580 W allows up to 16 slices per rotation per second. The HiLight Matrix II detector benefits are: - Increased coverage per rotation with thinner slices routine - Solid Image Quality from the use of GE's patented HiLight material, a ceramic scintillator specifically engineered for CT applications. Leveraging over 12 years of GE HiLight detector production. - 24 detector rows, each containing 888 active patient elements, 18 reference elements. - 7 Modes of Data Output:</p> <ul style="list-style-type: none">• 16 x 0.625 mm or 1.25 mm• 8 x 1.25 mm or 2.5 mm• 4 x 3.75 mm• 4 x 1.25 mm• 2 x 0.625 mm <p>Volara Digital DAS(Data Acquisition System): The Volara digital DAS dramatically reduces noise in low dose exams, large patient, or areas of the anatomy that are difficult to image such as shoulder and hips. - 12,288 available input channels - 1968Hz maximum sample rate - Effective analog to digital conversion range greater than 8,000,000:1</p> <p>Operator Console: Split tabletop allows unrestricted patient viewing while supporting 2 19-inch color LCD monitors. Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements.</p> <ul style="list-style-type: none">• Xstream (TM) FX, the next evolution of GE's workflow platform built on the LINUX operating system and delivering fast reconstruction of 6 fps with full fidelity images and fast network transfer rates of up to 10 fps. The 19-inch color LCD monitors support scan and recon, as well as image. - Size: 48in wide X 40.5in deep X 49.5in high <p>Image Networking: Exams can be selected and moved between the Optima CT580 W CT system</p>

Qty	Catalog No.	Description
		<p>and any imaging system supporting the DICOM protocol for network send, receive and pull/inquiry. - Standard Auto-configuring Ethernet - Direct Network Connection - Supports 1GB or 10/100 BaseT - Supported Protocols - DICOM Network - Advantage Net - InSite Point-to-Point - TCP/IP (for System Administration)</p> <p>DICOM Conformance Standards: - DICOM Storage Service Class - Service Class User (SCU) for image send - Service Class Provider (SCP) for receive - DICOM Query/Retrieve Service Class - DICOM MOD Media Service Class - DICOM Storage Commitment Class Push - DICOM Modality Worklist (incl: Performed Procedure Step) (through ConnectPro option) - DICOM Print - DICOM Structured Dose Report</p> <p>Image Quality: - Low Contrast Detectability (LCD) Statistical LCD: on 8 Inch (20cm) CATPHAN Phantom - 5 mm @ 0.3% at 13.3 mGy - 3 mm @ 0.3% at 37.2 mGy - Noise - on an AAPM Water Phantom or GE Quality Assurance Phantom - 0.32% +/- 0.03% at 28.5 mGy - High Contrast Spatial Resolution - on GE Performance Phantom</p> <ul style="list-style-type: none"> • Standard Algorithm - 8.5 lp/cm @ 0% MTF • Hi-res Algorithm - 15.4 lp/cm @ 0% MTF <p>The Optima CT580 W provides outstanding performance with flexible collimation modes, extended helical pitches, fast rotation speeds. - Pitches: 0.5625:1, 0.9375:1, 1.375:1, and 1.75:1 Helical Pitches for 16 Slice Modes. - Exclusive SmartSpeed allows full 360-degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1, 2 seconds, ensuring short breath holds, comfortable exams and flexibility to customize protocols for unique patient needs with minimal coverage impact.</p> <p>Exam Speed:</p> <p>As a multi-slice scanner, the Optima CT580 W delivers flexible and fast scan speeds by combining 16 slice acquisition, 1.75:1 helical pitch and 0.5 s rotation. Because of these quick exam speeds, scan speed is no longer what determines the systems throughput of a multi-slice scanner. Other tasks are equally important to determine the real performance of the CT: - Scan Setup - Image Reconstruction - Reformat and 3D Processing - Networking, Archiving, Filming</p> <p>The Optima CT580 W with Xstream FX workflow platform is designed to deliver high performance in each of these tasks: - SmartTools Simplifies Scan Setup and includes All Reconstructions, Filming, Archiving, Transferring Prospectively and Reducing Exam Time by up to 40%. Xstream (TM) FX, the next evolution of GE's workflow platform built on the LINUX operating system delivers fast 6 fps (optional 16 fps) reconstruction of full fidelity images and fast network transfer rates of up to 10 fps. Data Export and Interchange allow you to easily share images with referring physicians and patients. Direct MPR enables the move from 2D review to 3D image review of axial, sagittal, coronal and oblique planes automatically. Exam Split (optional) delivers the capability to "split" a series of patient images into separate groups for networking. Exam Rx desktop environment provides the clinical tools necessary fast, efficient control of patient studies. Exam Rx tools include patient scheduling and data entry, exam protocol selection, protocol viewing and editing, scan data acquisition, image reconstruction, image display and</p>

Qty	Catalog No.	Description
		<p data-bbox="428 401 1458 911">routine analysis, AutoTransfer, AutoStore, and AutoFilm. ImageWorks is a desktop environment designed to take advantage of the Optima CT580 W CT advanced computer system. Standard features include archive, network and manual film control, as well as advanced image processing such as Direct multi-projection volume rendering (MPVR) and display. The ImageWorks desktop also provide a gateway for DICOM 3.0 image transactions, either through a local area network, or via DICOM-formatted media. Five flexible Image Review Layouts are provided. Each image window can be further subdivided increasing the total number of images that can be displayed at once to 16. Multi-Projection Volume Reconstruction (MPVR) is a quick and easy way to generate volumetric images for CT angiography without thresholding data or removing unwanted anatomy. An entire volume is used to generate images in any plane, creating real-time frames of reference at the same time; Clinical utility is extended via two additional modes: - MPIS enhances contrast and improves visualization of calcifications - Average - generates 2D radiographic images VariViewer is an interactive axial review mode that can change the slice thickness reconstruction instantaneously. - Other Exam Rx Image display features:</p> <ul data-bbox="448 930 764 1394" style="list-style-type: none">• Zoom/Roam• Explicit Magnify• Flip/Rotate• Ellipse ROI• Measure Distance• Grid On/Off• Cross Reference• User Annotation• Hide Graphics• Erase• Screen Save• Gray Scale Enhancement <p data-bbox="428 1419 1458 1549">Scan Modes: The Optima CT580 W scanner system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360-degrees scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 16 contiguous axial planes to be acquired simultaneously.</p> <p data-bbox="428 1572 971 1640">Helical Scans: Reference helical protocols allow for fast and efficient patient set up.</p> <p data-bbox="428 1663 1458 1759">Helical Multi-slice Modes: Helical scanning has been simplified by grouping all critical acquisition parameters within helical pitches optimized for image quality and speed - 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 for 16 slice acquisition.</p>

Qty	Catalog No.	Description
		<p>These clinically derived helical scan modes offer a wide range of selections that carefully balance acquisition speed image thickness, and provide table speeds up to 35 mm per rotation (70mm per second) enabling scan speeds that are more than 20 times faster than single slice helical scanners.</p> <p>Prospective Multiple Thickness Reconstruction: For any helical scan modes, the operator can choose to reconstruct images prospectively in any of 7 nominal image thicknesses - 0.625, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. The operator may also prospectively specify additional image sets to be reconstructed. The images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode. Direct MPR may also be prospectively specified which quickly enables the move from 2D review to prospective 3D image review of axial, sagittal, coronal and oblique planes automatically.</p> <p>Helical scan parameters: - Scan Speed: Full 360-degrees rotational scans in 0.5, 0.6, 0.7, 0.8, 0.9, and 1.0.</p> <p>Scan Technique: - kV: 80, 100, 120, 140 kV - mA: 10 to 800 mA (5 mA increments) - Power: 0.8 to 100kW - Focal Spot Selection (at 140 kVp):</p> <ul style="list-style-type: none"> • Small spot for up to 46.9 kW • Larger spot for greater than 46.9 kW • Max. Helical Scan Time: 120 sec • Multiple scan can be acquired in one series to produce up to 3000 contiguous helical images • Minimum Inter-group Delay (IGD): 5 sec <p>Helical Scan Enhancements: - 6 fps reconstruction even while scanning Xstream FX workflow allows, image reconstruction, display, processing and analysis, as well as networking, archival and filming all while scanning.</p> <p>Anatomical programmer: A ten region anatomical selector allows quick and easy access to user programmable protocols. Separate selector for adult and pediatric exams with greater than 8460 protocol storage available. - Ten user-defined regions. Each region has reference protocols displayed with the anatomical selector for fast access to frequently used protocols. Protocols include preset scan time, kV, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, and special image acquisition and processing options like DMPPR. Any scan parameters may be edited for each scan or all scans - either before or during and exam. The number of scans may also be easily changed. - AutoScan: Automates table movement and start of each scan - AutoVoice: 3 preset (English) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning - Trauma Patient: Allows patient scans and image display/analysis without entering patient data before scanning</p> <p>Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce</p>

Qty	Catalog No.	Description
		<p>potential misregistration between scans by increasing the number of scans in a single breath hold.</p> <p>Reference protocols allow for fast and efficient patient set up.</p> <p>Axial Multi-slice Modes: The Optima CT580 W system acquires axial scans in sets of up to 16 contiguous images in one 360-degrees rotation. For each rotation of the gantry the system collects 16</p> <p>rows of scan data. There are five reconstruction modes available for creating images from the multi-slice axial scan data.</p> <p>Axial Scan Parameters: - Scan Speed: Full 360-degrees rotational scans in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0, 3.0 and 4.0</p> <p>Scan Techniques: - Same as Helical</p> <p>Scan Plane Geometry: - +/- 30 Degrees Angulation in .5 mm increments - Longitudinal Positioning in 0.01 mm per Slice Increment</p> <p>Interscan Delay (ISD): - Minimum ISD:Table Moves of 0-10mm:1.0 sec - Minimum ISD:Table Moves of > 10mm:1.3 sec</p> <p>Intergroup Delay (IGD): - Minimum IGD is the same as Minimum ISD</p> <p>Scan-to-Scan Cycle: - Minimum Scan-to-scan Cycle of 1 sec possible for 0.5 sec Scan Speed with Minimum ISD's - Scan with zero table increment, contiguous image location, or skipped image location Overlapped axial scans are not possible.</p> <p>Axial Image Reconstruction: Reconstruction algorithms:Soft Tissue, Standard, Detail, Bone, Bone Plus, Chest, Lung and Edge. Axial Image Reconstruction Speed: 6 images per second.</p> <p>Warranty:</p> <p>The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All</p> <p>Regulatory Compliance:</p> <p>This product is designed to comply with applicable standards under the radiation control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.</p> <p>This product is a CE-compliant device satisfying regulations regarding Electro-Magnetic Compatibility (EMC), Electro-Magnetic Interference (EMI), and IEC-60601-1 and all applicable collateral and particular standards.</p> <p>Must add to quote; Table preference & Cable kit</p>

Qty	Catalog No.	Description
1	B7877EN	English Keyboard (Black) for CT systems and system labels
1	B7816PS	Standard cable set for H Power systems
1	B7590TL	The High Capacity Table for WideBore systems Key features of the High Capacity table include: 650 lb weight capacity, 1600 mm scannable range, 125 mm/sec travel time, real-time Z-axis position feedback between gantry and table. Vertical movement: 52.5 - 99.1 cm
1	B78912CA	ASiR(*/@) (Adaptive Statistical Iterative Reconstruction) dose reduction technology + <ul style="list-style-type: none"> • May enable reduction in pixel noise standard deviation. The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of diagnostic images, thereby reducing the dose required + • May enable improvement in low contrast improvement in low contrast detectability + • May deliver image pixel standard deviation equivalent to a higher acquisition such as that delivered by a higher power generator when imaging the same object + • May allow for scanning at lower mA and less anode heat input, thereby reducing the likelihood of encountering tube cooling limitations + <p>+ In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.</p> <p>@ ASiR feature names are licensed for use with a GE X-ray tube. Use of a third party x-ray tube will require purchase of an additional license for these features.</p> <p>* Trademark of the General Electric Company</p>
1	B7864KH	FX Exam Split Pre-requisite: ConnectPro Exam Split simplifies anatomy-specific physician review and billing by providing customers with the capability to split a series of patient images back into individual procedures or groups. With Exam Split the user retrospectively selects the first and last image in a group and attaches them to one of the accession numbers in the exam They then select the next group of images for attaching to each successive accession numbers. This accession number is what ties the exam to billing codes, and comes from the customer RIS (Radiology Information System). Exam Split FX integrates the image groups pre-defined in the scan order with your RIS, and notifies physicians when their image groups are ready to read. Ther new smaller image groups can then be networked to separate review locations for multiple "reads" and appropriate billing

Qty	Catalog No.	Description
		<p>on select patient exams.</p> <p>This application can be run in one of two modes (hard and virtual) to support hosts that do and do not support Gray Scale Presentation State (GPSPS). Virtual mode provides ability to send window level values, flip & rotate images, and has compatibility with MPPS. Customers using Exam Split also require Radiology Information System or Modality Worklist support.</p>
1	E4502KY	<p>2 Phase 10 KVA Partial UPS for CT Lightspeed and Lightspeed PRO</p> <p>The 2 Phase 10 KVA Partial System UPS kit has been specifically designed to coordinate with the BrightSpeed, LightSpeed and LightSpeed PRO 16 families of CT scanners. In the event of a power outage, a partial system UPS provides continuous back-up power to the scanner host and control computers, thus assuring no loss of usable scan data. In addition, critical circuits in the gantry and table remain powered which facilitate the safe removal of the patient from the scanner. If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system. When longer power outages are anticipated, the UPS provides time for the operator to complete an orderly shutdown of the system software.</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none">• True double-conversion, online technology provides reliable operation and uninterrupted glitch free power.• Automatic voltage and frequency selection eases startup, i.e., 50 or 60 Hz compatible• Integral Static Bypass switch means zero transfer time• Integral Manual Bypass switch facilitates continued scanner operation while UPS is being serviced• Single input connect utilized for both UPS input and static switch• Maintains system electronics and allows critical scanner operations to continue for 10 minutes (typical) after loss of power• Advanced Battery Management (ABM) software monitors / indicates battery health and doubles battery service life <p>SPECIFICATIONS</p> <ul style="list-style-type: none">• Dimensions (H x W x D): 32.7" x 12" x 32"• Weight: 350 lbs.• Rating: 10 kVA• Input Voltage Range: 85-144V / ph; 2 Phase• Output Frequency: 50 or 60 Hz, auto-sensing <p>COMPATIBILITY</p> <ul style="list-style-type: none">• HiSpeed Advantage-RP, CT/I, Lightspeed QXi, LightSpeed Plus, LightSpeed Ultra, LightSpeed

Qty	Catalog No.	Description
		16, BrightSpeed Systems, LightSpeed Pro 16 and RT Systems, Discovery NM 670 (Nuc)
		NOTES: <ul style="list-style-type: none">• Customer is responsible for rigging and arranging for installation with a certified electrician• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	E4502AE	CT Main Disconnect Panel - 125 Amp with Auto Restart
		FEATURES/BENEFITS <ul style="list-style-type: none">• Custom panel serves as the main power disconnect between the CT system and the facility 400-480V power source Panel provides short circuit, overload, undervoltage release, automatic restart, and emergency shut down for the CT system• Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components• Standardized design and testing assures high product quality and system reliability• On systems where the optional 12.5 kVA partial system UPS is ordered, the Main Disconnect Panel also provides mandated emergency power off control via a UPS output disconnect function included in the panel design• Provides a standardized platform for future UPS or other GE engineered modifications or upgrades
		SPECIFICATIONS <ul style="list-style-type: none">• Dimensions (H x W): 30.24 in. x 19.78 in.• Enclosure Depth: 7.05 in.• Handle Depth: 10.3 in.• Weight: 110 lbs.• UL, cUL and CE labeled• Panel disconnect provides OSHA lockout/tagout provisions• Surface or semi-flush mounting• Partial system UPS sold separately (E4502F)
		COMPATIBILITY <ul style="list-style-type: none">• CT LS Pro 16, LS Pro 32, RT Systems, LS VCT, CT 750HD, Discovery 690 VCT
		NOTES: <ul style="list-style-type: none">• Customer is responsible for rigging and arranging for installation with a certified electrician• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	E8016AZ	Slicker - CT HD750 and VCT w/GT 1700 Table (2 Piece Set)

Qty	Catalog No.	Description
		<p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> • Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover • Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids • Increase system uptime by protecting table from spills and particulate contaminants • Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas <p>COMPATIBILITY</p> <ul style="list-style-type: none"> • VCT with GT 1700 Table, CT HD750
1	E8016BA	<p>Footswitch Slicker for CT HD750 and VCT Systems</p> <p>The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H</p>
1	W0113CT	<p>TIP CT Basic Training 6 Days Onsite 10 Hours TVA</p> <p>TIP Applications CT Basic Training for LightSpeed, LightSpeed VCT and BrightSpeed Systems includes:</p> <ul style="list-style-type: none"> • 6 onsite days covered in two site • 10 hrs. TVA <p>All elements of the programs are completed within 36 months post installation. Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.</p>
1		<p>GEHFS Lease</p>

Quote Summary:

LightSpeed QXi 4 slice

Total Quote Net Selling Price

\$599,850.50

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



GE Healthcare

For Third Party Products and Services Only: If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

For Mobile Systems Only: For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

For MR Products Only:

- a. MR Systems. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.
- b. Magnetic Resonance Imaging (MR) Site. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.
- c. Magnet Maintenance and Cryogenes. The price of MR systems includes all cryogenes necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogenes, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.

For PET and PET/Cyclotron Systems Only: For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for

use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

For PET/CT and PET Radiopharmacy Sites Only: Customer will provide a site and surroundings suitable for installation and operation of such a systems using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

For iCenter and iLinq Only: GE Healthcare will provide iCenter and/or iLinq information management Services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

For Healthcare IT Products Only:

a. Payment. Unless specified separately in the Quotation, fees for non-GE Healthcare software and hardware shall be due one hundred percent (100%) on delivery of the applicable software or hardware.

b. Audit Rights. Upon forty-five (45) days notice GE Healthcare may audit Customer's use of the software. Customer agrees to cooperate with GE Healthcare's audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owe to GE Healthcare, Customer agrees to pay those fees and GE Healthcare's costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, GE Healthcare may terminate Customer's license to use the applicable software. Customer agrees to permit GE Healthcare to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information, shall be used solely for the purposes of technical support and auditing the use of the software, and shall not be disclosed to any third party (other than third-party vendors of software licensed to Customer under this Agreement) without Customer's consent.



GE Healthcare General Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

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

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE

Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute

regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.



GE Healthcare Product Terms and Conditions

GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

1. Commercial Logistics

1.1. Order Cancellation and Modification.

1.1.1. Cancellation and Payments. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.4. Installation and Certification. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible

for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.

- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources. In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

1.7. Data Access. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

2. Software License

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent

with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

3. Payment and Finance

3.1. Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

4. Product Specific Terms

4.1. MUSE CV Information Technology Professional Services (ITPS). MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).

4.2. Pre-Owned Products. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.

4.3. CT and X-Ray Products. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.



GE Healthcare

GE Healthcare Additional Terms and Conditions: Uptime Commitment

This Uptime Commitment incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions and will apply to eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems").

1. Scope. GE Healthcare will provide Customer with expanded warranty protection for Eligible Systems in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period.

2. Eligibility. To be eligible for this expanded warranty protection, Customer must: (a) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (b) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (c) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (d) provide GE Healthcare with at least two (2) business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within two (2) business days after the occurrence of the unplanned changes, (e) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (f) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

3. Uptime Commitment. If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below.

4. Definitions. "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below. "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

<u>% < Uptime Commitment</u>	<u>Extension</u>
0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

"Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows: The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on planned maintenance ("PM") during that interval:

Hours1 = A hours per day X B days per week X 26 weeks

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment: Hours3 = Hours2 X Customer's %

5. Eligible System. An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.



GE Healthcare Additional Terms and Conditions: Healthcare IT

GE Healthcare

References herein to "Products" and "Services" mean the Products (including hardware and software) and Services purchased by Customer as identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

These Additional Terms and Conditions incorporate the GE Healthcare General Terms and Conditions as well as the GE Healthcare Product Terms and Conditions and will apply only to the license, purchase and use of Healthcare IT Products.

1. Healthcare IT Product Specific Terms. The following terms apply only to the purchase of Healthcare IT Products.

1.1. Statement of Work (SOW). Following the effective date of this Agreement, the parties may enter into a written statement of work ("SOW") signed by the parties that describe the professional services to be provided by pursuant to the quotation, which may include, among other things, an installation and implementation project work plan, identification of installation and implementation services, and other related professional services. GE Healthcare shall perform the professional services and provide any deliverables described in any such SOW and shall use commercially reasonable efforts to do so according to any delivery schedule in the SOW. GE Healthcare is responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) Customer's additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) Customer's site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; (viii) preliminary implementation plans; or (ix) key assumptions. The terms and conditions of this Agreement shall prevail over those of the SOW. A SOW may only be modified in writing signed by authorized representatives of both parties and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in Customer's responsibilities. From time to time during the term of this Agreement, the parties may enter into additional SOWs relating to services purchased by Customer under Change Orders to this Agreement. Each such additional SOW shall constitute a separate and independent work engagement and contractual obligation.

1.2. Project Managers. If required by the SOW, Customer and GE Healthcare shall each designate a project manager who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of services pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include to: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change-of-control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless GE Healthcare and Customer mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by the parties' respective organizations; (vi) help resolve project issues and escalate issues within the parties' respective organizations, as necessary; (vii) monitor and report project status on a regular basis to the respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

1.3. HITECH Certification. GE Healthcare will use diligent efforts to obtain certification under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") to the extent that certification standards are established for the applicable functionality included as part of GE Healthcare's EMR or Centricity Practice Solutions software licensed by Customer, including those product updates that GE Healthcare provides generally to Customer of such products as part of support and maintenance. If GE Healthcare fails to obtain certification for the applicable components within ninety (90) days after the beginning of the first Reporting Period in a Payment Year that Customer is actively seeking to demonstrate Meaningful Use, GE Healthcare will credit the standard support services fees for such software for each month during which the software is not certified (up to a maximum of 6 months) against future support fees. The foregoing is Customer's sole and exclusive remedy in the event GE Healthcare fails to obtain certification. For the avoidance of doubt, Customer's payment obligations under this Agreement are not conditioned on receipt of HITECH incentive payments, certification of the software or demonstration of meaningful use. GE Healthcare will keep Customer informed of GE Healthcare's certification status by posting such status at www.gehealthcare.com/hitech (or some other location that of which GE Healthcare may inform Customer). It is Customer's responsibility to ensure Customer meets all the requirements to qualify for the incentive payments, including "meaningful use", and to confirm that the GE Healthcare software Customer is using is certified according to HITECH criteria. GE Healthcare's obligations under this section apply only to the then-most current version of GE Healthcare's Centricity EMR or Centricity Practice Solution software products. GE Healthcare's obligations are contingent upon Customer then-receiving and paying for support services and complying with the requirements of the GE Healthcare service policy and, if GE Healthcare so requires, upon Customer installing software fixes, patches or updates or migrating to a new or different GE Healthcare software offering, and on Customer otherwise having installed all functionality not part of the GE Healthcare software that would have been required to show Meaningful Use. All capitalized terms shall the definitions set forth in this Agreement, the HITECH Act or any applicable implementing regulations.

1.4. Ownership Rights. GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the

deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with Customer or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. Customer hereby assigns, and will cause Customer's employees and independent contractors to assign, to GE Healthcare all of Customer's rights in and to such deliverables and intellectual property. GE Healthcare grants to Customer a nonexclusive, nontransferable, license, without the right to sublicense, to use the deliverables solely for Customer's internal business purposes and subject to the limitations described in this Agreement and the relevant SOW. Customer agrees to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of Customer's confidential information that may be included in any deliverable unless expressly agreed to otherwise by Customer.

1.5. Software Product Testing and Acceptance. Commencing on the date that GE Healthcare gives notice of installation of the GE Healthcare software (or on the date as otherwise provided for in the applicable SOW) and implementation by GE Healthcare of appropriate option and parameter selections made by Customer, Customer will have thirty (30) days to test each unit or module of the GE Healthcare software. Customer shall be deemed to have accepted GE Healthcare proprietary software the earlier of (i) Customer's written acceptance, (ii) the expiration of the test period identified in the preceding sentence without GE Healthcare receiving written notice from Customer of the existence of any errors and a reasonable description of such error(s), or (iii) the date Customer first uses the software to process actual data in the operation of Customer's business (e.g. to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). As used in this section, an "error" is the failure of the software to perform substantially in accordance with the documentation. Acceptance tests will be conducted using test data, preferably from Customer's historical operations, in a non-productive environment and according to test protocol to be mutually agreed upon by the parties. Upon discovering an error, Customer shall promptly notify GE Healthcare in writing of the error, which notice shall include a reasonable description of the error. Upon GE Healthcare's timely receipt of Customer's written notice, GE Healthcare shall promptly correct such failures identified by Customer therein. An acceptance test for amendments or alterations provided by GE Healthcare as a result of testing may be conducted by Customer for a period of not more than five (5) days after delivery of such amendment or alteration, and the test period shall be extended for this purpose. Upon the occurrence of acceptance, all payments associated with acceptance, if any, shall be due and payable.

1.6. Software Support. GE Healthcare will provide to Customer the software support services as described in the applicable GE Healthcare service policy for the GE Healthcare software and the support period as specified in the applicable quotation for which Customer has paid the applicable fees. Software that is identified on the quotation and either (i) is delivered to Customer in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Agreement unless specifically stated otherwise in the applicable quotation. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U). If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.

1.7. Medical Diagnosis and Treatment. Customer acknowledges that: (a) the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software; (b) Customer is responsible for verifying the accuracy of all patient information and determining the data necessary for Customer and Customer's users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to Customer's delivery of healthcare services; (c) Customer is responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software; (d) Customer and Customer's staff will consider all relevant information including information presented to Customer and Customer's staff by the software and may give whatever weight Customer and Customer's staff deem appropriate to the information produced by the software in the performance of Customer's and Customer's staff's functions; (e) any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it; (f) Customer has reviewed and will communicate to users who use and access the software any software information, which may be provided to Customer by GE Healthcare from time to time; (g) although GE Healthcare and its third-party vendors have used reasonable care in obtaining information from sources believed to be reliable, Customer acknowledges that it is Customer's obligation to be informed about any changes or developments in clinical information or guidelines that may not be reflected in the software and that the absence of an alert or warning for a given course of treatment, drug or drug combination should not be construed to indicate that the treatment, drug or drug combination is safe, appropriate or effective in any given patient; (h) Customer is solely responsible for the proper, complete and accurate submission of claims, including without limitation the determination of proper billing, diagnosis and procedure codes and the maintenance of patient medical records containing appropriate documentation of the Services billed; (i) when selecting a narrative condition or coded diagnosis or procedure, Customer must make an independent and informed judgment based upon the patient's condition and symptoms and/or a physician's submitted diagnosis, to select a code appropriate for that patient (GE Healthcare does not make any representation or warranty regarding the appropriateness of any of the narrative or codes displayed for any or all patients); (j) since it is possible that a payor's local medical review policies may be in effect prior to their receipt or update by GE Healthcare or its licensors, Customer, as a provider under Federal health care programs, assumes responsibility for the accuracy of all claims submitted for Services performed for Medicare beneficiaries. Customer shall use the Products only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes. GE Healthcare will not deliver, install, service or provide training on use of the Products if GE Healthcare discovers the Products have been or are intended to be used for non-clinical purposes

in violation of the preceding sentence.

1.8 Return of Software. Upon termination of this Agreement for any reason, Customer shall immediately return to GE Healthcare any and all software for which license grant immediately terminates.

2. Healthcare IT Warranty. The following warranties apply only to Healthcare IT products and are in lieu of any other standard GE Healthcare warranties.

2.1. Express Warranties. GE Healthcare makes the following express warranties to Customer:

2.1.1. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner.

2.1.2. Except as indicated otherwise below, GE Healthcare warrants that (i) GE Healthcare has the right to license or sublicense the software to Customer for the purposes and subject to the terms and conditions set forth herein, (ii) for 90 days following the warranty commencement date, the software will perform substantially in accordance with the applicable documentation, (iii) it has not inserted any disabling code (as defined herein) into the software, and (iv) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the software. As used herein, (a) "disabling code" means computer code that is designed to delete, interfere with, or disable the normal operation of the software; provided, however, that code included in the software that prohibits use outside of the license scope purchased for the software will not be deemed to be disabling code, and (b) "warranty commencement date" means the date upon which Customer first uses the software to process actual data in the operation of Customer's business (e.g., to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). The warranty period for any software or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced software.

2.1.3. Except for the right to license warranty above, the above warranties do not cover equipment or third-party software delivered with the GE Healthcare software. Third-party software is identified with a separate part number on the quotation (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling, or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available.

2.2. No Other Warranties. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

2.3. Sole and Exclusive Remedies for Breach of Warranties. The remedies set forth below are Customer's sole and exclusive remedies and GE Healthcare's sole and exclusive liability for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim.

2.3.1. If there is any breach of a warranty contained in Section 2.1.1, GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare.

2.3.2. If there is a breach of warranty contained in Section 2.1.2(i) GE Healthcare will indemnify Customer in accordance with Section 3.3 of the General Terms and Conditions to included as part of this Agreement.

2.3.3. If there is any breach of a warranty contained in Section 2.1.2(ii) – (iv) and Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the software available for service, GE Healthcare will, at its option, with respect to the GE Healthcare software, either correct the non-conformity or replace the applicable software. Unless agreed otherwise, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain licensed software, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center.

2.4. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the software in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the software in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's written recommendations or instructions on use; (iii) any alteration, modification or enhancement of the software by Customer or any third party not authorized or approved in writing by GE Healthcare (iv) inadequate back-up or virus protection or any other cause external to the software or beyond GE Healthcare's reasonable control. In addition, the warranties set forth above do not cover the software to the extent it is used in any country other than the country to which GE Healthcare ships the licensed software (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that the software will operate without error or interruption.



Warranty Statement (United States)

GE Healthcare

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

2. **GE Healthcare Warranties.**

- 2.1 **Scope.** This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.
- 2.2 **Term Usage.** "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software.
- 2.3 **Equipment Warranty.** Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for 1 year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.
- 2.4 **Software Warranty.** Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's General Terms and Conditions. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.
- 2.5 **Pre-owned Equipment.** GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.
- 2.6 **Healthcare IT and X-Ray Tubes.** GE Healthcare X-ray and Image Intensifier Tubes, Maxiray X-ray Tubes and GE Healthcare IT Products are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

2.7 **Third-Party Software and Equipment.** This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

3. **Warranty Commencement.** Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, 5 days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product. The warranty period for Vital Signs, Inc. Products begins on the date such products are shipped to Customer.

4. **Remedies.** If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in Section 2.1 above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

5. **Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates; and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6. **Exceptions to GE Healthcare Standard Warranties Described Above.**

CT Partial System Equipment Upgrades*: Six (6) months

MR Partial System Equipment Upgrades*: Six (6) months

X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six (6) months

PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six (6) months

Nuclear Partial System Equipment Upgrades*: Six (6) months

GE OEC New or Exchange Service/Maintenance Parts: Ninety (90) days

HealthNet Lan, Advantage Review — Remote Products: Ninety (90) days

GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Ninety (90) days

GE Ultrasound Service Replacement Parts: Thirty (30) days

LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (v) field support/service is available for an additional charge and (vi) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: coverage for system damage due to accidental dropping or mishandling, with a maximum of two (2) replacement systems during the term of the warranty.

Ultrasound Partial System Equipment Upgrades*: Ninety (90) days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Dash, Solar 8000M, 8000i & Tram: Additional two (2) years of parts only coverage, excluding displays (United States only)

DINAMAP ProCare Vital Signs Monitors: Two (2) years

DINAMAP Pro 100-400V2 Series Monitors: Three (3) years

Enterprise Access: One (1) year parts, ninety (90) days labor

MAC 1600: Three (3) years

MAC 1200: Three (3) years (United States only)

Batteries: Ninety (90) days, except (i) for LOGIQBook batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

$$1 - (\# \text{ of Mos. After Warranty Commencement} / 60) \times 100\%$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

Care Plus® Incubator: Three (3) years parts, one (1) year labor

Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod

BiliBlanket® Plus High Output Phototherapy System: Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad

Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: Thirty (30) days

GE OEC refurbished c-arms: Twelve (12) months after installation

Oximeters: Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner

Tec 7 Vaporizers: Three (3) years

Tec 6 Plus Vaporizers: Two (2) years

X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes: See GE Healthcare Warranty Statement X-Ray an Image Intensifier Tubes

Accessories and Supplies: GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

Service/Warranty Code T.....	100 Years
Service/Warranty Code V.....	25 Years
Service/Warranty Codes X.....	15 Years
Service/Warranty Codes F.....	3 Years
Service/Warranty Codes D, J, N, O, R or Z.....	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y.....	1 Year
Service/Warranty Code H.....	6 Months
Service/Warranty Code K and all Vital Signs, Inc. products.....	3 Months
Service/Warranty Code M.....	1 Month
Service/Warranty Code W.....	Out of Box Failure Only

*** NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**



Warranty Codes For Accessories And Supplies

GE Healthcare

Service / Warranty Codes. If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

A GE Healthcare directly, or through a sub-contractor, provides the following:

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. **Note:** *Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.*

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

Installation (in some cases with an additional charge); parts; on-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (some with additional charge); and post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. **Note:** *The battery for Service/Warranty Code D has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

E GE Healthcare directly, or through a sub-contractor, provides:

Installation (in some cases with an additional charge); basic functional troubleshooting (no technical labor) with supplier phone support; and coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. **Note:** *For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). **Note:** *The UPS battery for Service/Warranty Code G has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code O applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes O and Q has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes G and O is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

H, K, L and M GE Healthcare directly provides the following:

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Installation; Preventative Maintenance; and parts and labor. **Note:** *Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

P GE Healthcare directly provides the following:

Replacement of non-conforming components. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

T, V and X GE Healthcare directly provides the following:

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

W GE Healthcare directly provides the following:

Replacement of Product only for Out of Box failure. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *All electrical components (excluding the UPS) for Service/Warranty Code Z have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



Warranty Statement for X-Ray And Image Intensifier Tubes (United States And Canada)

GE Healthcare

1. Warranty Scope. These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

2. Warranty Commencement Date and Warranty Periods. The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

3. Remedies

3.1. General Remedies Terms. If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

- 3.2. Determining Tube Charge For Replacement Tubes. Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.
- 3.3. Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic). For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.
- 3.4. CT Tubes Replaced During Full Warranty Period.
- 3.4.1. Determining Labor Charges For Tubes Replaced During Full Warranty Period. No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.
- 3.4.2. GE Healthcare Pays The Entire Cost For The CT Tube. For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.
- 3.5. CT Tubes Replaced During Pro Rata Warranty Period.
- 3.5.1. Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.
- 3.5.2. Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

4. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing). In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

5. Warranty Periods

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	36 months	N/A
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRI/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix-ADV QX/i	6 months or 30,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

Number of months between date of warranty commencement and date of failure
 1 - _____ X 100
 Complete Warranty Time Period

OR

Slices Taken or Amp-Seconds
 1 - _____ X 100
 Complete Pro Rata Warranty Slice or Amp-Second Amount

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.



Vendor: GE MEDICAL SYSTEMS DIV

PO Date: 7/1/2002

PO Number: 321563

<p>Vendor: 3264 GE MEDICAL SYSTEMS DIV PO BOX 410400 CHARLOTTE NC 28241-0400</p>	<p>Ship To: VIDANT ROANOKE CHOWAN HOSPITAL VIDANT HEALTH 500 S ACADEMY ST AHOSKIE, NC 27910</p>	<p>Bill To Customer Number: VIDANT HEALTH ACCOUNTS PAYABLE PO BOX 6028 GREENVILLE, NC 27835-6028 252-847-4478</p>
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Comments: "Except where expressly superceded by a negotiated agreement signed by Vidant Health and Vendor this order is governed by the Terms and Conditions outlined on the Vidant Health website located at www.vidanthealth.com under 'For Vendors', which Terms and Conditions are incorporated herein by reference. Vendor's acceptance of this Purchase Order constitutes acceptance of these Terms and Conditions. Vidant Health reserves the right to modify these Terms and Conditions at any time, without notice to Vendor. Updated Terms and Conditions are effective immediately. Vendor is responsible for regularly reviewing the Terms and Conditions"

Delivery Date: 8/5/2002

Buyer: SW SONYA WHITE
 Buyer Phone: 252-209-3530

Terms: NET30

Ship Terms:

Line No.	Item No.	Description	Req Loc	Issue Dept	Vendor Item	Mfg. Number	Qty	Buy UOM	Unit Cost	Extended Cost
1	CT SCANNER	CATALOG # L7600JA				CT SCANNER	1.00	EA	\$503,472.00	\$503,472.00
2	CT SCANNER	CT SCANNER				CT SCANNER 20%	1.00	EA	\$125,868.00	\$125,868.00

Total Number of Lines 2

Total Order Amount \$629,340.00

Line Comments

Authorized Signature

Appendix B:

Capital Cost Sheet


**Vidant Roanoke-Chowan Hospital
CT Scanner Replacement**

CAPITAL COST SUMMARY

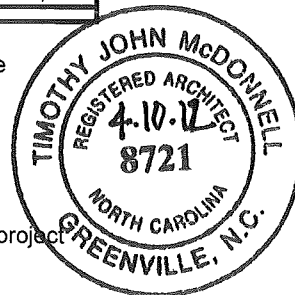
Site Costs

(1) Full purchase price of land Acres 0 Price per Acre \$ _____	\$	0
(2) Closing costs	\$	0
(3) Site Inspection and Survey	\$	0
(4) Legal fees and subsoil investigation	\$	0
(5) Site Preparation Costs [Include]		
Soil Borings		
Clearing and Grading		
Roads and Parking		
Sidewalks		
Water and Sewer		
Excavation and Backfill		
Termite Treatment		
Sub-Total Site Preparation Costs	\$	0
(6) Other (Specify)	\$	0
(7) Sub-Total Site Costs		\$ 0
Construction Contract		
(8) Cost of Materials [Include]		
General Requirements		
Concrete/Masonry		
Woods/Doors & Windows/Finishes		
Thermal & Moisture Protection		
Equipment/Specialty Items		
Mechanical/Electrical		
Sub-Total Cost of Materials	\$	69,000
(9) Cost of Labor	\$	46,000
(10) Other		
(11) Sub-Total Construction Contract		\$ 115,000
Miscellaneous Project Costs		
(12) Building Purchase	\$	0
(13) Fixed Equipment Purchase/Lease	\$	624,580
(14) Movable Equipment Purchase/Lease	\$	0
(15) Furniture	\$	0
(16) Landscaping	\$	0
(17) Consultant Fees		
Architect and Engineering Fees	\$	12,500
Legal Fees		
Market Analysis		
CON Preparation		
Sub-Total Consultant Fees	\$	12,500
(18) Financing Costs (e.g. Bond, Loan, etc.)	\$	0
(19) Interest During Construction	\$	0
(20) Other (DHSR Review)	\$	2,000
(21) Sub-Total Miscellaneous		\$ 639,080
(22) Total Project Capital Cost (Sum A-C above)	\$	754,080


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



(signature) of Licensed Architect or Engineer)



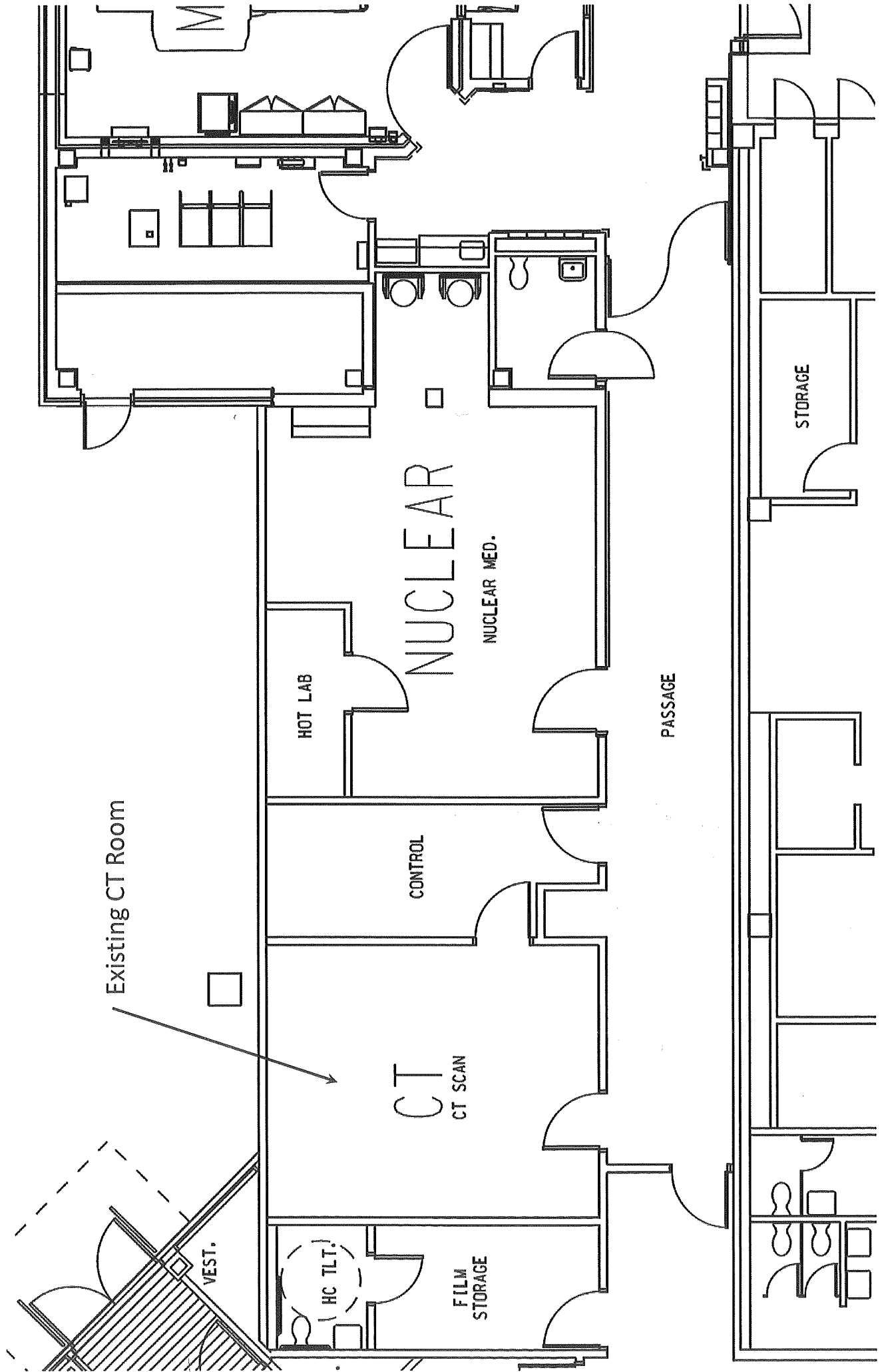
I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.



Sue Lassiter, President, Vidant Roanoke-Chowan Hospital

Appendix C:

Floor Plan



CT Equipment Replacement

Widant Donato Chouin Hospital

Appendix D:

Documentation of Removal or Existing Equipment

RCH1213

Trade-in Addendum to General Electric Company Quotation

East Carolina Health d/b/a
Roanoke-Chowan Hospital

THIS ADDENDUM, dated this 22 day of January, 2012, between General Electric Company ("GE") and Roanoke-Chowan Hospital ("Customer"), is made a part of Quotation Number P4-C122547 v9 between GE and Customer regarding the (GE Optima 580W CT scanner) ("Quotation").

The Quotation is modified to add the following provisions:

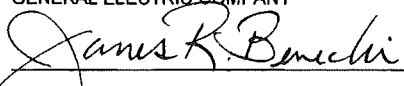
Trade-In:

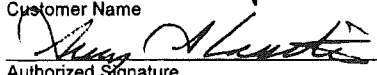
A. IN CONSIDERATION of a trade-in allowance of \$25,000., Customer hereby conveys to GE title to the following equipment, free and clear of all liens and encumbrances, effective as of the date de-installation of the equipment begins for the purpose of installing the replacement equipment provided to Customer under the Quotation. CUSTOMER HEREBY EXPRESSLY REPRESENTS AND WARRANTS THAT THIS EQUIPMENT IS NOT OWNED BY OR LEASED FROM ANOTHER PARTY.

<u>Equipment Mfr.</u>	<u>Model and Description</u>	<u>Quantity</u>	<u>System ID/Serial Number</u>
GE	Lightspeed QXi	1	252209RCCT

- B. If the above equipment is a mobile diagnostic imaging system contained in a mobile van or other motor vehicle that is included with this trade-in, Customer warrants and represents that it has properly registered, licensed and titled such van/motor vehicle with the appropriate state or local authorities, and Customer further agrees to deliver to GE upon execution of this Addendum any registration, license and title documents as GE may require to obtain registration, license and title in GE's own name and/or for re-sale to a third party.
- C. GE will, at its expense, arrange for deinstallation and removal of the above equipment, provided that Customer will be responsible for any required rigging, construction or demolition expenses. Customer will provide GE or its contractor with timely and unrestricted access to remove the equipment during Customer's normal business hours on a mutually agreed schedule. Customer acknowledges that any failure to provide such access may delay the installation of the replacement equipment provided under the Quotation. Unless covered under the Quotation with respect to installation of the replacement equipment, Customer is responsible for any facility reconditioning after removal of the equipment.
- D. Prior to deinstallation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the equipment is located and the equipment itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the deinstallation process (i.e., under equipment covers/below access flooring/in cable ducts, etc).
- E. Customer is also responsible for the proper management and disposal of the following materials that may be located at Customer's site: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.
- F. Until it is deinstalled and removed by GE or its contractor, Customer is responsible for risk of loss and damage to the equipment, the proper operation of the equipment and compliance with any laws relating to operation of the equipment, and Customer will maintain the equipment in its present condition. It is the responsibility of Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Act Privacy Rule) is removed from the Equipment before the Equipment is removed. Customer represents and warrants that it has removed all Protected Health Information from the Equipment. Customer further agrees to indemnify GE for any loss whatsoever resulting from any Protected Health Information that is not removed from the Equipment. The parties agree that GE shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the Equipment by Customer.
- G. If any of the conditions in this Quotation Addendum or obligations of Customer are not fulfilled, or if the equipment is missing any components or is inoperable at the time of deinstallation, GE may at its option reduce the trade-in allowance, or decline to purchase or revoke acceptance of the equipment.

All other terms, conditions and provisions of the Quotation remain unmodified and in full force and effect. In witness whereof, this Addendum has been executed by GE and Customer effective as of the date set forth above.

GENERAL ELECTRIC COMPANY

 1/30/2012
 James R. Benecki
 GE Sales Representative

East Carolina Health d/b/a
 Roanoke-Chowan Hospital
 Customer Name

 Authorized Signature
 President
 Title

Appendix E:
Proposed Equipment Comparison Table and
Equipment Brochure

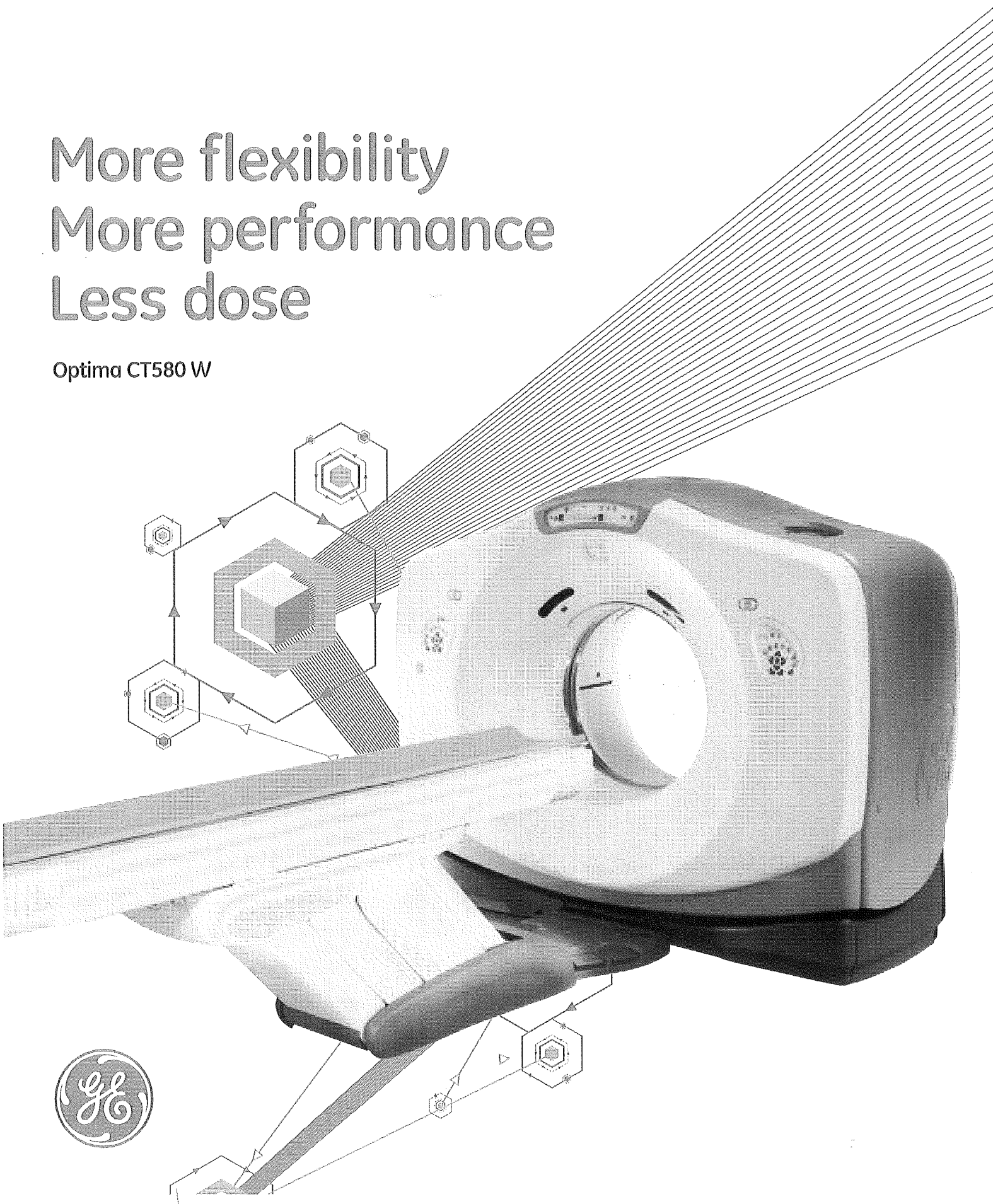
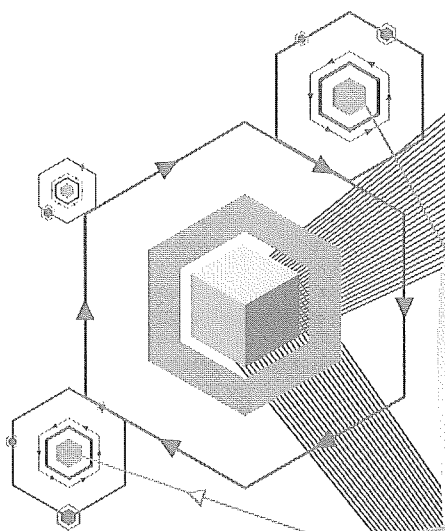
Equipment Comparison – VROA CT Replacement

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	CT scanner, console	CT scanner, console
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	N/A	N/A
Model Number	LightSpeed QXi 4-slice	Optima CT580W 16-slice
Serial Number	261208CN3	Pending
Provider's Method of Identifying Equipment	CTI	CTI
Specify if Mobile or Fixed	FIXED	FIXED
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	5/7/2003	Summer 2012
Does Provider Hold Title to Equipment or have a Capital Lease?	Holds Title	Capital Lease
Specify if Equipment Was/Is New or Used When Acquired	Used/Gold seal	New
Total Capital Cost of Project(including construction, etc.)	N/A	\$754,080
Total Cost of Equipment	\$629,340	\$624,580
Fair Market Value of Equipment	\$25,000 (trade-in)	\$624,580
Net Purchase Price of Equipment	\$629,340	\$599,580
Locations Where Operated	Vidant Roanoke-Chowan Hospital	Vidant Roanoke-Chowan Hospital
Number Days in Use to be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	0%	0%
Percent of Change in Per Procedure Operation Expenses(by Procedure)	0%	0%
Type of Procedures Currently Performed on Existing Equipment	Head, neck, chest, abdomen, pelvis, spine, extremity	N/A
Type of Procedures New Equipment's Capable of Performing	N/A	Head, neck, chest, abdomen, pelvis, spine, extremity

GE Healthcare

More flexibility
More performance
Less dose

Optima CT580 W



More
performance

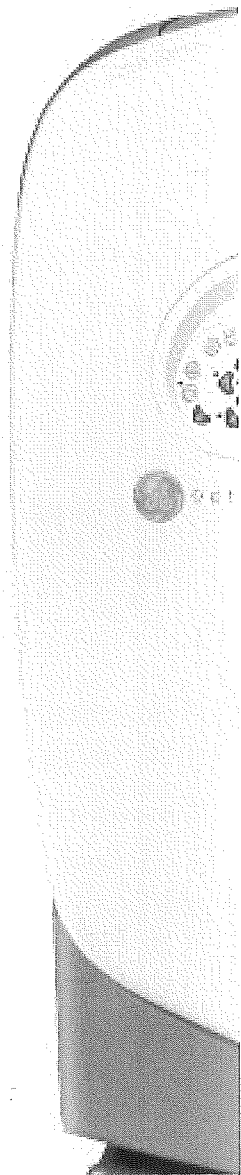
Less dose

More flexibility

This system is loaded.

Optima CT580 W* puts more capability at your fingertips – in a wide-bore, multi-purpose, reliable 16-slice CT scanner that offers high throughput and extreme flexibility to your radiology department.

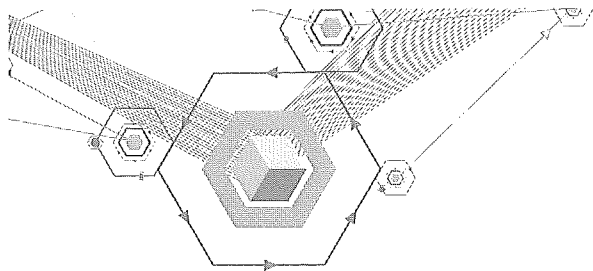
* Optima CT580 W is a configuration of Optima CT580.



A large bore. An ample field of view. A powerful X-ray tube.
High-resolution imaging. ASiR™ dose-reduction technology available.
Lightning-quick scan speeds. It's all within reach on the Optima CT580 W.
It can be your "go-to" CT system – the one you'll use day in and day out for
routine CT studies, complex or challenging exams, convenient large-patient
scans, streamlined interventional procedures, and more.

*What's more, it comes from GE, the established name in CT scanners, with a long
and growing list of multi-slice innovations, and superb service support and uptime.*





Boost diagnostic confi

Optima CT580 W is built on GE's legendary multi-slice technology – a balanced blend of power, resolution, speed, coverage and dose. For exceptional image quality. Extreme imaging versatility. And the ability to scan anatomy from head to toe without compromise.

Routine efficiency

Optima CT580 W arms you for a full range of studies from head to toe, with exceptional image clarity. And with efficiency that may optimize dose for virtually every scan. An ample 65 cm variable field of view provides extended visualization for large patients.

More productive workflow

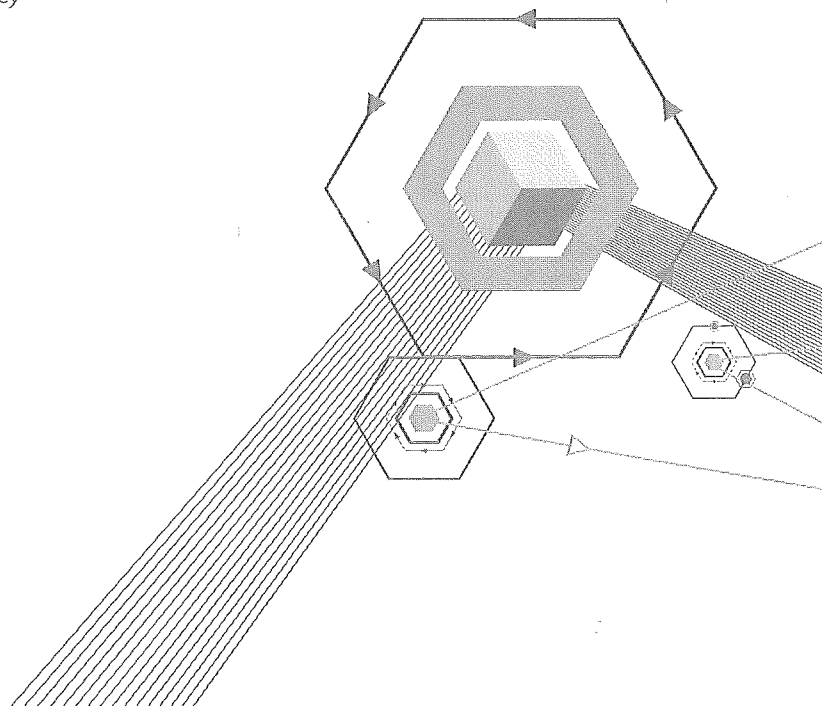
Optima CT580 W simplifies management of large, thin-slice datasets and combines speed with flexibility. With optional fast image reconstruction at 16 fps, it streamlines your workflow from acquisition to final report.

Extremely versatile

From routine imaging to radiation oncology, from the emergency department to the interventional suite, Optima CT580 W gives you impressive image quality to support confident diagnoses across a wide range of anatomy and applications. Abdomen. Thorax. Head and neck. Extremities. Vasculature. Its wide bore, state-of-the-art table design, powerful tube, and fast, high-resolution imaging facilitate everyday studies – plus exams for bariatric patients, critical trauma patients attached to monitoring devices, and patients receiving interventions.

Crystal clear

Optima CT580 W delivers outstanding images. Period. Its Performix™ Pro VCT 100 tube delivers impressive power from a 100 kW generator with 800 mA maximum current for sub-millimeter, sub-second imaging. That's power to handle challenging exams with ease. And virtually eliminate tube cooling for efficient patient throughput. Fast, true 16 x 0.625 microVoxel™ imaging – a GE exclusive – lets you routinely obtain 16-slice acquisitions with thin slices in all scanning modes to improve 3D and reformatted 2D resolution.



dence.



Have it both ways.

Fine Image detail. Low dose. Enhanced Low-Contrast Detectability (LCD). Compromise no more. Now you can reduce dose dramatically and still see the same image detail – thanks to the latest GE dose-management innovation.

A leap ahead in dose management

GE-exclusive ASiR™ ** (Adaptive Statistical Iterative Reconstruction) dose reduction technology, an advanced reconstruction technology that may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of diagnostic images, thereby reducing the dose required*. This reconstruction technology may enable improvement in low contrast detectability*. The ASiR reconstruction technique reduces noise during image reconstruction – while preserving anatomical detail. It overcomes the limitations of the conventional CT reconstruction approach known as filtered-back projection and produces an optimized image using the advanced iterative computation. It's great news for your patients, including pediatrics and those who need follow-up CT exams.

Always improving on the proven

In addition to ASiR, the Optima CT580 W keeps key imaging and dose-management features of previous GE CT systems. Our exclusive Volara™ 24-bit Digital Data Acquisition System (DAS) reduces noise for exceptional image quality in signal-starved anatomy, low-contrast soft-tissue areas, and large patients. Smart mA™, an automatic dose modulation technique, tells you the dose before the scan starts, so you can easily personalize dose protocols and minimize dose for virtually every patient – large and small.

IO-Enhance (IOE) allows faster pitch scanning covering more anatomy without sacrificing image quality for speed. Optima CT580 W also gives you flexibility to address critical situations, such as polytrauma and non-cooperative patients.

Bowtie beam shaping filter

The bowtie filter automatically attenuates off-axis rays to maintain a more uniform x-ray field of the detectors. This minimizes dose and reduces x-ray scattering effects.

Dose report and prospective dose display

Optima CT580 W features a DICOM-structured dose report, which provides a clear summary of CTDIvol and DLP parameters. It also comes with a prospective dose display that allows clinicians to monitor dose before the scan, helping to avoid any unnecessary dose delivery to the patient.

3D dose modulation

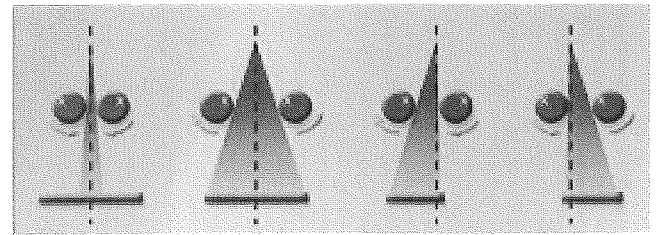
Optima CT580 W uses a 3D modulation algorithm which automatically adjusts the mA as you scan along x-y-z axes. The modulation maintains image quality while optimizing dose for the image quality selected.

*In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

** Option

Z-axis tracking

Z-axis tracking provides automatic and continuous correction of the X-ray beam position, adjusting the beam collimation and position to get a constant narrow beam on the detector.

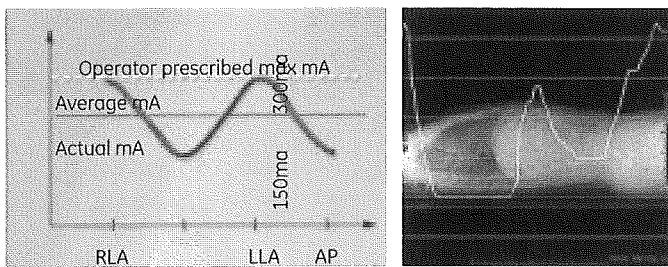


Closed cams for narrow beam

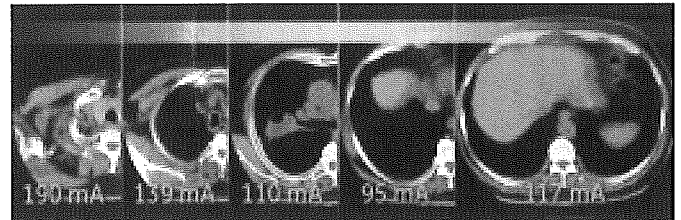
Open cams for wide beam

Counter rotate cams to position beam

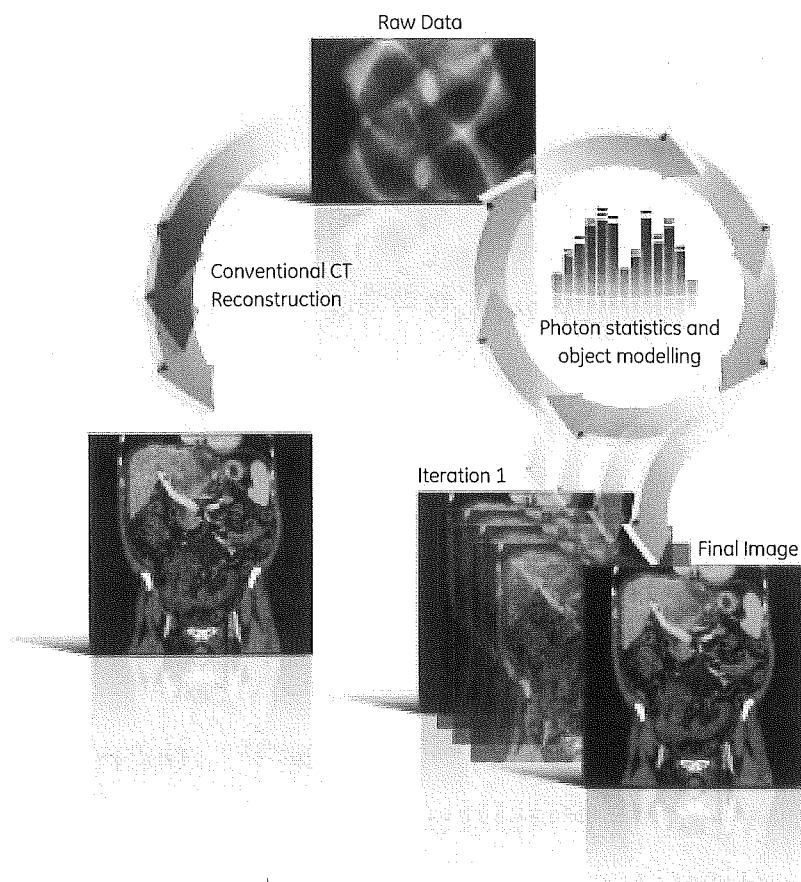
3D Dose Modulation utilizing SmartmA™ and AutomA



The mA (tube current) is adjusted (raised or lowered) according to the different anatomy being imaged and body habitus.



Constant image quality throughout scan.



It's remarkable.

Look.
More closely.

See how Optima CT580 W delivers extreme clarity and high diagnostic confidence across your full range of CT procedures.



Very accommodating

Trauma patients encumbered by backboards, IVs and other emergency medical apparatus may enter into the Optima CT580 W, with its spacious 80 cm gantry opening.

Lightning fast

Full 360° gantry rotation in just 0.5 seconds means helical scans are extremely fast. For shorter breath holds. More comfortable exams. Less patient motion.

Get the big picture. Every time.

For many large patients, CT scans are more than uncomfortable. They're impossible. Optima CT580 W provides solutions in those challenging situations.

A super-size bore

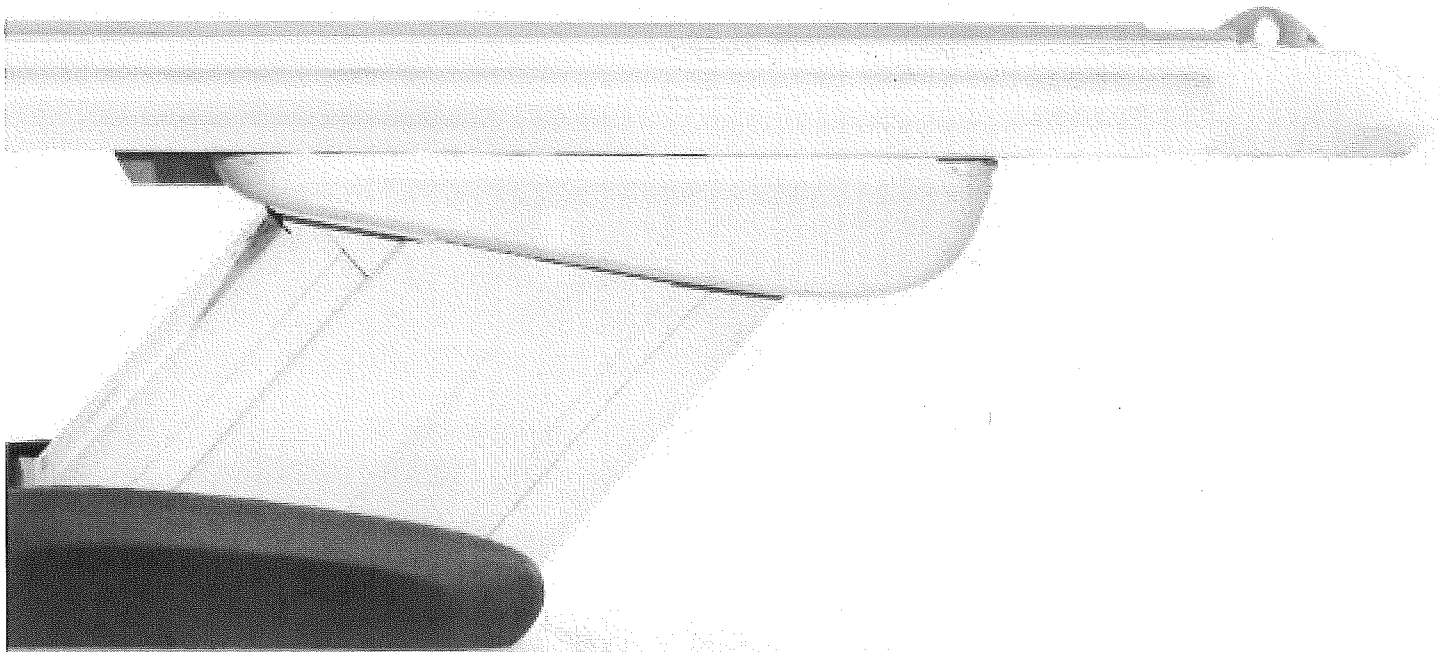
Ten centimeters larger than conventional scanners, an 80 cm gantry opening offers freedom to position large patients for challenging diagnostic studies. It also provides flexibility for positioning of radiation therapy patients.

High power

The combination of our Performix Pro VCT 100 tube and 100 kW generator enables an 800 mA maximum tube current – all the power you need for optimized image quality in obese patients.

State-of-the-art table design

The Optima CT580 W tables help you perform accurate scans on large patients. With our optional high-capacity table, you can support and scan patients weighing up to 650 pounds (295 kg). And a low minimum table height gives patients easy-on-and-off access. For radiation therapy cases our TG66-compliant tables help provide accurate positioning, thanks to a stiffer cradle made from an advanced composite fiber to keep patients steady.



Interventions improved.

Whether you're biopsying a lung lesion near the diaphragm or ablating a liver lesion, precise needle placement and ample patient access are essential.

Enter Optima CT580 W
with exceptional flexibility.

With growing demand for minimally invasive procedures comes the need for accurate real-time image guidance. From lesion biopsies to pain management, Optima CT580 W lets you balance dose and temporal resolution and optimize breath hold applications. It's flexible and versatile to support a wide range of interventional procedures – so you don't need to send patients to multiple suites.

Wide-bore elbow room

A spacious, 80 cm wide-bore design gives you plenty of room to work around your patients and insert interventional devices. Flexible in-room controls enable fast procedures.

Customized procedures

GE-exclusive VariSpeed lets you adjust rotational scan time in 0.1-second increments between 0.5 and 1.0 seconds, enabling short breath holds, more comfortable scans, and adjustment of protocols for unique patients needs.

Precise control of interventions

GE's SmartStep tap mode lets you complete simple procedures quickly and accurately. And you can manage complex cases with SmartView™* Fluoro multi-slice real-time CT fluoroscopy. At 24 frames per second (3 view ports at 8 fps each), the SmartView Fluoro option gives you fast real-time image acquisition for precise needle control. A short latency time facilitates your navigation of a biopsy needle to a lung lesion during a breath-hold or free breathing. And SmartView Fluoro shows you exactly how your needle is adjusting when inserted into the spinal canal or abdomen.

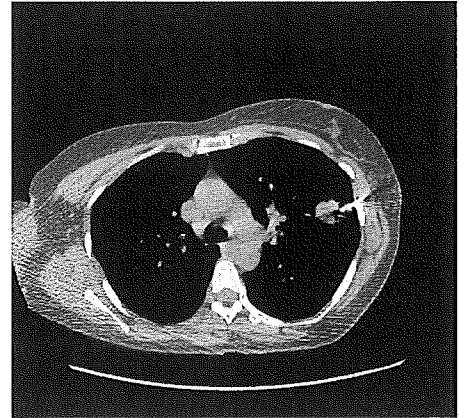
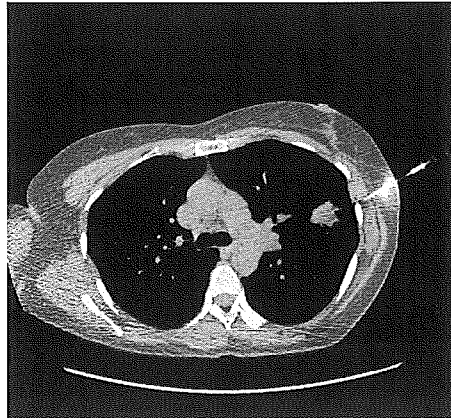
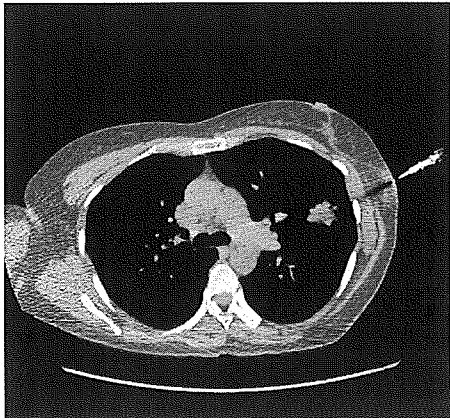
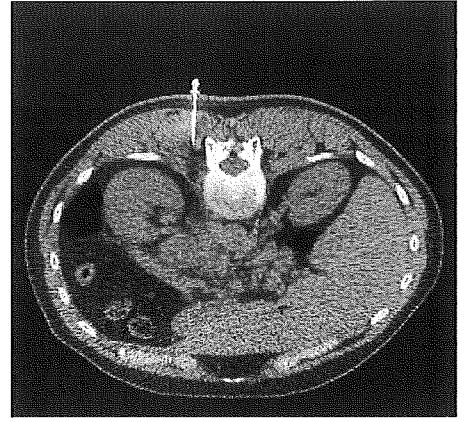
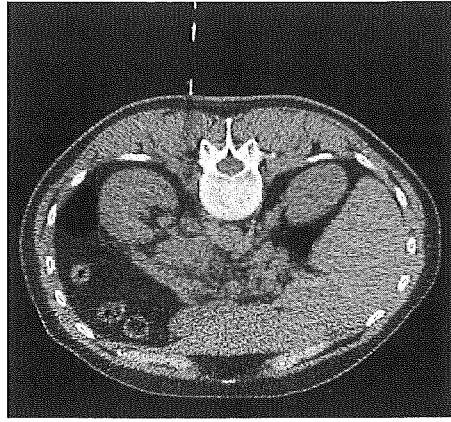
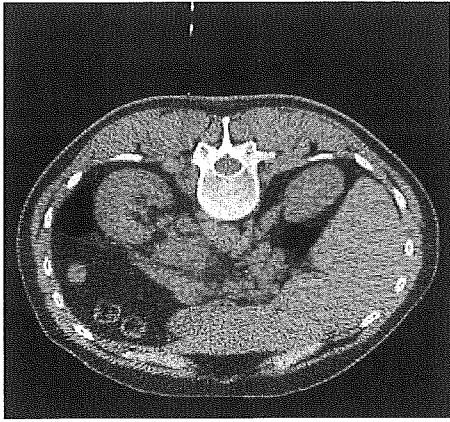
Make it your workhorse

Sharp images. Low dose. High throughput. Versatility. They're all good reasons to put the Optima CT580 W to work in your facility. Find out more from your GE Healthcare representative.

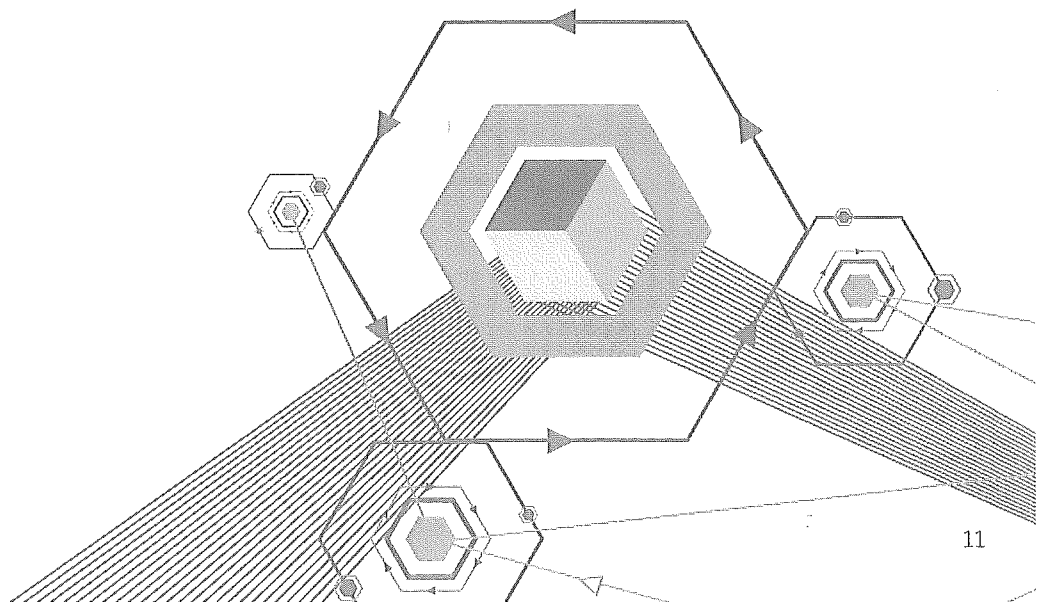


Exceptional
flexibility

* SmartView is available as an option



Needle placement using Smartview Fluoro.



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About GE Healthcare

GE Healthcare provides transformational medical technologies and services that are shaping a new age of patient care. Our broad expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, biopharmaceutical manufacturing technologies, performance improvement and performance solutions services help our customers to deliver better care to more people around the world at a lower cost. In addition, we partner with healthcare leaders, striving to leverage the global policy change necessary to implement a successful shift to sustainable healthcare systems.

Our "healthmagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality and efficiency around the world. Headquartered in the United Kingdom, GE Healthcare is a \$16 billion unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employs more than 46,000 people committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at www.gehealthcare.com

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imagination at work