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
Fax: (919) 733-8139

November 16, 2012

Mr. Greg S. Bass
Director
CHS Management Company
P.O. Box 32861
Charlotte, North Carolina 28232-2861

Exempt from Review - Replacement Equipment

Facility:	Carolinas Medical Center – NorthEast (CMC-NE)
Project Description:	Replace Existing Radiology Department CT Scanner with new CT Scanner
County:	Cabarrus
FID #:	933436

Dear Mr. Bass:

In response to your letter of December 30, 2011 and additional information received subsequently, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the General Electric (GE) Discovery 750HD CT scanner and remove the existing Phillips MX-8000 CT scanner currently located in the Radiology Department of CMC-NE's Clinical Services Building. The new General Electric Discovery 750HD CT scanner will be located in the Radiology Department. The existing Phillips MX-8000 CT scanner will be removed from the site once the new GE Discovery 750HD CT scanner is operational. This determination is based on your representations that the existing Phillips MX-8000 CT scanner in the Radiology Department will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. In addition, you should contact the Construction Section to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Gloria C. Hale

Gloria C. Hale, Project Analyst

Craig R. Smith

Craig R. Smith, Chief
Certificate of Need Section

cc: Construction Section, DHSR

Hale, Gloria

From: Bass, Greg [Greg.Bass@carolinashealthcare.org]
Sent: Tuesday, November 13, 2012 5:25 PM
To: Hale, Gloria
Subject: RE: Email from March 2
Attachments: CMC-NE CT Replacement Architect Certification Detail.pdf

Gloria,
I have attached the detail behind the total construction cost that was included in the architect's certified cost letter I provided previously. There is a line item labeled "Electrical" with a cost of $6,800 that covered the electrical portion of the installation costs of the CT scanner.

If you need any additional information related to this project please let me know.

Greg Bass
Director, CHS Management Company
greg.bass@carolinashealthcare.org
704-355-0314 phone
704-355-1625 fax

From: Hale, Gloria [mailto:gloria.hale@dhhs.nc.gov]
Sent: Friday, November 09, 2012 1:58 PM
To: Bass, Greg
Subject: RE: Email from March 2

Greg,
Thank you for forwarding me this. It appears that the only outstanding piece of info I still need is a cost estimate for the de-installation of the existing Phillips MX-8000 CT scanner and a cost estimate for installation of the GE Discovery 750HD CT scanner. As I mentioned on the phone the other day, the quote provided by the vendor stated, "Customer is responsible for rigging and arranging for installation with a certified electrician" on page 11. Therefore, it appears that these costs would need to be accounted for in the total cost of the proposed project. Please let me know what those costs would be and what the total cost of the project would then be.

I will expedite a response as soon as I hear back from you. Thanks.

Gloria

Gloria C. Hale, MPH
Project Analyst
North Carolina Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center
Raleigh, North Carolina 27699-2704
(919)855-4696
gloria.hale@dhhs.nc.gov

From: Bass, Greg [mailto:Greg.Bass@carolinashealthcare.org]

Sent: Friday, November 09, 2012 1:27 PM
To: Hale, Gloria
Subject: FW: Email from March 2

Here is the request for information on the CMC-NorthEast CT scanner replacement.

Greg Bass

From: Wilson, Fatimah [mailto:fatimah.wilson@dhhs.nc.gov]
Sent: Friday, May 04, 2012 3:39 PM
To: Bass, Greg
Subject: Email from March 2

See attached.

Fatimah Wilson, Project Analyst
Certificate of Need Section, DHSR
919-855-3873

This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and entity named as recipients in the message. If you are not an intended recipient of this message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute or copy this message, and do not disclose its contents or take any action in reliance on the information it contains. Thank you.

RDM Architecture PA

02 May 2012

Gigi Berg, Project Manager
Facilities Management Group
Carolinas Healthcare System
920 Church Street North
Concord, NC 28025

RE: Statement of Probable Cost – SD Phase
CMCNE CT No. 3 Ultra Premium Equipment Replacement
OSR 2505305 RDM 9010.87.02

Ms. Berg,

Please consider the following if provided by a general contractor based on a project schedule of four weeks:

Permits		
Cabarrus County	$1,000.00	
Concord Fire	$100.00	
DHSR	$0.00	By Owner
Interim Life Safety/Temp Partitions	$1,000.00	
Infectious Disease Control	$1,200.00	
Demolition/General Work	$8,000.00	
Unistrut	$0.00	Verified existing is adequate for reuse
Drywall	$2,640.00	
Ceilings	$1,500.00	Where restroom removed only
Lead Shielding	$3,000.00	
Casework	$4,150.00	
Doors/Hardware	$0.00	No changes
Flooring, base	$3,900.00	Assume minimal floor prep
Paint	$1,350.00	
HVAC	$5,750.00	T&B included
Plumbing	$5,000.00	
Electrical	$6,800.00	Testing included
IS/Information Technology	$1,500.00	
Daily Clean	$1,600.00	
Final Clean	$700.00	
SUBTOTAL 1	$49,190.00	

PO Box 1029

215 S. Main Street, Suite 303

Davidson, North Carolina 28036

704.987.9727 phone

704.987.9722 fax

www.rdmgroup.net

02 May 2012

Gigi Berg, Project Manager
Statement of Probable Cost – SD Phase
CMCNE CT No. 3 Ultra Premium Equipment Replacement
OSR 2505305 RDM 9010.87.02

Contingency (5%)	$2,459.50
SUBTOTAL 2	$51,649.50
General Conditions (20%)	$10,329.90
SUBTOTAL 3	$61,979.40
Overhead (10%)	$6,197.94
SUBTOTAL 4	$68,177.34
Fee (10%)	$6,817.73
TOTAL BASE CONSTRUCTION COST	$74,995.07

Please note that this cost assumes the following scope of work:

1. Includes minor repair to rated walls.
2. Repair/replace or patch work damaged by installation of new equipment.
3. Modifications to ductwork where restroom removed, demo exhaust.
4. New VAV or terminal CAV box connected to existing medium pressure ductwork if needed.
5. Controls and reheat piping for new terminal reheat box if added.
6. Remove existing and provide new casework with solid surface and sink barrier
7. Provide new finishes including, paint, flooring and base.
8. Remove drywall and install lead shielding and new drywall where toilet removed.
9. Relocate sink in room and associated plumbing above and below slab
10. New service
11. New IT, verify need for new IP address.
12. Modifications to low voltage systems, electrical ductwork as required by equipment layout and owner.

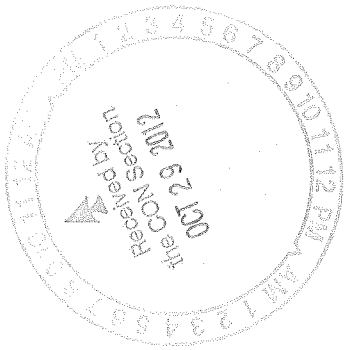
Please call with any questions.

Regards,
RdM Architecture PA

Richard Mack AIA

CC: Tom Washington

Carolinas HealthCare System



October 26, 2012

Ms. Gloria Hale, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27603-0530

RE: Replacement of CT Scanner Equipment in the Radiology Department on the campus of Carolinas Medical Center-NorthEast: Additional Information

Dear Ms. Hale:

On December 30, 2011, Carolinas Medical Center- NorthEast (CMC-NE) provided prior notice of its intent to replace an existing (fixed) CT scanner with new, technologically advanced CT equipment. We received a request for additional information related to the capital cost schedule, architect's certification and specific items included in the vendor quote.

The total capital cost for the project is $1,851,544 and the capital cost schedule included in Attachment A. The certified cost letter included as Attachment B indicates the total construction cost is estimated to be $74,995. The equipment quote for the General Electric (GE) Discovery 750HD CT scanner included in my prior letter clearly indicated that the quote included shipping, installation and training. No taxes have been included in the capital cost schedule because The Charlotte-Mecklenburg Hospital Authority (which owns CMC-NE) is a governmental authority and will not be subject to these taxes in connection with this project.

I trust this information will allow you to confirm that this project is exempt from certificate of need review according to Section 131E-184(a)(7) of the North Carolina

statutes. If you have any questions or require further information regarding this project, please contact me at 704-355-0314.

Sincerely,

Greg S. Bass, Director
CHS Management Company

Attachments

Attachment A

Capital Cost Schedule

Project name: CMC-NorthEast CT Scanner Replacement

A. Site Costs			
(1) Full purchase price of land		$ -	
Acres _____ Price per Acre $ _____			
(2) Closing costs		$ -	
(3) Site Inspection and Survey		$ -	
(4) Legal fees and subsoil investigation		$ -	
(5) Site Preparation Costs			
Soil Borings	$ -		
Clearing-Earthwork	$ -		
Fine Grade for Slab	$ -		
Roads/Paving	$ -		
Concrete Sidewalks	$ -		
Water and Sewer	$ -		
Footing Excavation	$ -		
Footing Backfill	$ -		
Termite Treatment	$ -		
Other (Specify)	$ -		
Sub-Total Site Preparation Costs	$ -	$ -	
(6) Other (Specify)		$ -	
(7) **Sub-Total Site Costs**			**$ -**
B. Construction Contract			
(8) Cost of Materials			
General Requirements	$ -		
Concrete/Masonary	$ -		
Doors & Windows/Finishes	$ -		
Thermal & Moisture Protection	$ -		
Equipment/Specialty Items	$ -		
Mechanical/Electrical	$ -		
Other (Specify)	$ -		
Sub-total Cost of Materials		$ -	
(9) Cost of Labor		$ -	
(10) Other (Specify)		$ -	
(11) **Sub-Total Construction Contract**			**$ 74,995**
C. Miscellaneous Project Costs			
(12) Building Purchase		$ -	
(13) Fixed Equipment Purchase/Lease		$ 1,456,549	
(14) Movable Equipment Purchase/Lease		$ -	
(15) Furniture		$ -	
(16) Landscaping		$ -	
(17) Consultant Fees			
Architect and Engineering Fees	$ 50,000		
Legal Fees	$ -		
Market Analysis	$ -		
Other (Specify)	$ -		
Sub-Total Consultant Fees		$ 50,000	
(18) Financing Costs (e.g., Bond, Loan, etc.)		$ -	
(19) Interest During Construction		$ -	
(20) Other (Contingency)		$ 270,000	
(21) **Sub-Total Miscellaneous**			**$ 1,776,549**
D. Total Capital Cost of Project (Sum A-C above)			**$ 1,851,544**

Attachment B

Architect's Certified Cost Letter

RdM Architecture PA

02 May 2012

Mr. Craig Smith, Section Chief
Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

RE: Statement of Probable Cost – SD Phase
CMC NorthEast, CT No. 3 Ultra Premium Equipment Replacement
Carolinas HealthCare System
OSR 2505305 RDM 9010.87.02

Mr. Smith,

As a licensed architect in the State of North Carolina, the architect with responsible charge of this project, and an authorized representative of RdM Architecture PA, please accept this Statement of Probable Construction Costs.

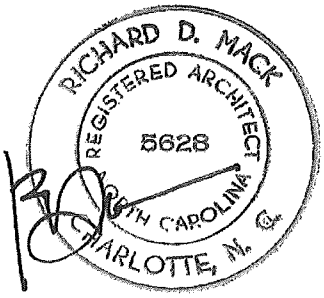
The estimated cost of construction is based on the healthcare experience of me, RdM Architecture PA and recent construction experience of Carolinas HealthCare System. Based on this collective information, to the best of our knowledge and professional experience, and in association with CHS, we submit to you a probable construction cost of $74,995.07, and that the cost is complete, accurate and reasonable for this project.

Please contact us with any questions or the need for additional information..

Regards,
RdM Architecture PA

Richard Mack AIA

CC: Tom Washington, Carolinas HealthCare System



PO Box 1029

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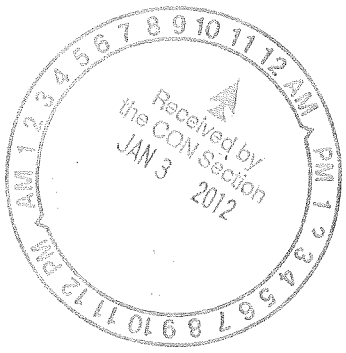
Carolinas HealthCare System

James E.S. Hynes
Chairman

Michael C. Tarwater, FACHE
Chief Executive Officer

Joseph G. Piemont
President & COO



December 30, 2011

Mr. Craig R. Smith, Chief
Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27603-0530

RE: Replacement of CT Scanner Equipment in the Radiology Department on the campus of Carolinas Medical Center - NorthEast.

Dear Mr. Smith:

Carolinas Medical Center- NorthEast (CMC-NE) is planning to replace an existing (fixed) CT Scanner with new, technologically advanced CT equipment. CMC-NE intends to purchase a General Electric (GE) Discovery 750HD CT scanner to replace an eight-year-old Phillips MX-8000 CT Scanner currently located in CMC-NE's Clinical Service Building. The existing equipment is near the end of its useful life and is at risk for service interruptions due to downtime and replacement part unavailability. The existing CT unit does not have x-ray dose reduction software and the replacement unit is capable of producing CT images with only 40-50 percent of the radiation dose we are currently using which is optimal for patient safety.

The General Electric (GE) Discovery 750HD CT scanner will be used for the same types of procedures as the existing equipment and it will not be used to provide a new health service. A chart comparing the existing equipment and the replacement equipment is included in Attachment A. The equipment is currently in use and documentation provided in Attachment B indicates 3,598 procedures have been performed in 2011.

The purchase price of the new CT equipment is $1,456,549 as shown in the quote from General Electric provided in Attachment C. The existing Philips MX-8000 CT unit is being purchased by Siemens Medical Systems and will be taken out of service and removed from North Carolina. The projected total capital expenditure for the removal of the existing equipment, renovation of the room and installation of the replacement CT equipment will not exceed $2 million.

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

This letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-355-0314.

Sincerely,

Greg S. Bass

Greg S. Bass, Director
CHS Management Company

Attachments

Attachment A

Comparison of Existing and Replacement Equipment

Carolinas Medical Center – NorthEast CT Replacement

Attachment A - EQUIPMENT COMPARISON

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Fixed CT Scanner	Fixed CT Scanner
Manufacturer of Equipment	Philips	GE
Model Number	MX 8000	Discovery 750 HD
Serial Number	N/A	N/A
Provider's Method of Identifying Equipment	Site # 225362	Site
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition of Each Component	12/2/2002	2012
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.)		< $2 million
Total Cost of Equipment	$1,044,090	$1,456,549
Fair Market Value of Equipment	$1,044,090	$1,456,549
Net Purchase Price of Equipment	$1,044,090	$1,456,549
Locations Where Operated	Carolinas Medical Center- NorthEast Radiology Dept.	Carolinas Medical Center- NorthEast Radiology Dept.
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 Operating Expenses (by procedure)	0	0
Type of Procedures Currently Performed on Existing Equipment	CT procedures for all body parts.	
Type of Procedures New Equipment is Capable of Performing		CT procedures for all body parts.

Attachment B

Equipment Use Documentation

Carolinas Medical Center
NorthEast

12/29/2011

Dear Sir,

This letter is to document that the Philips MX-8000 CT system at NorthEast Medical Center is currently in clinical use in the Radiology Department. We have performed the following clinical procedures on this unit:

Year	# of Procedures/year
FY 2007	4,552
FY 2008	4,599
FY 2009	4,564
FY 2010	4,486
FY 2011 (YTD thru *11/30/2011)*	3,598

Sincerely,

John D. Krepshaw
Director of Imaging Services
CMC-NorthEast

Attachment C

Equipment Vendor Quote

GE Healthcare

QUOTATION

Quotation Number: P2-C131521 V 11

Carolinas Medical Center NorthEast	Attn: John Krepshaw	Date: 12-28-2011
920 Church St N	920 Church St N	
Concord NC 28025-2927	Concord NC 28025	

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: 12-30-2011
- Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery
- Payment Terms: 60 DAYS NET
- Governing Agreement: CSS-GEHC MVA July 15 2011

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 _____
J Anders Date
Product Sales Specialist

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.

Quotation Number: P2-C131521 V 11

Item No.	Qty	Description
1	1	Discovery CT750 HD The Discovery CT750 HD is the world's first head and whole body high definition CT system offering enhanced visual clarity and up to 50% dose reduction when scanning patients of all ages. This configuration includes all cardiac acquisition capability including SnapShot Pulse for up to 83% dose reduction, VolumeShuttle for axial perfusion coverage up to 80 mm for stroke assessment. All major sub systems within the CT750 HD scanner have been re-imagined and designed to work in harmony to improve image quality and reduce dose. The Discovery CT750 HD output is a valuable medical tool for the diagnosis of disease, trauma, or abnormality and for planning, guiding and monitoring therapy. See More The Discovery CT750 HD delivers unparalleled image quality enabling the visualization of greater anatomical detail, for assessment and diagnosis. • up to 33% improvement in spatial resolution for body modes • up to 47% improvement in spatial resolution for cardiac scan modes • Accurate quantification of stenosis in coronary and vascular vessels • up to 40% improvement is low contrast detectability for greater soft tissue visualization, allowing improved visualization of smaller low contrast structures down to 2mm in size. Know More VolumeShuttle (axial coverage) The VolumeShuttle axial imaging allows covering neuro volumes of 80 mm for neuro CT Angiography and Perfusion exams. This configuration does NOT include Gemstone Spectral Imaging or Volume Helical Shuttle. Less Dose The Discovery CT750 HD innovations continue with advances in reconstruction technology resulting in dramatic dose reduction opportunities in the entire body compared to predecessor CT systems. Adaptive Statistical Iterative Recon (ASIR):provides users with a new and innovative image reconstruction technology to reduce unwanted noise in diagnostic images, allowing users to improve image quality at up to 50% less dose. Discovery CT750 HD Technology The revolutionary clinical advances of the Discovery CT750 HD are achieved via technological leaps forward in the entire image chain including reconstruction hardware and algorithms.

Item No.	Qty	Description

The key technological advancement is GE's proprietary Gemstone (TM) Detector enabling the improvements in spatial resolution, low contrast detectability, and spectral(multiple energy) imaging. The Gemstone detector is a garnet based CT scintillator was chosen for its highly efficient optical properties. Gemstone detector sets a new standard in CT scintillator performance supporting the next generation of CT imaging applications such as spectral imaging. This is the first new CT scintillator to be developed in the past 20 years and is designed to support high definition imaging.

- 98% efficient at 120kV
- Fastest primary speed in the industry, 100 times faster than available competitive scintillators
- Support higher resolution with lower noise per image
- Isotropic gemstone garnet cubic structure

System components: This whole body CT system includes a compact geometry premium gantry, table, Power Destribution Unit, high performance Xtream HD console with 2 high definition LCD's, customized keyboard, and graphical user interface design for efficient workflow with one technologist.

Gantry: GE's compact gantry design and advanced 10G baud slip ring design continuously rotates the Performix HD tube, HD generator, Gemstone detector and Volara HD digital data acquisition

around the patient. Exclusive VariSpeed allows short breath holds, more comfortable exams and the flexibility to customize protocols for unique patient needs.

- Aperture: 70 cm
- Rotational speeds: VariSpeed technology 360 degrees in 0.35, 0.375, 0.4, 0.475, 0.5, 0.6, 0.7, 0.8, 0.9, 1.0 Seconds
- Integrated breathing lights & GE exclusive countdown timer
- Integrated start scan button with countdown timer to indicate when x-ray will turn on
- Tilt: +/- 30 degrees, speed: 1 degree/second
- Remote tilt from operator's console

Gemstone (TM) Detector: The GE proprietary Gemstone detector enables high definition CT. Ultimately the performance of every CT system begins with the detector, and Gemstone sets a new standard in scintillator primary speed, afterglow and performance supporting the next generation of high definition CT imaging applications such as single source spectral imaging. THe proprietary Gemstone scintillator is the first new detector material developed in the past 20 years. The V-Res detector benefits are:

Item No.	Qty	Description

- 98% efficient at 120kvp
- Fastest primary speed in the industry
- Best after glow performance in the industry
- Higher resolution with lower noise per image
- 20 times less radiation damage of the scintillator when compared to competitive detector materials (Gadolinium Oxysulfide)
- Isotropic ceramic with a cubic structure
- Consistent Image Quality from the use of GE's exclusive patented detector material
- Backlit diode tecnology provides 100% active area

Performix HD X-ray Tube: Performix HD metal-ceramic tube unit with it's unique electrostatic cathode collimator design allows the focal spot to be dynamically positioned and customized to the clinical protocol and patient. The anode heat storage capability and wide range of technique (10 ma to 835 ma, in 5 ma increments) give the technologist and physician the flexibility to tailor protocols for even the most demanding acute care and cardiac exams without tube cooling.

- Heat storage capacity: 8.0 MHU
- Maximum power: 100 kW (835mA)
- Small focal spot power: 570mA at 120kv, standard resolution
- Small focal spot power: 420mA at 120kv, high resolution
- Beam collimated to 56-degree fan angle
- Heat dissapation: -Anode (Max)>2,100 KHU/min -Casing (cont) 648 KHU/min

HD High Voltage Generator: The HD Generator is capable of switching energy at very high speed to support Gemstone Spectral Imaging. High Frequency on-board gnerator allows for continuous high power demands required for acute care, cardiac and bariatric exams.

- 100 kW Output Power
- kVp: 80, 100, 120,140
- Energy Switching Speed: up to 0.5 msec
- mA: 10 to 835, in 5 mA increments Maximum mA for each kVp selection:
  - kVp Max mA
  - 80 700
  - 100 800
  - 120 835
  - 140 715

Quotation Number: P2-C131521 V 11

Item No.	Qty	Description

Volara HD Digital DAS (Data Acquisition System): The Volara HD digital DAS is high-speed data acquisition system that dramatically improves image quality, especially spatial resolution,low dose exams, and artifact reduction.

- up to 2,496 views per rotation for improvement in spatial resolution and improved image quality across the entire 50cm field of view
- 7,131Hz maximum sample rate
- 58,368 available input channels
- 23 bit dynamic range, 8,000,000 to 1

Integrated Laser Alignment Lights:

- Defined internal and external scan planes to +/- 1 mm accuracy
- Coronal light remains perpendicular to axial light as gantry tilts making visual readout easy from tableside or the operator console

Patient Table:

- Cantilever design for easy patient access, and stability
- Vertical range: 43 cm to 99.1 cm, scannable: 78.5 cm to 99.1 cm
- Horizontal range: 1700mm, (2000mm option)
- Horizontal speed: up to 137.5 mm/sec
- Table automatically re-centers on scan plane with changes in vertical position
- Helical pitches: 0.5:1, 0.9:1, 1.375:1, and cardiac pitches 0.16:1 to 0.24:1 for 0.35 sec cardiac scanning
- Table capacity: 227kg(500lb) +/- 0.25mm positional accuracy

Cardiac Capabilities:

- With SnapShot(TM)Pulse,complete prospectivly gated low dose coronary CTA study in as few as 5 heart beats with dose reduction of up to 83% with improved image quality.
- Complete a retrospectively gated helical acquisition coronary CTA study in 4-5 seconds with GE's exclusive 5-Beat Cardiac(TM)
- For acute care, this product provides the information to allow you to detect and diagnose coronary artery disease, pulmonary enbolus and aortic dissection in one exam.
- Cardiac Trigger Monitor - synchronize R-Wave output with the CT system. Features include:ECG and Heart Rate Display, P-Lock Algorithm, Trigger Mark, Chart Recorder ECG Data Storage, ECG Notch Filter, System Interlock, and internal Universal Power Supply Designed exclusively to work with GE CT Scanners.
- The R-Peak Editor allows the user to retrospectively modify trigger points

Item No.	Qty	Description

identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases where there is irregular heartbeat or suboptimal triggers.

Xtream(TM) HD Workflow: Xtream HD Workflow Platform built on the LINUX operating system for flexibility and security, the next evolution of GE's workflow and reconstruction architecture built to help you maximize productivity and lower dose with ASIR. The Split tabletop allows unrestricted patient viewing while supporting 2 - 19 inch color LCD monitors. Each work surface can be adjusted to accomodate a wide variety of operator preferences and site requirements.

Adaptive Statistical Iterative Recon (ASIR) provides the users with a new and innovative image reconstruction technology to reduce unwanted noise in diagnostic images, allowing users to improve image quality at up to 50% less dose.

Xtream HD Reconstruction breaks through existing limits on speed, image quality and flexibility to provide an optimized volumetric workflow solution from acquisistion to final report.

- Delivers up to 35 full fidelity images per second (ips) reconstruction
- Up to 16 ips network transfer rates
- DMPR (Direct Multiplanar Reformates) enables prospective 3D review of sagittal, coronal and oblique planes automatically
- Exam Split delivers the capability to split a series of patient images into seperate groups for networking
- Data Export and Interchange that allows you to easily share images with referring physicians and patients
- Complete set of clinically proven, low dose protocols and the ability to customize your own for a total of 8,460 programmable protocols. Xtream allows you to automate or build every task into protocols to increase throughput.
- Image decomposition to: -Retrospective thin images from data sets where thicker images were initially recontructed

  -Facilitates more detailed image & analysis -Improves 3D and reformat visualization
- 3D Neuro filters provide image noise reducition by lowering the image noise, these filters allow for the reduction of radiation dose while maintaining the image quality
- VariViewer is an interactive axial review mode that can change the slice thickness reconstruction instantaneously

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Xtream HD Operator Console:

- 803GB of total system storage
- 250,000 uncompressed 512 image files storage capacity, and 2880 scan seconds of scan data storage capacity
- 4.7 GB DVD/CD-R for data interchange (not recommended as a long term archive)

Scan: Xtream HD workflow allows simultaneous scanning, image reconstruction, display, processing and analysis, as well as networking, archival and filming

- Anatomical programmer allows quick and easy access to user progammable protocols. These are seperate selector for adult and pediatric protocols
- Protocols include preset scan time, kVp, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, networking destination, archiving and special processing options like Direct MPR
- AutoVoice: 3 preset (English) and 17 user defined messages automatically deliver patient breathing instructions, epecially useful for multiple helical scanning
- Trauma Patient mode: Allows patient scans and image display/analysis without entering patient data before scanning
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Bone, Bone Plus, Lung and Edge

OptiDose Features: OptiDose management features: bowtie filters optimized for coronary angiography and pediatric exams, 3D dose modulation, Color coding for kids tracking collimnator hardware and software for x-ray beam tracking, ECG dose modulation, to name a few of GE's dose optimization features, all based on the ALARA principle.

- 3D Dose modulation. Before the scan, clinicians can select the desired Noise/IQ: CT then tailored automatically exposure parameters, patient to patient and real-time x-y-z during each scan, resulting in up to 30 to 40% dose reduction.
- Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose
- Filtration of the x-ray beam is optimized independently for body and head applications
- DLP (dose length product)and dose efficiency display and reports during scan prescription provides patient dose information to the operator and can be saved with each exam
- DICOM Dose report included with each exam

Dynamic Z-Axis Tracking provides automatic and continuous correction of the x-ray

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beam position to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.

Image Networking: Exams can be selected and moved between the Discovery CT750 HD System and any imaging sytem supporting the DICOM 3.0 protocol for network send, receive and pull/query.

- Standard Auto-configuring Ethernet
- Direct Network Connection
- Supports 1GB or 10/100 BaseT
- Suported Protocols -DICOM 3.0 Netowrk -Advantage Net -InSite Point-to-Point -TCP/IP (for System Administration)

DICOM Conformance:

- DICOM 3.0 Storage Service Class
- Service Class User (SCU) for image send
- Service Class Provider (SCP) for receive
- DICOM 3.0 Query/Retrieve Service Class
- DICOM 3.0 MOD Media Service Class
- DICOM 3.0 Storage Commitment Class Push
- DICOM 3.0 Modality Worklist (incl:Performed Procedure Step through ConnectPro option)
- DICOM 3.0 Print

InSite Broadband included: All hardware and software required to connect this CT system to GE's InSite On-Line Center via secure VPN high-speed internet connection. Enables customer to access services designed to: reduce downtime, improve quality, enhance performance, increase productivity, and expand imaging capabilities, and increased privacy and security of data transmissions.

128i provides 128, 0.625mm images, per axial rotation allowing increased image-space sampling and enables improved visibility of small objects.

Enter the world of HD CT with the world's first High Definition CT scanner, the GE Discovery CT750 HD.

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change.

Regulatory Compliance: 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

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		according to the requirements of the Center for Devices and Radiological Health. Siting Considerations: See the Pre-Installation manual for details of the siting requirements for GE Discovery CT750 HD. This product is a CT-compliant device, which satifies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-601.
2	1	English Keyboard (Black) for CT systems and system labels
3	1	Standard length cable set for CT750 HD
4	1	The CT system 2000 table enables volume scanning. Key features of the VT 2000 table include: 500 lb weight capacity, 2000 mm scannable range, 175 mm/sec travel time, real-time position control to support advanced application such as SnapShot Pulse, VolumeShuttle, and Volume Helical Shuttle.
5	1	Volume Helical Shuttle is a continuous scan technique that is a bi-direction scan mode, offering 312.5m (equivalent to 500 x 0.625mm slices of volume) of high-resolution volume coverage for a 4D organ and vascular assessment. In addition, Volume Helical Shuttle allows you to perform perfusion studies for the head and body (coverage up to 120mm for head and up to 140mm for body). Volume Helical Shuttle is licensed for use with a GE X-ray tube. Use of a third party x-ray tube will require the purchase of an additional license for this feature.
6	1	Gemstone Spectral Imaging is an innovative dual energy scan mode that uses two nearly simultaneous scans at two different energy levels to generate material characterization information. The LightSpeed CT750 HD Performix HD tube and HD generator are capable of switching energy at very high speeds. By acquiring this multiple energy scan data, patient data with different attenuation values corresponding to the energy levels is generated. These scan data are utilized to help identify material-specific defferences in attenuation in terms of Water & Iodine, Water & Calcium, and Iodine & Calcium basis-pair images, allowing mono-chromatic image representations via the Gemstone Spectral Imaging viewer. Gemstone Spectral Imaging option enables the LightSpeed CT750 HD system to switch the kV from high to low at a very fast switching rate of up to 4.8kHz and utilizes the fast response of the GE Gemstone Detector to capture the spectral imaging data sets that are registered to within micro-seconds. This fast switching reduces the registration artifacts generated by some dual energy methods. Gemstone Spectral Imaging has the following image quality benefits and capabilities: o registers energies

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		more than 165 times faster than a dual source CT system at 0.35 second rotation speed. o generates derived images over a 50cm SFOV for the seperation of materials such as calcium, iodine and water. o provides derived monochromatic spectral images at 101 user selectable energy levels for image contrast optimization. o reduces beam hardening artifacts due to bone, metal, and other high contrast material (example: iodine) up to 50% o can detect iodine concentrations as low as 0.5% in density The LightSpeed CT750 HD system with Gemstone Spectral Imaging can acquire CT images using kV levels of the same anatomical region of a patient in a single rotation from a single source. The differences in the energy dependence of the attenuation coefficient of the different materials provide information about the chemical composition of body materials. This approach enables images to be generated at energies selected from the available spectrum to visualize and analyze information about anatomical and pathological structures.
7	1	CT Main Disconnect Panel - 125 Amp with Auto Restart FEATURES/BENEFITS • 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 • 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

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Item No.	Qty	Description	
		• Surface or semi-flush mounting • Partial system UPS sold separately (E4502F) COMPATIBILITY • CT LS Pro 16, LS Pro 32, RT Systems, LS VCT, CT 750HD, Discovery 690 VCT NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE	
8	1	Slicker - CT HD750 and VCT w/GT 1700 Table (2 Piece Set) FEATURES/BENEFITS • Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover • Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids • Increase system uptime by protecting table from spills and particulate contaminants • Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas COMPATIBILITY • VCT with GT 1700 Table, CT HD750	
9	1	Footswitch Slicker for CT HD750 and VCT Systems The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H	
		Discounted Configuration Price	$1,273,589.60

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Item No.	Qty	Description
10	2	Advantage Windows Workstation Upgrades Upgrade from XW8400 or Higher Hardware to Z800 with VolumeShare5. Also includes Two Flat Panel Monitors and 6GB of RAM. AW VolumeShare 5 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance. AW VolumeShare 5 features include: Hardware: • HP Z800 Workstation with Intel x5550 Quad Core Xeon 2.66 GHz CPU with 8MB Shared L2 Cache / 1333 MHz Dual FSB • 6GB DDR-3 1333 ECC DIMM • 300GB SAD 15,000rpm Hard Disk for OS and Apps. • 600GB SAS 15,000rpm Hard Disks for Image Data • 2 x 19" NEC monitors Software: • Fast access to information you need through optional RIS integration & priors post-fetch • Efficient workflow through dynamic load, end review and Key Image Notes features • Optional productivity package to pre-process exams and allow up to 8 simultaneous sessions • Applications usage monitor to track usage of your system • Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts • Enhanced multi-modality contouring tool with support for PET SUV's • Support for external DICOM USB media and preference management tool to exchange preferences across users • Support for optional, broad suite of multi-modality advanced applications NOTE: The AW Workstation that is to be Upgraded with this purchase becomes the Property of GE Healthcare. Upon Installation of the New AW Workstation, the current AW Unit must be De-Installed and Returned to GE Healthcare. Note: A Signed Trade-in Addendum Required at Order Entry.

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Item No.	Qty	Description
11	2	AW Floating Licenses Software Package for AW VolumeShare 5. AW Floating Licenses Software Package includes all pre-requisite software required for floating licenses to function on an AW and also the server software that goes on the license server hardware provided by the customer (Note: Not Applicable with AW Server purchase). The package does not include license keys for any software. The keys will be part of individual catalog numbers such as Floating License Manager, Concurrency Enabler, etc. Included with this order is the AW Floating Licenses Software Package.
12	2	AW 4.6 24GB RAM Capacity
13	2	AW VolumeShare 5 Software Upgrade
14	2	AW Remote Access UPG.APPS
15	1	CardIQ Xpress 2.0 Reveal-Convert Node Locked to Single Floating License
16	1	GSI Viewer Single Floating License GSI Viewer Single Floating License provides one concurent user license for GSI Viewer application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of GSI Viewer Floating License or conversion of an existing node locked license to Floating License. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the GSI Viewer Single Floating License.
17	1	CT Perfusion 4D Neuro convert from Node Locked to Single Floating License
18	1	Convert Smartscore 4.0 to Single Floating License. Smartscore 4.0 Conversion from Node Locked to Smartscore 4.0 Single Floating License. Conversion from Node Locked to Single Floating License converts an existing node locked license owned by the customer to Single Floating License. This conversion will entitle you to additional single floating license purchases for this application. Requires proof of ownership by providing host ID of the AW which has the node locked license

Item No.	Qty	Description
		installed. Upon conversion, existing mode locked license will be removed from the AW. Included with this order is the Conversion of Smartscore 4.0 Node Locked to Single Floating License. For AW VolumeShare2 or higher
19	2	VesselIQ Xpress/AutoBone Xpress Conversion from Node Locked to VesselIQ Xpress and AutoBone Xpress Single Floating License. Conversion from Node Locked to Single Floating License converts an existing node locked license owned by the customer to Single Floating License. This conversion will entitle you to additional single floating license purchases for this application. Requires proof of ownership by providing host ID of the AW which has the node locked license installed. Upon conversion, existing mode locked license will be removed from the AW. Included with this order is the Conversion of Node Locked to Single Floating License. Pre-requisite is AW VolumeShare2 or higher
20	1	CardIQ Xpress 2.0 Reveal - Upgrade from previous release or lower tier
21	2	Upgrade AutoBone and Advanced Vessel Analysis to VesselIQ Xpress and AutoBone Xpress for AW VolumeShare 5. CT VesselIQ Xpress & AutoBone Xpress Software is for AW VolumeShare5. VesselIQ Xpress provides an optimized non-invasive application to analyze vascular anatomy and pathology and aid in determining treatment plans from a set of CTA images. This software supports the physician in: • Assessment of aneurysms with or without thrombus (false lumen) for size and volume measurements with the capability to track the size and volume over time, stenosis analysis, pre/post stent and surgical planning and directional vessel tortuosity visualization. • Automatic tools for the segmentation of bony structures in the brain and neck and other vascular areas for accurate identification of the vessels, single or double click vessel analysis. • Sizing the vessel, analyzing calcified and non-calcified plaque to determine the densities of plaque within a vessel, measure areas of abnormalities within a vessel (like stenosis, plaque, thrombus, dissection or leakage). • Semi-automated detection and segmentation of thrombus for subsequent measurements within the application. • Dedicated anatomy based protocols for improved workflow. • Compare a patient's previous exam to their current exam in order to measure

Item No.	Qty	Description
		and track any changes over time of their vascular structures. • After review of the exams, there are multiple ways to film, archive and capture information for future review. System Requirements: • AW VolumeShare5 Note: All software are Non-Transferable to other hardware and are Non-Returnable.
22	1	CT Perfusion 4D Neuro Upgrade Package is an image analysis software package that allows the evaluation of dynamic CT data following an injection of a compact bolus of contrast material, generating information with regards to changes in image intensity over time. The software provides a quick and reliable assessment of the type and extent of cerebral perfusion disturbances by providing qualitative and quantitative information on various perfusion related parameters, which may be related to acute stroke, brain tumor angiogenesis and treatment thereof. The key perfusion parameters that CT Perfusion 4D Neuro Package generates are: • Regional Blood Volume (BV; ml/100g) • Regional Blood Flow (BF; ml/min/100g) • Regional Mean Transit Time (rMTT;s) • Capillary Permeability Surface Area Product (PS) • Time of Arrival (IRF T0) • Transit Time to IRF Peak (Tmax;sec) The user now has the ability to visualize all the information in true volumetric form. Additional elements of Perfusion 4D include Smart Map, a new algorithm that improves the image quality of the functional maps in the presence of noise. Perfusion 4D also includes a new streamlined workflow for Tissue Classification. Tissue Classification may aid the clinician in determining the status of the tissue based on blood volume and one of blood flow, mean transit time, or Tmax. Productivity is enhanced through the protocol driven design of the user interface. An example of this is the Brain Stroke Protocol (Automatic) that completes the processing with one touch reducing the time required to process the exam and to enhance repeatability. This upgrade package requires the PRIOR INSTALLATION of Perfusion 4. Perfusion 4D is compatible with AW VolumeShare5 or Advantage Workstations Server.
23	1	Oncology CT/PET/MR Fusion Upgrade to CT/PET/MR Integrated Registration. Includes Volume Viewer 5.0.

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Item No.	Qty	Description	
24	1	SmartScore 3.5 to 4.0 Upgrade SmartScore 3.5 to SmartScore 4.0 is for the Advantage Windows Workstation. New features include: Mass Score, automatic highlighting of the calcium, new mouse modes and improvements to patient report. Pre-requisite: Must have previous version of SmartScore and supply AW Host ID with order. for VolumeShare2	
25	1	CardEP Software License Transfer CardEP Software Transfer for Workstation User Upgrading to AW VolumeShare5. Host ID of existing AW system must be provided when ordering this software transfer.	
26	1	PET VCAR Conversion from Node Locked to PET VCAR Single Floating License. PET VCAR Conversion from Node Locked to PET VCAR Single Floating License converts an existing PET VCAR node locked license owned by the customer to PET VCAR Single Floating License. This conversion will entitle you to additional single floating license purchases for this application. Requires proof of ownership by providing host ID of the AW which has the node locked license installed. Upon conversion, existing mode locked license will be removed from the AW. Included with this order is the Conversion of PET VCAR Node Locked to Single Floating License.	
27	1	PET VCAR Software License Transfer	
28	1	FuncTool Performance Software License Transfer. FuncTool Performance arms you with multiple algorithms to perform advanced post-processing of MR images - and to display the results in a range of formats, from time-intensity curves to parametric color overlays to metabolite-ratio maps. This Catalog Transfers an Existing FuncTool Performance License to an Upgraded AW Workstation - Customer Must Own an Existing License.	
		Discounted Configuration Price	$97,129.70

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Item No.	Qty	Description	
29	1	Applications Training 6 Day CT TiP Onsite System Training CT Onsite Training for a new CT system • One 4 day onsite visit to coincide with system start-up. • One 2 day onsite follow-up visit 6-8 weeks post system start up. During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures. The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule. This training program must be scheduled and completed within 12 months after the date of product delivery. Discounted Configuration Price	$10,400.00

QUOTATION

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Item No.	Qty	Description	
30	2	Masters Series Courses This catalog number is for a 2-day physician or 3-day technologist course. The CT Masters Series includes a variety of courses designed to maximize physicians' and technologists' use of GE's CT advanced applications software packages and enhance their understanding of CT multi-slice technology in clinical practice. These courses are taught by leading physicians at clinical sites throughout the United States. Course description, agendas and registration information are listed on the GE Healthcare website at: www.gehealthcare.com/gectmasters Courses are schedule at various times throughout the year and are subject to change. Price includes tuition only and is non-discountable. Travel and Living are Not included. This training program must be scheduled and completed within 12 months after the order install date. Unused training after the expriation date is non-refundable. Discounted Configuration Price	$7,200.00

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Item No.	Qty	Description
31	1	Biomed Training The LightSpeed Pro Advanced course is intended for engineers servicing LightSpeed Pro 16, LightSpeed RT, and forward production LightSpeed 16/Ultra/Plus (starting in 2004) systems. This course must be taken within 2 years from the purchase date.
32	1	CT LightSpeed VCT Upgrade Service Training Class The LightSpeed VCT package is intended for customers who have a LightSpeed VCT (32 or 64 slice) and are already trained on LightSpeed Pro. The Class/Lab course provides the instructional and hands-on opportunities for the student to acquire the fundamental competencies to effectively and safely service a LightSpeed VCT scanner. This course must be taken within 2 years from the purchase date.
33	1	CT LightSpeed VCT HD Upgrade Service(Class/Lab) This course will teach the engineer how to service the new High Definition CT scanner. The HD system builds off of the VCT technology and footprint. New Service features include: a bleeder-less kV check, streamlined tube alignment process, and a System Health Monitor. This course must be taken within 2 years from the purchase date.
34	20	Meals and Lodging Expense has been developed to allow the customer the convenience of prepaying for their meals and lodging expenses when attending Technical Service Training at the GE Healthcare Institute located in Waukesha, WI. The price of this convenience is based on a per day basis. Thus a quantity of 1 is equal to 1 day's meals and lodging expense. When purchasing the meals and lodging expense please be mindful of weekend days during the training stay and include 2 days to cover a weekend in the purchase quantity. Examples: A 5-day course needs a quantity of 5. Any course longer than 5 days should include 2 days to account for the weekend stay. Any course longer than 10 days will require an additional 4 days of the meals and lodging expense to cover the 2 weekends of the stay. Thus a 15-day course would have a quantity of 19 days to cover the 2 weekends of the stay. This expense must be used within 2 years from the purchase date. Three meals a day Monday thru Thursday, 2 meals on Friday, pluse breaks are provided in the onsite cafeteria. The GE Healthcare Institute cafeteria closes Friday after lunch and reopens Monday morning for breakfast. Weekend meals are the responsibility of the customer. Only for In-resident courses to be taken at the GE Healthcare Institute.

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Item No.	Qty	Description
35	2	The AIRFARE EXPENSE has been developed to allow the customer the convenience to prepay their roundtrip Airfare expenses when attending Technical Service Training at the GE Healthcare Institute located in Waukesha, WI. To be used for engineers attending In-Resident Class/Lab courses for Diagnostic Imaging. Customer will make their Airfare arrangements thru the GE Travel Center. Specific directions will be provided to the customer upon confirmation of class. Please note that this expense must be used within 2 years of the purchase date
36	2	Lodging Weekend Expense Weekend Lodging Expense is to cover Saturday and Sunday lodging expenses for those engineers who are staying at the Rivers Edge Condos while attending Diagnostic Imaging Biomed training at the Healthcare Institute. Please note that there are no meals included on the weekend. Must be used within 2 years from the purchase date.
37	1	CT Basic Physics/Instrumentation (Web) The CT Fundamentals Course is Designed for Service Engineers who have Little or No Familiarity with CT Systems. The Course Teaches General Processes, Concepts, and Equipment Used in CT Scanning. This Course is Delivered Via the interent as an online training course. This course must be taken within 2 years from the purchase date.
38	1	CT Lightspeed Pro Advanced Service (Web) Web course is 8 hours long Sales Description: Introduction to CT LightSpeed Pro system theory and subsystems Executive Summary: This is a computer-based training course intended to prepare Service Engineers on basic system theory for the LightSpeed Pro product line. Course Competencies: The curriculum builds on concepts taught in CT Basic Physics and is a prerequisite for the CT LightSpeed Pro and Discovery ST in-resident training classes at the GE Healthcare Institute. Special Considerations: A functioning laptop computer with a CD-ROM reader, network card and a modem card is required for use during this course. The browser on the computer must be IE4 or Netscape 4.5 or higher. Minimum system requirements include 133 MHz Windows

Item No.	Qty	Description
		95, NY 4.0 or higher 32 MB of RAM 16-bit color display adapter. Proof of completion of this eLearning course is necessary prior to attending any subsequent GE Healthcare In-Resident training. This course contains proprietary content. For customers attending this course, special paperwork is required to take this course. Please see the registration page for details on the enrollment process. This course must be taken within 2 years from the purchase date.
39	1	CT GLOBAL OPERATORS CONSOLE 3,4,& 5 The Global Operators Console can be referred to as the Xtreme console as well. This is the current operator console for the CT LightSpeed and PET Discovery ST systems. This course must be taken within 2 years from the purchase date.
40	1	CT LightSpeed Global Operators Console 6 This course will prepare the GE Field Engineer and In House engineers for servicing the new Global Operators Console 6 (GOC6). This course must be taken within 2 years from the purchase date.
41	1	Troubleshooting Basics Service (Web) This Course is Intended for Individuals Involved in Servicing Medical Equipment. By Taking This Course, You will Learn a Proven Process for Troubleshooting Problems with Medical Equipment. You will Also Learn How to Use Various Tools in a Troubleshooting Situation and How to Interpret Error Messages. This Course Does Not Address How to Troubleshoot Specific Products. It is Recommended That you Have Fundamental Training in a Modality Prior to Taking This Course. This course must be taken within 2 years from the purchase date.
42	1	Networking and Dicom Basic for DI Service (Web) Training will prepare engineers on configuring and troubleshooting networks, which use the DICOM protocol for transferring patient data and how to read and use DICOM Conformance Statements. This course covers the following: • Introduction to 7 layer OSI and 5 layer TCP/IP protocols (Basic model only) • Identify hardware used in networking • Review of the most used networking devices, cables, NIC, switch and routers • Simple network connection with 2 to 5 devices • Dicom definitions, theory and configuration This course must be taken within 2 years from the purchase date.

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QUOTATION

Quotation Number: P2-C131521 V 11

Item No.	Qty	Description	
		Discounted Configuration Price	$68,230.00

Quote Summary:

Total Quote Net Selling Price **$1,456,549.30**

(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 Cryogens. The price of MR systems includes all cryogens 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 cryogens, 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

General Electric Company, GE Healthcare Division
3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

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.

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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:

% < Uptime Commitment	Extension
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

GE Healthcare Additional Terms and Conditions: Healthcare IT

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.

GE Healthcare

Warranty Statement (United States)

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, (iv) field support/service is available for an additional charge and (v) 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 - (# of Mos. After Warranty Commencement /60) x 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**

GE Healthcare

Warranty Codes For Accessories And Supplies

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.*

GE Healthcare

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

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:

$$1 - \frac{\text{Number of months between date of warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice or Amp-Second Amount}} \times 100$$

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.