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 1, 2012

Greg Bass, Director
CHS Management Company
P.O. Box 32861
Charlotte, NC 28232

Exempt from Review - Replacement Equipment

Facility:	Carolinas Medical Center (CMC)
Project Description:	Replace cardiac catheterization lab equipment in cardiac catheterization lab # 5 on the campus of Carolinas Medical Center
County:	Mecklenburg
FID #:	944734

Dear Mr. Bass:

In response to your letter of October 26, 2012 and December 29, 2011 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) IC Innova 2100IQ Plus Single Plane cardiac catheterization equipment to replace the existing Phillips Allura FD/G2 cardiac catheterization equipment. The serial number for the existing cardiac catheterization equipment was not provided. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided. 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,

Fatimah Wilson

Fatimah Wilson, Project Analyst

Craig R. Smith

Craig R. Smith, Chief
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR
Construction Section, DHSR

Carolinas HealthCare System

October 26, 2012

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

RE: Replacement of Cardiac Catheterization Lab Equipment in Cardiac Catheterization Lab Number Five on the campus of Carolinas Medical Center

Dear Ms. Wilson:

On December 29, 2011 Carolinas Medical Center (CMC) sent an exemption letter for a project to replace an existing unit of fixed cardiac catheterization equipment located in cardiac catheterization room number five with new, technologically comparable equipment. You requested clarification to determine if the vendor quote included shipping, installation of new equipment, de-installation of old equipment, training and taxes. The equipment quote provided in Attachment C of my letter included the cost of shipping, installation, de-installation and training. The project cost does not include sales or property taxes as CMC is a hospital 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

Greg S. Bass, Director
CHS Management Company

Patrick

Carolinas HealthCare System

James E.S. Hynes
Chairman

Michael C. Tarwater, FACHE
Chief Executive Officer

Joseph G. Piemont
President & COO

December 29, 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 Cardiac Catheterization Lab Equipment in Cardiac Catheterization Lab Number 7 on the campus of Carolinas Medical Center

Dear Mr. Smith:

Carolinas Medical Center (CMC) is planning to replace an existing unit of fixed cardiac catheterization equipment with new, technologically comparable equipment. CMC intends to purchase a General Electric (GE) IC Innova 2121IQ Biplane unit to replace a nine-year-old Phillips Allura FD9 Biplane unit of fixed cardiac catheterization equipment currently located in cardiac catheterization room number seven. The existing equipment is near the end of its useful life and is at risk for service interruptions due to downtime.

The IC Innova 2121IQ Biplane unit 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 670 procedures have been performed in 2011.

The purchase price of the new cardiac catheterization equipment is $1,427,959 as shown in the quote from General Electric provided in Attachment C. The equipment quote includes an addendum that documents the equipment 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 cardiac catheterization equipment is $1,891,959. The total capital cost schedule and certified cost estimate of the renovation required to install the new equipment are provided in Attachment D.

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 – Cardiac Cath Lab #7 Replacement

Attachment A - EQUIPMENT COMPARISON

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Fixed cardiac catheterization	Fixed cardiac catheterization
Manufacturer of Equipment	Philips	GE
Model Number	Allura FD9 Biplane	IC Innova 2121IQ Biplane
Serial Number		N/A
Provider's Method of Identifying Equipment	Site # 102937	Site
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition of Each Component	12/2/2002	Winter 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.)		$1,891,959
Total Cost of Equipment		$1,427,959
Fair Market Value of Equipment		$1,427,959
Net Purchase Price of Equipment		$1,427,959
Locations Where Operated	Carolinas Medical Center Cath Lab Dept.	Carolinas Medical Center Cath Lab Dept.
Number Days in Use/To Be Used in N.C. per Year	M-F 5 days/week	M-F 5 days/week
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	Physiological and angiographic studies using image intensifier fluoroscopy and digital imaging for: EP studies and Radio Frequency Ablations (RFA), Cardiac angiography, angiographic examination of congenital heart defects, venograms, angioplasty, and implantation of implantation devices such as Internal- Cardiac Defibrillators (ICDs), pacemakers, and loop recorder.	
Type of Procedures New Equipment is Capable of Performing		Physiological and angiographic studies using image intensifier fluoroscopy and digital imaging for: EP studies and Radio Frequency Ablations (RFA), Cardiac angiography, angiographic examination of congenital heart defects, venograms, angioplasty, and implantation of implantation devices such as Internal- Cardiac Defibrillators (ICDs), pacemakers, and loop recorder.

Attachment B

Equipment Use Documentation

Carolinas Medical Center

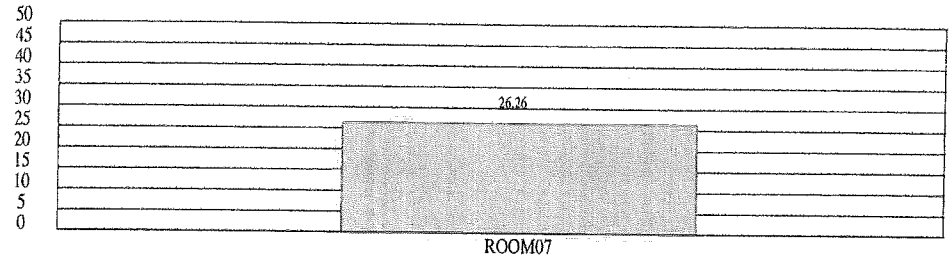
Room Utilization Report

{AND} ROOM ROOM07 01-01-2011 to 12-28-2011

Total Records: 670

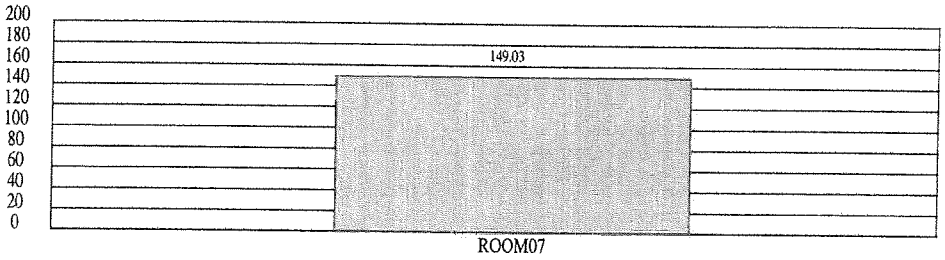
Average Setup Time

(in minutes, data set=663 - Ave: 26.3)



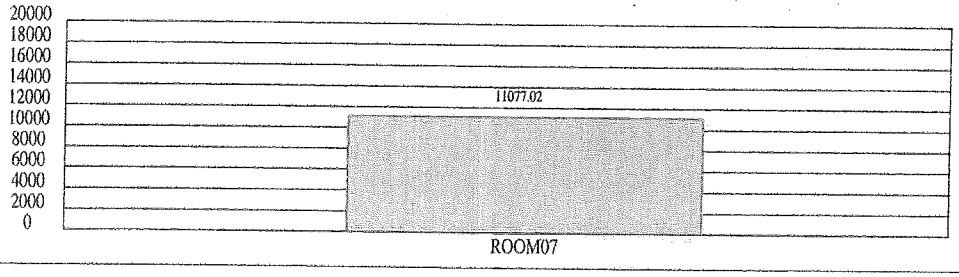
Average Room Time

(in minutes, data set=662 - Ave: 149.0 min)



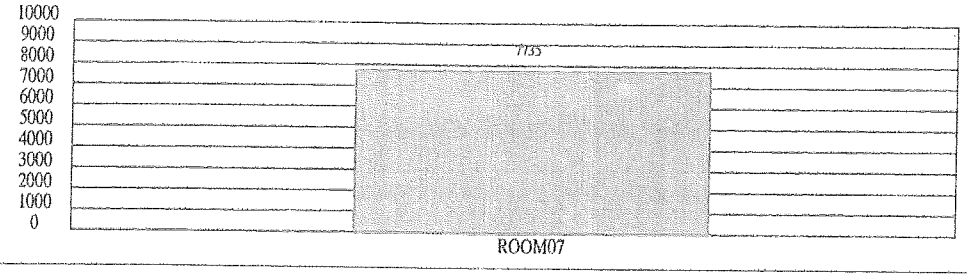
Fluoro Time

(total in minutes, data set=562 - Ave:11077.0 min/, 19.7 min/patient)



Contrast Used

(total in cc, data set=193 - Ave:7735.0 cc, 40.1 cc/patient)



Attachment C

Equipment Vendor Quote

GE Healthcare

QUOTATION

Quotation Number: P9-C114603 V 6

Carolinas Med Center
1000 Blythe Blvd
Charlotte NC 28203-5812

Attn: Kevin Collier
Technical Operations Manager
1000 Blythe Blvd
Charlotte NC 28203-

Date: 12-29-2011

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

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

2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

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

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

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

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 12-31-2011
- Billing Terms: 100% at ship complete
- 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: General Electric Company, GE Healthcare, 9900 Innovation Dr, RP2124, Wauwatosa, WI 53226.
Fax to (414) 721-4181.

GE HEALTHCARE _____
Erik Kash Date
Interventional Account Specialist

CUSTOMER

_____
Authorized Customer Date

_____
Print Name and Title

_____
PO #

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: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
	1		**IC Innova 2121IQ Biplane System**
1	1	S18821AP	Innova 2121IQ Cardiovascular Biplane System
			Innova 2121IQ Cardiovascular Biplane System for 60-Hz Countries
			The Innova 2121IQ is an angulating Biplane X-ray system designed for bi-directional x-ray imaging utilizing fluorosocopy, high rate cine, and optional DSA imaging. It provides a full range of clinical angulations and options for cardiovascular and electrophysiology studies.
			Biplane Innova Positioner • Patented 3-axis Isocentric Design - Unique Floor Mounted L-arm and Offset C-arm Frontal Positioner - Ceiling mounted lateral C-arm
			Innova Digital Flat Panel Biplane Image Chain • Dual 20.5 by 20.5 cm Digital Flat Panel • 20.5 cm (9"), 17 cm (7"), 15 cm (6"), and 12 cm (5") FOV
			Biplane Innova 100 Kw Generator System • Dual 100 Kw X-ray generation systems • Automated dose and image quality control with AutoEx multiparameter technique optimization • Provides grid pulsed variable frame rate fluoroscopy: - Single plane mode - 7.5, 15, and 30 fps - Biplane mode - 7.5, 15, and 25 fps • High Frame rate cine: - Single plane mode - 15 and 30 fps - Biplane mode - 15 and 25 fps • Optional DSA at .5 to 7.5 fps in single plane mode, .5 to 3.75 fps in biplane mode • Automatic pulse width optimizaton • Automatic Beam Filtration insertion • Automatic Dose reporting system • Biplane Performix 160A X-ray Tubes - Trifocus focal spots -.3 mm, .6 mm and .9 mm Focal Spots • 3.7 MHU Heat Unit Anode Capacity
			Innova Biplane Collimator System

Item No.	Qty	Catalog No.	Description

- Automatically insertable Spectral Filters
  - .1 mm, .2 mm, .3 mm, .6 mm, .9 mm Filter
- Biplane Contour Filters controlled from the tableside TSSC control

LP Off Isocenter Lateral Plane Positioning +/- 20cm from the Isocenter Point

Innova DL Digital Imaging System

- Optional DSA capability available
- 136,000 1024 by 1024 matrix images stored
- In-room control and review
- Integrated menu control

Innova IQ User Interface

- Single Monitor System Menu Control
  - English keyboard and mouse
- Biplane Table side System control (TSSC)
- Innova Central Biplane Touchscreen User Interface
  - Controls acquisition and a variety of processing protocols at tableside
  - Control of Optional MacLab management and monitoring system at tableside
- Virtual Collimation provided with display of Collimator position on Fluoro Last Image Hold

Control Room Live Fluoro Display

- 2 LCD Flat Panel Live Fluoro Monitors
  - One frontal, one lateral live display

Innova Interface and DICOM Administration

- 10/100 Eternet Interface included
- Includes DICOM Worklist Functionality
- Includes DICOM Storage Committ function
- Includes Exam Data Export

Innova Biplane Standard Accessories

- Clear Vu Arm Supports
- Single Flat Armboard with replacement pad
- IV Pole

The Innova 2121IQ Biplane System includes a one year warranty on the full system

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			and a full three year non-prorated warranty on the Performix 160 X-ray Tubes.
2	1	S18061CB	Omega IV Compact Table with Slicker Cover (Non Motorized) Omega IV Compact Table with Slicker Cover The Omega IV Compact Table is a manually operated cardiac table that allows easy patient positioning. • The Omega IV Table can support a maximum patient weight of 204 kg (450 lbs) for the tabletop, 40 kg (88 lbs) of accessories supported on each of two side rails, and 20 kg (44 lbs) of accessories on the (optional) table end rails. • Mechanical float for complete flexibility in patient positioning • 118 inches long; 18 inches wide in patient trunk area; 43.5 inches longitudinal travel • Variable height from 30.5 inches to 42.5 inches above floor • Carbon fiber tabletop provides maximum rigidity with low absorption and scatter • +/- 180 degrees rotation allows fingertip to fingertip imaging without moving the patient on the table top and provides easy patient access for transfer or emergency situations • 450 pound patient weight rating with table top fully extended • Includes Slicker Cover
3	1	S18811CA	Biplane Footswitch with Table Lock/Unlock, Small and Large Covers Biplane Footswitch with Table Lock/Unlock, Small and Large Covers Innova Biplane Footswitch with Table Lock/Unlock capability including both Large and Small Covers. Fluoro Pedal Footswitch Order (from left to right): Biplane, Lateral, Frontal.
4	1	S18751SA	In-room Browser with Send Angles In Room Browser Enables a thumbnail display of acquired sequences and photos on the in room monitor for interactive table-side selection and review. With a press of a button, transfer the angulation information from a review image to positioner for auto-positioning of the gantry.
5	1	S18751FS	FluoroStore with Fluoroloop FluroStore

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			Lets you store and play fluoroscopic loops with a push of a button. Enables looping display and storage of the last 450 fluoroscopic images (60 seconds to 15 seconds depending on frame rate). The images are marked with a separate icon to identify them distinctly during the review.
6	1	S18341TT	Table Panning Device with 5M Cable Table Panning Device with 5M Cable Table mounted vertical grip for fast and easy table lock release and panning of the Omega Cardiac and Angio tables.
7	2	S18811BB	Biplane Smart Box Tableside Control Primary Smart Box New Smart Box for Simplified and Intuitive Joystick Control of Positioner and Table • Anatomical and Mechanical Positioning • Independent or Simultaneous Movement of All Three Positioner Axes • Remote SID Control • Manual or Motor Assisted 4-way Table Panning • Ergonomic Design • Hermetically Sealed
8	1	S18461PA	Two Live and Two Reference 19 inch LCD In-room Monitor Package Four 19 Inch LCD Monitor Package All components required for four monitor in-lab viewing of high quality flicker free images. The kit includes: • Four 19 inch premium LCD monitors • 120Hz scan converter kit
9	1	S18391LG	6 LCD Monitor Suspension Six LCD Monitor Suspension with 36M Cable All Components Required for In-Room Support of Four 18 Inch LCD Monitors and two other monitors for Physiological Display and the repeater AW In-room Monitor • Six Monitor Boom Suspension • Articulating Arm Allows Rotation/Pivot for Optimal Clearance • Pre-Cabled for Four Monitors and the Digital System Remote Receiver • Pre-Cabled for ECG Display Monitor

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			• Accomodates AW In-room Display Option
10	1	S18461PG	One Live B&W LCD Frontal Control Room Monitor One Live B&W LCD Frontal Control Room Monitor • One optional repeater live monitor • Includes cables and connections
11	1	S18461PH	One Live B&W LCD Lateral Control Room Monitor One Live B&W LCD Lateral Control Room Monitor • One optional repeater live monitor • Includes cables and connections
12	1	S1876PF	Biplane Power Distribution Panel Innova Main Disconnect Panel - UPS Ready Innova Biplane Version This main disconnect panel provides emergency shut down, undervoltage protection, overcurrent protection, OSHA lockout tag provisions, and serves as a local disconnect for the GEHC Innova system. It reduces installation time and cost by providing a single-point power connection, eliminating the need to mount and wire a number of individual components, and its standardized design and testing assures high product quality and system reliability. It is UL and cUL listed for compliance with National Electric Code, and it can be either surface or semi-flush mounted. Customer is responsible for rigging and arranging for installation with a certified electrician.
13	1	S18751PX	20 KVA UPS for Biplane 20 KVA UPS for Site with Neutral GE Digital Energy 20 KVA UPS for Innova Biplane Systems
14	1	S18751LB	InnovaSense with Advanced Patient Positioning InnovaSense, Advanced Patient Positioning, Patient Contouring and Anti-Collision Package Patient contouring feature leverages advanced capactive sensor technology in real time to sense the distance of the patient from the detector. Ability to do so is critical in moving the detector rapidly near the patient, and also positioning it optimally close to the patient to reduce skin dose.
15	1	S18741TG	Innova 3D

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Item No.	Qty	Catalog No.	Description
			Innova 3D for Innova Vascular and Cardiac Systems This option includes the necessary hardware and software for the Innova 3D Option for acquiring and processing Innova Rotational Angiography and visualizing the results on the AW Workstation. The option also includes the capability of the acquiring 2D rotational spins (InnovaSpin). This option requires the Innova 3D calibration phantom kit and the Volume Viewer capability on the AW Workstation. It also includes the 3D Calibration Suitcase. The acquisition capability includes both the choice of InnovaSpin at 40 degrees per second with DRM applied and Innova 3D acquisition at 40 degrees per second with DRM turned off for reconstruction on the AW Workstation. The Acquisition in both cases spans approximately 200 degrees and takes approximately 5 seconds to complete. Acquisition fields of view are 20x20 cm, 16x16 cm, and 12x12 cm on the Innova IGS 520/620. Data is automatically transferred to the AW Workstation for reconstruction and review. The option includes the necessary software on the AW Workstation for reconstruction of the acquired data with appropriate artifact correction applied into slice data sets that can be reviewed utilizing the full capabilities of the Volume Viewer application of the AW Workstation. These capabilities include 3D visualization structure as well as cross sectional slice review. Innova 3D results can be archived utilizing the AW archival capabilities or exported to external storage systems for long term archival. Innova 3D can be used for Cardiac as well as Vascular 3D models.
16	1	S18751VL	Premium AW Package for EP AW Package for EP (CT) AW VolumeShare 5 with Two Flat Panel Monitors and 12GB of RAM. Also Includes Volume Viewer Innova and Synchro 3D. 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

Item No.	Qty	Catalog No.	Description

- 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
- Volume Viewer Innova which includes 2 click vessel tracking, trajectory planning, and EPXpressCT protocol
- Synchro3D
- CardEP software for Advantage Workstation VolumeShare2 or higher
  - CardEP is integrated post processing image analysis software dedicated for electrophysiology applications on GE's Advantage Workstation (Version VS2 or higher). The CardEP software option can be used to effectively display, reformat and analyze 2D or 3D Cardiac CT images for qualitative or quantitative assessment of cardiac chambers and veins.

The operator has a variety of different 2D, 3D or reformatted images to choose from to perform analysis and measurements. They include automatic 3D VR atrium views, one touch 3D VR heart, multi-phase image reformation, automatic tracking of either pulmonary veins or coronary sinus with cardiac veins, reformaton of cross sectional pulmonary vein images with the ability to orient images along short or long axis of the heart, one touch EP views, EP navigator views, phase registration protocols and batch movie capabilities. Along with these capabilities all protocols allow the user to load in multi-phase data for more accurate analysis.

One of the critical components for an effective cardiac CT application is a fully integrated post-processing analysis tool tailored to cardiac images. The CardEP option is designed to provide an easy-to-use and time-effective means for

Item No.	Qty	Catalog No.	Description
			electrophysiologists to improve workflow.
17	1	M81531VN	AW VolumeShare 5 Software Upgrade AW VolumeShare 5 Software Upgrade
18	1	M81521DB	Integrated Registration - Full Fusion Package Integrated Registration - Full Fusion Package Integrated Registration will be delivered on AW VolumShare 5. Integrated Registration is designed to provide easy comparison of three dimensional (3D) anatomical images from Computed Tomography (CT), MRI (Magnetic Resonance Imaging), PET (Positron Emission Tomography), Single Photon Emission Computed Tomography (SPECT) and X-Ray Angiography (XA)*. It allows registration and fusion between two volumetric acquisitions, which come from either the same or from different acquisition modalities. Integrated Registration is available on XW8600 and Z800. Current Fusion xw8600 users can easily upgrade to Integrated Registration through a software upgrade. Major features and enhancements are: • Ability to combine any two of the 5 modalities together. • Automatic propagation of registration across series acquired in the same patient exam (i.e. same frame of reference) and to any series from any loaded exam that have been manually grouped together. • Full compatibility of the 3 different registration methods: automatic, manual and landmark that can be combined together to provide an optimal result. • 2D, 3D and hybrid 2D/3D Fusion capabilities. • Access to Volume Viewer** functionalities including MPR, Slab and oblique reformations, triple oblique easy definition, Volume Rendering, 3D display, distance and ROI measurements. (The ROI measurement only work on the rigid registered images, not on the non rigid registered images), layout management, segmentations, film and save. • Ability to save registered data as new DICOM series or as Registered DICOM object (except from SPECT saving which is currently a limitation). • Ability to draw and save contours as RTSS DICOM objects. Summary of operation: • User loads DICOM 3 CT, MR, PET, SPECT and/or XA data into a Integrated Registration protocol. • Registration is performed based on reference and moving series selection.

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			• User reviews the quality of the registration with visualization tools and validates results. • Optional: user defines and saves the contours of structures of interest. • Registration results are saved. * For XA modality series, Integrated Registration currently supports only the 3D X Ray Angiography (i.e., 3D X-Ray Angiography images stored as CT Image Storage DICOM objects) images acquired with GE Innova equipment and reconstructed with the Innova3DXR application. ** Requires Volume Viewer 4 key.
19	1	E7009CA	Innova 2100/2121 Detector Drapes (20/box) Innova 2100 Detector Drapes (20/Box)
20	1	E6415J	X-Ray Table Clamp for Remote Panning Handle X-Ray Table Clamp for Remote Panning Handle FEATURES/BENEFITS • Designed for an Omega cardiac/vascular table • BIG AL clamp allows the operator to position the table remote panning handle at the end of the angio table on either the right or left side • The location of the handle can be customized to meet the needs of the individual operator • Option will support clinical studies such as TIP's procedures, or any procedure where the operator needs to position and operate the table from the patient's head and neck area SPECIFICATIONS • Metal clamp: 3" x 3" x 7" box weighing 6 lbs COMPATIBILITY • GE Omega cardiac/vascular tables
21	1	E8016AS	GE Angio Slicker for Omega IV Tables - 118 in. GE Angio/Cardiac Slicker for Omega IV Tables 118 in. FEATURES/BENEFITS • Increase system uptime by protecting table from spills • Recommended for sites concerned with blood and fluid borne disease • Durable PVC material resists contamination

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Item No.	Qty	Catalog No.	Description
			• Facilitates faster cleanups of blood and fluids • Prevents contaminate buildup in hard to clean areas • Easy to install, does not interfere with normal table operation SPECIFICATIONS • Weight: 6 lbs. • Durable PVC material • 118 in. length • Includes table cover and mounting Velcroy COMPATIBILITY • Omega IV systems, 118 in.
22	1	E8015JD	Omega IV Tempurpedic Table Pad (1 in. Thick), 118 in. L Omega IV TempurPedic Table Pad (1 in. Thick), 118 in. L GE has partnered with Tempurmedic to produce a 1 in. thick pad that improves patient comfort for long procedures. This mattress is designed for use in acute, sub-acute, and long-term care settings. It is a superior therapeutic adjunct that has been clinically demonstrated effective in supporting comprehensive plans of care in tended to prevent and treat pressure ulcers. Healthcare facilities that have converted to this mattress have reported: significant re duction in wound incidence rates, desirable wound healing rates, and better patient comfort. This rectangular mattress is recommended for use with the Omega IV table, has a neutral gray color and measures 118 in. L x 1 in. T...H
23	1	E7018JZ	Mavig 2.5m Track without Cable Spooler Mavig 2.5m Ceiling Track without Cable Spooler The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment. FEATURES AND BENEFITS • The unique structure profile ensures smooth running of the carriage • With little force, the installed system can be moved and positioned • The carriage glides smoothly, even after many years of routine use • Adjustable cross-struts simplifies the system installation
24	1	E3053CC	2.5m Cable Spooler (requires E3053CM) Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer's responsibility
25	1	E3053CM	Cable Holders and Stoppers for Ceiling Track Mavig Cable Holders and Stoppers for Ceiling Track (used with Cable Spoolers E3053CC, E3053LT)
26	1	E3053BC	Portegra2 360 Ceiling Column w/ Carriage - 58 cm Portegra2 360 Ceiling Column w/ Carriage 58 cm • Lower post allows 360 rotation • Upper fixed post is electric with 330 rotation • Each has a load capacity of 18 kg (40 lbs.)
27	1	E3053CH	Contour Shield 76 x 61 cm (with center connect) Contour Shield 76 x 61 cm (with center connect)
28	1	E3053LW	Mavig Mach3 DuoFocus Surgical Lamp w/ Mounting Arm Mavig Mach 3 DuoFocus Examination Lamp with Extension/Spring Arm The Mach 3 lamp is ideally suited as an accessory to a MAVIG radiation protection system to provide illumination for examination procedures. The electrically wired extension and spring arms permit installation of the lamp on the wired mounting post of the dual-fixture column. The lightweight lamp head and well positioned focusing handle offer the physician quick and accurate positioning and in-depth focusing. SPECIFICATIONS • Max Light Intensity: 110,000 lux • Focusable Light Field Size: 3-14 in. • Working Distance: 24-59 in. • Power Requirements: 110V, 50-60 Hz Includes the M3 Lamp, extension and spring arms, and transformer. Does not include column. Warranty Code: H
29	2	E3053J	Mavig Double Pivot Lower Body Protector

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			Mavig Double-Pivot Lower Body Protector, System Includes: Pivotal, flexible shield, 0.5 mm Lead Equiv., 65 cm x 90 cm, Easy-on Upper Protective Shield, 25 cm x 65 cm, and One Set of Wall Storage Hangers. Mavig Part #: UT6902-US; Sold per Each ..H Warranty Period-6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation, parts, application training and on-site service is the buyer's responsibility
30	2	E7058A	GE Anti-Fatigue Floor Mat GE Anti-Fatigue Floor Mat FEATURES/BENEFITS • Ingenious device for those who spend a lot of time on their feet on concrete or tile surfaces • Cradles feet in cushiony comfort, minimizing stress and fatigue • Sealed to prevent moisture absorption and facilitate cleanup - ideal for medical environments SPECIFICATIONS • Dimensions (L x W x D): 60" x 36" x 0.5" • Weight: Approx 22 lbs. • Blue/White Marble Color COMPATIBILITY • Cath Labs, Angiography, R&F rooms • Mammography • Ultrasound
31	1	W0100CV	Six Days Interventional X-ray Onsite System Training 6 Day Interventional Xray Onsite System Training Onsite Training for a new Cardiology, Radiology, or Vascular Innova X-ray System. Includes: • 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 X-ray technologists complete the session with a modified patient schedule. By the end of this visit, the core group

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
			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 technologists from the initial visit complete the session with a modified patient schedule.
32	1	W0004CV	Four Days Interventional X-ray Onsite Training 4 Days Interventional X-ray Onsite Training Four Days Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.
33	1	W0600CV	Two Days Onsite Training Advantage Workstation - Interventional X-ray Two Days Onsite Training Advantage Workstation Interventional X-ray One 2 day onsite visit for Advantage Workstation training. Includes T&L expenses. Days provided consecutively.
34	1	S18101SP	Installation Template Installation Template
35	1	S18101SF	Above Grade and Through Bolts Anchor Kit - Above Grade and Through Bolts, 25 mm
36	1	S18111SA	7 ft. 9 in. Inboard Monitor Bridge 7 ft. 9 in. Inboard Monitor Bridge
37	1	S18111SG	Short Sleeve F/3 Monitor Suspension Reinforcement for Short Bridge
38	1	S18121RD	In Board Rails, 228 inch/579 cm In Board Rails, 228 inches long, to be used with LCD Monitor Suspensions
39	1	S18811EA	Biplane Group 1 Cable, Maximum Length Biplane Group 1 Cable Maximum Length
40	1	S18811EK	Biplane Group 2 Cable, Maximum Length Biplane Group 2 Cable, Maximum Length

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description
41	1	S18811EE	Biplane Group 3 Cable, Standard Length
			Biplane Group 3 Cable Standard Length
42	1	S18811EF	Biplane Group 5 Cable, Standard Length
			Biplane Group 5 Cable Standard Length
43	1	S18751CD	MAC Lab Cable 70 inches
			MAC Lab Cable, 70 inches
44	1	S18101SM	Vascular Base Plate Assembly
			Vascular Base Plate Assembly
45	1	S18741ET	Innova Omega 5 Table Elevator
			Innova Omega 5 Table Elevator
46	1	S18101SX	Rails and Cable Drapes
			Rails and Cable Drapes
47	1	S18811FA	Monitor Suspension Spacer Kit (GEMSAM & Canada only)
			Monitor Suspension Spacer Kit
48	1	S18121TC	X-ray Digital Detector Coolant Kit
			X-ray Digital Detector Coolant Kit
49	1	S18121TF	Biplane Collector Package
			Biplane Collector Package
	1		**NonProducts**
50	1		Rigging for removal of system $2500

Quote Summary:

Zero Dollar Trade-in of Philips
BiPlane
Total Quote Net Selling Price **$1,427,958.90**

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

Quotation Number: P9-C114603 V 6

Item No.	Qty	Catalog No.	Description

Service Option invoicing will be separate from the equipment.

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 Healthcare IT Products Only:

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

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

GE Healthcare General Terms and Conditions

GE Healthcare

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

1. General Terms

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

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

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

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

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

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

2. Compliance

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

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

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

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

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

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

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

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

3. Disputes; Liability; and Indemnity

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

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

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

4. Payment and Finance

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

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

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

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

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

GE Healthcare Product Terms and Conditions

GE Healthcare

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

1. Commercial Logistics

1.1. Order Cancellation and Modification.

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

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

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

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

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

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

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

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

1.4.1. Customer-Supplied Items.

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

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

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

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

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

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

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

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

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

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

2. Software License

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

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

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

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

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

3. Payment and Finance

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

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

4. Product Specific Terms

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

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

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

GE Healthcare

GE Healthcare Additional Terms and Conditions: 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.*

Trade-in Addendum to GE Healthcare Quotation (Zero Trade-in Allowance)

THIS ADDENDUM, dated this 14th day of November, 2011, between GE Healthcare ("GEHC") and Carolinas Medical Center ("Customer"), is made a part of Quotation Number P9-C114603v6 between GE and Customer regarding the Innova 2121 Biplane EP lab ("Quotation").

The Quotation is modified to add the following provisions:

Trade-In:

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

Equipment Mfr.	Model and Description	Quantity	System ID/Serial Number
Philips		1	

B. If the above equipment is a mobile diagnostic imaging system contained in a mobile van or other motor vehicle that is included with this trade-in, Customer warrants and represents that it has properly registered, licensed and titled such van/motor vehicle with the appropriate state or local authorities, and Customer further agrees to deliver to GEHC upon execution of this Addendum any registration, license and title documents as GEHC may require to obtain registration, license and title in GEHC's own name and/or for re-sale to a third party.

C. GEHC will, at its expense, arrange for deinstallation and removal of the above equipment, provided that Customer will be responsible for any required rigging, construction or demolition expenses. Customer will provide GEHC or its contractor with timely and unrestricted access to remove the equipment during Customer's normal business hours on a mutually agreed schedule. Customer acknowledges that any failure to provide such access may delay the installation of the replacement equipment provided under the Quotation. Unless covered under the Quotation with respect to installation of the replacement equipment, Customer is responsible for any facility reconditioning after removal of the equipment.

D. Prior to deinstallation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the equipment is located and the equipment itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the deinstallation process (i.e., under equipment covers/below access flooring/in cable ducts, etc).

E. Customer is also responsible for the proper management and disposal of the following materials that may be located at Customer's site: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.

F. Until it is deinstalled and removed by GEHC or its contractor, Customer is responsible for risk of loss and damage to the equipment, the proper operation of the equipment and compliance with any laws relating to operation of the equipment. It is the responsibility of Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Act Privacy Rule) is removed from the Equipment before the Equipment is removed. Customer represents and warrants that it has removed all Protected Health Information from the Equipment. Customer further agrees to indemnify GEHC for any loss whatsoever resulting from any Protected Health Information that is not removed from the Equipment. The parties agree that GEHC shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the Equipment by Customer.

G. The equipment will be removed from the State of North Carolina.

H. If any of the conditions in this Quotation Addendum or obligations of Customer are not fulfilled, or if the equipment is missing any components, GEHC may at its option revoke acceptance of the equipment.

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

GE HEALTHCARE

Signature: _____

Title: _____

CAROLINAS MEDICAL CENTER

Signature: _____

Title: _____

Date: _____ Date: _____

Attachment D

Capital Cost Schedule and Certified Cost Letter

Attachment D
Proposed Capital Cost of Total Project

Project name: CMC Cath Lab #7 Replacement Equipment

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	$ 86,000			
Concrete/Masonary	$ 35,000			
Doors & Windows/Finishes	$ 23,000			
Thermal & Moisture Protection	$ -			
Equipment/Specialty Items	$ 9,000			
Mechanical/Electrical	$ 150,000			
Other (Specify)	$ -			
Sub-total Cost of Materials		$ 303,000		
(9) Cost of Labor		$ -		
(10) Other (Contingency)		$ 30,000		
(11) **Sub-Total Construction Contract**				**$ 333,000**
C. Miscellaneous Project Costs				
(12) Building Purchase		$ -		
(13) Fixed Equipment Purchase/Lease		$ 1,427,959		
(14) Movable Equipment Purchase/Lease		$ -		
(15) Furniture		$ -		
(16) Landscaping		$ -		
(17) Consultant Fees				
Architect and Engineering Fees	$ 41,000			
Legal Fees	$ -			
Market Analysis	$ -			
Other (Specify)	$ 10,000			
Sub-Total Consultant Fees		$ 51,000		
(18) Financing Costs (e.g., Bond, Loan, etc.)		$ -		
(19) Interest During Construction		$ -		
(20) Other (Contingency)		$ 80,000		
(21) **Sub-Total Miscellaneous**				**$ 1,558,959**
D. **Total Capital Cost of Project** (Sum A-C above)				**$ 1,891,959**

BBH DESIGN

P.O. Box 33308
Charlotte
North Carolina 28233

T 980 321 4400
F 980 321 4399
www.bbh-design.com

December 22, 2011

Mr. Robert M. Speakman
Facilities Management Group
Carolinas HealthCare System
PO Box 32861
Charlotte, North Carolina 28232-2861

Re: P1158.00 CMC Bi-Plane Angio 7 Renovation
CHS OSR No. 2505290
Construction Cost Certification

Dear Mr. Speakman,

As the architect of record for the above referenced project, BBH Design has reviewed our experience with projects of similar size and scope. Our firm certifies that to the best of our knowledge and experience, the construction cost for renovation and equipment replacement for Cath Lab 7 is $333,000.00.

Please contact my office with any questions.

Sincerely,
BBH Design, PA

Georgia Ellen Abernethy, AIA, LEED BD+C AP, IIDA
Market Lead

g

P:\P1158.00 CMC Cath Labs 5 & 7\00 Project Management\60 Approvals & Code\62 Regulatory Agencies\CON Letter of No Review Application\2505290 CMC Cath Lab 7 Letter of Construction Cost.docx