



North Carolina Department of Health and Human Services  
Division of Health Service Regulation

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Drexdal Pratt  
Division Director

January 13, 2014

Elizabeth Kirkman  
Assistant Vice-President  
CHS Management Company  
2709 Water Ridge Parkway, Suite 200  
Charlotte, North Carolina 28217

**Exempt from Review - Replacement Equipment**

Facility: CMC-Kannapolis  
Project Description: Replace CT scanner  
County: Cabarrus  
FID #: 070667

Dear Ms. Kirkman:

In response to your letter of December 20, 2013, 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 Optima CT540 CT scanner to replace the existing Philips MX 8000 IDT CT scanner, model #7200-0100, serial #3200. 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.

Moreover, you need to contact the Construction, Radiation Protection, and Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

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

Sincerely,

*Gloria C. Hale*

Gloria C. Hale  
Project Analyst

*Martha J. Frisone*

Martha J. Frisone, Interim Chief  
Certificate of Need Section

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

**Certificate of Need Section**

[www.ncdhhs.gov](http://www.ncdhhs.gov)

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer





# Carolinan HealthCare System

*Handwritten signature*

*Edward J. Brown III  
Chairman*

*Michael C. Tarwater, FACHE  
Chief Executive Officer*

*Joseph G. Piemont  
President & COO*

Received by  
the CON Section  
DEC 27 2013

December 20, 2013

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

RE: Replacement of CT Scanner licensed under The Charlotte Mecklenburg Hospital Authority  
d/b/a Carolinas Medical Center-NorthEast.

Dear Mr. Smith:

Carolinan Medical Center-NorthEast (CMC-NorthEast) is planning to replace one of its existing CT scanners located at Carolinas Medical Center-Kannapolis (CMC-Kannapolis) with new, technologically comparable equipment. CMC-NorthEast intends to purchase a General Electric (GE) Optima CT540 CT scanner to replace a 10 year-old Philips MX 8000 IDT CT scanner currently located at CMC-Kannapolis. The existing equipment is near the end of its useful life and is at risk for service interruptions due to downtime.

The GE Optima CT540 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 along with supporting documentation. The equipment is currently in use and documentation provided in Attachment B indicates 2,747 procedures were performed from January 2013 through November 2013 with an estimated 225 additional procedures to be performed in December 2013.

The total cost to acquire, install, and make operational the replacement equipment is \$731,731.30 which includes construction costs of \$50,000 and equipment costs of \$576,731.30 (\$458,346.30 for the CT scanner, \$47,500 for the injector, \$23,299 for the UPS kit, \$7,349 for the power disconnect panel, and \$40,237 for sales tax). Attachment C provides the quote from General Electric with equipment costs. Please see Attachment D (and the Trade-In Addendum to the Quote in Attachment C) for a letter documenting the equipment will be taken out of service and

removed from North Carolina. The total capital cost schedule and certified cost estimate of the renovation required to install the new equipment are provided in Attachment E.

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 704-446-8475.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth Kirkman".

Elizabeth Kirkman, Assistant Vice-President  
CHS Management Company

Attachments

## **Attachment A**

### **Comparison of Existing and Replacement Equipment**

**EQUIPMENT COMPARISON**

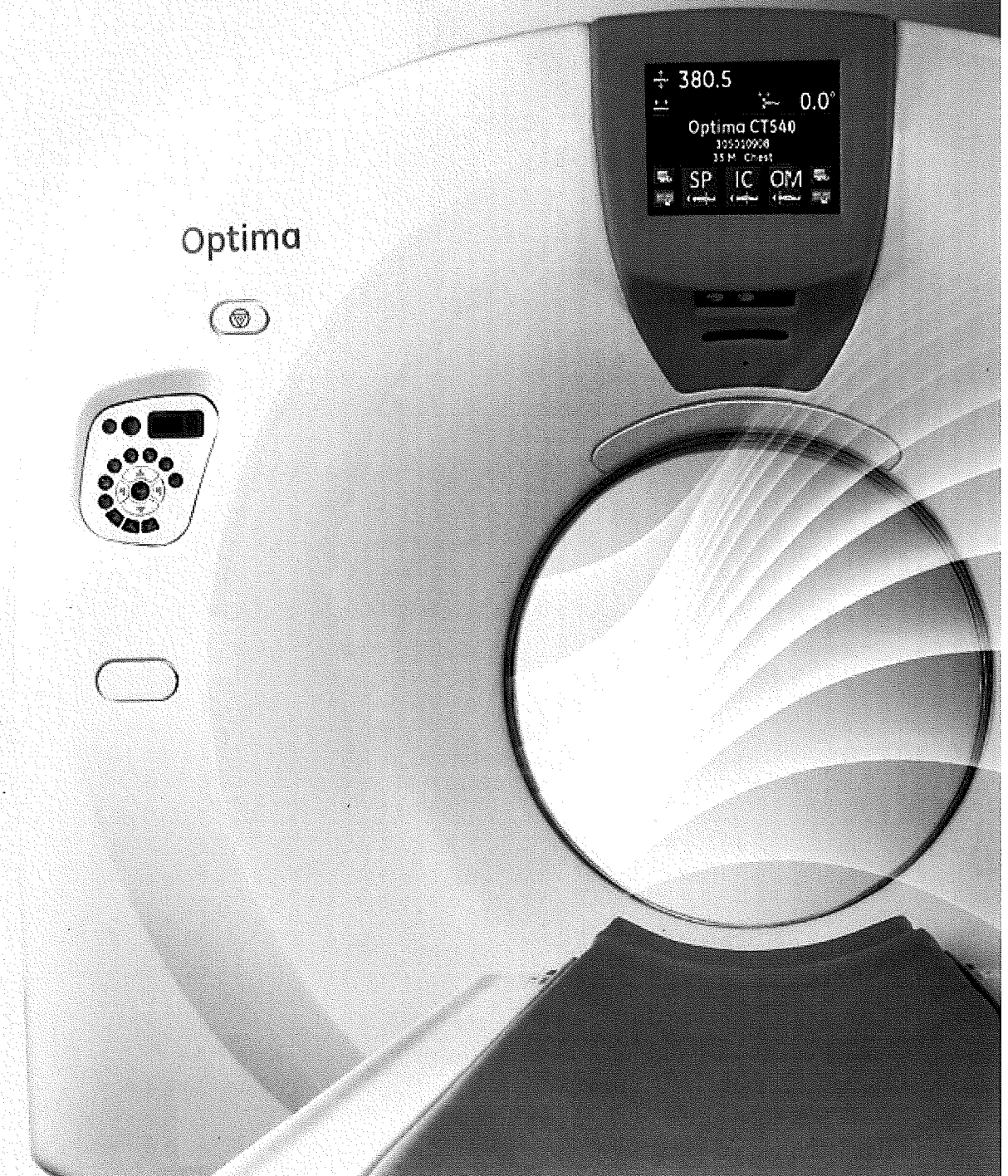
	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	MX 8000 IDT CT Scanner Gantry/Table/Monitor with computer console/Electronic cabinets	Optima CT540 CT Scanner Gantry/Table/Monitor with computer console/Electronic cabinets
Manufacturer of Equipment	Philips Healthcare	General Electric
Tesla Rating for MRIs	N/A	N/A
Model Number	7200-0100	CT540
Serial Number	3200	Not available until shipped
Provider's Method of Identifying Equipment	ID Plate on Gantry	ID Plate on Gantry
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	7/11/2003	TBD
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.) <Use Attached Form>	\$10,020,278*	\$731,731.30
Total Cost of Equipment	\$1,096,412	\$576,731.30
Fair Market Value of Equipment	\$25,000	\$576,731.30
Net Purchase Price of Equipment	\$1,096,412	\$576,731.30
Locations Where Operated	Copperfield Imaging relocated to Kannapolis ED on 01/16/12	Kannapolis ED
Number Days in Use/To Be Used in N.C. per Year	365	365
Percent of Change in Patient Charges (by procedure)	N/A	0
Percent of Change in Per Procedure Operating Expenses (by procedure)	N/A	0
Type of Procedures Currently Performed on Existing Equipment	CT Scans	CT Scans
Type of Procedures New Equipment is Capable of Performing	CT Scans	CT Scans

\*The MX8000 IDT CT Scanner was purchased and installed at Copperfield Imaging Center pursuant to CON Project ID #F-6280-00 and subsequent cost overrun applications Project ID #F-6628-02 and F-6542-02 (total approved capital costs for these projects respectively were \$6,611,000; \$814,871; \$2,594,407 for a total capital cost for all three projects of \$10,020,278. The MX8000 IDT CT Scanner was subsequently relocated to CMC-Kannapolis pursuant to Project ID #F-7951-07, which had a total approved capital cost of \$18,454,209.

GE Healthcare

Your diagnostic partner.  
Every day.

Optima\* CT540



At GE Healthcare, the goal was to design a CT system that would provide our clinical partners with the imaging capabilities needed every day, combined with the image quality and ease of use you have come to expect from GE CT scanner technology.

The result is Optima CT540.

With Optima CT540, this design concept combines your clinical expertise with a streamlined workflow continuum to help you provide the most reliable and consistent imaging results.

## Optima CT540 is ready when you are.

At GE Healthcare, we are focused on high quality patient diagnostics and mindful of your desire for a simplified workflow. The new Optima CT540 optimizes the patient experience while continuing to provide exquisite image quality.

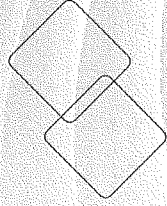
We understand your need for exceptional clinical results, a steadily increased volume of patient throughput, a focus on patient-centered tasks, and a reduction in unnecessary steps and tedious, time-consuming operations.

This is what the new Optima CT540 is all about—improving the patient experience to make the study more effective from start to finish.

Built on ASiR\*, a breakthrough innovation in iterative reconstruction technology, the Optima CT540 is built to provide a reliable and cost-effective CT solution for high quality diagnostic imaging.

Its ergonomics are designed with end-users in mind, creating a "comfort zone" experience for both patients and practitioners alike.

In addition, a strong field service network backed by digital services and remote capabilities, along with a wide range of educational opportunities, can ensure a lifetime of user satisfaction and support.



Optima

129.5  
Optima CT540  
SP IC DM

At every step,  
CT operations made  
easier,  
yet efficient.

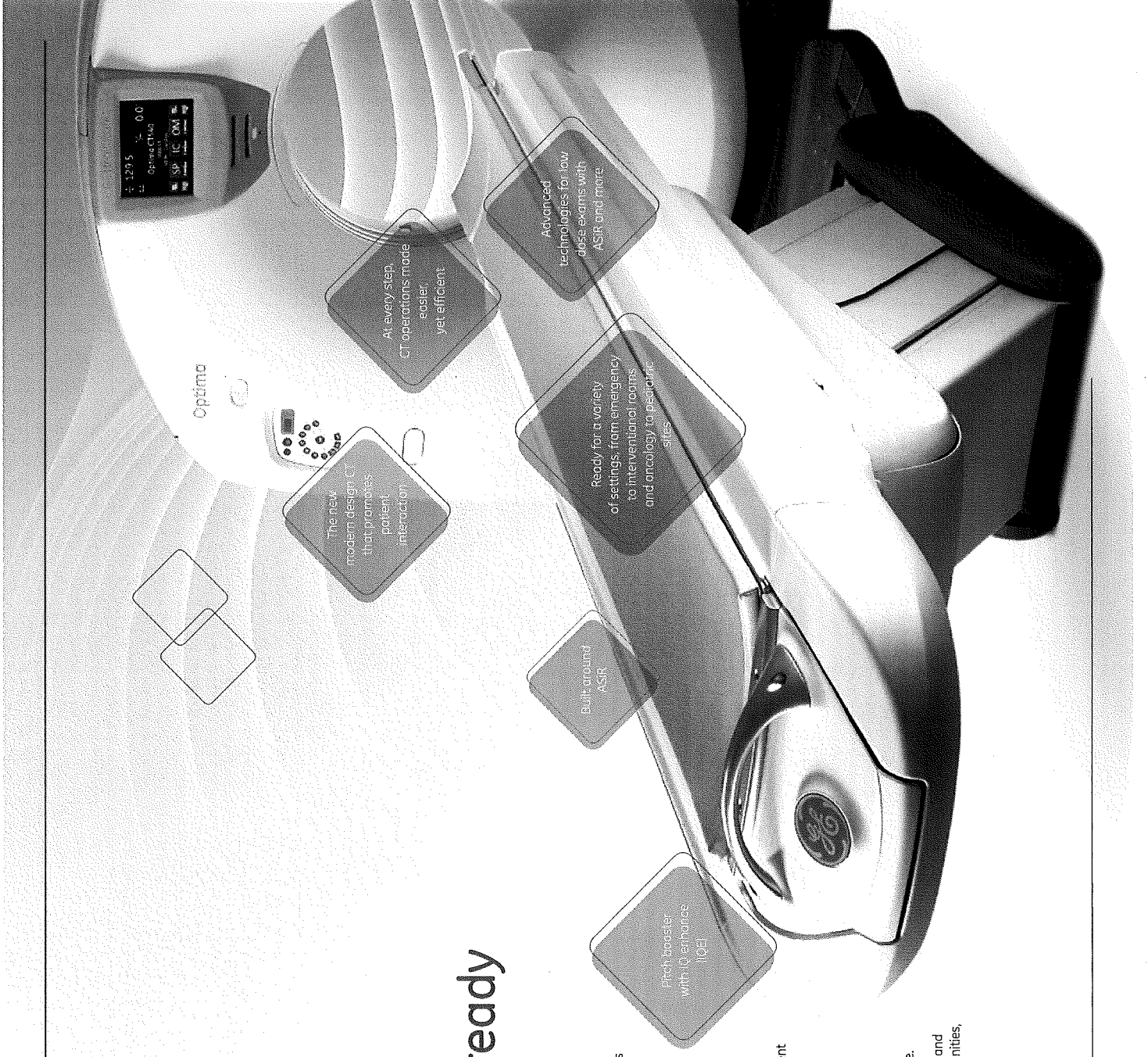
The new  
modern design CT  
promotes  
patient  
interaction.

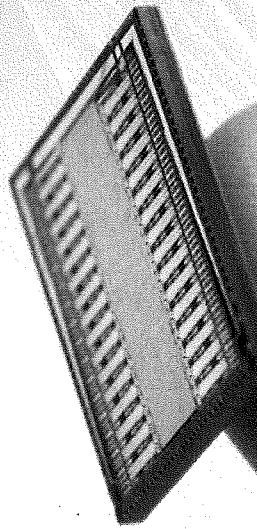
Built around  
ASiR

Pitch booster  
with IQ enhance  
IQE!

Ready for a variety  
of settings, from emergency  
to interventional rooms  
and oncology to pediatric  
sites.

Advanced  
technologies for low  
dose exams with  
ASiR and more.





# A partner you can rely on. By design.

The images you need. The quality you expect.

How can you get fast acquisition speed coupled with stellar IQ—all balanced with a one-touch dose management solution?

Look no further than the Optima CT540:

## Speed with IQE

Speed with IQE—70 cm chest-abdomen-pelvis in 10 seconds. Boost your pitch and cover more anatomy at the same image quality.

In addition, the GE Varispeed feature will help adapt your acquisition speed to the right level depending on the clinical need. An almost immediate 48 ips visualization will follow with direct MPR.

## High IQ with Valara Digital DAS

An increased sampling rate of up to 20% results in outstanding image quality in signal starved areas (shoulder, hip, large patient, metal, etc.).

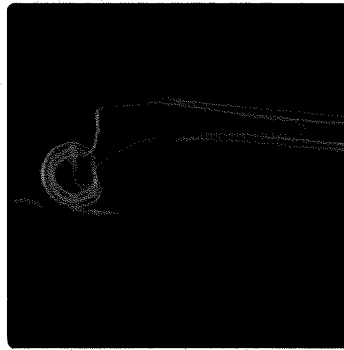
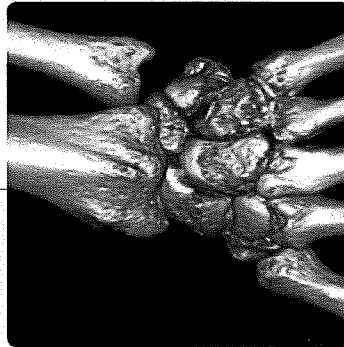
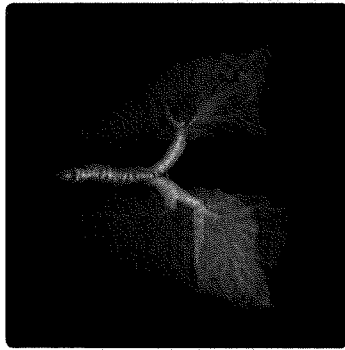
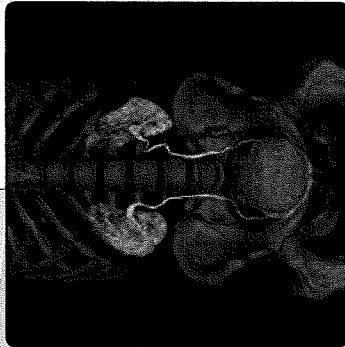
## Optima CT540 is designed for low dose with ASiR inside.

The ASiR reconstruction algorithm may allow for reduced mAs in the acquisition of diagnostic images, thereby reducing the dose required. The use of ASiR may also allow for scanning at lower mAs and less anode heat input, thereby reducing the likelihood of encountering tube cooling delays.\*\*\*

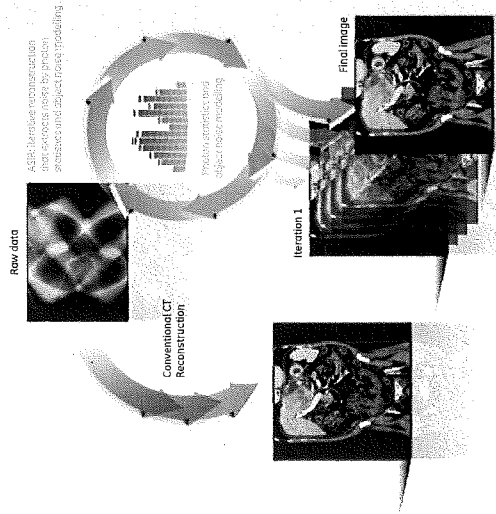
## A new level of streamlined workflow.

Whether before, during, or after the scan, the Optima CT540 is designed to provide you with features that create a comfortable streamlined environment while maintaining clinical effectiveness and precision.

From the Default Patient Positioning to emergency CTs in a handful of clicks, from a real-time scout to smart-triggered contrast exams, the results are the same: consistent and reliable ease-of-use imaging solutions.







Conventional CT image reconstruction techniques are simple and fast, but have limitations, as they are sensitive to noise and artifacts.

ASiR extracts noise by modelling its root causes for each patient and application type.

# Helping you to achieve your lower dose needs

## ASiR inside.

### A leap ahead in dose management

ASiR may help clinicians achieve dose reductions while delivering the diagnostic image quality needed for confident diagnosis. It may also improve low contrast detectability\*\*\*.

ASiR changes the dose paradigm across many anatomies and patients. Based on customers' experiences using ASiR technology, excellent diagnostic image quality at low dose has been demonstrated across exam types and body regions.

## DoseWatch.

### Know where you stand.

GE Healthcare's DoseWatch dose management solution can be the cornerstone of a comprehensive, proactive radiation management program. Capturing dose data from multiple imaging modalities and manufacturers' systems, DoseWatch gives you insightful, actionable information with configurable alerts.

## OptiDose

Dose reduction with ASiR is combined with GE Healthcare's proven OptiDose\* technologies that deliver dose reduction at the source.

It includes 3D modulation, which automatically adjusts the mA as you scan along the x-y-z axes, and pre-patient collimation to block X-rays not needed for the image and optimize the beam width to improve geometric dose efficiency.

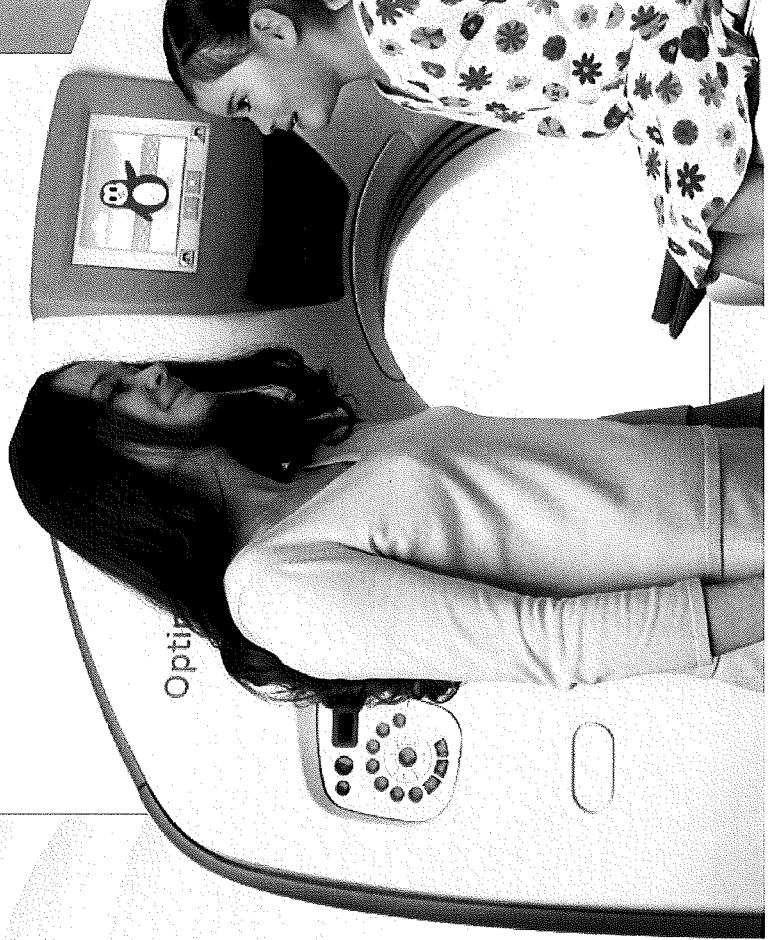
Color-coded pediatric protocols provide intuitive management of pediatric exams, categorizing children into one of eight colored categories based on their weight and size so clinicians can select the right-sized scan technique. The easy-to-archive, DICOM-structured dose report is generated after every scan, providing dose parameters and a clear summary of how the procedure was performed.

## VISR

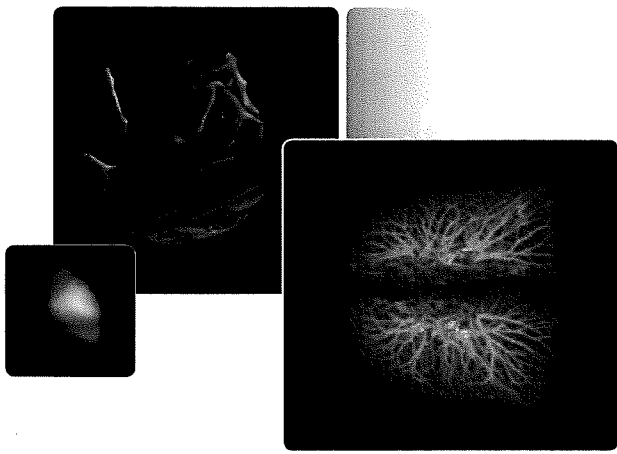
Volumetric Image Space Reconstruction (VISR) are 3D filters that reduce image noise (standard deviation) without compromising spatial resolution to provide clear visualization in neuro and cardiac imaging, to deliver diagnostic image quality with potentially lower mA.\*\*

## Dose check

Prior to starting the scan, Dose check provides tools to notify and alert the operator setting the scan parameters whether the estimated dose index is above user-defined notification values. The Dose check feature is designed to comply with the NEMA XR-25-2010 standard.



Every day...  
Every scan...



### CT Angiography.

#### Speed and consistent quality

With consistent 0.625 mm data acquisition, there is no trade-off between speed and high resolution. The Optima CT540's speed and coverage is able to capture the arterial phase for assessment of most vascular segments. The Xtream Injector allows you to synchronize injection and acquisition parameters. With Autolaunch and Preprocessing, the system automatically prepares up to eight cases for reading—saving substantial time. In addition, zero-click bone removal automatically subtracts bones in angiography studies featuring automatic vessel tracking and thrombus segmentation.

### CT Oncology.

#### Detect, evaluate, and follow up

The Optima CT540 enables you to see anatomy and lesions clearly and more thoroughly in order to understand the diagnostic landscape. High-quality images, streamlined workflow, fast acquisition speed, and dose optimization all help you detect and evaluate small lesions, follow them over time and provide a detailed evaluation of tumor extension.

Lung VCAR and Colon VCAR applications provide highly sensitive computer-aided reading to outline, contour, and characterize lesions and to follow changes over time. Liver lesion along with lymph node analysis and follow-up are facilitated by auto-segmentation tools and registration algorithms that let you match datasets from CT, MR, and PET/CT.

The OncoQuant platform provides robust tools for routine oncology diagnosis, treatment follow-up, and clinical trial management. It includes a kit of tools to facilitate routine quantification (RECIST 1.0, 1.1, and WHO) and a review of data from CT, MR, PET/CT, and 3D X-ray imaging over multiple time points.



## CT interventional procedures in a split second.

With the Optima CT540, you'll gain a new perspective on interventional procedures.

SmartView Fluoro combines advanced Visualization techniques with real-time reconstruction and display capabilities. A minimal image lag of only 0.20 second gives you the confidence you need for CT-guided interventions, such as: core, lung, and retroperitoneal lymph node biopsies; drainage procedures; pain management procedures; and ablations. You'll know just where your needle is every step of the way—and you can even adjust needle positioning for respiratory motion. Get to your target, precisely using the fast image display as your guide.

Guiding interventions for less complex cases? GE Healthcare's SmartStep tap mode lets you complete simple procedures efficiently and accurately.

## Enhanced CT workflow in your emergency room.

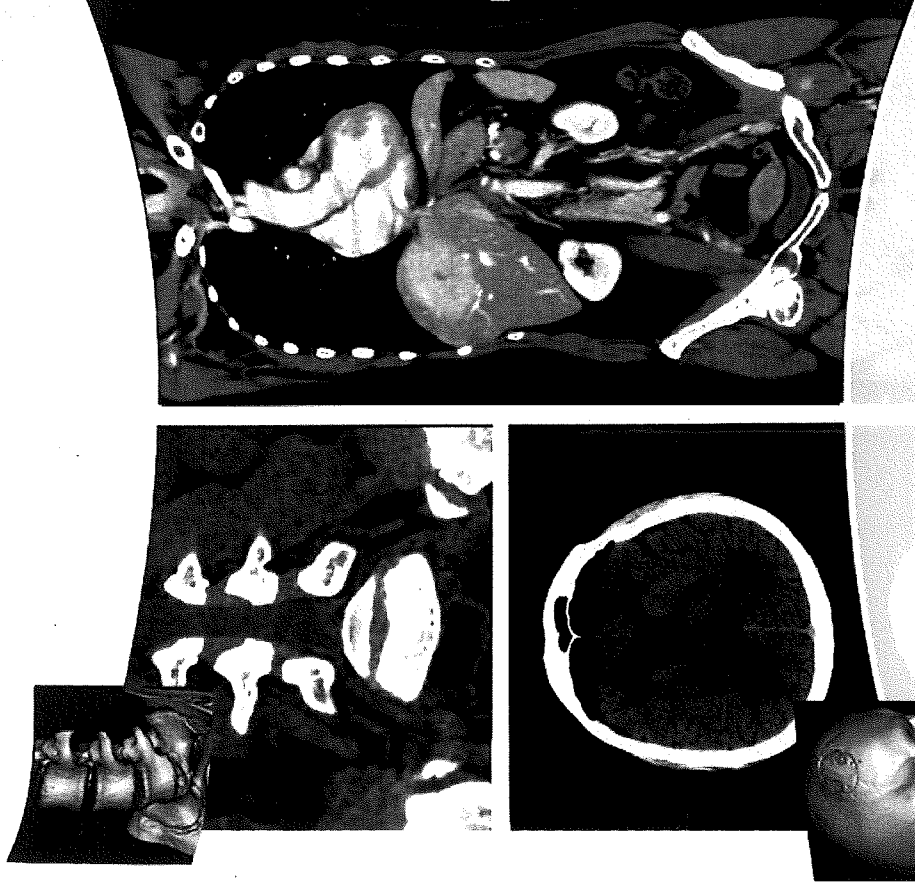
From patient set-up to powerful **post-processing**, the Optima CT540 gives you the **imaging needed for fast** diagnostic output in an environment where **seconds count**.

- Default Patient Positioning to emergency CT mode in a handful of clicks.
- Emergency Patient Mode—a dedicated User Interface for emergency cases to start examinations quickly.
- Pitch Booster for fast scanning and longer anatomical runs.

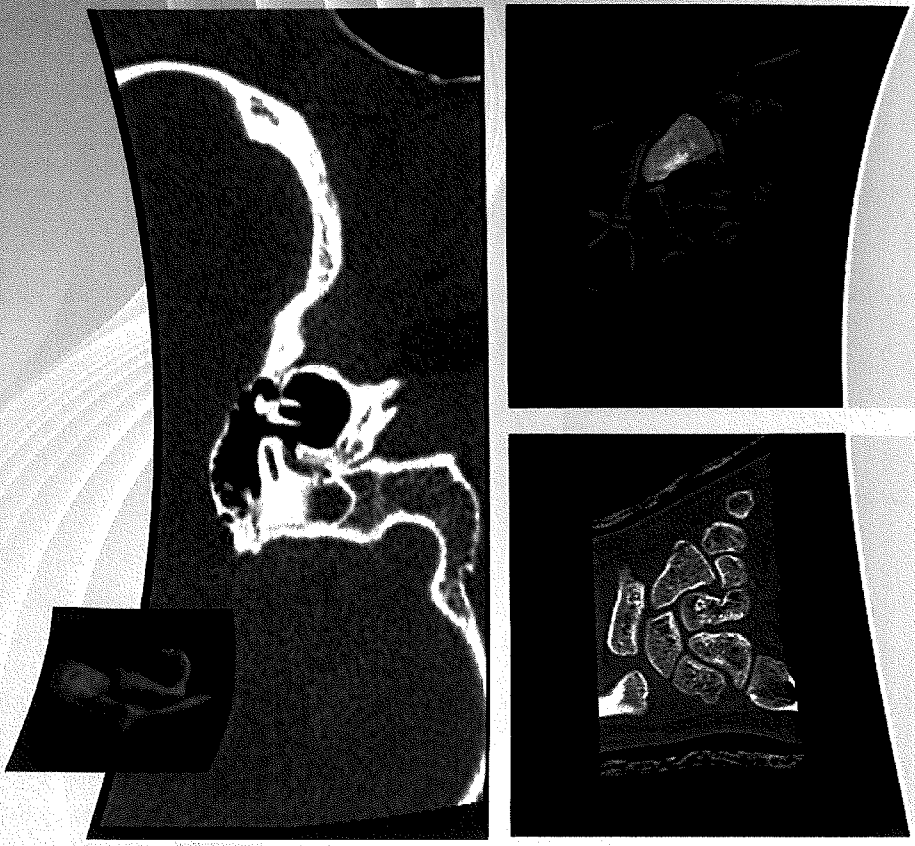
The new Emergency Patient Mode provides simultaneous image acquisition, reconstruction, and analysis to accelerate your workflow.

Our advanced operator console gives you anatomy-specific protocols and helps you facilitate fast, efficient reviews. Multiple post-processing tools are also accessible from the console, which provides easy access to your server from the emergency room, keeping you in close contact with your patients.



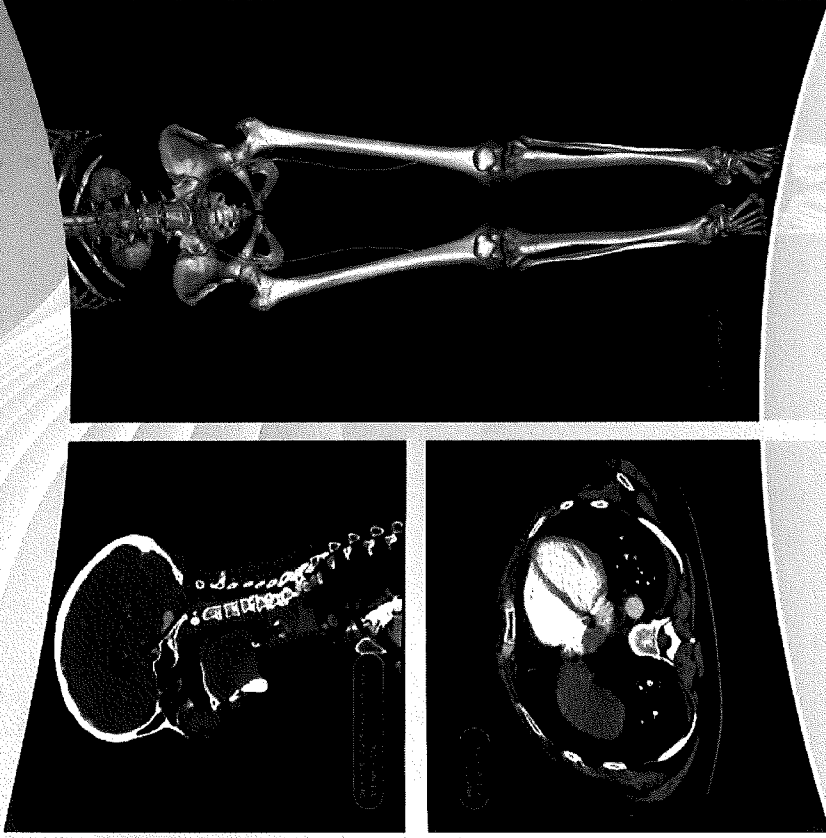


**Contrast  
Resolution**

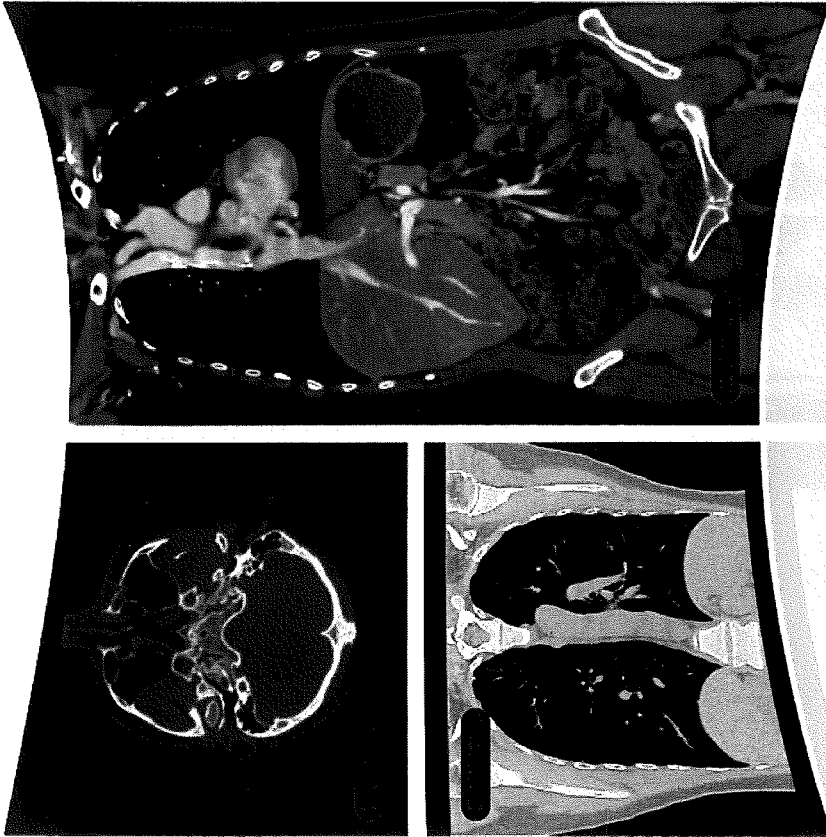


**Spatial  
resolution**

# Acquisition speed



# Dose



# You have a complex & fast-paced workplace.

## Ready

- **Patient table** lowers to each individual patients' needs
- **Autopositioning** for desired table settings
- **Xtream display** play relaxing videos for your patients
- **Emergency mode** with dedicated user interface to start exam quickly

And More...

## Scan

- **10 sets of** Prospective multiple reconstructions for rapid reconstruction algorithm set up
- **Real-time scout:** stop acquisition once necessary anatomy is covered
- **Integrated injector:** synchronize with the exam workflow
- **SmartPrep with Auto Trigger:** the scan can be automatically initiated when contrast enhancement reaches the preferred point

And More..

## Done

- **Direct MPR:** real-time direct reconstruction and fully corrected multi-planar images
- **AWE connection:** from your console, access applications hosted on the server

And More...

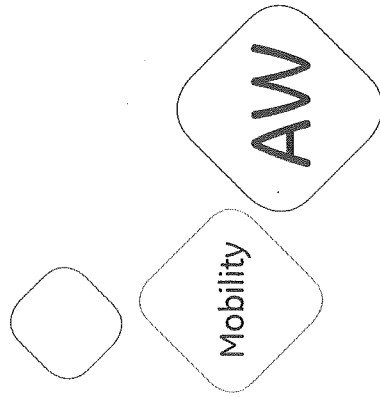
A successful practice depends on reliable image acquisition & streamlined workflow

Reduce the exam time for shorter breath holds & less patient stress

# We give you a simple & efficient workflow.

Get more time with your patients, explaining the procedures & preparing for the exam





# Dexus

Beyond post-processing image efficiency, a comprehensive solution—DEXUS—is available to optimize your Optima<sup>®</sup> CT540 experience

Clinical relevance is the main driver of GE Healthcare's post-processing software.

Since 1990, improvements in the company's offering have led to a robust and constantly-enriched foundation—coming directly from the modality's latest innovations. Today it provides a unique and consistent multimodality 2D, 3D, and 4D environment, placing patient pathology in the center. On top of this foundation is GE Healthcare's large portfolio of vascular, cardiac, oncology, and neurology advanced applications, that enhance scanner capacities to provide accurate assessments.

Clinical relevance without system interoperability means nothing

With significant dose reduction, CT scanners can increase body exploration capacities. Additionally, the volume of data is growing fast and managing it becomes time-consuming and complex. That is why DEXUS ensures deep integration with medical equipment—CT, MRI, PET-CT, Vascular—and your RIS and PACS systems. Because communication alone is not enough, DEXUS provides Workflow Booster, an automatic case preparation and preprocessing tool.

Unleash the power and access it from anywhere

Complex pathologies may require team work and expertise sharing—inside or outside of your facility. GE Healthcare's client server model, AW Server, complements the traditional AW workstations, offering a centrally-managed, post-processing engine accessible from any PC<sup>1</sup> or Mac<sup>2</sup>, staff meeting, radiologist office, or outside if allowed.

<sup>1</sup> Following systems are supported: Windows<sup>®</sup> XP, Vista & Windows 7, AW Workstations, Mac<sup>®</sup> (using Windows Parallell)

<sup>2</sup> IT team need to configure appropriate access to server from outside the facility.

Data subject to change.  
Marketing Communications GE Medical Systems  
Société en Commandite Simple au capital de de 64.475.055 Euros  
283 rue de la Minière – 78533 Buc Cedex France  
RCS Versailles B 315 013 359  
A General Electric company, doing business as GE Healthcare

UK  
Tel : 0800 0329201

Germany  
Tel : 0800 1890461

Austria  
Tel : 0800 291888

Italy  
Tel : 0800 786947

Spain  
Tel : 0900 993620

France  
Tel : 0800 908719

Switzerland  
German  
Tel : 0800 837279  
French  
Tel : 0800 837279

GE and GE Monogram are trademarks of General Electric Company  
2012 General Electric Company - All rights reserved.

\* Trademarks of General Electric Company.

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

++ In clinical practice, the use of ViSR may enable reduction in CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. When ASiR is installed, ViSR will be disabled.

Some configurations and options of Optima CT 540 may not be available to market or for sale in some countries.

## About GE Healthcare

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

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality around the world. Headquartered in the United Kingdom, GE Healthcare is a unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employees are committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at [www.gehealthcare.com](http://www.gehealthcare.com).

GE Healthcare  
Chalfont St.Giles,  
Buckinghamshire,  
UK



GE imagination at work



# **Attachment B**

## **Equipment Use Documentation**



Carolinus HealthCare System

December 19, 2013

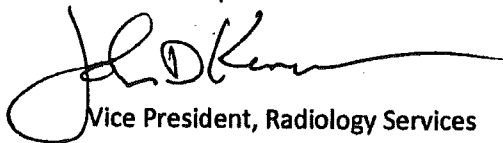
To whom this may concern,

This letter is to certify that our Philips MX-8000 CT scanner is currently in clinical use in the radiology section of the Kannapolis Emergency Department. The following chart summarizes the actual operating volumes over the past 2 years to date.

Date	Act Vol		Date	Act Vol
Jan-12	87		Jan-13	266
Feb-12	203		Feb-13	254
Mar-12	264		Mar-13	217
Apr-12	225		Apr-13	236
May-12	227		May-13	230
Jun-12	219		Jun-13	265
Jul-12	236		Jul-13	272
Aug-12	247		Aug-13	282
Sep-12	250		Sep-13	238
Oct-12	225		Oct-13	270
Nov-12	212		Nov-13	217
Dec-12	266		Dec-13	Est. 225
2012 annual	2661		2013 annual	2972

This existing unit will remain in operation until the new unit is installed.

John D. Krepschaw



Vice President, Radiology Services

Carolinus HealthCare System

# **Attachment C**

## **Equipment Vendor Quote**

Quotation Number: PR9-C6834 V 12

Carolinas Medical Center Kannapolis Pavilion Attn: Mr. John Krepsshaw  
2711 Lane St 2711 Lane St  
Kannapolis NC 28083-9217 Kannapolis NC 28083

Date: 12-17-2013

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: 12-31-2013
- Billing Terms: 100% billing at Ship Completion (Fulfillment) / Delivery
- Payment Terms: 60 DAYS NET
- Governing Agreement: CSS-GEHC MVA July 15 2011

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

GE HEALTHCARE

Mark Henry  
\_\_\_\_\_  
12-17-2013  
Product Sales Specialist

CUSTOMER

\_\_\_\_\_  
Authorized Customer Date  
\_\_\_\_\_  
Print Name and Title  
\_\_\_\_\_  
PO #  
\_\_\_\_\_  
Desired Equipment First Use Date

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

INDICATE FORM OF PAYMENT:  
(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)  
\_\_\_\_ Cash \* \_\_\_\_ Lease \_\_\_\_ HFS Loan  
If financing please provide name of finance company below\*:  
\_\_\_\_\_  
\*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
----------	-----	-------------	-------------

	<b>1</b>		
1	1	S7540JA	

**Optima CT540 System**

Optima CT540 System

The Optima CT540 is GE's latest generation intelligent CT system. It is a CT platform that combines many of the advanced ease of use innovations of our Optima CT660 series with the image quality of the BrightSpeed Elite. The CT540 is all about improving your patients experience to make your studies more effective from start to finish. This Optima CT540 is ready to be your diagnostic partner.

Key Features:

- Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds, ensuring short breath holds, more comfortable exams and flexibility.
- Routine thin slice scanning, as thin as 0.625mm helping to optimize lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review.
- Efficient gantry geometry design delivers equivalent imaging flux performance compared to a system with larger geometry and higher generator power.
- IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning. This reduction in artifacts makes it possible to scan at faster helical pitches. #
- GE proprietary, advanced interpolation algorithms balance slice profile, helical pitch, image noise, and required technique.
- Image decomposition to:
  - Retrospective thin images from data sets where thicker images were initially reconstructed
  - Facilitates more detailed image analysis
  - Improves 3D and reformat visualization
- Dose Check, a tool that helps the user to estimate and check the dose delivered in clinical practice. It is based on the standard XR-25-2010 published by the Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA)

Xtream Suite workflow management built to help you maximize productivity;

- Xtream 12" gantry display enables
  - One Step patient positioning
  - Personalized patient care
  - Informational videos for all patients
  - Distraction videos for pediatric patients
- One-touch protocol workflow delivering tailored visualization mode for exam



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<p>review, directly built into the protocols, and available "1 click" on the operator console or the post-processing workstation.</p> <ul style="list-style-type: none"> <li>• 3-click scan start workflow with pre-programmable protocol setting functions enables a starting a scan in as few as 3 clicks.</li> <li>• Up to 6 frames per second reconstruction speed (16fps option)</li> <li>• 10 Prospective Multiple Reconstruction (PMR) can be pre-programmed as part of the scan protocol prior to acquisition</li> <li>• Volume Viewer 3D reconstruction capabilities</li> <li>• Direct Multi-Planar Reformatting (MPR) with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane</li> <li>• Exam Split* allows multi-anatomic exams to be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition</li> <li>• Direct Connect allows remote Advantage Workstation (AW) access to the Xstream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3** and later)</li> <li>• Xstream Injector is a powerful integrated injection option, which begins the IV contrast injection process in synchronization with "Start Scan" on Optima CT540 to simplify the enhancement exam workflow. The enhanced Xstream Injector also supports injector parameters being entered on CT console.</li> <li>• SmartPrep with Auto Trigger allows intermittent monitoring of IV contrast enhancement in an area of interest.</li> <li>• Default Patient Positioning (DPP) provides workflow improvement by preset positioning (Default Patient Positioning) on new gantry display.</li> <li>• Real-time Scout allows image to be displayed simultaneously as the acquisition. With the real-time scout image, you can stop scout acquisition once the necessary anatomy is covered.</li> </ul> <p>Compact system design: The minimum installation requirement without short footprint mode is 20.0m2. Other features include:</p> <ul style="list-style-type: none"> <li>• 2 19" monitors, standard, for comfort in in imaging review.</li> <li>• Up to 1700 mm scannable range for full body trauma scans.</li> <li>• In room start button mounted on gantry with countdown display, facilitates single remote gantry tilt from the operator console to enhance workflow.</li> <li>• Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath.</li> <li>• 0.35mm isotropic microVoxel* image resolution reconstruction algorithms</li> </ul>

3/20



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> <li>• Hyperplane* and Crossbeam*, providing virtually artifact-free images and optimized slice profile at any pitch, by solving the technical challenges of cone beam and high pitch helical scanning</li> <li>• Includes reference protocols and the ability to customize your own for a total of 6840 protocols</li> <li>• 250,000 uncompressed 512 image files storage capacity, and 9600 scan seconds of scan data storage capacity</li> <li>• Chest Kernel can let the user perform only one reconstruction (instead of twice-using lung kernel and standard kernel separately) for chest exams, which may speed up the image review process. Filter sharpness is automatically adapted to the lung or mediastinum when the user adjusts window width or window level.</li> <li>• IQE enables faster anatomical coverage using faster pitch helical scanning at similar artifact index levels compared to slower helical scanning without IQE. This coverage speed is equivalent to that of wider detectors (50 slice equivalent) at same table speed. #</li> </ul>

# Helical Artifact Index is defined as:  $((SD \text{ value at ROI1})^2 - (SD \text{ value at ROI2})^2)^{1/2}$ . Two helical data sets were acquired to compute a Helical Artifact Index. Both helical acquisitions were acquired using kV:120, Gantry Rotation: 0.8S, Slice Thickness: 1.25mm, SFOV: Large, DFOV: 32cm, Start/End: S200-I370 and reconstructed using 512 matrix. One data set was acquired at 1.75:1 pitch with table speed of 37.5mm per rotation with IQ Enhance ON at 260mA and the other using 0.562:1 pitch with table speed of 11.25mm per rotation with IQ Enhance OFF at 160mA.

Dose Management Leadership

OptiDose management features: new bowtie filters optimized for adult and pediatric body exams, full 3D dose modulation, color coding for kids, tracking collimator hardware and software for x-ray beam trackign to name a few of GE's dose optimization features, all based on the ALARA principle.

- Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scn to reduce unnecessary patient radiation
- 3D Dose modulation - Before the scan, clinicians must select the desired Noise Index as well as the minimum and maximum mA setting. The system automatically accounts for the changing dimensions of the patient's anatomy, enabling patient to patient reproducibility in this aspect of image quality and real-time x-y-z during each scan.
- Volumetric Image Space Reconstruction (VISR) are 3D filters that reduce image



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<p>noise (standard deviation) without compromising spatial resolution to provide clear visualization in neuro and cardiac imaging, to deliver diagnostic image quality with potentially lower mA.}</p> <ul style="list-style-type: none"> <li>• Tracking collimator hardware and software for x-ray beam tracking to minimize patient dose</li> <li>• Filtration of the x-ray beam is optimized independently for body and head applications</li> <li>• Dose Display, DLP (dose length product), and dose efficiency display during scan prescription provides the patient's dose information to the operator prior to scanning</li> <li>• Dose Reporting provides access to the CTDIvol and DLP with the patient record prior and post exam. DICOM Structured Dose Report is also supported</li> <li>• Dose Check provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA). Dose Check provides the following:             <ul style="list-style-type: none"> <li>• Checking against a Notification Value if the estimated dose for the scan is above your site established value</li> <li>• Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan parameters if the estimated dose exceeds the alert value</li> <li>• The ability to define Alert Values for Adult and Pediatric with age threshold</li> <li>• Audit logging and review capabilities</li> <li>• ProtocolChange Control capabilities</li> </ul> </li> </ul> <p>} In clinical practice, the use of VISR may enable reduction in CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and a physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task. When ASiR is installed, VISR will be disabled.</p> <p>\$mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.</p> <p>Gantry:</p> <ul style="list-style-type: none"> <li>• Advanced slip ring design continuously rotates generator, tube, HiLight matrix detector and data acquisition system around the patient.</li> <li>• Performix Ultra tube</li> <li>• Matrix II detector and digital data acquisition system</li> </ul>





Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> <li>• 70cm Aperture with scan field of 50cm</li> <li>• Short geometry design: 94.9cm tube-to-detector distance</li> <li>• Rotational speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0 seconds</li> <li>• Tilt: +/- 30 degrees in half-degree increments with a speed of 1 degree/second</li> <li>• Remote tilt from operator's console</li> <li>• Integrated breathing lights &amp; countdown timer</li> <li>• Integrated start scan button with countdown timer to indicate when x-ray will turn on</li> <li>• Scan plane toward front of gantry for improved positioning access</li> <li>• Laser Alignment Lights: Define both internal and external scan planes to E 1 mm accuracy</li> </ul>

Table:

- Controls on gantry for table up/down and cradle in/out, and tilt. Foot pedals on both sides of table for fast elevation. Cradle position controlled from OC for prescribed scans
- 1700 mm scannable range for full body trauma scans
- Table load capacity of 227 kg (500 lb) with +/- 0.25 mm of position repeatability
- Vertical range: 490 mm to 991 mm
- Vertical scannable range: 791 mm to 991 mm
- Horizontal range: up to 1700 mm
- Horizontal scannable range: up to 1730 mm (axial) and 1630 mm (helical) & 1600 mm (Scout)
- Horizontal speed: up to 125mm/sec (150mm/sec at ISD)
- Table automatically re-centers on scan plane with changes in vertical position under alignment light turned on condition

Detector and DAS:

The Volara 30-bit Digital data Acquisition System (DAS), with 1968 views per rotation, delivers high processing power for high-resolution images and low-dose performance. It reduces noise up to 33% for outstanding image quality, even in difficult areas such as the shoulders and hips, and in large patients.

Other features include:

- 21,888 cells over 24 rows, allowing the following type of acquisition-collimation:
- 10mm (0.625 mm rows) for high resolution mode
- 20mm (1.25 mm rows) high speed mode



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
----------	-----	-------------	-------------

- Collimated slice thickness available: 0.625, 1.25, 2.5, 3.75, 5, 7.5, 10
- Generating slices at fine intervals enables image reconstruction that exceed 32 slices (images) per gantry rotation
- The high image quality provided by the Optima CT540 is enabled by the HiLight matrix detector, with 98% absorption efficiency

X-ray Tube:

Performix Ultra tube unit offers an optimized design for exams requiring a large number of scans without tube cooling delays.

- Anode Heat Storage Capacity: 6.3 MHU
- Heat Dissipation: Anode (max) 840 KHU/min
- ASiR\*\*\* allows you to achieve the same image noise (SD) at a lower mA with less tube heat output, which enables the tube for longer duration helical scan.

Dual Focal Spots

Small Focal Spot:

- 0.8 x 0.7 nominal value (IEC 336/2005)
- 0.7 x 0.6 nominal value (IEC 60 336/93)

Large Focal Spot:

- 1.1 x 1.0 nominal value (IEC 336/2005)
- 0.9 x 0.9 nominal value (IEC 60 336/93)

High Voltage Generator

High Frequency on-board generator allows for continuous operation during scan.

- 53.2 kW output power
- kVp: 80, 100, 120, 140
- mA: 10 to 440 mA, 5 mA increments to better adapt to the patient.

Xtream Operator Console

The console and table are designed to enable the efficient use of space while enhancing clinical workflow and technologist comfort. Attributes include:

- Fully adjustable monitor arms
- Adjustable height for improved patient visibility
- Flexible location of OC hardware
- Sitting or standing position
- Xtream FX operator console
- 6fps is standard, 16fps is optional



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<ul style="list-style-type: none"> <li>• Split tabletop allows unrestricted patient viewing while supporting 2xLCD 19 inch color monitors.</li> <li>• Two 19 inch color LCD monitors support scan and recon, as well as image display, processing, analysis, and management.</li> <li>• Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements.</li> <li>• Xstream(TM) FX, built on the LINUX operating system and delivering fast reconstruction of 6 ips with full fidelity images and fast network transfer rates of up to 16 ips.</li> <li>• Size: 1300mm Wide x 620mm Deep x 683-912mm adjustable height 44 kg in weight</li> </ul> <p>Image Networking Exams</p> <p>Images can be selected and moved between the Optima CT540 CT Scanner and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query.</p> <p>Other networking attributes include:</p> <ul style="list-style-type: none"> <li>• Standard Auto-configuring Ethernet</li> <li>• Direct Network Connection</li> <li>• Supports 10/100/1000 BaseT Ethernet</li> <li>• Supported Protocols                             <ul style="list-style-type: none"> <li>- DICOM 3.0 Network</li> <li>- Advantage Net</li> <li>- InSite Point-to-Point</li> <li>- TCP/IP (for System Administration)</li> </ul> </li> </ul> <p>DICOM Conformance Standards:</p> <ul style="list-style-type: none"> <li>• DICOM 3.0 Storage Service Class</li> <li>• Service Class User (SCU) for image send</li> <li>• Service Class Provider (SCP) for receive</li> <li>• DICOM 3.0 Query/Retrieve Service Class</li> <li>• DICOM 3.0 MOD Media Service Class</li> <li>• DICOM 3.0 Storage Commitment Class Push</li> <li>• DICOM 3.0 Modality Worklist (incl:Performed Procedure Step through ConnectPro option)</li> <li>• DICOM 3.0 Print</li> </ul> <p>Applications and Clinical Performance</p>



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
----------	-----	-------------	-------------

- When selecting a CT scanner to meet your needs the primary concern should be the clinical performance of the system, not specifications. Specifications alone don't tell you how the scanner will perform. To understand true clinical performance of the system, you have to consider how well the scanner delivers three things - image quality, coverage, exam speed - and whether it can deliver all three at once. The Optima CT540 CT Scanner offers a balanced design enabling it to deliver clinical performance.

Image Quality

- Axial Low Contrast Detectability (LCD) Statistical LCD: on 8 Inch CATPHAN Phantom
  - 5 mm @ 0.3% at 13.3 mGy
  - 3 mm @ 0.3% at 37.2 mGy
- Helical Noise -on an AAPM Water Phantom or GE Quality Assurance Phantom = < 0.32% nominal +/- 0.03% at 28.5 mGy
- High Contrast Spatial Resolution - on GE Performance Phantom
  - Standard Algorithm - 8.5 lp/cm @ 0% MTF
  - Hi-res Algorithm - 15.4 lp/cm @ 0% MTF

Pitches

- 0.562:1, 0.938:1, 1.375:1, and 1.75:1 Helical Pitches for 16 Slice Modes
- 0.625:1, 0.875:1, 1.35:1, and 1.675:1 Helical Pitches for 8 Slice Modes

Exam Speed: The Optima CT540 CT Scanner delivers flexible and fast scan speeds by combining 16 slice acquisition, 1.75:1 helical pitch and 0.5 rotation. Because of these very quick exam speeds, scan speed is no longer what determines the systems throughput of a multi-slice scanner. Other tasks are equally important to determine the performance of the CT scanner:

- Scan Setup
- Image Reconstruction
- Reformat and 3D Processing
- Networking, Archiving, Filming

The Optima CT540 with Xstream FX suite workflow management is designed to deliver outstanding workflow in each of these tasks:

- One-touch protocol workflow, delivering tailored visualization mode for exams review, directly built into the protocols, and available in "1 click" on the Operator Console or the Post-processing workstation.

Xstream Display



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			<p>Xtream Display is a multi-purpose LCD display and can show basic patient information on the Gantry monitor. The user can confirm patient information in the scan room potentially improving workflow and reducing the opportunity for error. Xtream Display provides workflow improvement with preset positioning (One Step patient positioning) on gantry display. Xtream Display has a Movie function to assist the user in explaining the CT examination to patients. Other features include:</p> <ul style="list-style-type: none"> <li>• Minimum 3-click scan start workflow is a pre-programmable protocol setting that enables the start of scan in as few as 3 clicks.</li> <li>• Up to 6fps reconstruction speed (16fps option)</li> <li>• Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, in any plane.</li> <li>• Up to 10 fps transfer speed of images, real-time during acquisition, to up to 4 different destinations.</li> <li>• DVD interchange capability, for archiving of up to 7168 uncompressed 512 images.</li> <li>• Data Export capability, ensuring the relevant images and reports can be visualized by the referrals in PC friendly format(MPEG, AVI..)</li> <li>• Auto Transfer by Series to distribute images where you need them when you need them.</li> <li>• Exam Split* allows multi-anatomic exams to be read in separate anatomic sections. This allows specialists to review only those images needed for a given requisition</li> <li>• Grayscale Presentation State saves display presentation of WW, WL, flip, rotate, zoom, roam, user annotation and measurements for transfer to a remote viewing station using DICOM GSPS object.</li> <li>• Direct Connect allows remote Advantage Workstation (AW) access to the Xtream FX console's thin-slice data, eliminating unnecessary network traffic and storage duplication. (AW4.3** and later)</li> <li>• Xtream Injector: Xtream Injector is a powerful integrated injection option, which starts the Injection process in synchronization with "Start Scan" on CT system to simplify the enhancement exam workflow. The enhanced Xtream Xtream Injector supports injector parameters to be entered on CT console.</li> <li>• Graphic Retro: Graphic Retro allows users to prescribe retro recon graphically on appropriate prospective image by mouse. Visual adjustment parameters such as DFOV, AP/RL center improve retro recon productivity.</li> </ul> <p>Scan Modes</p> <ul style="list-style-type: none"> <li>• Helical scan mode offers continuous 360 degree scanning with table</li> </ul>



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
----------	-----	-------------	-------------

incrementation and no interscan delay. Axial scan mode allows for up to 16 contiguous axial planes to be acquired simultaneously.

- Helical Multi-slice Modes: Helical scanning has been simplified by grouping all critical acquisition parameters within helical pitches optimized for image quality and speed 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 for 16 slice acquisition. These clinically derived helical scan modes offer a wide range of selections that carefully balance acquisition speed, image thickness, and provide table speeds up to 35 mm per rotation enabling scan speeds that are up to 12 times faster than 4 slice helical scanners.
- Prospective Multiple Thickness Reconstruction: For any helical scan modes, the operator can choose to reconstruct images prospectively in any of 7 nominal image thicknesses 0.625, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. The operator may also prospectively specify additional image sets to be reconstructed. These images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode. Direct MPR may also be prospectively specified which quickly enables the move from 2D review to prospective 3D image review of axial, sagittal, coronal and oblique planes automatically.

Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce potential mis-registration between scans by increasing the number of scans in a single breath hold. Reference protocols make the Optima CT540 scanner system fast & efficient.

Axial Multi-slice Modes: The Optima CT540 CT scanner system acquires axial scans in sets of up to 16 contiguous images in one 360 degree rotation. For each rotation of the gantry the system collects 16 rows of scan data. There are five reconstruction modes available for creating images from the multi-slice axial scan scan data.

- Example- 8i Mode: Produces 8 Images per Rotation
- Nominal Thickness: 1.25, 2.5 mm
- Example- 16i Mode: Produces 16 Images per Rotation
- Nominal Thickness: 0.625, 1.25 mm

Image Reconstruction Kernels: Soft, Standard, Detail, Bone, Bone Plus, Lung, and Edge and Chest.

InSite Broadband includes: Hardware essential for systems to be connected to high speed internet.

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



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			Regulatory compliance: this product is designed to comply with applicable standards under the radiation control for health and safety act of 1968. This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health. This product is a CE compliant device which satisfies regulations regarding Electro-Magnetic Compatibility (EMC) and Electro-Magnetic Interference (EMI), pursuant to IEC-60101-1 and all applicable collateral and particular standards.
2	1	B7590EN	English Keyboard Kit <ul style="list-style-type: none"> <li>• Keyboard</li> <li>• Operator and Technical Manual</li> <li>• Labeling</li> </ul>
3	1	B7580JY	Standard cable set Standard cable set for RT product
4	1	B78552CA	Optima CT Desk  The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.  The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.  It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.
5	1	B70752RT	ASiR - Adaptive Statistical Iterative Reconstruction Option  ASiR(TM)(Adaptive Statistical Iterative Reconstruction) dose reduction technology* <ul style="list-style-type: none"> <li>• ASiR reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required*.</li> <li>• A reconstruction technology that may enable improvement in low contrast detectability*.</li> </ul> <p>* In clinical practice, the use of ASiR may reduce CT patient dose depending on the</p>



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
			clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.
6	1	E8016AZ	<p>CT Table Slicker with Cushion - VCT 1700 Systems (2-pc Set)</p> <p>Slicker - CT HD750 and VCT w/GT 1700 Table (2 Piece Set)</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>• Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover</li> <li>• Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids</li> <li>• Increase system uptime by protecting table from spills and particulate contaminants</li> <li>• Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas</li> </ul> <p>COMPATIBILITY</p> <ul style="list-style-type: none"> <li>• VCT with GT 1700 Table, CT HD750</li> </ul>
7	1	E8016BA	<p>CT Footswitch Slicker - VCT 2000 &amp; 1700 Systems</p> <p>Footswitch Slicker for CT HD750 and VCT Systems</p> <p>The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H</p>
8	1	W0100CT	<p>6 Day CT TiP Onsite System Training</p> <p>6 Day CT TiP Onsite System Training</p> <p>CT Onsite Training for a new CT system</p> <ul style="list-style-type: none"> <li>• One 4 day onsite visit to coincide with system start-up.</li> <li>• One 2 day onsite follow-up visit 6-8 weeks post system start up.</li> </ul> <p>During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review</p>





Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description
----------	-----	-------------	-------------

sessions. By the end of this visit, the core group should be able to perform the routine patient procedures.

The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule.

This training program must be scheduled and completed within 12 months after the date of product delivery.

**Quote Summary:**

<b>Total Extended Selling Price:</b>	<b>\$483,346.30</b>
<b>Philips MX8000 16 slice CT</b>	<b>(\$25,000.00)</b>
<b>Total Quote Net Selling Price</b>	<b>\$458,346.30</b>

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



Quotation Number: PR9-C6834 V 12

### Options

(These items are not included in the total quotation amount)

Item No.	Qty	Catalog No.	Description	Ext Sell Price
9	1	B7864SM	<p>SmartStep (Includes In-room Monitor)</p> <p>SmartStep for CT Scanner Systems (Includes In -Room Monitor &amp; Boom)</p> <p>SmartStep Enables an Imaging Mode for Performing Biopsies and Other Interventional Procedures. An In-room Monitor, Hand Held Controller, X-ray Exposure Foot Pedal and Cradle Handle Provide In-room Control for Image Acquisition and Image Review. The Hand Held Controller Provides the Operator with Controls to Prepare the Scanner for Imaging, to Turn Alignment Lights On and Off, to Move the Cradle, Review Images and Adjust the Window Width and Level; and the Foot Switch Provides In-room Control of X-ray On.</p> <p>A Highly Functional Image Display Presents a Set of 3 Interventional Images in 3 Viewports, a Free Viewport, and Timers for the Remaining and Accumulated Time. The Display Control Panel Provides Roam, Zoom, Magnify, Measurement, Annotation, Grid, Image Orientation, and Save Screen Image Review Capabilities. Data Acquisition Includes a 4i Data Acquisition Mode Using 4x1.25 mm, 4x2.25 mm, and 4x3.75 mm Detector Configurations and a 3i Reconstruction Mode to Create 2.5, 3.75 and 7.5 mm Thick 512 Matrix Images. All Scan Fields of View and Reconstruction Algorithms are Available with 0.8s and 1.0s Gantry Rotation Speed.</p> <p>System Includes the In-room Monitor &amp; Boom</p>	\$45,000.00
10	1	B7900WA	<p>SnapShot Imaging package</p> <p>The Snapshot Imaging Package allows the user to acquire cardiac scans with these CT systems. This package contains the following items necessary for CT Coronary Angiography on these systems.</p> <p>The features associated with the Snapshot package are;</p> <ul style="list-style-type: none"> <li>• Edge preserving cardiac filters which allows the user to reduce dose up to 30% with the 3 levels of filtration available</li> <li>• ECG trace on the console allowing the user to display the live trace of the patients heart rate and display the actual location of the window of time when the image is being acquired.</li> </ul> <p>Snapshot Imaging package software for the Operator Console can</p>	\$65,000.00



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<p>be used to acquire ECG Gated CT Images of the coronary arteries, cardiac anatomy and various other applications that require temporal resolution to reduce heart motion effects. The Snapshot imaging package includes the following hardware and software necessary to acquire cardiac studies with CT.</p> <p>Snapshot imaging software for the operator console is designed to produce optimized cardiac images with minimum cardiac motion effects. Three different imaging acquisition techniques are available to the user,</p> <ul style="list-style-type: none"> <li>• Snapshot segment - single sector with temporal resolution(TR) of 200ms for LightSpeed VCT and BrightSpeed(with Delight or higher), For Canada and Latin America only Optima CT660 product.</li> <li>• Snapshot Burst-dual sector with TR of 100ms for Lightspeed VCT and BrightSpeed (with Delight or higher), For Canada and Latin America Only - Optima CT660 products.</li> <li>• Snapshot Burst Plus-4 sector with TR of 50ms for LightSpeed VCT and BrightSpeed (with Delight or higher), For Canada and Latin America Only - Optima CT660 products.</li> </ul> <p>Ivy 3150 monitor The Ivy 3150B ECG Monitor comes in the standard cardiac package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.</p> <p>Console ECG Trace The ECG trace provided by the Ivy 3150 monitor will be displayed on the CT operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the image are being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.</p> <p>R-Peak Editor The R-Peak Editor allows user to retrospectively modify trigger points identifying R-peaks on ECG trace as displayed on the console. The capability may improve successful cardiac acquisition rate by enabling users to perform the modification in the cases where there is irregular heartbeat or suboptimal triggers.</p> <p>Cardiac Enhancement Filters Are noise reduction filters, providing three new levels of image filtration while preserving of edge image detail coupled with patient dose reduction of up to 30%.</p>	



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			ECG Dose Modulation ECG gated dose modulation reduces patient dose by modulating x-ray technique during acquisition based on heart phase.	
11	1	B7900WB	SmartScore 4.0 Package  The SmartScore 4.0 package provides ECG-gated hardware for both prospective and retrospective gating along with software on the Advantage Workstation for coronary artery calcium scoring.  Console ECG Trace The ECG trace provided by the Ivy monitor will be displayed on the CT operator's console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location of the window of time when the image is being acquired. It will provide easy access. to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.  SmartScore 4.0 software for AW (or newer) with new patient report.	\$50,000.00
12	1	M81531FF	AW VolumeShare 5 with Two Flat Panel Monitors and 6GB of RAM  AW VolumeShare 5 with Two Flat Panel Monitors and 6GB of RAM.  AW VolumeShare 5 is a multi-modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology and multiple cores to ensure leading edge performance.  AW VolumeShare 5 features include:  Hardware: <ul style="list-style-type: none"> <li>• HP Z800 Workstation with Intel x5650 Six Core Xeon 2.66 GHz CPU with 8MB Shared L2 Cache / 1333 MHz Dual FSB</li> <li>• 6GB DDR-3 1333 ECC DIMM</li> <li>• 300GB SAS 15,000rpm Hard Disk for OS and Apps.</li> <li>• 600GB SAS 15,000rpm Hard Disks for Image Data</li> <li>• 2 x 19" EIZO MX191 Monitors</li> </ul> Software: <ul style="list-style-type: none"> <li>• Fast access to information you need through optional RIS integration &amp; priors post-fetch</li> <li>• Efficient workflow through dynamic load, end review and Key</li> </ul>	\$115,040.00



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<p>Image Notes features</p> <ul style="list-style-type: none"> <li>• Optional productivity package to pre-process exams and allow up to 8 simultaneous sessions</li> <li>• Applications usage monitor to track usage of your system</li> <li>• Smart layouts with Volume Viewer General review protocol that optimizes comparison and single exam layouts</li> <li>• Enhanced multi-modality contouring tool with support for PET SUV's</li> <li>• Support for external DICOM USB media and preference management tool to exchange preferences across users</li> <li>• Support for optional, broad suite of multi-modality advanced applications</li> </ul>	
13	1	E4502KY	<p>10 KVA Partial UPS for CT LightSpeed and LightSpeed PRO</p> <p>2 Phase 10 KVA Partial UPS for CT Lightspeed and Lightspeed PRO</p> <p>The 2 Phase 10 KVA Partial System UPS kit has been specifically designed to coordinate with the BrightSpeed, LightSpeed and LightSpeed PRO 16 families of CT scanners. In the event of a power outage, a partial system UPS provides continuous back-up power to the scanner host and control computers, thus assuring no loss of usable scan data. In addition, critical circuits in the gantry and table remain powered which facilitate the safe removal of the patient from the scanner. If power is restored within the battery hold-up time, the operator can continue scanner operations without the need to reboot the system. When longer power outages are anticipated, the UPS provides time for the operator to complete an orderly shutdown of the system software.</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>• True double-conversion, online technology provides reliable operation and uninterrupted glitch free power.</li> <li>• Automatic voltage and frequency selection eases startup, i.e., 50 or 60 Hz compatible</li> <li>• Integral Static Bypass switch means zero transfer time</li> <li>• Integral Manual Bypass switch facilitates continued scanner operation while UPS is being serviced</li> <li>• Single input connect utilized for both UPS input and static switch</li> </ul>	\$23,299.00



Quotation Number: PR9-C6834 V 12

Item No.	Qty	Catalog No.	Description	Ext Sell Price
			<ul style="list-style-type: none"> <li>Maintains system electronics and allows critical scanner operations to continue for 10 minutes (typical) after loss of power</li> <li>Advanced Battery Management (ABM) software monitors / indicates battery health and doubles battery service life</li> </ul> <p>SPECIFICATIONS</p> <ul style="list-style-type: none"> <li>Dimensions (H x W x D): 32.7" x 12" x 32"</li> <li>Weight: 350 lbs.</li> <li>Rating: 10 kVA</li> <li>Input Voltage Range: 85-144V / ph; 2 Phase</li> <li>Output Frequency: 50 or 60 Hz, auto-sensing</li> </ul> <p>COMPATIBILITY</p> <ul style="list-style-type: none"> <li>HiSpeed Advantage-RP, CT/I, Lightspeed QXi, LightSpeed Plus, LightSpeed Ultra, LightSpeed 16, BrightSpeed Systems, LightSpeed Pro 16 and RT Systems, Discovery NM 670 (Nuc)</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>Customer is responsible for rigging and arranging for installation with a certified electrician</li> <li>ITEM IS NON-RETURNABLE AND NON-REFUNDABLE</li> </ul>	
14	1	E4502AB	<p>90 Amp Main Disconnect Panel for CT</p> <p>90 Amp Main Disconnect Panel for CT</p> <p>This 90 amp main disconnect panel for GEHC CT systems provides emergency shut down, undervoltage protection, overcurrent protection, local disconnect for the imaging system. It also reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components. The standardized design and testing assures high product quality and system reliability, and it is UL and cUL listed for compliance with National Electric Code. Panel can be surface or semi-flush mounted and includes one remote emergency off push button. Customer is responsible for rigging and arranging for installation by a licensed electrician. ITEM IS NON-RETURNABLE and NON NON-REFUNDABLE Warranty Code: Y</p>	\$7,349.00
15	1	E8007PP	Medrad CT Stellant D w/ Dual Flow - Medium Post 85 cm	\$47,500.00



Quotation Number: PR9-C6834 V 12

---

Item No.	Qty	Catalog No.	Description	Ext Sell Price
----------	-----	-------------	-------------	----------------

---

Medrad CT Stellant D w/ Dual Flow - Medium Post 85 cm

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





## GE Healthcare

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

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

For MR Products Only:

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

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



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

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

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

For Healthcare IT Products Only:

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

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



# GE Healthcare General Terms and Conditions

## GE Healthcare

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

### 1. General Terms

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

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

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

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

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

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

### 2. Compliance

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

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

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

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

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

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

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

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

### **3. Disputes; Liability; and Indemnity**

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

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

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

### **4. Payment and Finance**

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

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

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

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

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



# GE Healthcare Product Terms and Conditions

## GE Healthcare

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

### 1. Commercial Logistics

#### 1.1. Order Cancellation and Modification.

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

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

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

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

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

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

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

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

#### 1.4.1. Customer-Supplied Items.

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

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

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

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

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

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

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

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

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

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

## 2. Software License

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

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

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

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

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

### **3. Payment and Finance**

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

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

### **4. Product Specific Terms**

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

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 Additional Terms and Conditions: Uptime Commitment

## GE Healthcare

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

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

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

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

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

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

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

$$\text{Hours1} = \text{A hours per day} \times \text{B days per week} \times 26 \text{ weeks}$$

$$\text{Hours2} = \text{Hours1} - \text{C hours for planned maintenance}$$

$$\text{Required in-service hours at Customer's \% commitment: Hours3} = \text{Hours2} \times \text{Customer's \%}$$

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





## GE Healthcare Additional Terms and Conditions: Healthcare IT

### GE Healthcare

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

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

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

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

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

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

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

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

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

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

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

in violation of the preceding sentence.

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

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

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

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

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

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

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

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

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

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

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

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



## Warranty Statement (United States)

### GE Healthcare

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

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

**2. GE Healthcare Warranties.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**GE Ultrasound Service Replacement Parts:** Thirty (30) days

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

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

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

**DINAMAP ProCare Vital Signs Monitors:** Two (2) years

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

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

**MAC 1600:** Three (3) years

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

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

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

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

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

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

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

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

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

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

**Tec 7 Vaporizers:** Three (3) years

**Tec 6 Plus Vaporizers:** Two (2) years

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

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

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

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



## Warranty Codes For Accessories And Supplies

### GE Healthcare

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**P GE Healthcare directly provides the following:**

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

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

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

**W GE Healthcare directly provides the following:**

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

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

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





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

### GE Healthcare

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

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

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

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

### 3. Remedies

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

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

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

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

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

5. **Warranty Periods**

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

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

**COMMENTS**

- (a) For actual catalog numbers, please contact your local GE Healthcare representative.
- (b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.
- (c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

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

OR

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

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

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

**Trade-in Addendum to GE Healthcare Quotation**

THIS ADDENDUM, dated this <sup>December 16, 2013</sup>, between Select GEHC Entity Name ("GE Healthcare") and CMC Kannapolis Pavilion ("Customer"), is made a part of Quotation # PR9-C6834 V12 dated Select Quotation Date ("Quotation") between GE Healthcare and Customer and modifies the Quotation as follows:

- A. Customer warrants and represents to GE Healthcare that Customer has full legal title to the equipment listed below ("Equipment") and/or mobile vehicle in which the Equipment is contained ("Vehicle"), free and clear of all liens and encumbrances and conveys such title, and any registration and license documents (as applicable), to GE Healthcare effective as of the date of the removal or receipt by GE Healthcare of the Equipment and/or Vehicle (as applicable).

<u>Equipment/Vehicle Mfr.</u>	<u>Model &amp; Description</u>	<u>Quantity</u>	<u>ID / Serial #</u>	<u>Trade-In Amount (\$)</u>
Philips	Philips MX8000 CT Scanner	1	704Ph1	\$25,000

- B. In cases where GE Healthcare will be removing the Equipment, GE Healthcare will, at its expense, arrange for removal of the Equipment during Customer's normal business hours or on a mutually agreed schedule. Customer will be responsible for (i) any required rigging, construction or demolition expenses; (ii) any facility reconditioning (unless expressly stated otherwise in the Quotation); and (iii) providing GE Healthcare and/or its contractor(s) with timely, unrestricted access to remove the Equipment. Prior to removal or return to GE Healthcare (as applicable), Customer will ensure that the site where the Equipment is located and the Equipment itself are clean and free of bodily fluids. Customer must also inform GE Healthcare of work-area related safety risks to GE Healthcare employees. Until safety risks are appropriately addressed and the Equipment is removed or returned to GE Healthcare (as applicable), Customer is responsible for risk of loss and damage to the Equipment.
- C. Customer is responsible for the proper management, transportation and disposal of the following materials that may be located at Customer's site in accordance with applicable legal requirements: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations.
- D. Prior to removal or return to GE Healthcare (as applicable), Customer will remove all Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act) from the Equipment and agrees to indemnify GE Healthcare for any loss whatsoever resulting from any PHI that is not removed. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any PHI that is not properly removed from the Equipment by Customer.
- E. If any of the conditions in this Addendum are not fulfilled, or if the Equipment is missing any components or is inoperable at the time of removal or return to GE Healthcare (as applicable), GE Healthcare may at its option reduce the trade-in amount or decline to purchase the Equipment. All other terms and conditions of the Quotation remain unmodified and in full force and effect.

Once this Addendum has been attached to the signed Quotation, this Addendum shall be deemed executed by GE Healthcare and Customer effective as of the date set forth above.

**CMC Kannapolis Pavilion**

**Select GEHC Entity Name**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Attachment D**

### **Equipment Disposal Letter**

December 19<sup>th</sup>, 2013

Carolinas Medical Center Kannapolis Pavilion  
2711 Lane St  
Kannapolis, NC 28083  
Attn: Mr. John Krepshaw

Dear Mr. Krepshaw,

General Electric Company by and through its GE Healthcare Division ("GE Healthcare") thanks you for your continued business and support. GE Healthcare values the relationship we have with Carolinas Medical Center Kannapolis.

GE Healthcare understands and acknowledges that end-user purchasers who acquire diagnostic imaging equipment for use in North Carolina may be subject to certificate of need ("CON") requirements for such equipment. GE Healthcare agrees to use commercially reasonable efforts to help facilitate compliance with applicable CON requirements prior to resale and/or re-installation for obtaining any applicable CON approvals prior to use of such equipment in North Carolina.

Thank you again for the opportunity to earn your business, and if you have any questions, please give me a call at any time.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Henry', written in a cursive style.

Mark Henry  
Product Sales Specialist CT and PET/CT  
GE Healthcare

## **Attachment E**

**Capital Cost Schedule and Architect Signature**

**PROPOSED TOTAL CAPITAL COST OF PROJECT**

**Project name:** CT Scan Replacement, CMC-Kannapolis  
**Provider/Company:** Carolinas HealthCare System

**A. Site Costs**

(1) Full purchase price of land				<u>N/A</u>
Acres	Price per Acre	\$		N/A
(2) Closing costs				<u>N/A</u>
(3) Site Inspection and Survey				<u>N/A</u>
(4) Legal fees and subsoil investigation				<u>N/A</u>
(5) Site Preparation Costs				
Soil Borings			<u>N/A</u>	
Clearing-Earthwork			<u>N/A</u>	
Fine Grade for Slab			<u>N/A</u>	
Roads-Paving			<u>N/A</u>	
Concrete Sidewalks			<u>N/A</u>	
Water and Sewer			<u>N/A</u>	
Footing Excavation			<u>N/A</u>	
Footing Backfill			<u>N/A</u>	
Termite Treatment			<u>N/A</u>	
Other (Specify)			<u>N/A</u>	
Sub-Total Site Preparation Costs				<u>N/A</u>
(6) Other (Specify)				<u>N/A</u>
(7) <b>Sub-Total Site Costs</b>				<u>N/A</u>

**B. Construction Contract**

(8) Cost of Materials				
General Requirements				
Concrete/Masonry				
Woods/Doors & Windows/Finishes				
Thermal & Moisture Protection				
Equipment/Specialty Items				
Mechanical/Electrical				
Other (Specify)				
Sub-total Cost of Materials				<u>30,000</u>
(9) Cost of Labor				<u>20,000</u>
(10) Other (Specify)				<u>0</u>
(11) <b>Sub-Total Construction Contract</b>				<u>50,000</u>

**C. Miscellaneous Project Costs**

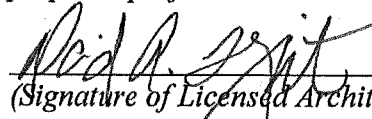
(12) Building Purchase				<u>N/A</u>
(13) Fixed Equipment Purchase/Lease				<u>576,731.30</u>
(14) Movable Equipment Purchase/Lease				<u>N/A</u>
(15) Furniture				<u>N/A</u>
(16) Landscaping				<u>N/A</u>
(17) Consultant Fees				
Architect and Engineering Fees			<u>35,000</u>	
Legal Fees			<u>N/A</u>	
Market Analysis			<u>N/A</u>	
Other (Specify)			<u>10,000</u>	
Other (Abatement)			<u>N/A</u>	
Sub-Total Consultant Fees				<u>45,000</u>
(18) Financing Costs (e.g., Bond, Loan, etc.)				<u>N/A</u>
(19) Interest During Construction				<u>N/A</u>
(20) Other (Contingency)				<u>60,000</u>
(21) <b>Sub-Total Miscellaneous</b>				<u>681,731.30</u>
(22) <b>Total Capital Cost of Project (Sum A-C above)</b>				<u>731,731.30</u>



Attachment E - **PROPOSED TOTAL CAPITAL COST OF PROJECT**

**Project Name: CT Scan Replacement, CMC Kannapolis**  
**Provider/Company: Carolinas HealthCare System**

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

 12/20/13  

---

*(Signature of Licensed Architect or Engineer)*

David A. Wright, AIA NC License No. 3978  
Wright McGraw Beyer Architects