NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

February 14, 2020

Kristy Hubard
2131 S. 17th Street
Wilmington, NC 28401-7407

Exempt from Review – Replacement Equipment

Record #:	**3212**
Facility Name:	New Hanover Regional Medical Center
FID #:	943372
Business Name:	New Hanover Regional Medical Center
Business #:	1308
Project Description:	Replace existing MRI scanner
County:	New Hanover

Dear Ms. Hubard:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of February 6, 2020, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Optima 450W GEM 25 fixed MRI scanner to replace the Signa HDxt 23X sr 120 Echospeed MRI scanner, serial number R3468 1.5t LCC. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction 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 the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a

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

Sincerely,

Tanya M. Saporito
Project Analyst

Martha J. Frisone
Chief

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

New Hanover
Regional Medical Center

3212

Received by Healthcare
FEB - 6 2020
Planning & CON Section

February 6, 2020

Ms. Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

RE: Request for No Review Determination for Replacement of Equipment / New Hanover County

Dear Ms. Frisone:

Pursuant to 10A NCAC 14C.0202, New Hanover Regional Medical Center ("NHRMC") intends to replace a magnetic resonance imaging (MRI) scanner and requests a determination that such replacement is exempt from review because it falls within the definition of NCGS § 131E-184 (a)(7) and the regulations set out in 10A NCAC 14C.0303. The existing MRI scanner at NHRMC was installed in 2004 and has reached the end of its useful life. The existing MRI scanner will be traded-in to GE for a $85,000 credit. There are no construction or renovation costs associated with this project.

MRI Replacement

Site	Equipment to be Replaced	Trade-in of Existing	Total Project Cost
NHRMC	GE Signa HDxt 23X sr120 Echospeed	Y	$643,734

Exemption from Review

Pursuant to NCGS § 131E-184(a): "The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."

NCGS § 131E-176(22a) defines "replacement equipment" as equipment that costs less than $2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

Applicable Regulations

10A NCAC 14C.0303 defines "comparable medical equipment" as equipment that "is functionally similar and which is used for the same diagnostic or treatment purposes." Replacement equipment is comparable if:

(1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
(2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and

(3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

Replacement equipment is not comparable to the equipment being replaced if the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

Compliance

NHRMC hereby certifies that:

1. The estimated project costs for the replacement of the existing MRI scanner is less than $2,000,000.
2. The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use, which will be traded in for disposal and removed from North Carolina. A comparison of the existing and replacement equipment is provided in Exhibit A.
3. The replacement equipment is functionally similar to existing equipment and will be used for the same diagnostic and/or treatment procedures as the equipment currently in use.
4. No increase in charges will occur within the first twelve months after the replacement equipment is acquired.
5. The average cost per MRI scan will not increase as a result of the equipment replacement.

Determination Requested

NHRMC requests that the Division of Health Service Regulation make a determination that the replacement of the MRI scanner, as proposed herein, does not constitute new institutional health services and is thus exempt from certificate of need review.

If you require additional information concerning this request, please contact me at 910-667-5908.

Sincerely,

Kristy Hubard

Kristy Hubard
Chief Strategy Officer
New Hanover Regional Medical Center

Exhibit A - Existing/Replacement Equipment Comparison

New Hanover
Regional Medical Center

EQUIPMENT COMPARISON

Exhibit A

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	MRI	MRI
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	1.5T	1.5T
Model Number	Signa HDxt 23X sr120 Echospeed	Optima 450W GEM 25
Serial Number MAGNET SERIAL NUMBER	R3468 1.5t LCC	TBD
Provider's Method of Identifying Equipment VERSION	23X	TBD
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	July 2004	TBD
Dues Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	Used (Refurbished)
Total Capital Cost of Project (Including Construction, etc.)	N/A	N/A
Total Cost of Equipment	$456,000	$643,734
Fair Market Value of Equipment	$85,000	$728,734
Net Purchase Price of Equipment	N/A	$643,734
Locations Where Operated	MRI Suite at Main Campus	MRI Suite at Main Campus
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	Diagnostic MRI	Diagnostic MRI
Type of Procedures New Equipment is Capable of Performing	N/A	Same as Existing MRI

GE Healthcare

January 29, 2020
Quote Number: **2005790660.10**
Customer ID: **1-23I6IC**
Agreement Expiration Date: **4/28/2020**

New Hanover Regional Medical Center
2131 S 17th St
Wilmington, NC 28401-7407

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	GEHC Standard Terms Apply
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	$643,734.04
Sales and Use Tax Exemption	No Certificate on File

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, by GE HEF otherwise, select lease)

___ Cash*
___ Lease
___ GE HEF Loan
___ If financing, please provide name of finance company: _____)

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

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

New Hanover Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Pete Swyt

Title: Imaging Account Manager

Date: January 29, 2020

GE Healthcare

January 29, 2020
Quote Number: **2005790660.10**
Customer ID: **1-23I6IC**
Agreement Expiration Date: **4/28/2020**

To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Pete Swyt

Email: peter.swyt@ge.com

Phone: 843-810-0935

Fax:

Name: Scott Ramsey

Email: scott.ramsey@ge.com

Phone: 919-621-1657

Fax: 919-869-1618

Payment Instructions

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

GE Precision Healthcare LLC
P.O. Box 96483
Chicago, IL 60693

FEIN: 83-0849145

New Hanover Regional Medical Center **Addresses:**

Bill To:	NEW HANOVER REGIONAL MEDICAL CENTER	NEW HANOVER REGIONAL MEDICAL, CENTER PO BOX 1649 WILMINGTON, NC, 28402-1649
Ship To:	NEW HANOVER REGIONAL MEDICAL CENTER	CENTER, 2131 S 17TH ST, , WILMINGTON, NC, 28401-7407

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:
  - The correct Quote number and Version number above
  - The correct Remit To information as indicated in **"Payment Instructions"** above
  - Your correct SHIP TO and BILL TO site name and address
  - The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number **** OR**** Verbiage on the purchase order must state one of the following:

(i)Per the terms of Quotation # _____, (ii) Per the terms of GPO #_____; (iii) Per the terms of MPA# _____: or (iv) Per the terms of SAA # _____.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

Line	Qty.	Catalog	
1	1.00	S5000WB	**GoldSeal Optima 450W GEM 25**

The GoldSeal Optima MR450w GEM 1.5T MR system from GE Healthcare is designed to deliver a comfortable patient-friendly environment while also delivering uncompromised clinical performance and streamlined workflow.

The Essential platform package delivers the system electronics, operating software, imaging software, post-processing software and RF coil suite for the Optima MR450w GEM system:
- eXtreme Gradient Technology
- Acoustic Reduction Technology
- OpTix RF Receive Technology
- Volume Reconstruction Engine
- Computing Platform and DICOM
- GEM Express Patient Table with IntelliTouch
- GEM Suite - Essential Coil Package
- Express Workflow and In-Room Operator Console
- ScanTools and Essential Tools
- Cable Concealment Kit

eXtreme Gradient Technology:
The Optima MR450w GEM system utilizes the 34/150 gradient driver Technology to deliver premium clinical performance. The eXtreme gradients are non-resonant and actively shielded to minimize eddy currents. The gradients deliver high fidelity reproducibility through a digital control architecture that features a dedicated active feedback loop that regulates current errors, and a feed-forward model that matches amplifier output to gradient coil. The gradient coil and the RF body coil are integrated into a single module that is both water and air cooled.
- Peak amplitude per axis: 34 mT/m
- Peak slew rate per axis: 150 T/m/s
- Peak current: 660 Amps
- Peak voltage: 1650 Volts
- Maximum FOV: 50cm
- Duty Cycle: 100%

Acoustic Noise Reduction Technology:
The Optima MR450w GEM system features five levels of acoustic reduction technology to deliver an enhanced patient environment. Magnet interaction with the building is addressed through the vibro acoustic dampening pad. Resonance module interaction with support structures within the magnet is addressed through design that clearly separates the components. Mass-dampened acoustic barriers further reduce noise for the patient, a ScanTools provide a user selectable gradient waveform optimization.
- Gradient coil isolation
- RF coil isolation
- Acoustic dampening material
- Vibro-acoustic isolation
- Gradient waveform optimization

OpTix RF Receive Technology:
The Optima MR450w GEM system utilizes the OpTix RF receive chain to enable high bandwidth, high channel count reception with improved SNR over conventional MR receiver designs. The MR signal is digitized within the scan room and then optically transmitted to the reconstruction engine in the electronics room increasing SNR for all volume acquisitions, independent of which surface coil is being used.
- Coil input ports: 138
- Simultaneous channel/receivers: 32
- Receiver sampling per channel: 80 MHz
- Receiver dynamic range at 1 Hz BW: >165 dB
- Receiver resolution: up to 32 bits
- Digital quadrature demodulation

Volume Reconstruction Engine:
The Optima MR450w GEM system features a powerful volume reconstruction engine with onboard memory and local raw data storage to support and maintain simultaneous data acquisition and reconstruction under the most demanding applications. VRE uses 64-bit computing, delivering high acquisition memory and fast performance. Parallel processing and high-speed interconnects provide scalable memory and throughput. The acquisition to disk feature automatically expands the memory per the demands of the application.
- 13,000 2D FFTs/second 256x256 full FOV
- 72GB ECC DDR3 1333 memory
- 4 x 146GB hard disk storage

Computing Platform and DICOM:
The Optima MR450w GEM system computing platform is designed for efficiency and built upon a parallel, multiprocessor design that delivers th simultaneity and speed needed for advanced clinical operation. Productivity, efficiency and streamlined data management are assured through simultaneous scanning, reconstruction, filming, archiving, networking and post-processing. The scan control keyboard features intercom speaker, microphone, volume controls, start scan, pause scan, stop scan and table advance to iso-center controls.Please refer to the Optima MR450w GEM product data sheet for greater detail.
- Single tower configuration
- 24"" flat panel LCD widescreen
- 1920 x 1200 resolution
- 8GB DDR3 memory
- 146GB SAS disk subsystem
- DVD interchange

The Optima MR450w GEM system generates MR Image, Secondary Capture, Structured Report, and Gray Scale Softcopy Presentation State DICOM objects. The DICOM networking supports both send and query retrieve as well as send with storage commit to integrate with PACS archive. Additionally, the Optima MR450w GEM system supports the CT and PET image objects for display allowing the user to refer to previous exams. Please refer to the DICOM Compliance Statement for Optima MR450w GEM for further details.

GEM Express Patient Table with IntelliTouch:
The Optima MR450w GEM system features the GEM Express table which is a mobile patient transport device with an embedded high-density, GEM Posterior RF Array and touch sensitive IntelliTouch land-marking.

The fully detachable GEM Express table is easily docked and undocked by a single operator and Simple to move in and out of the exam room for patient transport & preparation. These features can be vital in instances where multiple patient transfers can negatively impact patient care or when emergency extraction is required.

The GEM Express table and embedded GEM PA coil are designed to accommodate head-first or feet-first imaging for all supported exams. The table features three high-density coil connection ports: one at each end and one embedded for the GEM PA. Two additional coil connection ports are included in the docking mechanism.

The GEM Express table features a set of Patient Comfort pads designed with variable density foam that uniquely compresses based on patient geometry and weight. The pad coating is strong, easily cleaned, and processed with an Ultra Fresh treatment. An anti-skid undersurface reduces pad movement.
- Maximum patient weight for scanning: 500 lbs
- Maximum patient weight mobile: 500 lbs
- Maximum patient weight for lift: 500 lbs
- 205 cm symmetrical scan range
- Automated vertical and longitudinal power Drive
- Fast longitudinal speed: 30 cm/sec
- Slow longitudinal speed: 0.5 cm/sec
- Integrated arm boards
- Integrated non-ferrous IV pole
- IntelliTouch land-marking

- Laser alignment land-marking
- Variable density patient comfort pads with Ultra-Fresh coating and anti-skid undersurface

The Optima MR450w GEM system has automated many routine tasks to simplify patient preparation and gain productivity. With IntelliTouch technology, In-Room Operator Console and dual-sided controls the technologist can touch the table sensor and the advance to scan button to complete the following:
- Landmark the patient
- Activate the surface coil
- Center the patient in the bore
- Start scanning
- Acquire, process and network images

GEM Suite - Essential Coil Package:
The Geometry Embracing Method - GEM - Suite of coils for the Optima MR450w GEM system was designed to enhance patient comfort and image quality while simplifying workflow. The GEM design ensures that the geometry of the surface coil matches the geometry of the patient. In addition, the GEM Suite is fully integrated into the GEM Express table, and the system automatically selects the coil mode
configuration that best fits the selected region of interest.

The Essential Coil Package includes:
- GEM Posterior Array
- GEM Head and Neck Unit
- GEM Anterior Array
- GEM Standard Flex Suite
- 3-channel Shoulder Array

The GEM Posterior Array is designed to Provide optimal element geometry for each targeted Anatomy by using different element geometries for the cervical-to-thoracic spine transition, thoracic and lumbar spine, and the body. This approach maximizes the SNR by matching the geometry of the coil elements
to the size and shape geometry of the anatomy. The GEM PA supports parallel imaging in all three scan planes.
- Elements: 40
- Length: 100 c
- Width: 40 cm
- S/I coverage: 100cm head-first or feet-first
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

The GEM PA is designed to be used in conjunction with the GEM HNU, GEM AA or GEM Small AA (purchased separately), and the GEM PV Array (purchased separately), In addition, the GEM PA is invisible to additional surface coils when they are placed directly on top of the surface. Unique electronic decoupling circuits ensure there is no interference between the coils enabling the GEM PA to remain in place for all exams.

The GEM Head and Neck Unit comprises the head base-plate and three anatomically optimized anterior arrays: the anterior Neuro-vascular array, the anterior cervical spine array, the anterior open-face array.

The GEM HNU may be positioned at either end of the GEM Express table to support head-first or feet-first imaging and may remain in place for all body, vascular, spine, and the majority of MSK exams. The GEM HNU base plate supports the patient's head and contains three rows of elements separated in both the superior/inferior and right/left dimensions. The Comfort Tilt variable-degree ramp can be positioned under the HNU base plate to elevate the superior end of the coil to match the patient's head and neck position.
- Elements: up to 28 combined with PA and AA
- Length: 49.5 cm
- Width: 38.8 cm
- Height with NV Array: 36.8 cm

- Height with Cervical Array: 33.6 cm
- Height with Open Array: 25.7 cm
- S/I coverage: up to 50 cm with PA and AA
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

The GEM Large Anterior Array facilitates chest, abdomen, pelvis, and cardiac imaging. The GEM AA is lightweight, thin and flexible, and pre formed to conform to the patient's size and shape. With 54 cm of S/I coverage, the GEM AA permits upper abdomen and pelvis imaging without repositioning the coil.
- Elements: up to 36 combined with PA
- Length: 55.6 cm
- Width: 67.3 cm
- Height: 3.6 cm
- S/I coverage: 54 cm
- R/L coverage: up to the full 50 cm FOV
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

The GEM Flex Suite is a versatile set of high density 16CH receive arrays designed to provide high quality imaging in a wide range of clinical applications. The high degree of flexibility is particularly advantageous when imaging patients that do not fit the constraints of rigid coils, improving the patient and technologist experience. Consistent with the GEM design philosophy, the size and shape of the elements in each flexible coil have been optimized for high SNR and parallel imaging.

This standard set includes two coil sizes and a knee stabilization fixture designed for compatibility with the GEM Express table.
- Large Flex Array: 23 cm x 70 cm
- Medium Flex Array: 23 cm x 48 cm
- GEM Flex Interface Module P-Connector
- GEM Flex Knee Stabilization Fixture
- GEM Flex Strap and Interface Module Cover
- GEM Flex Cable Take-up Pad and General Purpose Stabilization Pad

The 3-channel Shoulder Array offer the increased signal-to-noise characteristic of phased-array technology, along with unique sleeve design that delivers exceptional joint-imaging capabilities.

Express Workflow and In-Room Operator Console:
The Optima MR450w GEM system incorporates features designed to streamline and automate workflow. At the same time, the flexibility of the interface helps ensure the acquisition is tailored to every patient while the steps to set-up are consistent. Express Exam Workflow includes the following:
- In-Room Operator Console and controls.
- Protocol Management: Protocol Libraries, ProtoCopy, Protocol Notes, Modality Worklist.
- Workflow Management and Auto Features: Workflow Manager, Linking, AutoStart, AutoScan, Auto Coil Prescription, AutoVoice, Auto Calibration.
- Inline Processing and Inline Viewing.

The In-Room Operator Console mounted on the front of the magnet and dual-sided controls enable interaction with the host computer from t magnet room. The user has direct control or selection of:
- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and position
- Cardiac gating waveform display
- EKG lead confirmation with gating control: trigger select, invert, and reset
- Respiratory waveform display
- IntelliTouch Landmarking
- AutoStart

- Display of coil connection and status
- Display of table location and scan time
- Screen saver

The Optima MR450w GEM system enables complete control of protocols for simple prescription, archiving, searching, and sharing. Protocols are organized into two libraries: GE authored and Site Authored. In addition, ProtoCopy enables a complete exam protocol, from either a library or previous exam, to be shared with a mouse click, and Protocol Notes allows customized notes to be saved with the protocol parameters. The Modality Worklist provides an automated method of linking exam and protocol information for a patient directly from a DICOM Worklist server.

The Workflow Manager controls the execution of scan prescription, acquisition, processing, viewing and networking and may automate these steps, when requested by the user, through the selection of Linking and AutoScan. Auto Coil Prescription will automatically select the optimum subset of elements for scanning based on the prescribed FOV once the landmark has been set, & AutoStart will automatically start the 1st acquisition as soon as the technologist exits the magnet room. In addition, AutoVoice ensures that consistent and repeatable instructions are delivered to the patient, and Auto Calibration will automatically acquire a calibration scan for ASSET and/or PURE when needed.

Processing steps are automatically completed with Inline Processing once the data have been Reconstructed and the images saved into the database. For certain tasks, the user must accept the results or complete additional steps prior to saving the images. These automatic Inline Processing steps can be saved into the Protocol Library.

Inline Viewing allows the user to conveniently view, compare, and analyze images from the Scan Desktop by selecting the desired series from the Workflow Manager.

ScanTools and Essential Tools for Optima MR450w GEM comprise a comprehensive package of pulse sequences, core applications, imaging options and postprocessing capability optimized for 1.5T performance. Please refer to the Optima MR450w GEM product data sheet for detailed descriptions

- Spin Echo and Fast-Spin Echo suites: SE, FSE, FSE XL, Fast Recovery FSE, FSE Inversion Recovery, 3D FSE, Single-Shot FSE, Single-Shot FSE IR.
- T1 FLAIR and T2 FLAIR CNS imaging.
- Gradient Echo suite: 2D and 3D GRE, 2D and 3D Fast GRE, 2D and 3D Spoiled PGR, 2D and 3D Fast SPGR.
- 2D and 3D Dual Gradient Echo body imaging.
- SPECIAL spectral-spatial, inversion-based fat suppression for 3D FGRE sequences.
- Echo Planar Imaging suite: SE-based EPI, GRE-based EPI, Single-Shot EPI, Multi-Shot EPI, Multi-Phase EPI, FLAIR EPI.
- Diffusion-Weighted EPI imaging with b values up to 10,000 s/mm2.
- FIESTA steady-state imaging includes 2D FIESTA cardiac imaging, 2D FatSat FIESTA body imaging, 3D FIESTA Neuro imaging, 3D FatSat FIESTA coronary imaging.
- PROPELLER 3.0 motion-insensitive imaging with T1 FLAIR, T2, T2 FLAIR or PD weighted contrast - enabled in all scan planes.
- PROPELLER 3.0 DWI FSE-based diffusion weighted imaging with radial k-space filling.
- 3D Cube 2.0 high-resolution FSE-based imaging with T1, T2, T2 FLAIR or PD-weighted contrast.
- 3D BRAVO high-resolution SPGR-based T1-weighted brain imaging.
- ReadyBrain automated scan prescription for brain exams.
- 2D and 3D MERGE multi-echo GRE-based CNS imaging.
- 3D COSMIC high-resolution GRE-based cervical spine imaging.
- 3D LAVA single breath-hold, high resolution SPGR-based T1-weighted liver imaging with SPECIAL fat suppression.
- Time-of-Flight MRA Suite: 2D TOF, 2D Gated TOF, 3D TOF and Enhanced 3D TOF.
- Phase Contrast MRA Suite: 2D PC, 3D PC, Cine PC.
- SmartPrep automated bolus detection.
- Fluoro-Trigger MRA real time bolus monitoring with interactive triggering.
- QuickSTEP automated multi-station acquisition.
- iDrive Pro real time interactive imaging.
- Double/Triple IR black-blood cardiac imaging with/without fat suppression.
- FastCINE functional cardiac imaging with full R-wave coverage.
- 2D and 3D GradWarp automated distortion correction.
- ARC acceleration 3D data-based, auto calibrating parallel imaging technique with acceleration factors up to 3X.

• ASSET image-based parallel imaging technique with acceleration factors up to 3X.
• Cardiac gating/triggering, compensation, blood suppression, flow compensation.
• Respiratory gating/triggering, compensation.
• DE Prep, IR Prep, T2 Prep.
• ZIP 1024, ZIP 512, 2X Slice ZIP, 4X Slice ZIP.
• IVI inline, interactive post-processing for vascular MRA data sets.
• Multi-Planar Volume Reformat inline, interactive post-processing for 3D volume data sets.
• FuncTool Performance advanced post processing algorithms: ADC maps, eADC maps, Negative Enhancement Integral, Positive Enhance Integral, Mean Time to Enhance, Signal Enhancement

Ratio, Maximum Slope Increase, Maximum Difference Function, Correlation Coefficients, Diffusion Tensor, and 2D/3D CSI.
• MR Pasting automated integration of multi station exams into a single image.
• Image Fusion overlays multiple images from separate acquisitions on one another for enhanced visualization.
• BrainStat GVF automated calculation of parametric maps for Cerebral Blood Flow, Blood Volume, Mean Transit Time and Time to Peak signal intensity using a gamma variant fitting algorithm.
• BrainStat AIF calculation of parametric maps for Cerebral Blood Flow, Blood Volume, Mean Transit Time and Time-to-Peak signal intensity using an automated or manually specified arterial input function algorithm.

Warranty
This product includes a one year warranty.

Availability
Since GoldSeal Refurbished Equipment may be offered simultaneously to several customers, its sale to you is subject to availability and subject to prior sale at the time you offer to purchase it. If the equipment is no longer purchase it. If the equipment is no longer GoldSeal Refurbished Equipment in our inventory that meets your needs, and (2) if substitute equipment is not acceptable to you, GE will cancel your order and refund any deposit you have paid us for the canceled order.

Line	Qty.	Catalog	
2	1.00	L7000ZR	**GS MR450W GEM Magnet**

Line	Qty.	Catalog	
3	1.00	M7000VA	**Vibroacoustic Dampening Kit**

Material in the Vibroacoustic Dampening Kit can significantly attenuate the transmission of gradient-generated acoustic noise through the building structure to nearby areas, including adjacent rooms and floors above or below the MR suite. If this kit is applied during the installation of a new magnet, no additional service charges are necessary. However, installation of the Vibroacoustic Dampening kit under an existing magnet requires special steps. The steps to prepare the site and steps to install, such as modifications to the RF screen room, and other magnet rigging, modifications to the RF screen room, and other finishing work, are not covered in the pricing.

Line	Qty.	Catalog	
4	1.00	M7000WL	**Main Disconnect Panel**

The Main Disconnect Panel safeguards the MR system's critical electrical components, by providing complete power distribution and emergency-off control.

Line	Qty.	Catalog	
5	1.00	S7505EK	**Preinstallation Collector and Cable Concealment Kit**

The Preinstallation Collector delivers to the site in advance of the magnet and main electronic components. This facilitates the later delivery and installation of supporting electronics. The following are the main components in the Preinstallation collector:
- Heat exchange cabinet for distribution of chilled water.
- Primary Penetration wall panel for support of the penetration cabinet.
- Secondary Penetration wall panel for support of gradient filters, helium cables, and chilled air and water.
- Helium cryocooler hose kit.

The Cable Concealment Kit accommodates a wide-range of scan room ceiling heights and is designed to provide a clean-look installation by concealing the overhead cabling from view.

Line	Qty.	Catalog	
6	1.00	S4500YH	**Optima MR450w Cable Configuration - A**

To accommodate various electronic and scan room configurations and sizes, the MR450w has preset lengths of cables and connector kits to speed system installation. This cable collection is compatible with fixed and relocatable building configurations.

Line	Qty.	Catalog	
7	1.00	M3335JZ	**English Keyboard**

Required for our operator console. This keyboard is ergonomically designed to keep your staff comfortable even through the longest shifts. The scan control keyboard assembly has an intercom speaker, microphone, volume controls and emergency stop switch.

Line	Qty.	Catalog	
8	1.00	M1000MW	**Operator Console Table**

The Operator Console Table is designed specifically for the color LCD monitor and keyboard.

Line	Qty.	Catalog	
9	1.00	M3335CB	**1.5T Calibration Phantom Kit**

The 1.5T Calibration Phantom Kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.

Line	Qty.	Catalog	
10	1.00	M3335CA	**Calibration Kit Phantom Holder Cart**

Calibration Kit Phantom Holder Cart

Line	Qty.	Catalog	
11	1.00	G6000ZC	**GEM ELEC DOCK**

Line	Qty.	Catalog	
12	1.00	R32052AC	**Standard Service License**

The Standard Service License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
13	1.00	S7525CH	**Cardiac Expert Package**

The Cardiac Expert Package includes the following:
- 2D and PS-MDE
- MDE+
- Cine IR
- Blackblood SSFSE
- FGRE Time Course

2D MDE combines a Fast Gradient Echo pulse sequence with an inversion pulse and cardiac gating to enable delayed enhancement imaging of the heart. The technique uses an IR preparation pulse with an inversion time (TI) typically selected to differentiate normal from enhancing myocardial tissue. Image data are collected in a 2D slice mode.

Phase-sensitive myocardial delayed enhancement (PS-MDE) is a variation of 2D MDE that uses a phase-sensitive inversion recovery reconstruction technique that can improve contrast between tissues with reduced dependency on the user-selected inversion time (TI) compared to conventional magnitude reconstruction. Not compatible with ReportCard 4.0.

MDE+ provides a B1 insensitive inversion pulse to improve the uniformity of the signal for MDE acquisitions. Additionally, improved performance for delayed enhancement is introduced through utilization of a fat suppression pulse integrated into the MDE acquisition.

Cine IR is used for approximating the myocardial null point for a subsequent myocardial viability assessment with delayed enhancement (MDE) techniques. Cine IR is a conventional ECG-gated, gradient-recalled echo FastCard or FastCine acquisition sequence with a multi-phase readout and an inversion recovery (IR) preparation. A single adiabatic inversion pulse is generated upon detection of the cardiac R-wave to trigger the multi-phase readout. Multi-phase images are generated within the cardiac cycle, each at a progressively longer TI time.

Black Blood SSFSE is available for either dual or triple inversion pre-pulse single shot FSE based acquisition utilized for morphological imaging of the heart and vessels. The use of inversion pre-pulses allow for nulling of the blood pool for improved visualization of vessels and heart structures. Utilization of single shot acquisitions allows for single breath hold multi-slice coverage which leads to larger volume coverage in fewer breath holds for patient tolerance as well as reduction of overall exam times.

Fast Gradient Recalled Echo Time Course utilizes single-echo acquisition to reduce sensitivity to echo mis-alignment or system calibration variations, resulting in robust image quality with ghosting and artifact reduction. ASSET parallel imaging and shortened RF pulse design are incorporated to improve temporal resolution and reduce motion related artifacts. In addition to selective notch pulse, it also supports non-selective saturation pulse for excellent background suppression and multi-plane imaging capability.

Line	Qty.	Catalog	
14	1.00	S7024CK	**Vascular Expert Package**

The Vascular Expert Package contains the following:
- Inhance Suite 2.0
- TRICKS
- Flow Analysis

The Inhance Suite application consists of several sequences designed to provide high-resolution images of the vasculature with short-acquisition times and excellent vessel detail. These sequences include: Inhance Inflow IR: Inhance Inflow IR is an angiographic method, which has been developed to image renal arteries with ability to suppress static background tissue and venous flow. This sequence is based on 3D FIESTA, which improves SNR, as well as produce bright blood images.

Inhance 3D Velocity: Inhance 3D Velocity is designed to acquire angiography images in brain and renal arteries with excellent background suppression in a short scan time. By combining a volumetric 3D phase contrast acquisition with parallel imaging, efficient k-space traversal, and pulse sequence optimization, Inhance 3D Velocity is capable of obtaining complete Neurovascular imaging in 5-6 minutes.

Inhance 3D Deltaflow is a 3D non-contrast enhanced MRA application for peripheral arterial imaging. Inhance 3D Deltaflow is based on the 3D Fast Spin Echo technique and it utilizes the systolic and diastolic flow differences to help generate arterial signal contrast. A subtraction of the systolic phase from the diastolic phase images results in arterial only images, with venous and background suppression.

Inhance 2D Inflow: The Inhance 2D Inflow pulse sequence is designed to acquire angiography images of arteries, which follow almost a straight path, i.e. femoral, popliteal, carotid arteries, etc.

TRICKS provides high resolution multi-phase 3D volumes of any anatomy for fast accurate visualization of the vasculature. With segmented complex data recombination, TRICKS can accelerate 3D dynamic vascular imaging without compromising spatial detail. TRICKS also uses elliptic centric data collection for optimized contrast resolution and auto-subtraction for optimized background suppression. The result is time course imaging that does not require timing or triggering, provides high temporal and high spatial resolution, and enables the extraction of optimum phases of data. As a result, TRICKS enables reliable, high quality vascular imaging.

Flow Analysis automates the review and analysis of gated phase contrast magnetic resonance (MR) images and generates a report for the referring physician. This version is available on the host computer. Flow Analysis has an automated edge detection algorithm that propagates through all the phases of the cine phase contrast series.

The flow analysis measurement tab displays a summary chart of peak velocities in addition to individual velocity results from each phase of the cardiac cycle. A background correction may also be applied which is particularly suited to slow flowing fluid such as cerebrospinal fluid.

Customizable Macros are a feature of Flow Analysis 4.0. These Marcos allow the user to quickly write a report specific to the patient being assessed with simple mouse clicks. The macros are customizable to reflect the language used by the reporting physician.

Flow Analysis offers the capability to archive reports or cine images as seen in a DICOM format so they may be viewed on any DICOM viewer.

Line	Qty.	Catalog	
15	**1.00**	**S7525CR**	**Breast Expert Package - GEM 1.5T**

The Breast Expert Package includes the following:
- VIBRANT
- 1.5T 8-channel GEM Breast Array

VIBRANT is a fast, high resolution T1-weighted imaging sequence and application optimized for evaluation of breast tissue. VIBRANT uses parallel imaging acceleration to quickly acquire multi-phase data without compromising spatial resolution. This 3D gradient echo technique, optimized for sagittal or axial acquisitions, uses an optimized inversion pulse and dual-shimming technology that yields enhanced image contrast and robust, uniform, bilateral fat suppression. For improved tissue contrast, VIBRANT is compatible with Flex imaging (sold separately). VIBRANT Flex acquisition will provide a water-only, fat-only, in-phase and out of phase data sets in a single acquisition and produce images with significantly reduced chemical shift and susceptibility artifacts.

The 1.5T GEM Breast Array generates high-definition breast images, designed for optimized use with ASSET and ARC parallel

imaging techniques to accelerate image acquisition for both 2D and 3D data sets. The eight element phased-array coil helps ensure excellent temporal and spatial resolution, patient after patient. The array is compatible with VIBRANT, VIBRANT Flex, IDEAL, Fast Spin Echo, Fast Gradient Echo, spectroscopy and diffusion imaging sequences, and includes a set of MR compatible biopsy grids.

Line	Qty.	Catalog	
16	1.00	M7000CT	**DTI - Diffusion Tensor Imaging**

Diffusion Tensor Imaging (DTI) creates contrast based on the degree of diffusion anisotropy in cerebral tissues such as white matter. The DTI method expands Echo planar imaging capability to include diffusion imaging sequence using motion sensing gradient pulses along 6 to 155 orientations in order to generate tensor component images. With the Express Workflow, fractional anisotropy (FA) and Volume Ratio Anisotropy (VRA) maps may be automatically created after image acquisition without any user intervention.

Line	Qty.	Catalog	
17	1.00	M7000CW	**FiberTrak**

White matter tracts and tissues with high fractional anisotropy are easily displayed and visualized in the 3D Volume Viewer with FiberTrak. This host computer post processing tool expands the capability of Diffusion Tensor imaging by generation of 2D color orientation maps, 2D eigenvector maps, and 3D tractography maps from the diffusion tensor image data. The resulting datasets may be easily saved and archived for later use.

Line	Qty.	Catalog	
18	1.00	M3333WG	**PROBE PRESS Single-Voxel Spectroscopy**

PROBE PRESS enables single-voxel proton brain spectroscopy using the PRESS pulse sequence. PROBE PRESS acquires and displays volume localized, water suppressed 1H spectra in a single-voxel mode for the non-invasive assessment of invivo metabolites. Graphic prescription of the spectroscopic volume and automated reconstruction make this tool easy to use.

Line	Qty.	Catalog	
19	1.00	S7525DP	**MSK Elite Coil Package II - GEM 1.5T**

The MSK Elite Coil Package II includes the following:
- 1.5T 8-Channel Wrist Array - Invivo
- 1.5T 8-Channel Foot/Ankle Array - GE

The 8-Channel Wrist Array generates high definition images of the hand and wrist. The one-piece, ovoid, hinged design is optimal for small-FOV imaging and provides 12-cm S/I coverage. The coil can be positioned overhead or at the patient's side in either a vertical or horizontal orientation.

The 8-Channel Foot/Ankle Array produces high-resolution images of the foot and ankle by incorporating an 8-channel phased array design in a unique "ski" boot design. The unique coil design has excellent distal coverage and supports multiple foot positions for optimizing studies. Parallel imaging is supported to reduce acquisition times.

Line	Qty.	Catalog	
20	1.00	M7005BE	**Flex Array Positioner**

The Flex Array Positioner is a multipurpose support for a broad range of exams including foot, ankle, forefoot, knee, and head. A dedicated forefoot attachment allows the flex array elements to be wrapped tightly around the foot, yielding improved image

quality. A repositionable support pad in the foot and ankle attachment allows for selection of a 90 degree position, or a relaxed position of the ankle. The pads and straps included with the stabilizer facilitate rapid setup and allow for flexibility in how the anatomy is secured.

Line	Qty.	Catalog	
21	1.00	E8911CG	**Manual Cryogen Compressor Water Bypass**

GE MR Heat Exchanger Manual Cryogen Compressor Water Bypass Option

Add a level of magnet protection with a Manual Cryogen Compressor Bypass. In case of a power failure, you can cycle municipal or facility water through the cryogen compressor and reduce cryogen loss and reduce the likelihood of quenching.

FEATURES AND BENEFITS
- Easy to install and simple to use
- Helps switch over water supply to your cryogen compressor in the event of loss of power to reduce cryogen loss
- Includes fluid supply pressure gauge, temperature gauge and flow rate meter for easy verification of operation
- Manual operation reduces unintentional switch-overs and coolant dumping during brown-outs and supply power glitches

COMPATIBILITY
Must be used with a GE MR Heat Exchanger:
- E8911CA
- E8911CB
- E8911CC
- E8911CD
- E8912CA
- E8912CB
- E8912CC
- E8912CD

NOTE: Item is NON-RETURNABLE and NON-REFUNDABLE

Line	Qty.	Catalog	
22	2.00	W0310ALL	**TIP DAY OF APPLICATIONS TRAINING**

A single day of applications training delivered at customer's site for any GE Healthcare Diagnostic Imaging system, Monday-Friday, 8am to 5pm. Customer will work with GE Healthcare to schedule appropriate times to deliver applications training. Training must be completed within 12 months from purchase.

Line	Qty.	Catalog	
23	1.00	M7001SE	**FOCUS**

FOCUS delivers a highly efficient method for increasing the resolution in Single Shot DW EPI sequences. The outcome delivers robust high resolution results while removing artifacts typically induced from motion, image backfolding or unsuppressed tissue. In addition, with the higher efficiency of the application, the reduced field of view imaging leads to a reduction in blurring that translates into an overall improvement to the image quality result. The sequence utilizes 2D selective excitation pulses in DW-EPI acquisitions to limit the prescribed phase encoded field of view at both 1.5T and 3.0T field strengths.

Line	Qty.	Catalog	
24	1.00	M7000PF	**MAVRIC SL**

MAVRIC SL is an advanced magnetic resonance imaging technique for imaging soft tissue and bone near MR conditional metallic instrumentation and implants. MAVRIC SL is designed to greatly reduce susceptibility-related artifacts and distortions, compared to conventional fast spin echo techniques, and is suitable for use on all patients cleared for MR exams.

Line	Qty.	Catalog	
25	1.00	NI_MR_PURC_SUPPLY	**Hardware and software items sourced directly from 3rd parties**
			Comments

Koolant Koolers Fluid to Fluid Heat Exchanger Package, HEX00167-2PR-NF-L-M 800217

Total Quote Subtotal:	**$728,734.04**

Qty.	Credits and Adjustments	
1.00	1.5T SIGNA HDxt TwinSpeed UPG from HD Trade-in	-85,000.00

Total Quote Net Selling Price:	***$643,734.04***

Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on January 29, 2020, between the GE Healthcare business identified on the Quotation and **New Hanover Regional Medical Center** ("Customer"), is made a part of Quotation # **2005790660.10 ^** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; and (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE Healthcare the ability to complete Equipment inspection and testing prior to de-installation within the timeframe required by GE Healthcare, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE Healthcare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless stated otherwise in the Quotation; and (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned.

C. Prior to removal or return to GE Healthcare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE Healthcare for any loss resulting from PHI not removed. GE Healthcare has no obligation in connection with PHI not properly removed.

D. GE Healthcare may reduce the trade-in amount or decline to purchase the Trade-In Equipment if: (i) the terms of this Addendum are not met; or (ii) it is missing components or is inoperable when removed or returned. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Equipment/Vehicle Mfr	Model & Description	Quantity	* ID / Serial #	Trade-In Amount
	1.5T SIGNA HDxt TwinSpeed UPG from HD Trade-in	1.00	910343NHMR	$ -85,000.00

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

New Hanover Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

GE Healthcare

Signature: _____

Print Name: _____

Title: _____

Date: _____

^ A Quotation number must be provided on this document.

* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).

1. Definitions. As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" is Product support or professional services. "Healthcare IT Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software; and/or (v) any Product or Service that is identified in a Healthcare IT Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment is shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.

2. Term and Termination. Services and/or Software licenses will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate it. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.

3. Software License. Other than as identified in the Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only. Customer's employees, agents and independent contractors may use the Software, but Customer is responsible for their acts. Customer-controlled entities may use the Software, but these entities will agree to these terms and pay additional license fees. Independent contractors that supply products comparable to the Software cannot be provided access to the Software unless GE Healthcare has provided its prior written consent. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE Healthcare provides Third Party Software, Customer will comply with the relevant license terms, and licensors are third-party beneficiaries of this Agreement.

Customer must not: (i) display or make available the Software to any other entity; (ii) transfer the Software outside the United States or Customer's network; (iii) decompile, disassemble or reverse engineer the Software or attempt to learn its source code, structure or algorithms; (iv) modify, translate or create derivative works based on the Software; (v) modify markings, labels or notices of proprietary rights of the Software or Documentation; (vi) release results of testing or benchmarking of the Software; or (vii) use the Software outside of the scope defined in this Agreement or the Quotation.

Software and Documentation is licensed to Customer, but no title or other ownership interest passes. No rights are granted except as expressly provided in this Agreement or the Quotation. If the parties enter into a statement of work related to a Quotation ("SOW"), GE Healthcare owns all deliverables and intellectual property developed during performance. Customer assigns, and will cause its employees and independent contractors to assign, to GE Healthcare all of its rights to the SOW deliverables and intellectual property. GE Healthcare grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the SOW deliverables subject to the limitations in this Agreement.

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

4.1.1. Cancellation. If Customer cancels an order prior to shipment without GE Healthcare's written consent, GE Healthcare may charge:

(i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software Quotations, Third Party Products and/or professional or installation services included on those Quotations; those orders are non-cancellable.

4.1.2. Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment has been previously used ("Used Equipment"); it is not new. When delivered, Used Equipment may have received reconditioning, as necessary, to meet Specifications. Since Used Equipment may be offered simultaneously to several customers, its sale is subject to availability. If it is no longer available, (i) GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and (ii) if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. Site Preparation. Customer must, at its expense, prepare the site and network where the Product will be installed, ensuring that its site and network are adequate for proper Product operation and performance and meet GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3. Transportation, Title and Risk of Loss. Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and

approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare IT Products, Customer must return replaced components to GE Healthcare at no charge.

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

4.6. Acceptance.

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

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

4.6.3. Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.7. Third Party Products and Services. If GE Healthcare provides Third Party Products and/or Services, then (i) GE Healthcare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE Healthcare provides no warranties or indemnification, express or implied; and (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8. Mobile Equipment. GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle.

4.9. Audit. GE Healthcare may audit Customer's use of Software and Healthcare IT Products to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's Software license or use of the Healthcare IT Product.

5. Security Interest and Payment.

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

5.2. Failure to Pay. If, after Product delivery, Customer is more than 45 days past due on undisputed payments, GE Healthcare may, on 10 days' prior written notice, disable and/or remove the Products.

5.3. Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE Healthcare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE Healthcare suspends performance, any downtime will not be included in the calculation of any uptime commitment. If Customer fails to pay when due: (a) GE Healthcare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

5.4. Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

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

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

7. General Terms.

7.1. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

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

7.3. Force Majeure. For non-monetary obligations, performance time will be reasonably extended for delays beyond a party's control.

7.4. Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE Healthcare competitor) that (a) is an affiliate or parent of the party, or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

7.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive its end will continue in full effect after its end.

8. Compliance.

8.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing or licensing Products for its own medical, billing and/or non-entertainment use in the United States. GE Healthcare will not deliver, install, service or train if it discovers Products have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE Healthcare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE Healthcare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE Healthcare will provide safety-related Equipment and Software updates required by applicable laws and regulations at no additional charge.

8.2. Security. Customer must provide network and Product security, virus protection, backup, data integrity, and recovery of data, images, software or equipment; GE Healthcare is not responsible for recovery of lost or damaged data or images. NEITHER PARTY WILL BE LIABLE FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCT IN SPITE OF A PARTY'S COMPLIANT SECURITY MEASURES.

8.3. Environmental Health and Safety. GE Healthcare has no obligation to provide Products and/or Services until Customer: (i) provides and maintains a safe, hazard-free environment in material compliance with applicable Federal, State, and local requirements and written requirements provided by GE Healthcare; (ii) provides to GE Healthcare onsite personnel with a list of chemical/hazardous materials with which these personnel may come into contact, related safety data sheets and its written safety procedures; (iii) performs GE Healthcare recommended routine maintenance and operator adjustments; and (iv) ensures that service not provided by GE Healthcare is performed, and Products are used, in accordance with applicable documentation. Before Customer sends a Product to GE Healthcare (e.g., for repair, loaner return) or GE Healthcare services a Product, Customer will remove bodily fluids and remediate hazardous conditions that may cause injury or illness, and be responsible for managing, storing and disposing of all waste material, unless GE Healthcare is legally required to take back the materials. Customer is responsible, at its expense, for: (a) controlling access to, and all operations and protocols of, the Product and the site, as well as ensuring compliance with environmental and health and safety regulations; (b) obtaining required permits and licenses, including any required to handle or produce radioactive materials; (c) decommissioning and disposal requirements of its facilities; and (d) as applicable, complying with GMP and/or pharmaceutical regulations. Customer will provide radioactive materials for calibration and testing of the Product.

8.4. Parts and Tubes. GE Healthcare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

8.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months after: (a) if with a Product purchase, the date of Product delivery; (b) if with a Services purchase, the start date for Services; or (c) if with a training-only purchase, the date training is ordered. If not done within this time period (other than because of GE Healthcare's fault), training expires without refund.

8.6. Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

8.7. Connectivity. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

8.8. Use of Data.

8.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

8.8.2. Data Rights. GE Healthcare and its subcontractors may access, collect, maintain, analyze, prepare derivatives from and otherwise use information about Products and/or Services that is not PHI, including, but not limited to, machine, technical, systems, usage and related information ("Source Data") to facilitate the provision of Products and/or Services to Customer and for research, development and continuous improvement of GE Healthcare's products, software and services. GE Healthcare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE Healthcare's and its subcontractors' use, analysis, research and/or development of the Source Data.

8.9. Customer Policies. GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare, and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

8.10. Insurance. GE Healthcare will maintain coverage in accordance with its standard certificate of insurance.

8.11. Excluded Provider. To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

9. Disputes, Liability and Indemnity.

9.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is

inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

9.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED:

FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.3. Exclusion of Damages. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR REPUTATIONAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, REGARDLESS OF THE FORM OF ACTION OR BASIS OF THE CLAIM. HE EXCLUSION OF DAMAGES WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9.4. IP Indemnification. GE Healthcare will indemnify and hold Customer harmless from third-party claims for infringement of United States intellectual property rights caused solely by Customer's use of the Equipment and Software in accordance with the Documentation and license. GE Healthcare will control the defense. Customer may retain counsel but at Customer's expense.

9.5. General Indemnification. GE Healthcare will indemnify and hold Customer harmless for third party damages that Customer becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by a manufacturing or design defect, negligent failure to warn, negligent installation, or negligent Service with respect to Products manufactured by GE Healthcare and supplied under this Agreement. GE Healthcare has no obligation to indemnify and hold Customer harmless for damages caused by: (i) Customer's fault or legal expenses incurred by Customer in defending itself against suits seeking damages caused by Customer's fault or (ii) any Product modification not authorized in writing by GE Healthcare.

Customer will indemnify and hold GE Healthcare harmless from third party damages that GE Healthcare becomes legally obligated to pay related to bodily injury or damage to real or tangible personal property to the extent the damages are caused by Customer's: (a) medical diagnosis or treatment decisions; (b) misuse or negligent use of the Product; and/or (c) use of the Product in a manner or environment, or for any purpose, for which GE Healthcare did not design it, or in violation of GE Healthcare's recommendations or instructions.

The above obligations are conditional on the indemnified party providing the indemnifying party prompt written notice of the claim after receiving notice of it, allowing the indemnifying party the option to control defense and disposition of the claim, and reasonably cooperating with the indemnifying party in the defense. The indemnifying party will not be responsible for any compromise made without its consent.

10. Notices. Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE Healthcare to General Counsel, 9900 Innovation Dr., Wauwatosa, WI 53226.

11. Software as a Service Terms.

11.1. Scope. GE Healthcare will provide Customer with the SaaS in accordance with the terms of this Agreement and its Documentation. GE Healthcare will assist Customer with technical issues via phone, email or online support as provided generally to SaaS customers.

11.2. Term and Termination. The SaaS term is identified in the Quotation and renews automatically for the same duration as the initial term unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, price increases will be communicated with 90 days' prior written notice. SaaS Quotations are not cancellable, except that either party may terminate the SaaS after the initial SaaS term or any subsequent renewal period by providing at least 90 days' prior written notice to the other party. On termination or expiration of the SaaS: (i) Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GE Healthcare; (ii) GE Healthcare will remove Customer's access; (iii) GE Healthcare may destroy information, images or data, including PHI, associated with a patient ("Patient Information") or otherwise; (iv) Customer must destroy its copies of Documentation; (v) Customer must immediately pay all fees due; and (vi) all rights and obligations of the parties terminate, except those that accrued prior to termination, expiration or as otherwise identified in this Agreement.

11.3. Payment. Payment terms are in the Quotation. Travel, living and incidental project-related expenses are Customer's responsibility and will be invoiced separately as incurred.

11.4. Access and Use. Customer must ensure: (i) use of the SaaS is consistent with this Agreement; (ii) the SaaS is used only for its internal business operations in the United States; (iii) the SaaS is not accessed by non-Customers, unless GE Healthcare consents and then Customer must ensure that those users comply with this Agreement and any terms of use prompted by the SaaS; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GE Healthcare immediately of unauthorized access to or use of a user name, password or other breach of security. GE Healthcare may disable any user name, password or other identifier if it believes Customer has breached this Agreement. If GE Healthcare provides connectivity software with the SaaS, Customer will be granted a license to it for the term of the SaaS in accordance with the Software License terms set forth in this Agreement. GE Healthcare may charge additional fees if Customer requires professional services or additional hardware resources.

11.5. Patient Information. Customer must: (i) obtain necessary consent from patients for use, access, disclosure and transfer of Patient Information; (ii) develop, implement and train users on privacy and security policies in compliance with applicable laws and regulations and ensure compliance with those policies; (iii) provide GE Healthcare with a copy of those policies and patient consents on request; (iv) not use, disclose,

access or transfer Patient Information that has been opted out without express consent from the respective patient(s); and (v) comply with changes in laws and regulations regarding patient consents related to the use of clinical, administrative or financial information.

11.6. Content. GE Healthcare does not own, control, verify or endorse: (i) non-GE Healthcare content uploaded to the SaaS; or (ii) access to or use of the SaaS granted by Customer. Customer is responsible for content that it uploads, accesses or uses. Reliance on content uploaded to the SaaS is at Customer's own risk. The SaaS may contain tools that may only be used by qualified healthcare providers, and it is the Customer's and/or healthcare provider's responsibility to use its independent medical and professional judgment to make clinical or financial decisions. Uploaded or created content may be deleted upon reasonable notice.

11.7. Modifications. GE Healthcare may, with notice: (i) withdraw or amend all or part of the SaaS; and (ii) restrict access for maintenance or other reasons. Revisions are effective when made by GE Healthcare.

11.8. Prohibited Activities. Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) transmit or upload promotional material or objectionable content; (ii) engage in conduct that adversely affects another person or entity or otherwise exposes them to liability; (iii) promote or assist in illegal activity; (iv) access, use or interfere with the proper working of the SaaS or any related server, computer or database unless authorized by GE Healthcare; (v) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (vi) modify, reverse engineer, copy or create derivative works of the SaaS; (vii) remove or modify labels or notices of proprietary rights of the SaaS or Documentation; or (viii) use the SaaS outside of the scope defined in this Agreement or the Quotation.

11.9. Audit. GE Healthcare may audit Customer's use of the SaaS to verify Customer's compliance with this Agreement. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer's access to or use of the SaaS.

11.10. Disclaimer of Warranties. GE HEALTHCARE DOES NOT WARRANT THAT THE SAAS WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. GE HEALTHCARE WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY AN ATTACK, VIRUS OR OTHER EVENT THAT AFFECTS CUSTOMER'S USE OF THE SAAS OR CONTENT OBTAINED THROUGH IT. OTHER THAN ANY UPTIME COMMITMENT, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GE HEALTHCARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS. GE HEALTHCARE MAKES NO WARRANTY THAT THE SAAS OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR FREE, MEET CUSTOMER REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

11.11. Customer Indemnity. In addition to other indemnification obligations in this Agreement, Customer will indemnify and hold GE Healthcare harmless against damages that GE Healthcare becomes legally obligated to pay related to: (i) content, format, inaccuracy or incompleteness of Patient Information uploaded by Customer or users; (ii) consent for use, access, disclosure and/or transfer of Patient Information; (iii) use of the SaaS by Customer or users in any manner not authorized in writing by GE Healthcare; (iv) Customer's intellectual property infringement or privacy violations; (v) investigations by law enforcement, technical disruption, or Customer's use or access of the SaaS; (vi) Customer's or users' breach of this Agreement with respect to the SaaS; and (vii) violations of federal or state wage and hour laws alleged by third parties or Customer employees.

1. Warranty.

1.1. Equipment. For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.

1.2. Software. For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

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

1.4. Used Equipment. Certain Used Equipment is provided with GE Healthcare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is not warranted by GE Healthcare.

1.5. Accessories and Supplies. Warranties for accessories and supplies are in GE Healthcare's catalog and at www.gehealthcare.com.

1.6. Third Party Product. Third Party Product is covered by the third party's warranty and not GE Healthcare's warranties.

2. Remedies. If Customer promptly notifies GE Healthcare of its claim during the warranty and makes the Product available, GE Healthcare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then-current service rates and subject to personnel availability. GE Healthcare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE Healthcare replaces Equipment or a component, the original becomes GE Healthcare property and Customer will return the original to GE Healthcare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE Healthcare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE Healthcare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE Healthcare may provide a loaner unit during extended periods of Product service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. Limitations. GE Healthcare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE Healthcare; and (c) in a manner or environment for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions.

In addition, these warranties do not cover: (i) a defect or deficiency from improper storage or handling, inadequate backup or virus protection, cyber-attacks, failure to maintain within Specifications power quality, grounding, temperature, humidity and repairs due to power anomalies, or any cause external to the Products or beyond GE Healthcare's control; (ii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iii) adjustment, alignment, calibration, or planned maintenance; (iv) network and antenna installations not performed by GE Healthcare or its subcontractors; (v) lost or stolen Products; (vi) Products with serial numbers altered, defaced or removed; (vii) modification of Product not approved in writing by GE Healthcare; (viii) Products immersed in liquid; and (ix) consumable/replaceable items.

4. Exceptions to Standard Warranty.

DoseWatch Explore: DOSEWATCH EXPLORE SOFTWARE, SERVICES AND INFORMATION IS PROVIDED "AS IS" WITH NO WARRANTY

Partial System Equipment Upgrades for CT, MR, X-Ray, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components)

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply,

cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

MX150 Vascular and Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for $30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to OEM guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

GE OEC New or Exchange Service/Maintenance Parts: 3 months

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

Vivid T8: 3 years, includes TEE probes purchased with the Vivid T8

Vivid i, Vivid e, Vivid q, Vivid iq and Voluson i: Warranty includes (i) repair at GE Healthcare facilities, (ii) 3 business day turnaround repair for Products shipped via overnight delivery (where available), measured from shipment date (GE Healthcare is not responsible for delays in overnight shipment), (iii) 72-hour loaner unit or probe replacement service via Fed Ex, and (iv) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling with a maximum of 2 replacement systems during warranty.

LOGIQ e, Venue, Vivid iq and related transducers and peripherals purchased with them: 5 years (3 years for Vivid iq), except the following have a 1 year warranty:

Transducers: 6Tc-RS, i739-RS, t739-RS, and i12L

Carts: Venue Docking Cart, LOGIQ e Isolation Cart and Tall Docking Carts

Other Accessories: Venue & LOGIQ e batteries (internal & external), TEE cleaning & storage system and printers

Warranty includes: (i) repair at a GE Healthcare Service Depot, (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays, and (iii) a loaner Product when available (shipping charges included).

Vscan: 3 years, except Vscan Version 1.1 Demonstration systems, which are warranted for 1 year. Warranty includes: (i) repair at a GE Healthcare Service Depot; (ii) repair within 5 days after receipt of the Vscan, excluding GE Healthcare holidays (GE Healthcare is not responsible for delays in shipment); and (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and Vsan batteries, which are warranted for 1 year

CARESCAPE Monitors B450, B650 and B850: 3 years parts, 1 year labor (excluding displays, which are standard)

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

MAC 800, 1200, 1600, 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

Panda® iRes Warmers, Giraffe® Warmer and Giraffe® Carestation OmniBed: 7 year parts warranty on heater cal rod

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE Healthcare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Oximeters: 3 years from installation, or 39 months from date of GE Healthcare invoice, whichever occurs first

Anesthesia Monitor Mounting Solutions: If purchased directly from GE Healthcare, it will be warranted as a GE Healthcare Product

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

Waller, Martha K

From: dlegarth@nc.rr.com
Sent: Thursday, February 6, 2020 2:29 PM
To: Tanya, Saporito; Waller, Martha K
Subject: [External] NHRMC Letters of Exemption #2
Attachments: 2020 NHRMC MRI Replacement.pdf; 2020 NHMG CT Replacement.pdf

Hi Tanya,

Attached please find two additional Letters of Exemption for NHRMC and NH Medical Group.

David Legarth

DANES PLANNING

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P.O. Box 1936
Apex, NC 27502

FedEx/UPS Address:
108 Curley Maple Court
Apex, NC 27502

Phone:
(919)244-7609