NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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

July 24, 2019

Elizabeth Kirkman
2709 Water Ridge Parkway, Suite 200
Charlotte, NC 28217

Exempt from Review – Replacement Equipment

Record #:	**2990**
Business Name:	The Charlotte-Mecklenburg Hospital Authority
Business #:	1770
Project Description:	Replace existing MRI scanner leased to Carolinas Imaging Services - SouthPark
County:	Mecklenburg

Dear Ms. Kirkman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of July 12, 2019, 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 GE Signa Pioneer 3.0T MR System to replace the GE 1.5T HDxt 23 MR System (serial # 206915MRI). 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,

Julie M. Faenza
Project Analyst

Martha J. Frisone
Chief

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

Faenza, Julie M

From: Faenza, Julie M
Sent: Tuesday, July 16, 2019 10:25 AM
To: Kirkman, Elizabeth
Subject: RE: [External] RE: question re: exemption request

That is very helpful! Thank you! I don't know if we'll need to assign CIS an FID # or not – I think probably not at this point – but this helps me understand how it got there and why there is no FID# for CIS. Thanks again!

Julie M. Faenza, Esq.
Project Analyst, Certificate of Need
Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services

919 855 3873 office
Julie.Faenza@dhhs.nc.gov

From: Kirkman, Elizabeth <Elizabeth.Kirkman@atriumhealth.org>
Sent: Tuesday, July 16, 2019 8:29 AM
To: Faenza, Julie M <Julie.Faenza@dhhs.nc.gov>
Subject: [External] RE: question re: exemption request

Julie,
Here is a history of this CON:

As stated in the exemption request, the GE 1.5T HDxt 23 MRI scanner ("Existing Equipment") that is currently located at Carolinas Imaging Services-SouthPark ("CIS-SouthPark") is owned by The Charlotte-Mecklenburg Hospital Authority ("CMHA") and leased to Carolinas Imaging Services, LLC ("CIS"). The Existing Equipment was originally purchased by CMHA and installed at the Eastover Diagnostic Imaging Center ("EDIC") pursuant to a CON that was awarded to CMHA in 1999 (CON Project ID # F-5918-98 – please see the attached certificate).

On January 29, 2008, the NC Department of Health Service Regulation issued a Declaratory Ruling that enabled CIS to acquire EDIC through an asset purchase agreement and relocate the diagnostic center, as well as the MRI that was acquired pursuant to the CON that was awarded to CMHA in 1999 (referred to in the Declaratory Ruling as the "1999 MRI Machine"), to a new CIS location in SouthPark (please see the attached Declaratory Ruling Request). The Declaratory Ruling stated that CMHA would remain the owner of the MRI scanner once it was relocated to the CIS location in SouthPark, and affirmed that the relocation of the 1999 MRI Machine would not constitute a material change in the physical location or scope of the project, would not violate N.C.G.S. 131E-181, and would not constitute a failure to satisfy a condition of the CON.

Unfortunately, I have not been able to find any document that reflects a FID for CIS Southpark.

Let me know if I can add any additional info that may help you.
Thanks,
Elizabeth

From: Faenza, Julie M <Julie.Faenza@dhhs.nc.gov>
Sent: Monday, July 15, 2019 4:01 PM
To: Kirkman, Elizabeth <Elizabeth.Kirkman@atriumhealth.org>
Subject: question re: exemption request

Hey Elizabeth – I'm hoping you can help me understand something from a procedural perspective.

You've seen our administrative determination letters – we have the headings at the top that list the record number, the facility, the FID, etc etc etc. Right now I'm trying to determine if Carolinas Imaging Services SouthPark is a facility with an FID number or not – I can't find anything in our system, but that doesn't mean it isn't there. What I can find is the original CON Project ID under which this particular MRI was acquired – but that doesn't help me because that Project ID number is linked to CMC's FID#.

Can you walk me through how the MRI got to CIS SouthPark? I can't find the trail in our system, so it isn't helping me with figuring out how to classify this in our system. I'm not suggesting any type of impropriety on CMHA's part – rather, our system isn't always clear on what took place more than a few years ago, so I could use the help in tracing the steps so I know what to file it under in our system. Any information you can give me would be appreciated. Thanks!

Julie M. Faenza, Esq.
Project Analyst, Certificate of Need
Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services

919 855 3873 office
Julie.Faenza@dhhs.nc.gov

809 Ruggles Drive
2704 Mail Service Center
Raleigh, NC 27699-2704

STATE OF NORTH CAROLINA

Department of Health and Human Services
Division of Facility Services

CERTIFICATE OF NEED
for
Project Identification Number F-5918-98
FID# 944734

ISSUED TO: **The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center**
1000 Blythe Boulevard
Charlotte, NC 28203

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq., the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law.

SCOPE: **Purchase and install one fixed magnetic resonance imaging (MRI) scanner at The Diagnostic Imaging Center/Mecklenburg County**

CONDITIONS: **See Reverse Side**

PHYSICAL LOCATION: **The Diagnostic Center**
2610 East Seventh Street
Charlotte, NC 28204

MAXIMUM CAPITAL EXPENDITURE: **$2,643,000**

TIMETABLE: **See Reverse Side**

FIRST PROGRESS REPORT DUE: **October 1, 1999**

This certificate is effective as of the 23rd day of July, 1999.

Lee B. Hoffman
Chief, Certificate of Need Section
Division of Facility Services

CONDITIONS

1. The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center ("CMC") shall materially comply with all representations make in its Certificate of Need Application except as amended by supplemental information submitted June 11, 1999.

2. The approved capital expenditure for this project is $2,643,000.

TIMETABLE

Financing:

Obtaining Funds necessary to undertake project	July 1, 1999

Design:

Completion of preliminary drawings	August 1, 1999
Completion of final drawings and specifications	October 1, 1999
Approval of final drawings and specification by the Construction Section, DFS	January 1, 2000

Construction:

Contract award (Notice to Proceed)	January 15, 2000
25% completion of construction	March 1, 2000
50% completion of construction	April 1, 2000
75% completion of construction	May 1, 2000
Completion of construction	July 1, 2000
Occupancy/offering of services	August 1, 2000

Acquisition of Medical Equipment (repeat as needed for each major project component):

Ordering equipment	December 1, 1999
Arrival of equipment	May 1, 2000
Operation of equipment	August 1, 2000

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Certificate of Need Section
2704 Mail Service Center ▪ Raleigh, North Carolina 27699-2704

Michael F. Easley, Governor
Dempsey Benton, Secretary

www.ncdhhs.gov/dhsr

Lee Hoffman, Section Chief
Phone: 919-855-3873
Fax: 919-733-8139

January 28, 2008

Mary Beth Johnston
Kennedy Covington Lobdell & Hickman, LLP
Post Office Box 14210
Research Triangle Park, NC 27709-4210

RE: No Review/ Carolinas Imaging Services/ Relocate existing grandfathered diagnostic center, Eastover DIC, to Morrocroft within the same county/ Mecklenburg County

Dear Ms. Johnston:

The Certificate of Need (CON) Section received your letters of March 30 and December 4, 2007 and regarding the above referenced proposal. Based on the CON law **in effect on the date of this response to your request,** the proposal described in your correspondence is not governed by, and therefore, does not currently require a certificate of need. However, please note that if the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

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

Please contact the CON Section if you have any questions.

Sincerely,

Lee B. Hoffman

Lee B. Hoffman, Chief
Certificate of Need Section

cc: Medical Facilities Planning Section, DHSR

RECEIVED JAN 3 0 2008

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Office of the Director
2701 Mail Service Center • Raleigh, North Carolina 27699-2701

Michael F. Easley, Governor
Dempsey Benton, Secretary

Robert J. Fitzgerald, Director
Phone: 919-855-3750
Fax: 919-733-2757

January 29, 2008

CERTIFIED MAIL

Mary Beth Johnston, Esquire
Kennedy Covington Lobdell & Hickman, L.L.P.
430 Davis Drive, Suite 400
Morrisville, NC 27560

RE: Declaratory Ruling for the Charlotte-Mecklenburg Hospital Authority, d/b/a Carolinas Healthcare System

Dear Ms. Johnston:

I am enclosing a Declaratory Ruling that you requested. If questions arise, do not hesitate to let me know.

Sincerely,

Robert J. Fitzgerald

RJF:JH:peb

Enclosure

cc: Robert V. Bode, Bode, Call & Stroupe, LLP
Jeff Horton, Chief Operating Officer, DHSR
Azzie Conley, Chief, Acute and Home Care Licensure and Certification Section, DHSR
Marc Lodge, Special Deputy Attorney General, DOJ

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION
RALEIGH, NORTH CAROLINA

IN RE: REQUEST FOR DECLARATORY RULING BY CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY, D/B/A CAROLINAS HEALTHCARE SYSTEM	))))	**DECLARATORY RULING**

I, Robert J. Fitzgerald, as Director of the Division of Health Service Regulation, North Carolina Department of Health and Human Services ("Department" or "Agency"), do hereby issue this Declaratory Ruling pursuant to North Carolina General Statute § 150B-4 and 10A NCAC 14A.0103 under the authority granted me by the Secretary of the Department of Health and Human Services. This ruling will be binding upon the Department and the entity requesting it, as long as the material facts stated herein are accurate. This ruling pertains only to the matters referenced herein. Except as provided by N.C.G.S. § 150B-4, the Department expressly reserves the right to make a prospective change in the interpretation of the statutes and regulations at issue in this Declaratory Ruling. Mary Beth Johnston, of Kennedy Covington Lobdell & Hickman, L.L.P., has requested this ruling on behalf of Charlotte-Mecklenburg Hospital Authority d/b/a/ Carolinas Healthcare System ("CHS") and has provided the material facts upon which this ruling is based.

STATEMENT OF THE FACTS

On 4 December 2007, CHS through a letter from its counsel sought a determination by the Certificate of Need ("CON") Section of the Department that a series of transactions, described below, did not require a CON. On 9 January 2008, the CON Section issued letters stating that two of the transactions did not require a CON. The CON Section concluded that one

aspect of the third transaction required a declaratory ruling because it involves a change in the location of equipment for which a CON was issued.

The transactions, as described in the 4 December letter, were as follows:

(1) Carolinas Medical Center ("CMC"), an operating division of CHS that owned two MRI machines located at the Eastover Diagnostic Imaging Center ("EDIC"), would relocate one of the MRI machines to CMC's main campus. The machine to be relocated to the CMC main campus was a unit that was "grandfathered" under the CON law. It is referred to here as the "1991 MRI Machine."

(2) EDIC, which is an existing health service facility (i.e., a diagnostic center) would be acquired by Carolinas Imaging Services ("CIS") through an asset purchase agreement. CIS is a joint venture in which CHS and Charlotte Radiology are partners. The assets of EDIC do not include the other MRI machine located at EDIC, which was acquired by CMC pursuant to a CON awarded in 1999. That MRI machine is referred to herein as the "1999 MRI Machine."

(3) After the acquisition of EDIC, CIS will relocate the diagnostic center from its present location at 2612 and 2614 East 7th Street, Charlotte, Mecklenburg County ("7th Street") to a new location at 6959 Fairview Road, Charlotte, Mecklenburg County ("Fairview Road"). CHS represents that the costs associated with relocating the diagnostic center will be approximately $583,000. The 1999 MRI Machine also will be relocated. CMC, which is the current owner of the 1999 MRI Machine, will continue to own that machine.

The CON Section determined that the relocation of the 1991 MRI Machine and the purchase and relocation of the diagnostic center did not require a CON. The remaining aspect of the transaction, which is the subject of this ruling, is the relocation of the 1999 MRI Machine.

ANALYSIS

The CON law would require a full review of CHS's proposed change of site for the 1999 MRI Machine if that change were to represent a material change in the physical location or scope of the project. N.C.G.S. § 131E-181(a). The proposed site change to Fairview Road for the 1999 MRI Machine does not constitute a material change in the scope of the proposed project because the use of Fairview Road site will not affect the scope of services offered. It does not constitute a material change in the physical location of the 1999 MRI Machine, because both the present and the proposed locations are within the same county and the same Health Service Area. In addition, there is no proposed change in the person named in the application that would result in a violation of N.C.G.S. § 131E-181(a).

N.C.G.S. § 131E-189(b) allows the Agency to withdraw CMC's CON if CMC fails to develop the service in a manner consistent with the representations made in the application or with any conditions that were placed on the CON. CMC will not be developing its project in a manner that is materially different from the representations made in its application, nor will it be developing its project in a manner that is inconsistent with any of the conditions that were placed on its CON.

CONCLUSION

For the foregoing reasons, assuming the statements of fact in the request to be true, I conclude that the relocation of the 1999 MRI Machine to Fairview Road from 7th Street will not constitute a material change in the physical location or scope of the project, will not violate N.C.G.S. § 131E-181, and will not constitute a failure to satisfy a condition of the CON in violation of N.C.G.S. § 131E-189(b). CMC must continue to operate in material compliance with the representations in its CON application.

This the 29th day of January, 2008.

Robert J. Fitzgerald, Director
Division of Health Service Regulation
N.C. Department of Health and Human Services

Atrium Health

July 12, 2019

Ms. Martha Frisone, Chief
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603

RE: Exemption Request for The Charlotte-Mecklenburg Hospital Authority ("CMHA") to Replace the Magnetic Resonance Imaging Equipment ("MRI") located at Carolinas Imaging Services – SouthPark ("CIS-SouthPark")

Dear Ms. Frisone:

The Charlotte-Mecklenburg Hospital Authority ("CMHA") is planning to replace the existing MRI equipment located at Carolinas Imaging Services – SouthPark ("CIS-SouthPark") with new, technologically comparable equipment. Carolinas Imaging Services, LLC ("CIS") is a joint venture between CMHA and Charlotte Radiology, P.A. The existing MRI equipment at CIS-SouthPark is owned by CMHA and leased to CIS. CMHA intends to purchase a GE Signa Pioneer 3.0T MRI ("Replacement Equipment") to replace the GE 1.5T HDxt 23 MRI scanner ("Existing Equipment") that is currently located in room 158 at CIS-SouthPark. The Existing Equipment, which was purchased in 2001, is beyond its useful life and is at risk for service interruptions due to downtime.

The Replacement Equipment will be housed in room 158 at CIS-SouthPark. The Replacement Equipment will be used for the same types of procedures as the Existing Equipment and will not be used to provide a new health service. A chart comparing the Existing Equipment and the Replacement Equipment is included in Attachment A along with supporting documentation. The Existing Equipment is currently in use and documentation provided in Attachment B indicates that 3,411 procedures were performed from June 2018 to May 2019.

The purchase price of the Replacement MRI Equipment is $1,293,512 ($1,203,358 MRI & injector + $90,154 tax). The projected total capital cost of the project is $1,852,053 and includes the cost to acquire, install, and make operational the Replacement Equipment. The projected total capital cost of the project also includes replacement of the shielding in the MRI room and aesthetic renovations that will make the space more patient-friendly. Attachment C provides the quote for the Replacement Equipment and supporting equipment. Please see Attachment D for a letter documenting that the Existing Equipment will be taken out of service and removed from North Carolina. The total capital cost worksheet is provided in Attachment E.

The North Carolina Certificate of Need statutes provide a definition of replacement equipment in N.C.G.S. 131E-176(22a). The definition requires the replacement equipment be comparable to the existing medical equipment and cost less than $2,000,000 when installed. The statutes further provide in 131E-184(a)(7) an exemption from certificate of need review for replacement equipment projects if prior notice is provided to the CON Section.

Based on the above facts, the proposed project is exempt from CON review and this letter serves as prior notification of our intent to proceed with this project. We would appreciate your written concurrence that this project is exempt from CON review. If you have any questions or require further information regarding this project, please contact me at 704-446-8475.

Sincerely,

Elizabeth Kirkman

Elizabeth Kirkman, Assistant Vice President
Atrium Health Strategic Services Group

Attachments

Attachment A

EQUIPMENT COMPARISON – CIS-SouthPark MRI Replacement

	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	1.5T HDxt 23 MR System	Signa Pioneer 3.0T MR System
Manufacturer of Equipment	GE	GE
Tesla Rating for MRIs	1.5	3.0
Model Number	1.5T HDxt 23	Signa Pioneer 3.0T
Serial Number	206915MRI	Not Available Until Installed
Provider's Method of Identifying Equipment	Internal Asset # / Serial #	Internal Asset # / Serial #
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	2001	2019
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.)	$2,643,000	$1,852,053
Total Cost of Equipment	$1,900,000	$1,293,512
Fair Market Value of Equipment	$95,000	$1,293,512
Net Purchase Price of Equipment	$1,900,000	$1,293,512
Locations Where Operated	CIS-SouthPark, Rm. 158	CIS-SouthPark, Rm. 158
Number Days in Use/To Be Used in N.C. per Year	264	264
Percent of Change in Patient Charges (by procedure)	0%	0%
Percent of Change in Per Procedure Operating Expenses (by procedure)	0%	0%
Type of Procedures Currently Performed on Existing Equipment	MRI procedures for all body parts	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	MRI procedures for all body parts

GE Healthcare

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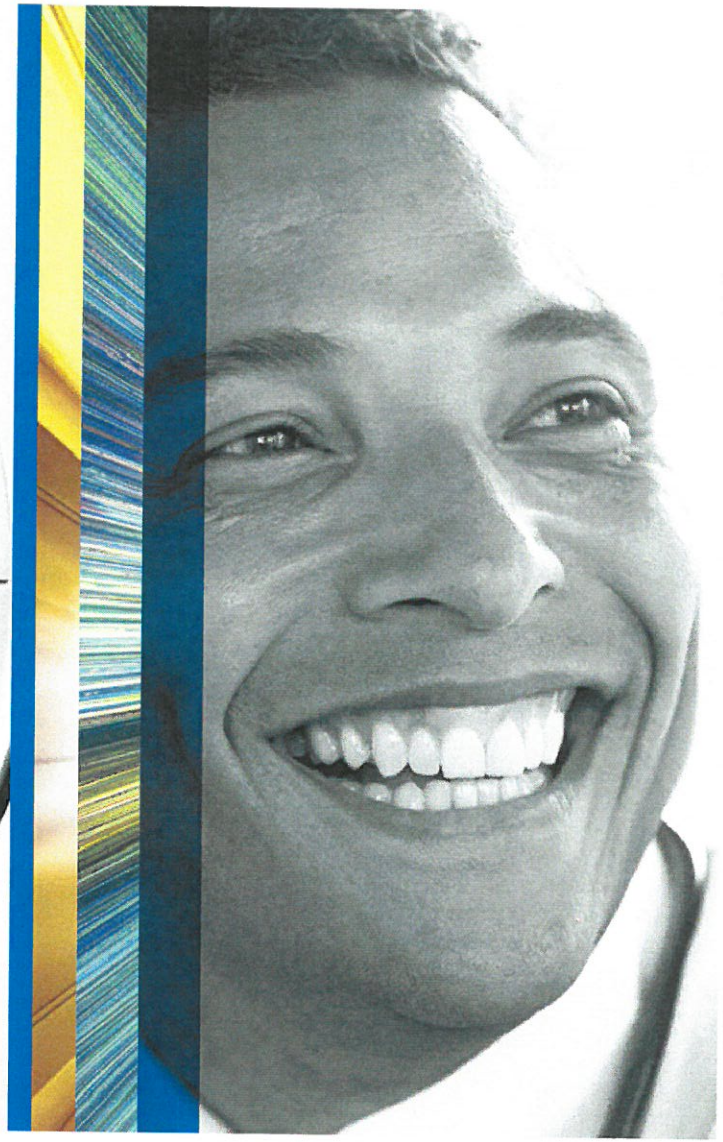
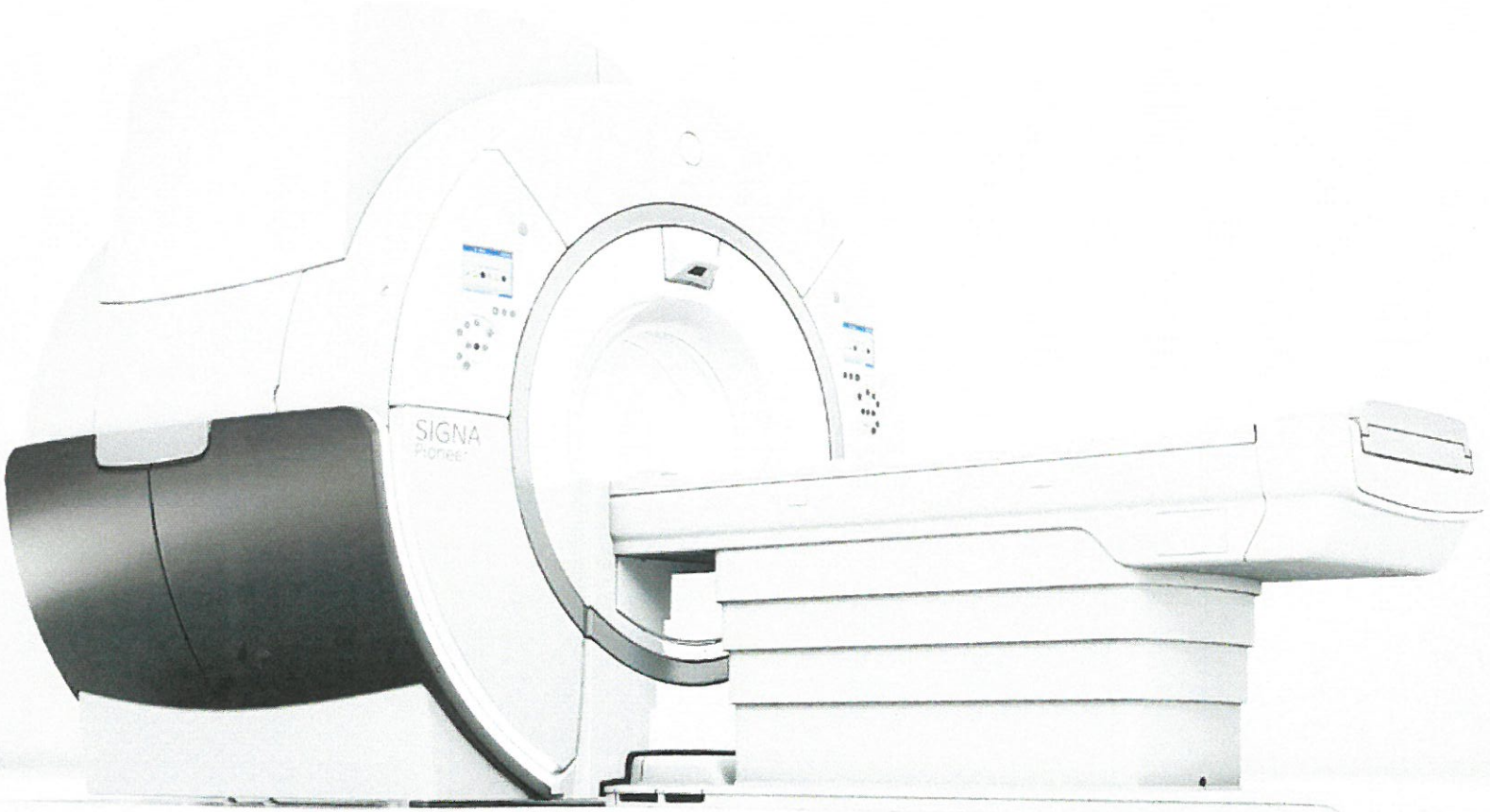
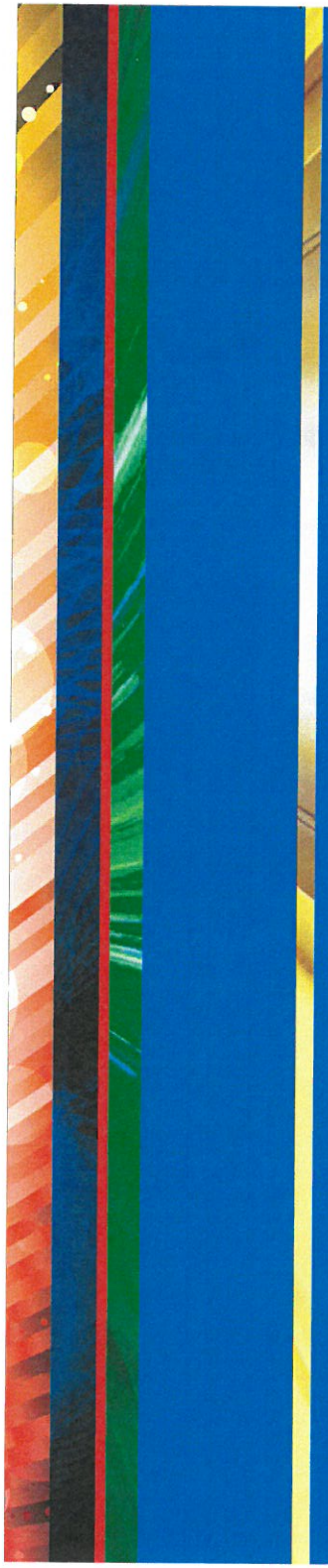



SIGNA
Pioneer



Amaze

See things way beyond your expectations.

Welcome to the SIGNA™ Pioneer, named for the many ways it is exploring and expanding what is possible for MR.

By pioneering technology that creates scans sharper than you thought possible ... for more patients per day than you considered possible ... with more comfort and less anxiety than your patients imagined possible.

This is a story of pioneering what are very clear advances with very clear advantages for MR—the story of the SIGNA™ Pioneer.


SIGNA™ Works
fueling the future of MR

SIGNA™ Works

The new standard is extraordinary

Our new SIGNA™Works platform redefines productivity across the breadth of our core imaging techniques with solutions. The SIGNA™Works standard applications portfolio is an extensive set of high quality and efficient imaging capabilities that enables you to achieve desired outcomes across your entire practice area.

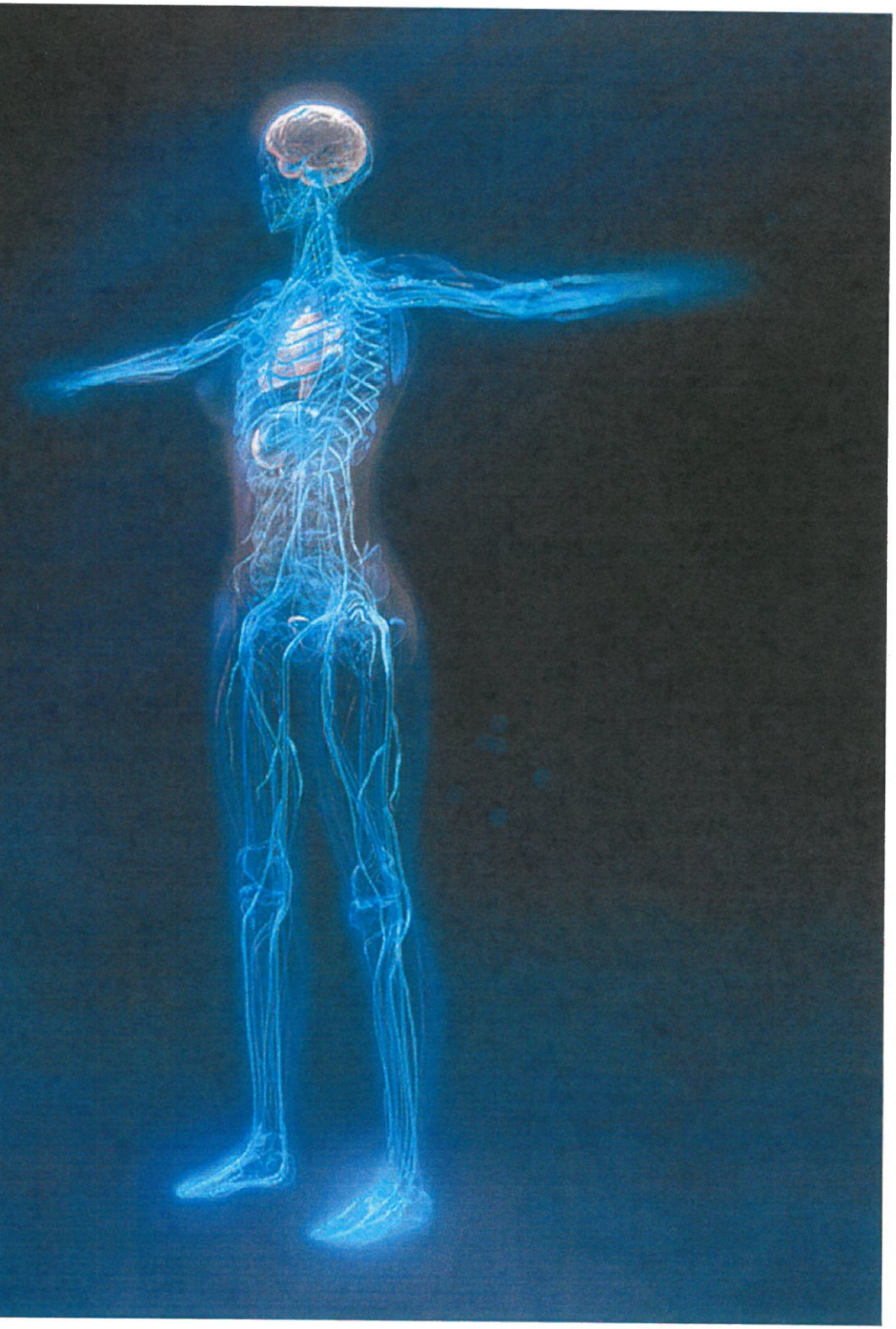
SIGNA™Works is the lifeblood, the soul and the muscle - literally the fuel that drives your imaging to the next level and beyond. SIGNA™Works standard applications come pre-loaded with the SIGNA™ Pioneer as a fully integrated solution. It's value-added technology that's upgradeable and can be customized further, giving you the flexibility to add applications to suit the needs of your growing practice.

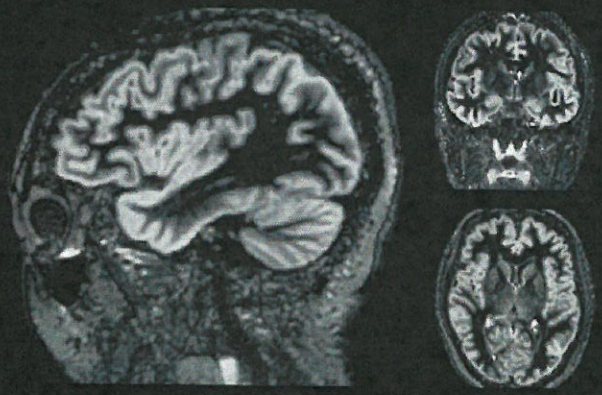
SIGNA™Works takes full advantage of TDI (Total Digital Imaging), further advancing diagnostics and quickening throughput, while simultaneously improving patient outcomes and your ROI.

Energize

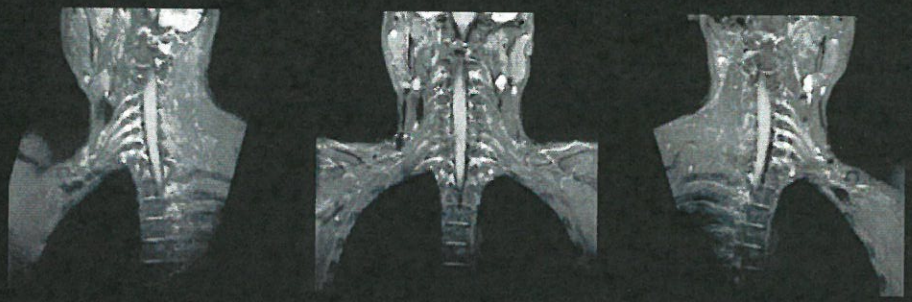
Phenomenal exams to meet your clinical needs

The SIGNA™Works applications portfolio contains NeuroWorks, OrthoWorks, BodyWorks, OncoWorks, CVWorks and PaedWorks. These imaging solutions cover a wide variety of contrasts, 2D and 3D volumetric data, including motion correction capabilities. SIGNA™Works provides all the tools you need to complete a clinical exam.





Cube DIR
1.4 x 1.4 x 1.4mm



Cube DIR

NeuroWorks

This one-stop solution enables you to image brain, spine, vascular and peripheral nerve anatomy with exceptional tissue contrast. These motion-insensitive techniques feature single-click auto alignment, providing the complete neuro solution from scanning to post processing.

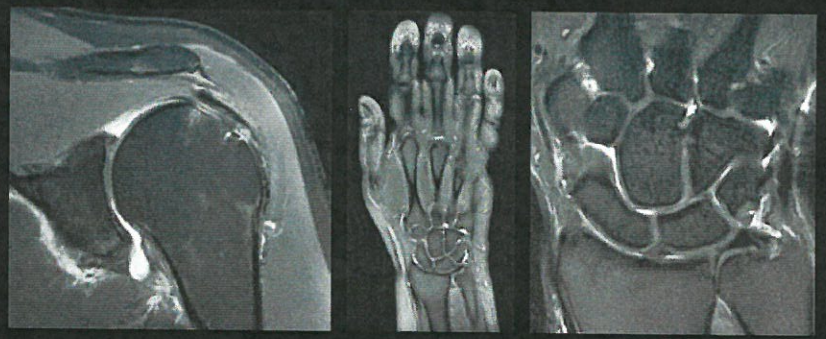
NeuroWorks also includes Cube, our 3D volumetric imaging suite, standard with every system. This application allows you to suppress CSF and either white or gray matter to increase lesion conspicuity.

PROPELLER MB, our latest PROPELLER enhancement, is a multi-shot approach that preserves tissue contrast regardless of weighting while also reducing motion artifacts. Additionally, this new technique introduces new contrasts such as T1 FSE.

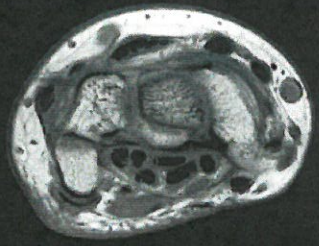
OrthoWorks

This extensive library of musculoskeletal imaging techniques enables you to image bone, joint and soft tissue with remarkable tissue contrast.

OrthoWorks also includes 3D volumetric Cube with proton-density, combined with ASPIR, which enables improved fat suppression uniformity, which is routinely done as three separate 2D scans. With one 3D acquisition and multi-planar reformats, Cube may replace individual 2D scans.



PD FatSat PROPELLER Coronal

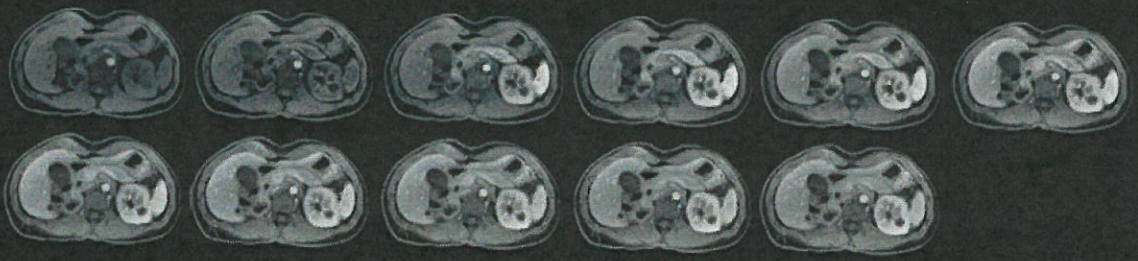


T1 Axial
.2 x .25 x 2.5mm

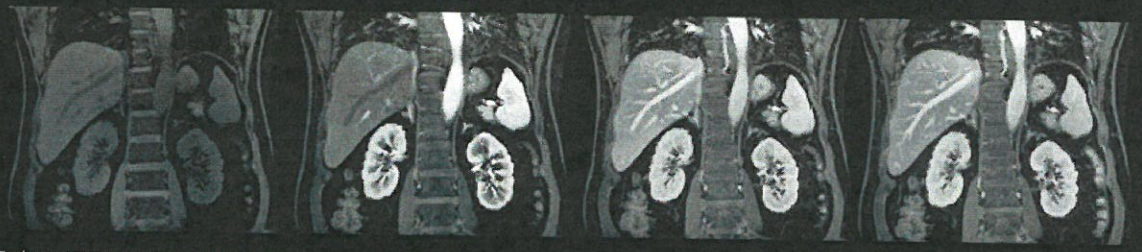
BodyWorks

With BodyWorks, we address one of the fastest growing areas in MR. This all-inclusive library allows you to image abdominal and pelvic anatomy with user flexibility to adapt to different patient types.

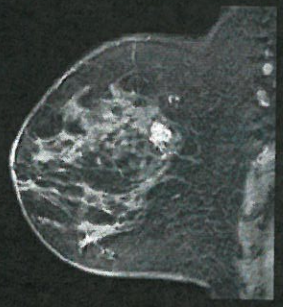
PB Navigators are GE's solution to combat respiratory motion in abdominal imaging. This free-breathing approach is compatible with multiple pulse sequences including diffusion, PROPELLER MB, MRCP and dynamic T1 imaging.

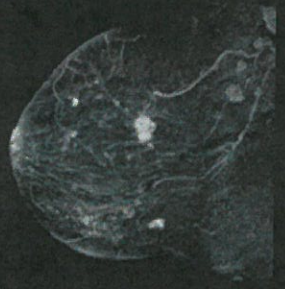


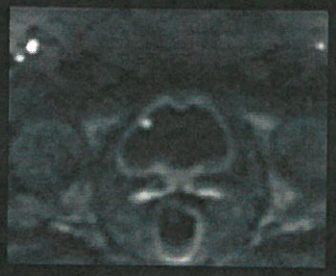
DISCO LAVA Dynamic Liver Free-breathing



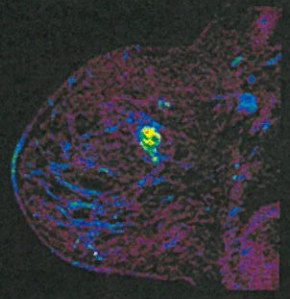
Turbo LAVA Coronal Dynamic Liver
2.4mm

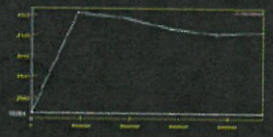




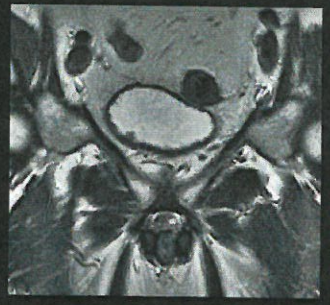


eDWI Axial b1500





VIBRANT Sagittal



T2 PROPELLER

OncoWorks

This extensive library of techniques captures anatomic and morphologic data to uniquely enable oncological assessment of the anatomy. OncoWorks includes robust tissue contrast, motion-insensitive, high temporal and spatial resolution imaging.

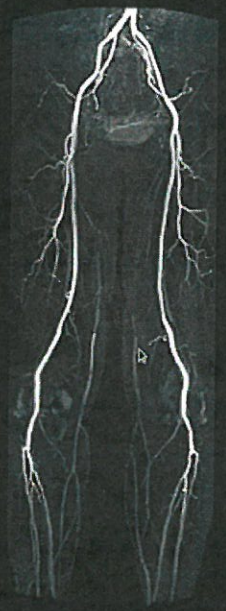
3D volumetric imaging with an optimized adiabatic fat suppression, combined with ARC or ASSET, provides high spatial and temporal resolution capture contrast uptake patterns. The images on the left show lesion characteristics generated using AW VS7's positive enhancement map. The T2 PROPELLER image demonstrates small FOV and motion-correction through the prostate.

CVWorks

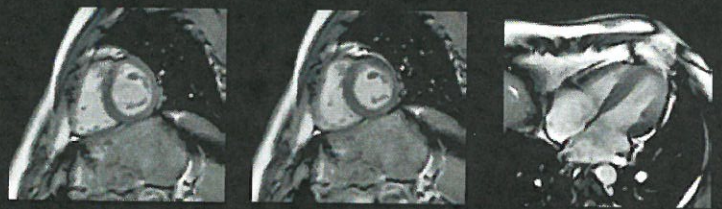
With our intuitive cardiac techniques, you can assess morphology, flow, function and tissue viability plus gain crucial insights into vascular structure and flow dynamics. CVWorks provides the flexibility to adapt to different patient types with exams that vastly simplify workflow.

With CVWorks, multi breath-hold imaging can be a thing of the past. Our latest Single Shot MDE and Black Blood techniques provide patient-friendly alternatives to uncomfortable breath-holds.

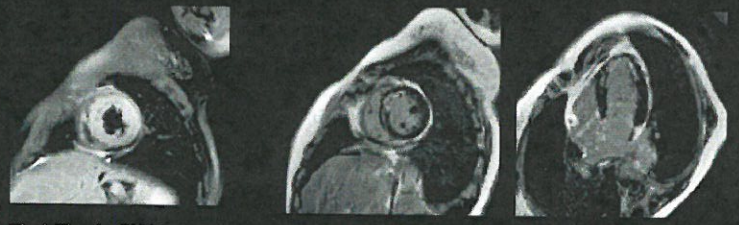
With our workflow-simplified QuickStep protocols, scanning whole body vasculature can be done in less than 6 minutes. High-performance gradients allow bright blood pool and myocardial tissue contrast on Cine FIESTA while preserving spatial resolution.



Inhance 3D DeltaFlow

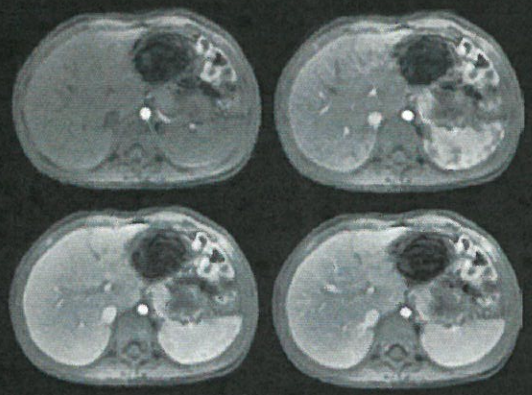


2D Cine FIESTA

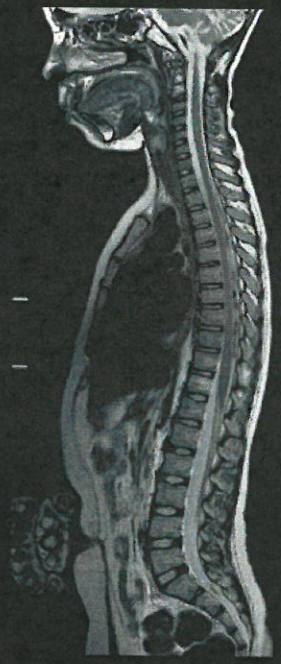


Black Blood – SSFSE

SS MDE



Navigated Turbo LAVA
Free Breathing Dynamic Liver
1.2 x 1.7 x 2.6mm
:25 sec / phase

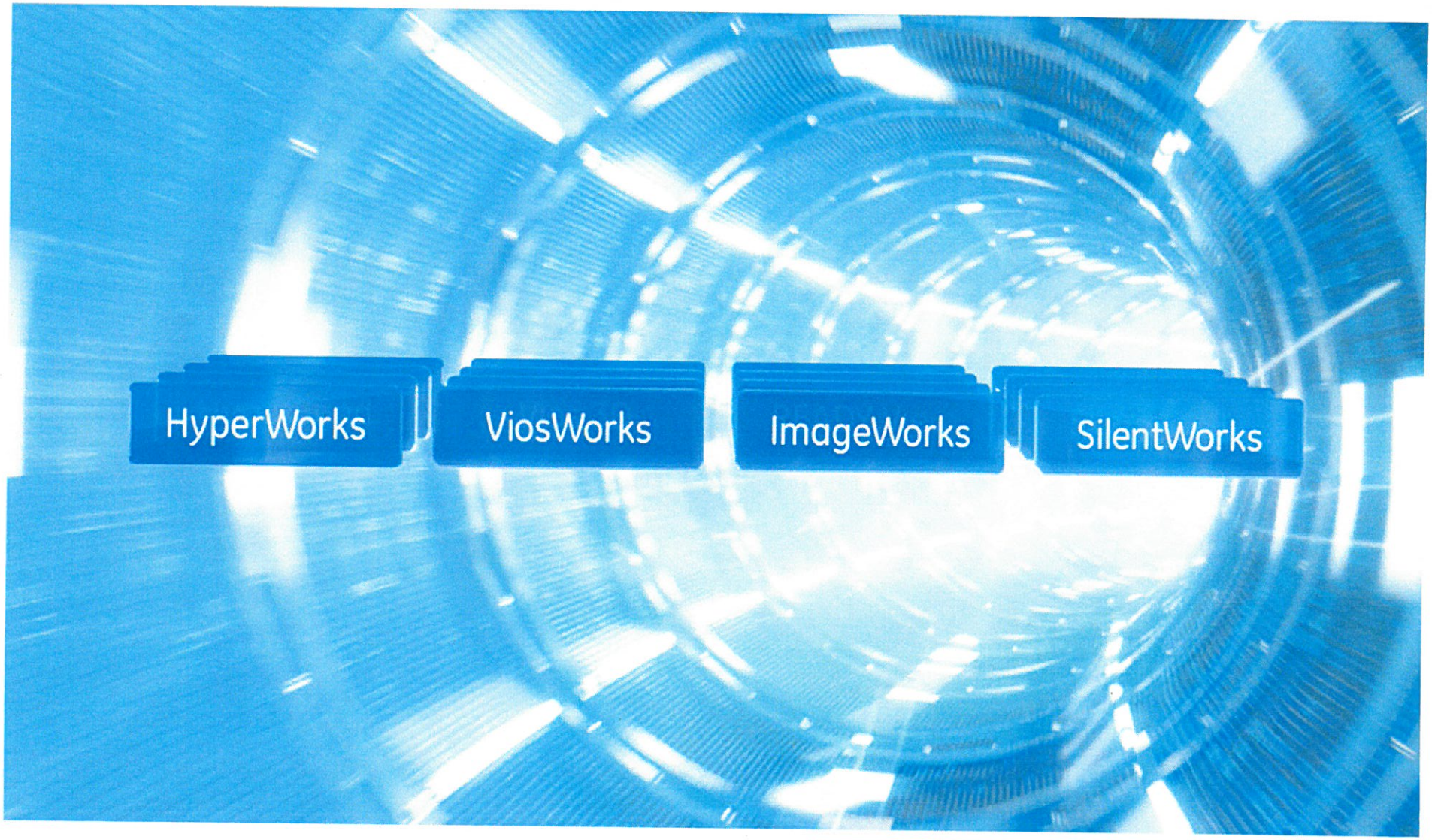


T2 frFSE Sagittal

PaedWorks

PaedWorks provides specialized protocols to simply address the needs of your smallest, most fragile patients. Techniques such as PB Navigators combined with PROPELLER MB are used with advanced techniques like diffusion imaging, allowing for patient-friendly, entirely free-breathing exams. Additionally, cardiac exams using Single Shot MDE provide faster, more reliable results.

Images on the left demonstrate dynamic T1 imaging with PB Navigator, which enables the patient to breathe freely while capturing contrast in fast temporal phases. Whole spine evaluation can be obtained simply with routine T2 frFSE imaging (right).


HyperWorks
ViosWorks
ImageWorks
SilentWorks

Expand

Broaden your areas of expertise

Take your expertise to the next level when you move beyond the standard with SIGNA™Works innovative applications. Improved image quality, higher efficiency and a more streamlined workflow help you perform better than ever before.

HyperWorks
HyperWorks means hyper scanning with astonishing imaging and impressive speed. Exclusively introduced on SIGNA™ Pioneer's hardware and TDI platform, HyperWorks includes HyperSense, which can deliver higher spatial resolution images or reduced scan times.

ViosWorks
For the first time, all 7 dimensions of information; 3D in space, 1D in time and 3D in velocity can be captured in a 10-minute or less cardiovascular scan. ViosWorks includes a cloud-based, real-time visualization tool, powered by Arterys™. ViosWorks is truly groundbreaking as it reduces the complexity and cost of cardiac imaging with improved results in a shorter amount of time.

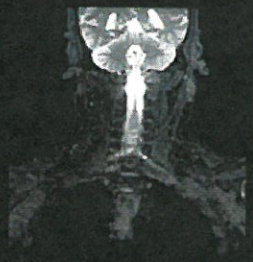
SilentWorks
SilentWorks is GE's most advanced noise-reducing technology and strengthens our promise to transform the patient experience. Traditional exams can be as loud as a rock concert, but our innovative SilentWorks technology reduces sound levels to roughly the same as ambient noise.

ImageWorks
ImageWorks boosts your overall MR performance through automation and advanced post-processing capabilities. READYView visualization and MAGiC one-and-done scanning help ensure consistent and clear results.

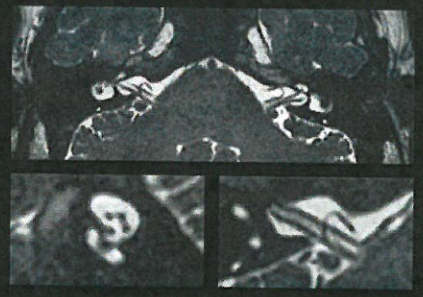
HyperWorks

HyperCube

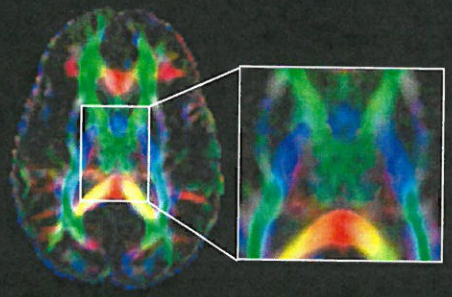
HyperCube expands the capabilities of 3D imaging, allowing you to significantly reduce scan times and eliminate artifacts such as motion and aliasing by reducing the phase field of view without the presence of aliasing artifacts.



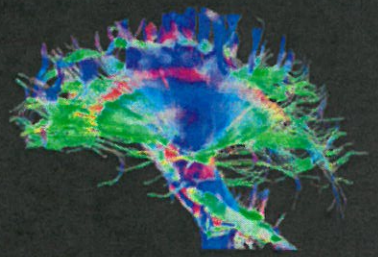
HyperCube T2 with Flex



HyperCube with HyperSense
IAC Cube T2
.5 x .5 x .6mm



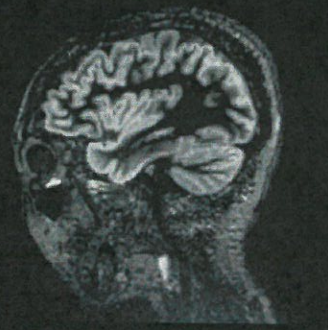
HyperBand FA Map

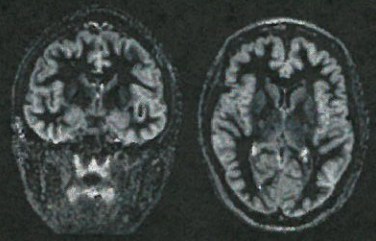


HyperBand DTI

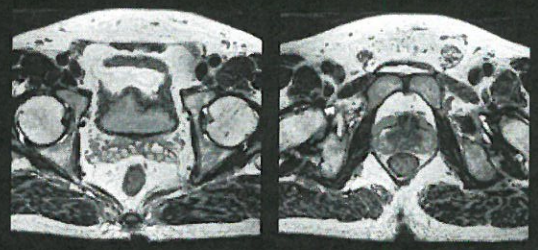
HyperBand

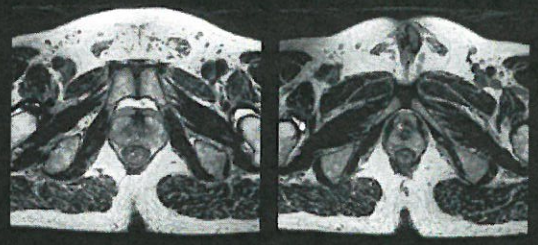
HyperBand takes your diffusion to a new level by allowing you to acquire more slices or diffusion directions within a typical scan.





Cube DIR
1.4 x 1.4 x 1.4mm
3:09 min

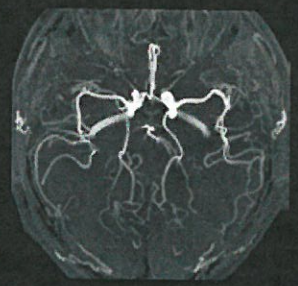




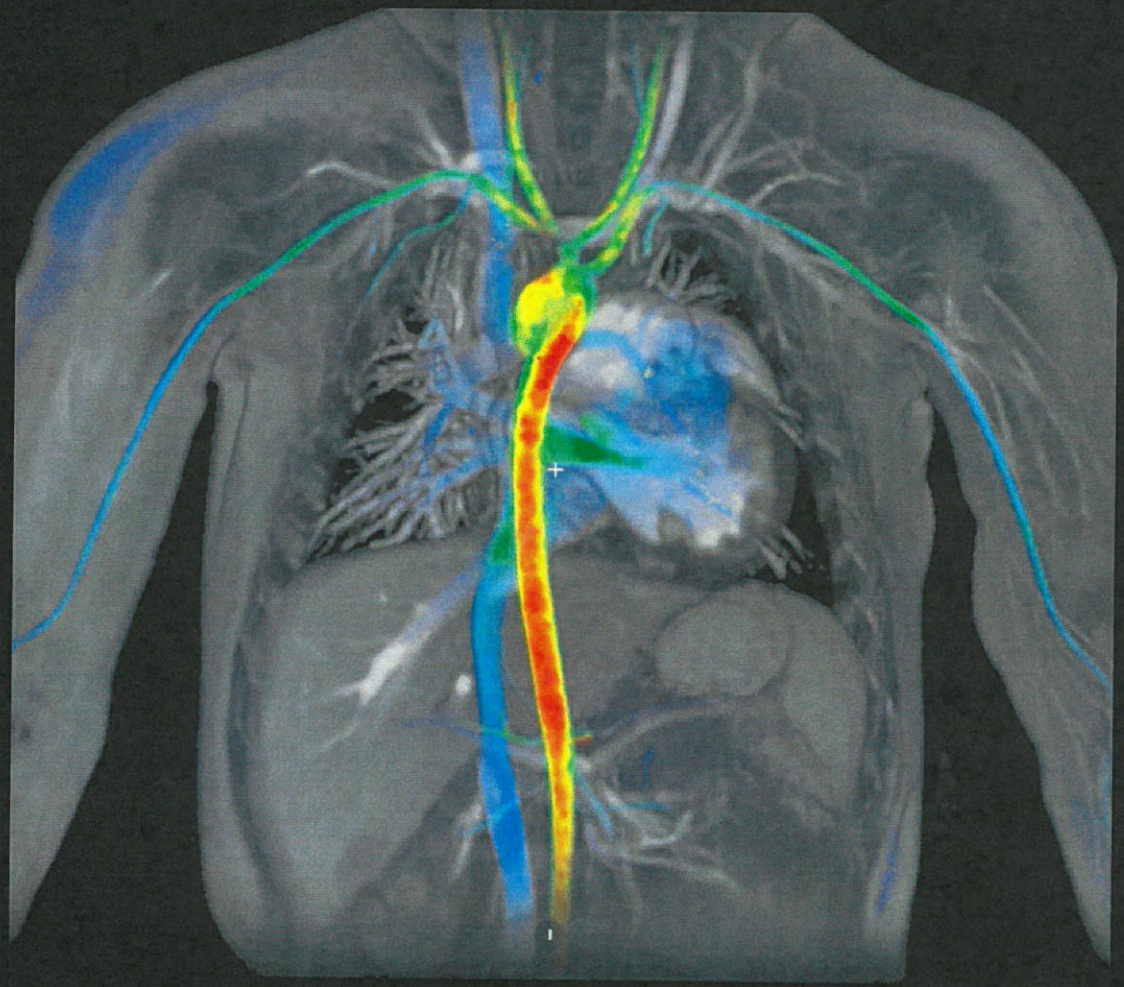
HyperCube T2 with HyperSense
.7 x .7 x .7mm
3:58 min

HyperSense

With HyperSense, you can obtain images with significantly fewer samples. HyperSense is not dependent on coil geometry and is less sensitive to image artifacts when compared to conventional parallel imaging techniques.



3D TOF
.6 x .6 x .6mm
3:29 min



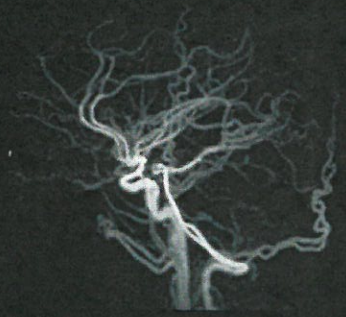
ViosWorks

ViosWorks, powered by Arterys™, provides detailed quantitative flow, regurgitant measurements and stroke volume. Thickness and mass and ejection fractions can be obtained with this precise and non-invasive solution.

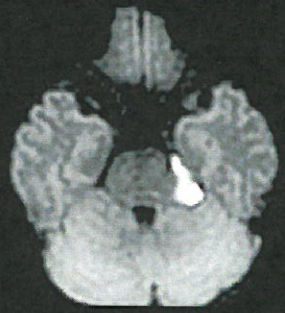
Post-processing may not be available in all regions.

SilentWorks

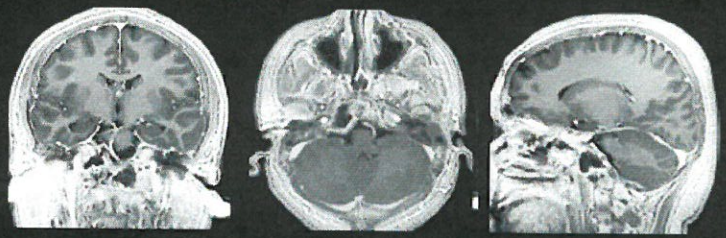
SilentWorks is available across all anatomies and can be done with multiple weightings and coils, including DWI. Zero TE techniques enable imaging in vasculature structures with less artifacts that are commonly seen on traditional scans. And with new enhancements like 3D Silenz and PROPELLER MB, your exam time is shortened without compromise.



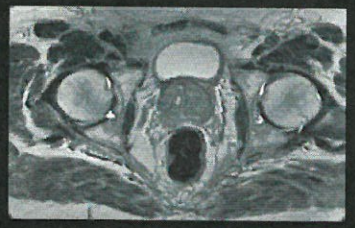
ZTE Silent MRA



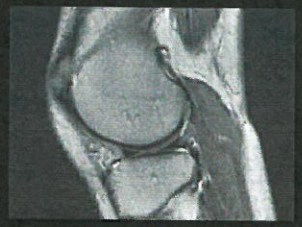
DWI with SilentScan



3D T1 Sagittal SilentScan



Silent T2 Axial

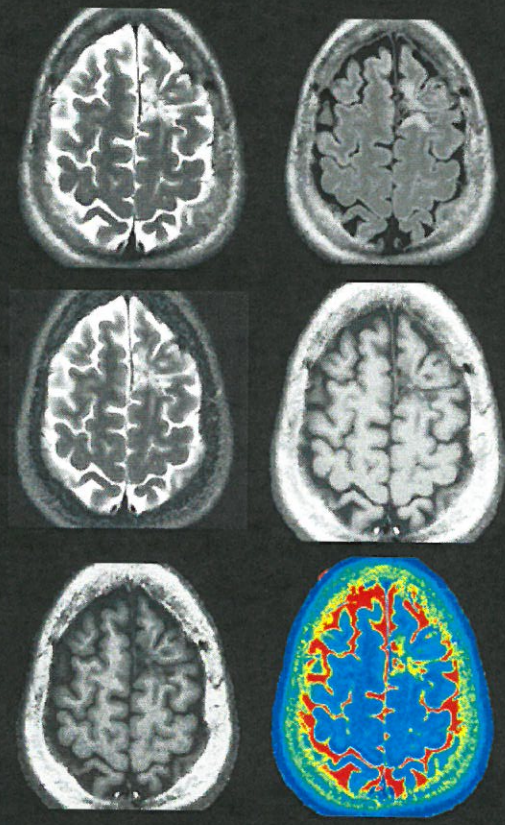


Silent T2 Sagittal

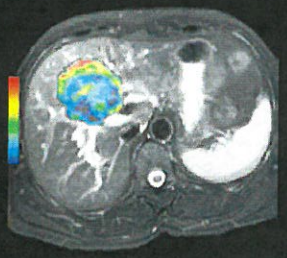
ImageWorks

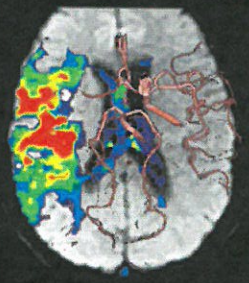
MAGiC

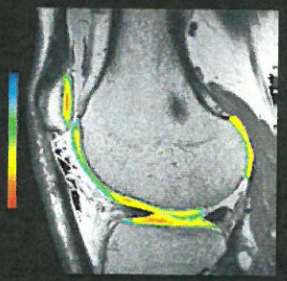
The secret of MAGiC lies in its unique ability to make possible multiple image contrasts in a single neuro scan. MAGiC delivers enhanced clinical flexibility by freeing up time for advanced imaging. MAGiC goes beyond the routine, providing complementary parametric data for a more complete picture. Image contrast can be changed by applying simple adjustments after acquisition.



T2, FLAIR (top), STIR, T1 (middle), T1 FLAIR and T2 maps (bottom) were acquired in one scan

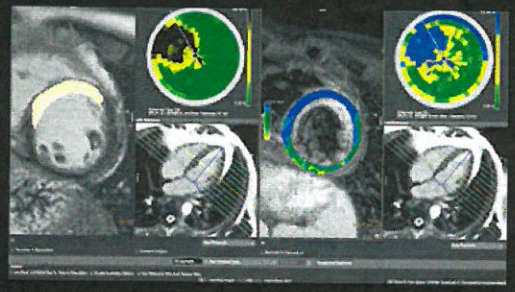


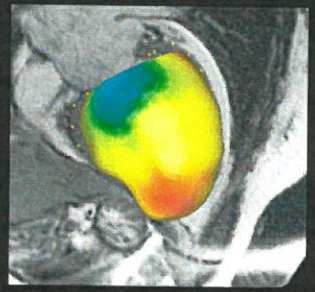


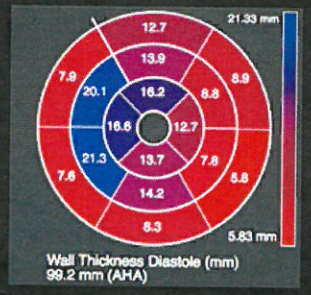


READYView

READYView helps simplify complex exams by providing a visualization platform that gives you access to advanced post processing technology. With READYView being directly available on the MR operator console, it accelerates workflow and reading readiness by eliminating time consuming post processing steps.





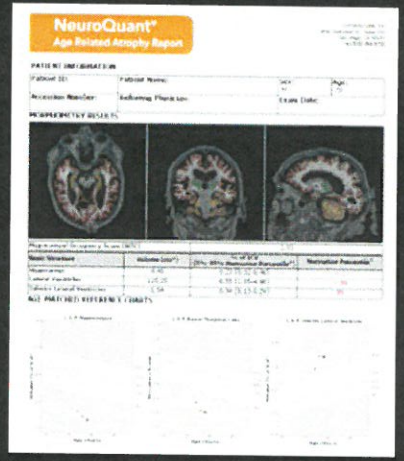


cmr^{42}

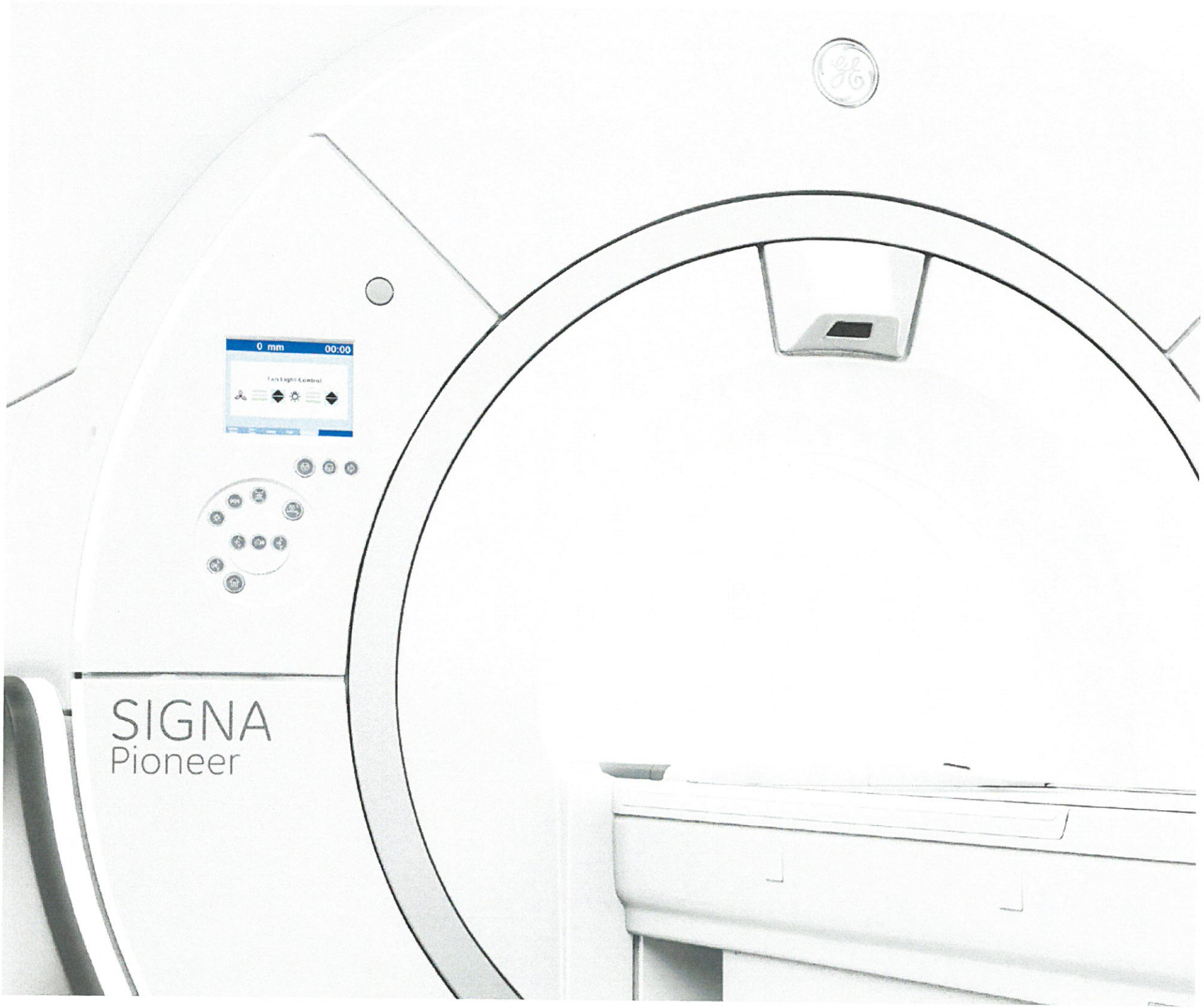
cmr^{42} is a comprehensive cardiovascular post processing solution that uses automated algorithms to assess tissue characterization, mapping, flow and function.

NeuroQuant

NeuroQuant automatically segments and measures volumes of brain structures and compares these volumes to norms. This information helps make a diagnosis and follow the progression of a disease. NeuroQuant can provide reports for a variety of clinical impressions, including Age Related Atrophy, Hippocampal Volume Asymmetry, Multi-Structure Atrophy, Triage Brain Atrophy, Brain Development and General Morphometry.



Sample images shown for post-processing capabilities only.


0 mm
00:00
SIGNA
Pioneer

Imagine

scans sharper than you thought possible.

Total Digital Imaging... a total imaging win.

The SIGNA™ Pioneer offers startling advances in imaging. Starting with pioneering technology called TDI. It stands for Total Digital Imaging, and it means greater clarity and increased SNR by up to 25%.

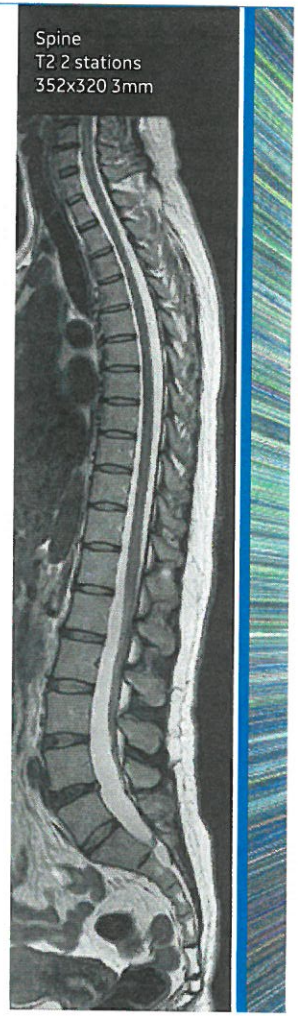
TDI is built on three fundamental components:

GE's **Direct Digital Interface (DDI)** employs an independent analog-to-digital converter to digitize inputs from each of 97 RF channels. Every input is captured and every signal digitized, literally redefining the concept of an RF channel. The result? Not only does DDI technology improve SNR of our images, but it also works with legacy GE coils for unmatched flexibility.

Digital Surround Technology (DST) combines the digital signal from every coil element with the signal from the integrated RF body coil. The superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil. The result? Richer, higher quality spine and body images.

Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with intelligent Micro Electro-Mechanical Switches (MEMS). The result? Coil design that supports ultrafast coil switching times for further expansion of zero TE imaging capabilities.

SIGNA™ Pioneer's novel RF architecture enhances 3D imaging capabilities, as well as resulting in superior image quality that is up to 25% better. This unique architecture strengthens applications like 3D ASL, for high SNR quantitative perfusion maps useful in many neurological diagnoses, and IDEAL IQ, for quantitative fat fraction maps of the liver to aid in diagnosis. And neither application requires contrast injections, eliminating both the cost of contrast and the pain of needles.



Maximize

Productivity by scanning one more patient per hour, every hour of every day.

Now, in addition to throughput benefits that are pure MAGiC, imagine being able to compensate for patient movement and free breathing during the scan, for consistently clear imaging and fewer repeat scans.

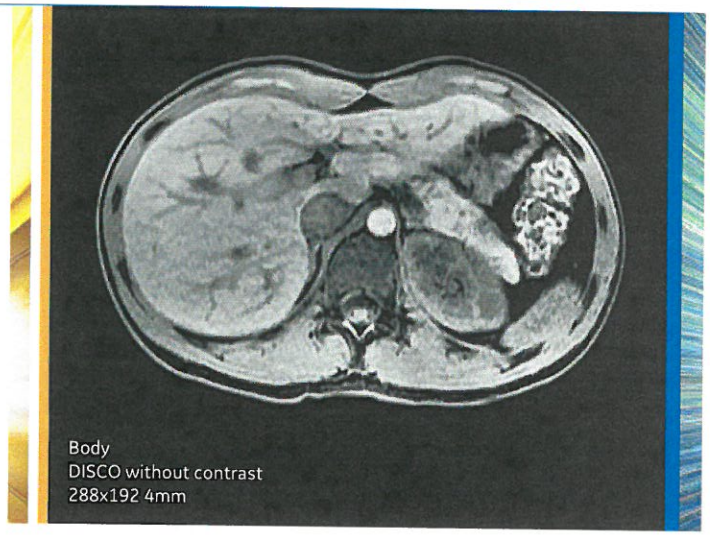
That's because the SIGNA™ Pioneer includes technologies like 3D PROMO, which provides a real time 3D navigator-based motion correction algorithm that corrects for corrupted, motion-induced data. The result? High resolution, motion-reduced 3D images. And of course, along with 3D PROMO, the SIGNA™ Pioneer also includes GE's proven PROPELLER technique.

The SIGNA™ Pioneer includes Auto Navigator, which delivers automated free breathing body imaging for maximum patient comfort. And for breath-hold imaging, the Turbo LAVA feature enables multiple high-resolution arterial phases in a single breath-hold, while also delivering shorter scan times.

MR as simple as CT.

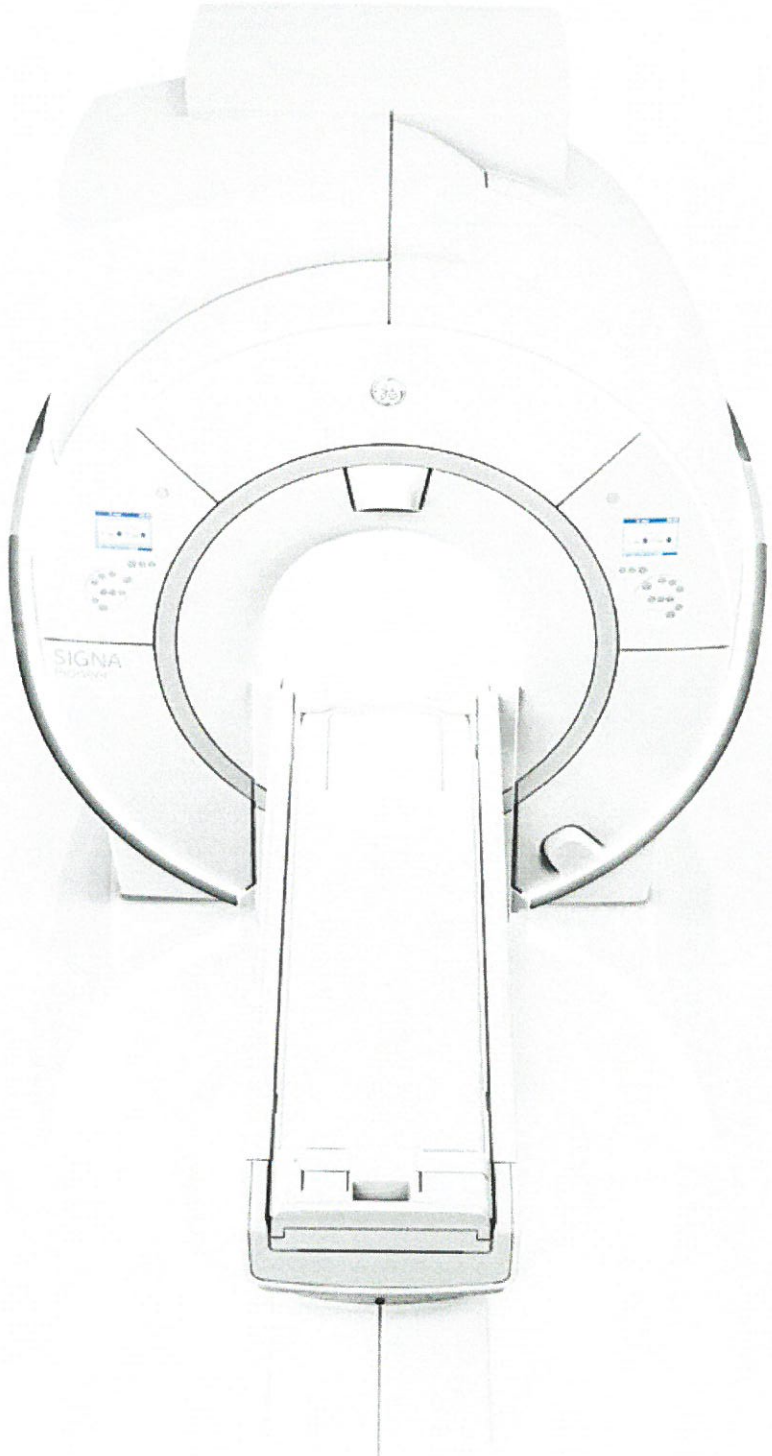
SIGNA™ Pioneer is breaking even more new ground by introducing DISCO (Differential Sub-sampling with Cartesian Ordering) that delivers advanced MR body imaging that's as simple as CT. For instance, with DISCO you can now get rapid, robust volumetric imaging of the entire liver in less than 3 second intervals. Simultaneous scan and injection help eliminate the fear of missed bolus, incorrect injection timing, and missed enhancements, because each scan is done right the first time.

And GE's Auto Protocol Optimization feature, available for breath-hold scans, allows any user to quickly select among a set of predefined protocol parameters to easily adapt to any situation, in order to shorten scan time or to increase resolution or SNR.



Lower costs to set up and operate.

Now, imagine getting all of this in a system that first lowers your costs to set up the system on site, because its footprint is 25% smaller, and then goes on to lower your operating costs, by consuming 25% less power than conventional 3.0T wide bore designs. Put this together and it represents exceptional economics overall for a wide bore 3.0T MR system. Clearly, the SIGNA™ Pioneer is not just pioneering very big advances, but it is engineering them into a surprisingly small frame.



Astonish

Discover how the SIGNA™ Pioneer is designed to deliver an unmatched patient experience.

With the SIGNA™ Pioneer, we're pioneering patient-centered design built on new notions of higher patient comfort and lower patient stress.

First, eliminating MR scan noise has long been one of the most important goals in advancing MR technology. And with the SIGNA™ Pioneer and GE's SilentScan technology, that goal has been virtually achieved.

Soothing Silence.

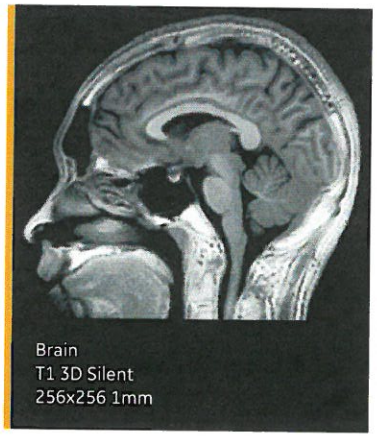
Thanks to SilentScan that is both revolutionary and proprietary, the SIGNA™ Pioneer reduces dB levels from an ear-splitting, motorcycle-level 91dB to within 3dB of scan room ambient noise.

Along with this dramatic advance comes the first-ever complete Silent Neuro Exam that includes Diffusion Weighted Imaging (DWI). In addition, we have expanded our Silent imaging capability beyond neuro imaging to musculoskeletal and spine imaging.

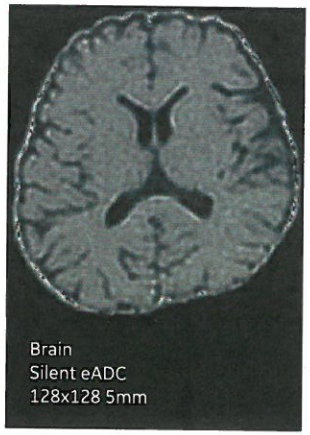
Now, the age-old problem of patients having to hold their breath or lay statue still? Consider that problem solved. With its advanced motion correction and free-breathing imaging applications, SIGNA™ Pioneer will compensate for patient movement.

And claustrophobia? The 70cm wide bore design means more space and less anxiety. And not only is the bore wider, but so is the table, offering the most comfort possible for your patients. The table even sits lower to the ground, making it easier for patients to get on and off.

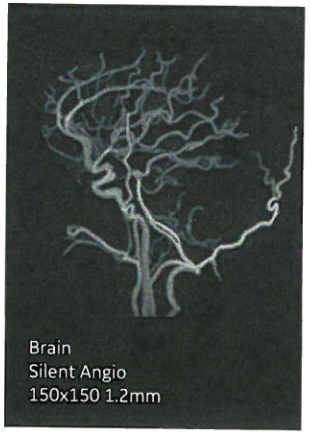
And what does all of this mean for patients? Quite simply, the SIGNA™ Pioneer is designed to deliver an unmatched patient experience.



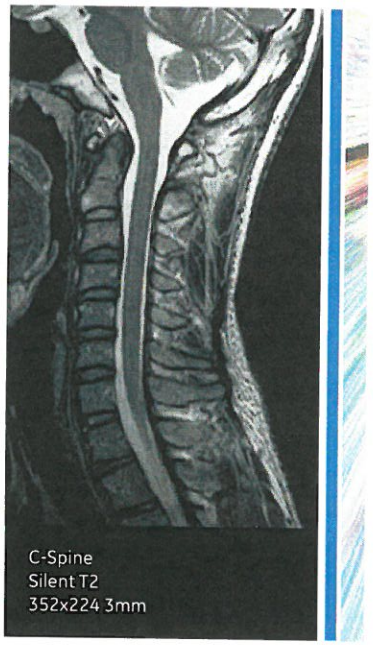
Brain
T1 3D Silent
256x256 1mm



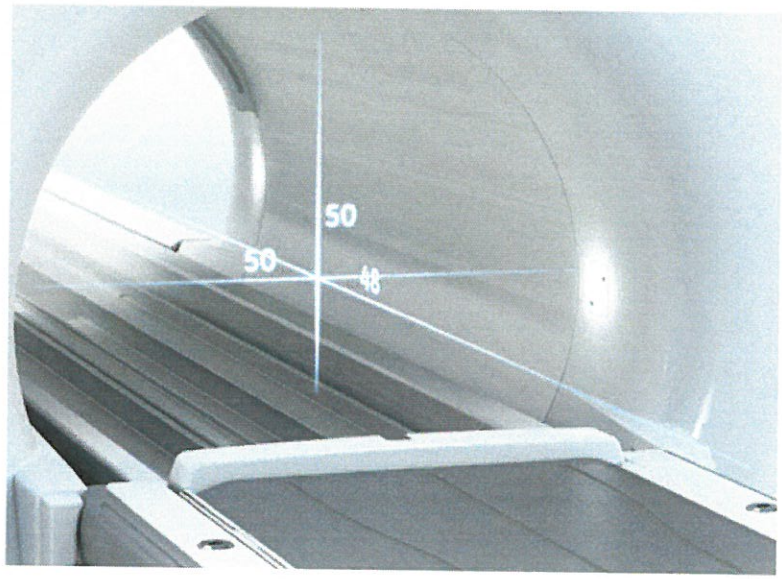
Brain
Silent eADC
128x128 5mm



Brain
Silent Angio
150x150 1.2mm



C-Spine
Silent T2
352x224 3mm



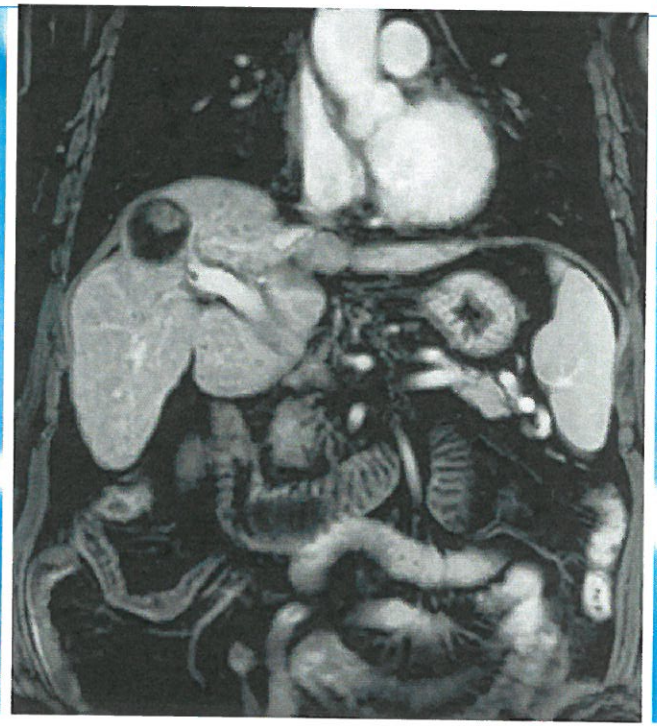
FOV

In addition to accommodating larger patients, full 50x50x48cm FOV in a 70cm wide bore allows you to properly image off-center anatomy such as shoulders and hips. The SIGNA™ Pioneer's phenomenal homogeneity enables our largest FOV ever, with higher gradient specifications. Additionally, excellent spatial integrity is provided by 3D GradWarp distortion correction. And no body part is left behind.

reFINE and deFINE

With reFINE, the challenge of 3.0T high-field uniformity has finally met its match. Just like a home theater surround system can be optimized, with reFINE, you increase your control over improved RF pulse efficiency, so you get clearer, crisper signals no matter your patient composition or position. reFINE makes consistent 3.0T imaging the rule, not the exception.

deFINE takes the results of SIGNA™ Pioneer to the next level by enhancing the image appearance with integrated, in-line, optimizable settings. These settings can be generated for each individual sequence or for the entire exam. With deFINE, you meet your high quality image needs and go beyond the normal.



About GE Healthcare

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

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

GE Healthcare
3200 N. Grandview Blvd.
Waukesha, WI 53188
USA

JB24472XX(1)

Attachment B

CIS SouthPark MRI Volume

Month	Volume
Jun-18	280
Jul-18	263
Aug-18	315
Sep-18	220
Oct-18	308
Nov-18	313
Dec-18	319
Jan-19	321
Feb-19	247
Mar-19	281
Apr-19	254
May-19	290
Total	3,411

Attachment C

GE Healthcare

June 13, 2019
Quote Number: **2006088407.2**
Customer ID: **20284**
Agreement Expiration Date: **9/11/2019**

Atrium Health
1000 Blythe Blvd
Charlotte, NC 28203-5812

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	$1,164,544.01
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.

Atrium Health

Signature: _____

Print Name: _____

Title: _____

Date: _____

_____
Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Herb Klann

Title: Imaging Account Manager

Date: June 13, 2019

GE Healthcare

June 13, 2019
Quote Number: **2006088407.2**
Customer ID: **20284**
Agreement Expiration Date: **9/11/2019**

To Accept This Quotation

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

Name: Herb Klann

Email: herb.klann@ge.com

Phone: 724-504-8778

Fax:

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

Atrium Health

Addresses:

Bill To:	ATRIUM HEALTH	ACCOUNTS PAYABLE, PO BOX 5379, PORTLAND, OR, 97228-5379
Ship To:	Atrium Health	1000 Blythe Blvd, Charlotte, NC, US, 28203-5812

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	S7526KJ	**SIGNA Pioneer 3.0T 65ch 26.1**

List Price
$1,590,000.00

The SIGNA™ Pioneer 3.0T MR system is designed with pioneering technology to maximize your productivity and ROI while delivering unmatched patient comfort, uncompromised clinical performance and streamlined workflow. The Pioneer configuration includes the system electronics, operating software, imaging software, post-processing software and RF coil suite:
- RF Receive Technology
- RF Coil Suite
- Ultra-High Efficiency Gradient System
- ART Quiet Technology
- Computing Platform and DICOM
- Comfort Plus Patient Table
- SIGNA™ Pioneer with Express Exam and READYView Workflow

Total Digital Imaging: The SIGNA™ Pioneer Total Digital Imaging RF architecture delivers pioneering technology that generates images with greater clarity and up to 25% increased SNR. TDI has three fundamental components:
- Direct Digital Interface (DDI) employs an independent analog-to-digital converter to digitize inputs from each of 65 RF channels. Every input is captured and every signal digitized to deliver high quality 3.0T images.
- Digital Surround Technology (DST) delivers the capability to simultaneously acquire MR signal from the integrated body coil and the surface coil. By combining the digital signal from surface coil elements with the signal from the integrated RF body coil, the superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil. This results in richer, higher quality spine and body images.
- Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with advanced Micro Electro-Mechanical System (MEMS) based blocking circuits enabling a coil design that supports ultrafast coil switching times for further expansion of zero TE imaging capabilities.

TDI Coil Suite: The Total Digital Imaging Suite of coils is designed to enhance patient comfort and image quality while simplifying workflow. The Coil Package includes:
- Integrated T/R Body Coil
- TDI Posterior Array
- TDI Head Neck Unit
- Anterior Array

The TDI Posterior Array is the first coil to include the Digital Micro Switch. The Integrated Posterior Array is symmetrically positioned within the patient supporting cradle, and coil connection ports are located at both ends of the table. This design enables all components of the TDI Coil Suite to support either patient orientation and enable a more comfortable patient position. The PA 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.
- Elements: 32
- Length: 120.5 cm; Width: 48.6cm
- S/I coverage: 113cm head-first or feet-first
- Parallel imaging in all three scan planes
- Head-first or feet-first positioning

The TDI Posterior Array is designed to be used in conjunction with the TDI Head Neck Unit, the 3.0T Anterior Array, and the Flex Coils. The TDI PA is invisible to additional surface coils when they are placed directly on top of the surface.

The TDI HNA consists of 3 imaging components: a head base-plate, an anterior neuro-vascular face-array, and the open face adapter. The open-face design provides a patient-friendly feel. The base plate may be used with the open face adaptor to accommodate cervical spine exams in large or claustrophobic patients or for patients with intubation. Improved access and patient comfort may be achieved through elevation of the superior end of the coil.
- Elements: up to 29 combined with PA and AA
- Length: 53 cm; Width: 35 cm
- Height with NV Array: 35 cm
- S/I coverage: up to 45 cm with PA and AA
- Parallel imaging in all three scan planes

The 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 28 combined with PA
- Length: 55.6 cm; Width: 67.4 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

Ultra-High Efficiency Gradient System: The SIGNA™ Pioneer gradient coil is 2x more efficient than previous gradient coil designs (i.e. the Pioneer gradient coil requires half the amount of current required by previous designs to generate the same gradient field). This eco-friendly design enables the gradients to deliver superior performance while significantly reducing power consumption. Further, the SIGNA™ Pioneer gradient driver includes Intelligent Gradient Control (IGC) technology which employs a digital control system that utilizes predictive models of the electrical and thermal characteristics of the gradient coil to maximize the performance of the gradient system to deliver exceptional clinical performance.
- Peak amplitude per axis: 36 mT/m
- Up to 150 T/m/s instantaneous peak slew rate per axis
- Intelligent Gradient Control
- Maximum FOV: 50x50x45cm
- Duty Cycle: 100%

Quiet Technology (ART): SIGNA™ Pioneer features Acoustic Reduction Technology (ART) designed to deliver an enhanced patient experience by significantly addressing both vibrational noise and airborne sound through 5 levels of technology.
- Gradient and RF coil isolation – isolates the resonance module from the magnet
- Vibro-acoustic isolation – isolated the magnet from the building
- Mass-damped acoustic barriers – further mute sound
- Gradient waveform optimization – user selectable

Computing Platform: SIGNA™ Pioneer utilizes a parallel, multi-processor design to enable simultaneous scanning, reconstruction, filming, post-processing, archiving, and networking. The keyboard assembly integrates an intercom speaker, microphone, volume controls, and emergency stop switch. Start scan, pause scan, stop scan and table advanced to center hot keys are also included.

Host PC Platform – Quad-Core Intel® Xeon E5-1620
- 32GB (8 x 4GB) DDR3-1600 ECC
- 3 x 300GB Solid State Drive SASA
- 24" Widescreen flat panel LCD with 1920x1200 dot resolution
- Single tower configuration
- 4.7GB SAS DVD interchange

Reconstruction Engine – Dell R620XL Intel® (16 Cores 2.6Ghz)
- Memory: 96 GB
- Hard Disk Storage: 3 x 300GB SAS 10k RPM HDD, SAS Drive
- 2D FFT/second (256 x 256 Full FOV): 62,000 2DFFT/second
- Operating System: Scientific Linux

DICOM: The SIGNA™ Pioneer 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. Please refer to the DICOM Compliance Statement for SIGNA™ Pioneer for further details.

SIGNA™Works clinical applications and SIGNA™Flow are the latest software platform from GE with core pulse sequences, specialized clinical applications, workflow enhancements and visualization tools designed to enable high productivity with exceptional quality and outcomes with SIGNA™ Pioneer.

SIGNA™Flow is designed to standardize and accelerate workflow from patient set-up to scanning to review. With SIGNA™Flow exams can be completed within a few mouse clicks – delivering quality and consistency for all patients and from all technologists. At the same time, SIGNA™Flow maintains the flexibility needed to rapidly adapt and optimize exams for patient specific situations.

- Comfort Plus Patient Table
- IntelliTouch Land-marking
- In-Room Operator Console
- Protocol Libraries and Management Tools
- Workflow Manager and Auto Functions
- Inline Processing, Networking and Viewing
- READYView post processing (on console)

Comfort Plus Patient Table: The SIGNA™ Pioneer offers a fully integrated Comfort Plus patient table (also known as TDI patient table), which features the embedded TDI Posterior Array, to help improve exam efficiency, and patient comfort. The Comfort Plus patient table can be lowered to very low heights to facilitate transfer of wheelchair patients. The cradle width has also been increased by ~30% from previous generations to enable a more comfortable experience for patients.
- Maximum patient weight for scanning: 550 lbs
- Maximum patient weight for lift: 550 lbs
- Automated vertical and longitudinal power drive
- Fast longitudinal speed: 25 cm/sec
- Slow longitudinal speed: 1.9 cm/sec
- IntelliTouch and laser land-marking
- Laser alignment land-marking

IntelliTouch Land-marking: IntelliTouch is designed to reduce land-marking steps for most exams to one touch. IntelliTouch sensor technology, integrated on each side of the Comfort Plus patient table, enables the user to establish the landmark for the exam by simply touching the sensor. In addition, SIGNA™ Pioneer provides laser alignment lights for exams that require greater precision.

The Dual In-room display monitors (IRD) speeds and guides the user through final patient set-up with intuitive controls and real-time feedback. Touch-screen monitors and key pads, integrated on both sides of the magnet, consolidate and place the necessary controls at the user's fingertips. During patient set-up, the in-room monitor updates status, and backlit keys guide the user to the next logical step. The in-room monitor also enables the user to check cardiac and respiratory waveforms without leaving the magnet room.

With the SIGNA™ Pioneer Dual In-room display monitors (IRD) the user has in-room control for:
- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and patient position
- Cardiac waveform display and ECG/EKG lead confirmation with gating control
- Respiratory waveform display
- IntelliTouch technology land-marking
- AutoStart to initiate scanning of the first series of the selected protocol
- Display connected coils and coil status
- Display of table location and scan time remaining
- Screen saver
- Control in-bore ventilation and lighting

The in-room display also allows for the integration of third-party tools.

SIGNA™ Pioneer Express Exam delivers an automated method to obtain patient, exam and protocol information from a DICOM work-list server. For sites with full DICOM connectivity, once a patient has been selected from the Modality Worklist, a new session can be started and the In-Room Operator Console will automatically highlight the relevant exam details. The Modality Worklist enables complete control of the MR protocol prescription, but also reduces work by allowing the MR protocol to be selected and linked to the patient record in advance of the patient's arrival.

SIGNA™ Pioneer Express Exam enables exam automation while also giving the user complete control of protocols for prescription, saving, searching, and sharing. Protocols are organized into two libraries: GE Optimized (preloaded protocols) and Site Authored (customized and saved). Protocols can be saved based on patient demographics, anatomy, scan type, or identification number for rapid search and selection, and commonly used protocols can be flagged as favorites for quick selection from the Modality Work-list. ProtoCopy enables a complete exam protocol to be shared with the click of a mouse and provides a process for managing protocols across multiple systems as well as saving protocols for back-up.

GE protocols provided with the system include Protocol Notes designed to guide the user through the procedure. For special applications, Protocol Notes also include video guides with step-by-step video-based demonstration and instruction. Protocol Notes can be edited by the user to reflect protocol modifications to aid communication among users.

SIGNA™ Pioneer Express Exam Manager and Linking: Upon selection, a protocol automatically loads into the Workflow Manager for implementation. The Workflow Manager controls location prescription, acquisition, processing, visualization and networking, and can fully automate these steps, if requested by the user. Once the target anatomy has been prescribed, the Linking feature can be used to translate appropriate parameters to all subsequent series that have been linked, eliminating the need for further action by the user.

Auto Functions when selected can automatically initiate the localizer, coil selection, series-to-series scanning, multi-station scanning, prescription of scan plans for brain exams, as well as delivered instructions to the patient. Pause and Resume allows the user to pause a scan in progress (even in automated mode), to respond to a patient need, and then resume mid-scan (without starting the scan over) helping to address rescans.

Auto Protocol Optimization (APx) is designed to optimize breath-hold exams by enabling rapid adjustment of imaging parameters for patient circumstances. APx automatically calculates alternative protocol parameters, to either optimize scan time or resolution, for one click selection.

Auto Navigators enable free-breathing (respiratory compensated) body imaging for patients unable to breath-hold. The diaphragm tracker pulse automatically places and updates to streamline workflow and eliminate the set-up time associated with respiratory bellows. Auto Navigators can be use with a broad range of imaging techniques including dynamic contrast enhanced T1-weighted imaging.

SIGNA™ Pioneer Express Exam Inline Processing automatically completes post-processing steps for the user after the images have been reconstructed and saved into the database. For certain tasks, such as vascular segmentation, the user must accept the results, or complete additional steps prior to saving the images to the database. These automated processing steps can be saved to the (scan) protocol to ensure consistent output and workflow:
- Diffusion weighted series: automatic compute and save
- Diffusion tensor series: automatic compute and save
- eDWI: automatic compute and save
- Image filtering: automatic compute and save
- Maximum/Minimum Intensity Projection: automatic compute and save
- Pasting: automatic compute and save
- Reformat to orthogonal plane: automatic compute and save
- T2 map for cartilage: automatic compute and save
- 3D Volume Viewer: automatic load
- Image Fusion: automatic load
- Interactive Vascular Imaging: automatic load
- FiberTrak: automatic load
- Spectroscopy: automatic load

SIGNA™ Pioneer Express Exam Advanced Visualization: READYView is an advanced visualization tool designed to simplify the quantitative analyses of multiple data sets. READYView automatically selects the most relevant post-processing protocol for the user and provides guided workflow and general assistance for the processing algorithms. In addition, the user can customize workflows with adjustable layouts, personalized parameter settings, and custom review steps. Key capabilities of READYView include the ability to analyze, export and save:
- Time series
- Diffusion weighted series
- Diffusion tensor series
- Variable echo series
- Blood oxygen level dependent series (functional data)
- Spectroscopy data (single voxel and 2D or 3D CSI)
- Elastography series

Neuro applications and imaging options optimized for the challenges of Neuro imaging.
- ReadyBrain automated brain exam prescription
- PROPELLER 3.0 motion robust radial FSE

- 3D Cube FSE-based imaging including Dual Inversion Recovery
- 3D COSMIC modified steady state imaging
- 3D BRAVO IR prepared fast SPGR imaging
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging
- SWAN 2.0 susceptibility imaging
- PROBE PRESS single voxel spectroscopy
- BrainStat AIF parametric maps
- READYview and BrainView post-processing

MSK applications and imaging options optimized for the challenges of MSK imaging.
- MARS High Bandwidth distortion reduction for FSE
- PROPELLER 3.0 motion robust radial FSE
- 3D Cube FSE-based imaging
- 2D/3D MERGE T2* multi-echo fast gradient echo imaging
- IDEAL fat-water separation imaging
- CartiGram T2 cartilage assessment
- READYView post-processing

Body applications and imaging options optimized for the challenges of Body imaging.
- Auto Navigators pencil-beam diaphragm tracker
- APx Auto Protocol Optimization for breath-hold exams
- PROPELLER 3.0 motion robust radial FSE
- 3D Cube FSE-based imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX
- 3D LAVA and TurboLAVA with Turbo ARC and SPECIAL
- 3D LAVA Flex and TurboLAVA Flex with fat-water separation
- IDEAL fat-water separation imaging
- IDEAL IQ fat-fraction quantification
- 2D Fat Sat FIESTA fast steady state imaging
- Enhanced SSFSE
- Multiphase DynaPlan
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- READYView and BodyView post-processing

Cardiac applications and imaging options optimized for the challenges of cardiac imaging.
- Body Navigators pencil-beam diaphragm tracker
- 2D/3D Time-Of-Flight and 2D Gated Time-of-Flight
- 2D/3D Phase Contrast and Phase Contrast Cine
- Inhance 2.0 non-contrast MRA suite
- TRICKS dynamic contrast-enhanced MRA
- SmartPrep automated bolus detection
- Fluoro Trigger real-time bolus monitoring
- 3D QuickStep automated multi-station imaging
- 2D FIESTA Cine steady-state, gated multi-phase imaging
- 3D FS FIESTA steady-state imaging with Fat Sat
- READYView post-processing

Pediatric applications and imaging options optimized for the challenges of Pediatric imaging.
- PROPELLER 3.0 motion robust radial FSE
- 3D Cube FSE-based imaging including Dual Inversion Recovery
- 3D COSMIC modified steady state imaging
- 3D BRAVO IR prepared fast SPGR imaging
- 3D FIESTA and 3D FIESTA-C fast steady state imaging
- eDWI enhanced diffusion with Multi-B value and SmartNEX

- DTI diffusion tensor imaging
- FiberTrak processing for diffusion tensor imaging
- SWAN 2.0 susceptibility imaging
- PROBE PRESS single voxel spectroscopy
- Body Navigators pencil-beam diaphragm tracker
- 3D LAVA and TurboLAVA with Turbo ARC and SPECIAL
- 3D LAVA Flex and TurboLAVA Flex with fat-water separation
- IDEAL fat-water separation imaging
- Inhance 2.0 non-contrast MRA suite
- TRICKS dynamic contrast-enhanced MRA
- BrainStat AIF parametric maps
- READYView and BrainView post-processing

Line	Qty.	Catalog	
2	1.00	M7001LT	**SIGNA Pioneer 3.0T Magnet**

List Price
$1,250,000.00

The SIGNA Pioneer is equipped with GE's most-advanced 3.0T magnet design, a spacious 70cm patient bore with bright inner-bore lighting, Total Digital Imaging RF architecture and MultiDrive RF transmit technology delivering performance, productivity and exceptional image quality.

GE's Wide-Bore Magnet Design: With GE's active shielding technology and space-age composite design, the lightweight 3.0T magnet minimizes weight while preserving homogeneity and minimizing fringe fields. The result is a 3.0T magnet that does not compromise performance yet can be installed almost anywhere. The magnet's high-homogeneity delivers excellent fat-saturation away from iso-center and ensures image quality over a full 50 cm field-of-view. Coupled with its zero-boil off technology and remote magnet monitoring technology, the SIGNA Pioneer 3.0T magnet is designed to provide years of worry-free, reliable, low-cost operation.

The SIGNA Pioneer introduces pioneering RF technology called TDI which stands for Total Digital Imaging and delivers imaging with greater clarity and increased SNR by up to 25%. TDI is built on three fundamental components:
- GE's Direct Digital Interface (DDI) employs an independent analog-to-digital converter to digitize inputs from each of the RF channels. Every input is captured and every signal digitized, literally redefining the concept of an RF channel. Not only does DDI technology improve SNR of our images, but it also works with legacy GE coils for unmatched flexibility.
- Digital Surround Technology (DST) combines the digital signal from every coil element with the signal from the integrated RF body coil. The superior SNR and sensitivity of the high-density surface coils are combined with the superior homogeneity and deeper signal penetration of the integrated RF Body Coil resulting in richer, higher quality spine and body images.
- Digital Micro Switching (DMS) technology represents a revolutionary advance in RF coil design by replacing analog blocking circuits with intelligent Micro Electro-Mechanical Switches (MEMS) by enabling coil design that supports ultrafast coil switching times for further expansion of zero TE imaging capabilities.

Dual In-Room Displays (IRD): By consolidating all controls into one place, the Dual In-Room Displays (IDR) provides real-time feedback to the operator to improve exam room efficiency with an in-room display monitor available at either side of the magnet, the technologist always has all the control he needs at his fingertips, irrespective of which side he is operating from. Further touch-screen capability makes the controls even more intuitive and easy to use. The display provides real-time interaction with the scanner and the host computer. The user has direct control or selection of the following:
- Display of patient name, ID, study description
- Display and entry of patient weight
- Display and entry of patient orientation and patient position
- Cardiac waveform display and ECG/EKG lead confirmation with gating control: trigger select, invert and reset
- Respiratory waveform display
- IntelliTouch technology landmarking
- AutoStart – initiate the scanner to automatically acquire, process, and network images
- Display connected coils and coil status
- Display of table location and scan time remaining
- Screen saver
- Control multiple levels of in-bore ventilation and lighting

Ultra High Efficiency (UHE) Gradient System: The SIGNA Pioneer gradient coil is 2x more efficient than previous generation of products (i.e. the pioneer gradient coil requires half the amount of current required by previous designs to generate the same gradient field). This eco-friendly design enables the gradients to deliver superior performance while significantly reducing power consumption. The gradient is non-resonant and actively shielded to minimize eddy currents and mechanical forces within the system. The gradient coil and the RF body coil are integrated into a single module, which is water and air-cooled for optimum duty-cycle performance and patient comfort. Further, the SIGNA Pioneer gradient driver includes Intelligent Gradient Control (IGC) technology which employs a digital control system that utilizes predictive models of the electrical and thermal characteristics of the gradient coil to maximize the performance of the gradient system to deliver exceptional clinical performance. Utilizing a unique acoustic barrier material, acoustic noise levels are reduced for enhanced patient comfort without compromising imaging performance.

SIGNA Pioneer MultiDrive RF Whole-Body RF Coil: The SIGNA Pioneer system with GE's MultiDrive RF transmit technology as a standard system feature. This system features a high efficiency 4-port drive RF body coil and independent RF amplitude and phase control to improve RF signal homogeneity across the field of view. The system features a fully automated optimization to adjust the RF settings for each patient to deliver optimal image quality regardless of patient size or shape.

Line	Qty.	Catalog	
3	1.00	S7525NZ	**Preinstallation Collector**

List Price
$163,642.00

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. This collector contains the integrated cooling cabinet and the patient comfort and cryo hoses.

Line	Qty.	Catalog	
4	1.00	M7000VA	**Vibroacoustic Dampening Kit**

List Price
$14,700.00

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	
5	1.00	M70012LR	**Pioneer Scan Room Collector - Long**

List Price
$50,500.00

The Long Scan Room Collector contains a collection of cables such as gradient cables and other materials necessary for system interconnections. The long configuration is designed for room configurations that require a long length based on distance between system components.

Line	Qty.	Catalog	
6	1.00	M70032IL	**Pioneer Scan and Equipment Room Kit - Long**

List Price
$22,000.00

The Scan and Equipment Room Kit includes the Pioneer System Cable Collector, Gradient Hoses, LCD Monitor, and Desktop Collector with mouse and pad.

Line	Qty.	Catalog	
7	1.00	M7000WL	**Main Disconnect Panel**

List Price
$12,000.00

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

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

List Price
$2,550.00

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

Line	Qty.	Catalog	
9	1.00	M70012RP	**English Language Kit**

List Price
$0.00

English Language Kit

Line	Qty.	Catalog	
10	1.00	R33002AC	**Standard Service License**

List Price
$0.00

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	
11	1.00	E8914DB	**Riedel MR Chiller for Pioneer/Voyager – Standard temp and coastal – 1 year service warranty**

List Price
$54,900.00

Selling Note
The coldest operating range on this chiller is negative 13 degrees Fahrenheit, if this chiller is to be used in extreme cold weather (down to negative 34 degrees Fahrenheit), please choose E8914DE.

Long Description
GE Healthcare has partnered with the Glen Dimplex Group to offer chillers designed to meet the needs of your MR System. This chiller is highly reliable and is verified to perform with GE Healthcare MR systems. As part of your integrated GE Healthcare solution, you'll work with a single contact throughout the whole installation. A Project Manager of Installation will help with building layout, room designs, delivery and installation - every step until your system is ready to scan. Our team will work seamlessly with architects,
contractors and your internal team to help ensure timely, cost-effective completion.
Once your cooling system is running, you'll get fast, highly-skilled service support managed through GE Healthcare with the same quality and response time you expect from your MR system.

FEATURES AND BENEFITS
- Designed to provide stable fully dedicated cooling for your MR system's needs
- Compact housing, zinc-plated and powder coated, painted white, suitable for outdoor installation
- Water/glycol outdoor-air-cooled chiller to support your highest exam volumes and your full range of diagnostic procedures
- Quiet operation between patient exams and overnight - ideal for facilities in residential areas
- Comes with installation support, commissioning of the chiller, one preventative maintenance visit, and 12 months of parts and labor warranty

• Installation support includes: support through GE's Project Manager of Install, GE's Design Center, technical support from the Glen Dimplex company
• Comprehensive and quality service rapidly delivered through our CARES service solution
• 300 liters of water-glycol pre-mixture (60/40%)
• Remote display panel provides the ability to monitor the system's operation from the control room. When plugged into a LAN connection, system can be remotely monitored and diagnosed for proactive maintenance.
• Highly recommended that Vibration Isolation Spring Kit (E8914DG) be added for systems that will be rooftop mounted
• Environmental friendly and non-ozone harming refrigerant R134a
• Condenser coated for coastal areas with specially treated nano coating to increase resistance against corrosion, salt water and dust

SPECIFICATIONS
• Net Cooling Capacity: 49 kW at 60Hz, 41kW at 50Hz
• Coolant Outlet Temperature: 50 F (10 C)
• Max Coolant Pressure : 3.2 Bar
• Refrigerant: R134a
• Coolant: 60% water and 40% glycol with inhibitors
• Ambient Temp Range: -13 to 122 F (-25 to 50 C)
• Tank Capacity: 100 liters
• Supply Voltage: 460v/3 phase /60 Hz or 400v/3 phase/50 Hz
• Overall Size (L x W x H) 855mm x 2295mm x 1930mm

COMPATIBILITY:
• GE Signa Pioneer 3.0T MR system and GE Signa Voyager 1.5T MR system

NOTES:
• Chiller is non-returnable and non-refundable.

Line	Qty.	Catalog	
12	1.00	W0302MR	**TIP MR 3.0T Training Program**

List Price
$125,714.00

This training program is designed for customers purchasing a GEHC 3.0T MR system. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline, and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:
Onsite training (generally 17 days)
Virtual Inclusions may include:
Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Onsite training days will be mutually agreed upon, but generally will not exceed 20 days. Onsite training will be provided from 8am-5pm local time Monday-Friday. Virtual Offerings are unlimited. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance, and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately.
All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Total Quote Net Selling Price: ***$1,164,544.01***

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

Quotation

Quote No. Q-00028048

Sales Support
tel (800) 633-7231
fax (412) 406-0952
radiologysolutions.bayer.com

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

This quotation has been prepared for: Carolinas Imaging Services LLC

Issued on 6/1/2019 **Valid until** 10/30/2019 **Trade-in required** No

Your Bayer Sales Team:

Anthony Capuzzi 724-940-7453, , anthony.capuzzi@bayer.com

Quotation Overview

PREMIER RADIOLOGY T7 & T8 Pricing Applied

Bayer's diagnostic imaging products, software, and equipment service help healthcare teams in radiology address their critical performance, quality, uptime, and scheduling requirements.

Please note: If pricing and terms of this [order/quote] are based upon your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing.

>See Products and Services Details in this quote for an itemized breakdown of quoted products.

Imaging Products and Services

Product Name	Total List Price	YOUR PRICE
MRXperion - Medrad® MRXperion™ MR Injection System(s) and Related Products/Services		$38,449.00
TOTAL(Local taxes, shipping and/or handling to be invoiced when applicable)		**$38,449.00**

Additional Comments

Taxes: $ 2,814.04
Freight: $365.33

All Pricing is in U.S. Currency.

Quotation continued

Quotation prepared for: Carolinas Imaging Services LLC

Issued on 6/1/2019 Valid until 10/30/2019

Products and Services Details

MRXperion - Medrad® MRXperion™ MR Injection System(s) and Related Products/Services

MRXperion™ Injector System

Item(s)	Catalog No.	Qty	Unit List Price	Contracted Price	YOUR PRICE
Medrad® MRXperion® MR Injection System	MRXP 200	1			$35,750.00
Installation - Medrad® MRXperion MR Injection System	INS MRXP	1			$2,400.00
2 syringes per kit (115 mL/65 mL), large & small spike, 96" LPCT with T-con and check valve - 20 kits/box	XP 65/115VS	1			$299.00

Subtotal	$38,449.00
TOTAL	**$38,449.00**
SHIPPING & HANDLING	$365.33
GRAND TOTAL (Local taxes, shipping and/or handling to be invoiced when applicable)	**$38,814.33**

All Pricing is in U.S. Currency.

Quotation

Quote No. Q-00028048

Sales Support
tel (800) 633-7231
fax (412) 406-0952
radiologysolutions.bayer.com

Bayer HealthCare LLC
1 Bayer Drive
Indianola, PA 15051

This quotation has been prepared for: Carolinas Imaging Services LLC

Issued on 6/1/2019 **Valid until** 10/30/2019 **Trade-in required** No

Your Bayer Sales Team:

Anthony Capuzzi 724-940-7453, , anthony.capuzzi@bayer.com

If you are using this quote as a purchase order, please complete the Acceptance and Billing information below:

Acceptance and Billing

Your signature below indicates your acceptance of this Agreement, including the terms and conditions included as part of this document. Please complete the information below, along with your Purchase Order referencing Quote # Q-00028048, and email this form to Sales Support at risalessupport@bayer.com AND your SC, Anthony Capuzzi, at anthony.capuzzi@bayer.com.

If pricing and terms of this order are based on your current Group Purchasing Organization (GPO) affiliation, any change to your current affiliation may require a new quote or updated terms and pricing. If your organization is tax exempt, please notify Sales Support at 1-800-633-7231.

Payment terms
30 days due net

Terms of Delivery
Charlotte

Customer contact

Address
1705 East Blvd
Charlotte, NC 28203

Billing Information
1705 East Blvd
Charlotte, NC 28203

Customer Number
3955292

Phone

Additional Customer Comments

PO#
Write PO number

PO Amount
Write PO amount

Customer Approver
Write customer name

Customer Approver Title
Write customer title

Billing Email Address (if applicable)
Write email address

Customer Approver Signature
X
Please print and sign

Date
MM/DD/YYYY

All Pricing is in U.S. Currency.

Bayer Product Terms and Conditions

GROUP PURCHASING AGREEMENT

If Customer is a member of a group purchasing organization ("GPO") who has a contract with Bayer, the terms of that GPO Agreement will supersede the terms herein.

SERVICE AGREEMENT SERVICE RATES AND POLICIES

BACKGROUND Bayer Healthcare LLC is referred to herein as "Bayer" and agrees to provide services to Buyer under the terms set forth in this Agreement.

MODIFICATIONS The prices and terms on this Agreement are not subject to verbal changes or other agreements unless approved in writing by Bayer's Corporate Office. Bayer is not responsible for typographical errors.

The following terms and conditions will not apply to the license of Bayer's Radiation Dose Management software (sometimes referred to as "RDM") and Contrast Dose Management software (sometimes referred to as "CDM"). A separate license agreement will be provided and will govern the license of RDM and CDM.

ACCEPTANCE

Bayer's products and services are sold only under the terms and conditions stated on this quotation. Acceptance of any Purchase Order is expressly and exclusively made conditional on your assent to these terms and conditions. Any different or additional terms and conditions that may appear in your Purchase Order or any other document sent by you, shall have no effect. Bayer expressly objects to and rejects all inconsistent or additional terms, conditions and limitations contained on any of your forms or other writings. If you do not communicate your objection to these terms and conditions in writing and within a reasonable time, or if you accept the goods covered by this Quote, you will be deemed to have accepted these terms and conditions and they will control in all instances. If the Products include embedded software or if you are purchasing software, BY HAVING THE SOFTWARE INSTALLED AND USING THE SOFTWARE PURCHASED HEREUNDER, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS QUOTE, DO NOT INSTALL OR USE THE SOFTWARE AND NOTIFY BAYER IMMEDIATELY.

PRICING

Prices are based on costs and conditions existing on the date of this Quote and may be changed by Bayer before final acceptance. The pricing for products and services provided pursuant to this Quote may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that you are obligated to: a) fully and accurately disclose the amount of any such discounts, rebates, or other price reductions in your cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure and b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any product listed as $0.00 on this Quote may constitute a discount that you should evaluate when filing such reports. You may request additional information from Bayer in order to meet your reporting or disclosure obligations, by writing to the address set forth in this Quote.

All payments are due net thirty (30) days on the total invoiced amount. For all new customers Bayer requires a thirty percent (30%) pre-payment for all capital equipment orders, unless otherwise agreed to by Bayer. Bayer must approve any payment terms other than net thirty (30) days.

SHIPPING

All shipping dates are tentative. Bayer will make every reasonable effort to meet shipping dates referenced in this Quote. However, Bayer will not be liable for its failure to meet any such date.

INSTALLATION

The cost of installation is not included in the product price and is your responsibility unless otherwise stated. For details on equipment installation, you should consult with your Bayer Sales Representative or refer to your Products Manual, which is included with your equipment.

If this Quote includes installation of an overhead counterpoise system (OCS) it is your responsibility to ensure a suitable mounting location for the system. The counterpoise ceiling plate is required to be installed prior to Bayer installation of the counterpoise system and installed in accordance with the specifications listed in the installation manual. The OCS ceiling plate should always be installed by a qualified Structural Engineer and/or Architect. In addition, if applicable building codes require the use of a conduit, you are responsible for ensuring that a conduit is available prior to Bayer's installation.

If this Quote includes a Spectris Solaris with an Integrated Continuous Battery Charging System (iCBC), installation will require a standard power outlet in the scan room, or authorization to install a filter through the penetration panel.

LICENSE

If the Products include embedded software, or if you are purchasing software, Bayer grants to you a non-exclusive license to use such software provided by Bayer, solely in connection with, or to operate, the Products. Use of the software for any other purpose is strictly prohibited. This license is effective on the date you begin using the Products and software and will continue in effect unless you return the Products or software or if the license is terminated because you breach any provision of these Terms. Upon termination you shall immediately cease use of all software and shall return the Products and software to Bayer. The software

PRODUCT WARRANTY

NEW PRODUCTS: Bayer warrants that all new Bayer products are free from defects in workmanship or material under proper, normal use and service for a period of one year (12 months) from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

REFURBISHED: Bayer warrants that all refurbished Bayer products shall perform in accordance with the documentation provided, under proper, normal use and service for a period of the shorter of a) 90 days from installation or b) six months from shipment, unless a longer period is provided on the warranty with the products, or as otherwise provided herein.

DISPOSABLE PRODUCTS: If this Quote includes disposable products, Bayer's warranty shall be limited to repair or replacement of any defective disposable product upon receipt of the defective product and a Bayer Return Goods Authorization. You acknowledge that the disposables and the equipment are a system and your actions regarding your equipment may invalidate your warranty on the disposables.

During the warranty period, there shall be no charge for any action deemed necessary by Bayer, including parts, travel, or labor to fulfill the terms of the warranty, during local business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except Bayer holidays.

SERVICES WARRANTY

If this Quote includes a service agreement that covers Corrective Maintenance, there will be no charge, for the period stated on the agreement, for any action (parts, labor, travel) deemed necessary by Bayer to service the equipment, excluding those items listed under "Exceptions". Bayer will perform on-site Corrective Maintenance during the hours specified on the maintenance program purchased. Buyer shall pay, as an additional charge for on-site Corrective Maintenance, all field labor and travel time, outside normal hours at Bayer's current service rates, including any appropriate premiums.

WARRANTY ON REPAIRS: All materials, labor and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of this agreement or ninety (90) days from the date provided.

PREDICTIVE MAINTENANCE SCHEDULE: If this Quote includes a service agreement, Bayer shall perform Predictive Maintenance on the Product(s) during the hours specified in the maintenance program purchased. For Injector Products, Bayer will perform Predictive Maintenance within the first sixty (60) days of the effective date of the agreement or within twelve (12) months from the last PM provided by Bayer, unless otherwise agreed. Predictive Maintenance performed outside of PM Hours will be charged an additional one half (1/2) of Bayer's current hourly service rate, including any applicable premiums.

UPTIME GUARANTEE: If this Quote includes a service agreement that includes an uptime guarantee the following language applies: THIS PROVISION IS NOT APPLICABLE FOR PRODUCT PURCHASES—CUSTOMERS ARE ONLY ENTITLED TO UPTIME GUARANTEES IF THEY PURCHASE SELECTED SERVICE AGREEMENTS. For any calendar quarter during the term of this service agreement, and as per the terms of the service agreement, Bayer guarantees that the Product(s), will maintain a level of uptime equal to or greater than 97%.

Uptime is defined as the state when the Product(s) is working and/or available for use to your satisfaction. Downtime is defined as the state when the system is not operable due to breakdown, performance of repairs, or failure to perform according to specifications. The period of downtime shall be from notification of the manufacturer's service call center (1-800-633-7237) until the Product(s) is returned/presented to the designated representative properly functioning and ready for use. Scheduled routine preventive maintenance, scheduled upgrades of Product(s) or software, operator error in use of the Product(s), failures designated under "Exceptions" of the terms of the service agreement, and external failures (i.e., power loss) shall not be considered downtime. The effectiveness level is computed as follows:

Uptime will be calculated using the following formula:
Uptime = (T-TNF) x 100

Where "T" is the total number of hours (24 hours/day x 7 days/week x 13 weeks) and "TNF" is the number of covered hours (less any time a loaner or consigned spare part is made available) the Product(s), or any component of the Product(s) is not functional during the quarter. "TNF" will be measured beginning with the time of initial notification to Bayer that the Product(s) is inoperable for clinical use and the time the Product(s) is available again for clinical use. If any portion of the total functionality of the Product(s) is unavailable for operational use, the Product(s) will be considered down.

Downtime will not be calculated for (i) hours that are outside of contracted coverage terms, (ii) any malfunction or damage described under "Exceptions" in the manufacturers extended warranty or extended service agreement terms, (iii) scheduled preventive maintenance, or any other scheduled event, including

those for the convenience of You, (iv) malfunctions caused by operator error, or (v) abuse of the Product(s), dead batteries, use of the Product(s) beyond its intended use or failure resulting from changes to the operator environment (i.e., scanner software, upgrades, changes, new magnet, room construction, etc.).

You will calculate uptime after each calendar quarter and will notify Bayer of any incident of non-conformance within 15 days of any such non-conformance. If uptime is less than 97%, then Bayer, upon verification, will extend the term of the service agreement without charge by one week for every full day that the Product(s) or any component of the Product(s) thereof is not operational beyond the allowable 3% level.

EXCEPTIONS TO PRODUCT WARRANTY AND SERVICE AGREEMENT COVERAGE

Your actions may invalidate this warranty. If Bayer determines that an equipment or disposable problem is due to any of the following, you agree to pay Bayer for all labor, travel, material handling and shipping at Bayer's, or Bayer's agents, standard rates:

Malfunctions and Damage

a) Malfunction or damage due to abuse, misuse or spillage of any type of fluid in or on the unit.

b) Malfunction due to operator error, including failing to follow specified provisions of the Operations Manual.

c) Malfunction or damage due to unauthorized modification or repair. Unauthorized actions may jeopardize functionality, reliability, or operator and patient safety. Therefore any claim caused by unauthorized modification or repair shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.

d) Malfunction or damage due to the use of non-Bayer or non-approved accessories. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.

e) Damage by fire, floods, or other disaster commonly known as "Acts of God".

f) If the Products include any Counterpoise system, any system malfunction, damage or failures due to improper installation or not meeting Bayer's specific requirements for level and plumb and/or loading as specified in the Bayer manuals.

g) If the Products include any Counterpoise system, any ceiling or wall support structure used to mount or support an Injector.

h) Overhead Counterpoise System is excluded from Bayer's warranty. Bayer does not in any way warrant such structure.

i) Failures caused by network outages or improper network configuration.

j) Specific services plans may include additional exceptions so please review the details of your service plan.

WARRANTY EXCLUSIONS

EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT IS AWARE OF YOUR INTENDED USE OF THE PRODUCT), AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATION OF BAYER'S PRODUCT OR SERVICE. BAYER WILL NOT BE RESPONSIBLE FOR DAMAGES THAT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BAYER FOR THE PRODUCT OR SERVICES FURNISHED, OR TO BE FURNISHED, UNDER THIS AGREEMENT. Some states do not allow the exclusions on limitation of incidental or consequential damages, so the above limitations may not apply.

This Limited Warranty gives you specific legal rights and you may also have other rights.

SOFTWARE WARRANTY

If the Products include embedded software or if you are purchasing software, Bayer warrants that the software will substantially conform to the functional specifications contained in the Operations Manual for one year following delivery. This warranty shall not apply if you use the software in a manner that is not authorized or not in accordance with the user instructions or if you modify the Products or the software or if a party other than Bayer provides service to the Products or software. Bayer does not warrant that the software will operate uninterrupted or that it will be free from minor defects or errors that do not materially affect its performance. Your sole and exclusive remedy for any damages or loss in any way connected with the software whether due to Bayer's negligence or breach of any other duty shall be, at Bayer's option: i) to bring the performance of the software into substantial compliance with the functional specifications or ii) return of an appropriate portion of any payment by you with respect to the portion of the software that is not functioning.

INDEMNIFICATION

Bayer agrees to indemnify, defend and hold you harmless from any liability, loss, expense, cost, claim or judgment (including attorneys fees), arising out of any claim by a third party for property damage, or personal injury or death where the product or

services were alleged to have caused or contributed to the damage, injury or death, provided that this indemnification does not extend to injuries, damages or death to the extent caused by the negligence, reckless disregard or intentional acts of you or any third party.

FORCE MAJEURE

Bayer will not be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond Bayer's reasonable control.

COMPLIANCE WITH LAWS/EXPORT

In addition to any rights and remedies specifically identified here in this Quote, Bayer shall have all rights and remedies conferred by law. Bayer shall not be required to perform its obligations under this Quote if you have defaulted (e.g., failed to pay) under this Quote or any other contract involving Bayer. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America. You warrant that you are and will remain in compliance with all export and re-export requirements, laws and regulations of the United States of America and any other applicable export and re-export laws and regulations.

HIPAA

Bayer represents that it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

SERVICE AGREEMENT CANCELLATION

Bayer may terminate any Service Agreement by giving written notice to you if you have not made payment by the due date or if you do not give Bayer access to the equipment at the scheduled time for service. You may cancel this Agreement at any time by giving sixty (60) days prior written notice to the Bayer Service Department. If the Agreement is terminated for any reason Bayer shall refund to you an amount equal to the amount you prepaid for the service that year less the assessed value of any Engineered Predictive Maintenance ("EPM") performed and the assessed value of any remaining agreement covered. If the EPM was performed and at least one onsite emergency service event was performed during the agreement period, the agreement shall be considered fulfilled and no refund for that service year will be due to you.

VirtualCare® REMOTE SERVICE. Bayer may provide remote diagnostic and monitoring services on the products under this Agreement using Bayer's proprietary hardware and software (the "Maintenance Materials"). Bayer provides the Maintenance Materials to you for use with the VirtualCare service. You have no right to use the Maintenance Materials except for the VirtualCare service and title to the Maintenance Materials remains with Bayer at all times. You may not sell, assign or transfer the Maintenance Materials to any third party. If you terminate VirtualCare service for any reason, you must contact Bayer to facilitate the return of the hardware to Bayer. If you fail to return the hardware to Bayer or breach the use provisions set forth herein, Bayer may remove the hardware from your site. The Maintenance Materials are and will remain Bayer's sole and exclusive property and Bayer does not grant you any licensed rights in the Maintenance Materials. In the event this Agreement is terminated or is not renewed, within sixty (60) days of contract termination or expiration Bayer will disable the VirtualCare system so that all auto alerts originating with the VirtualCare system will be muted and Bayer will no longer receive such notices. If the VirtualCare system is disabled by Bayer or taken offline by you, Bayer will no longer continue its current practice of automatic remote monitoring and error code detection, or proactive event assessment and diagnostics. You understand that the VirtualCare connection may still exist but that no information will be relayed to Bayer from your systems.

Attachment D

GE Healthcare Technologies

GE Healthcare
PO Box 414
Milwaukee, WI 53187

June 13th, 2019

Chris Hollar
Manager, Capital Acquisitions
Materials Resource Management
Atrium Health
Office: 704-512-7247

RE: HDxt 704333MR2

Dear Chris,

Thank you for allowing General Electric Healthcare (GEHC) the opportunity to earn your business. Atrium Health (AH) / Carolinas Imaging Services SouthPark (CIS SP) is a valued customer and we truly appreciate the partnership we share.

The purpose of this letter is to inform you that General Electric Healthcare will be responsible for removing your existing HDxt system as part of your upcoming GE 3T Pioneer MRI purchase and estimate the de-installation and removal will be completed at no additional charge to AH. AH will be responsible for the cost of any scan room construction, renovation, clearing the rig path, rigging costs, and opening the Lab room access panel. We will work closely with your facilities planning department to insure proper timing of the de-installation. The system will be de-installed, removed, and shipped by our GE team to our Goldseal business in Waukesha, WI. We understand and confirm that this unit may not be returned to the State of North Carolina without proper authorization from the North Carolina Certificate of Need (CON) section of DHSR.

Thank you again for the opportunity to earn your business. If you have any additional questions, feel free to call me at any time.

Sincerely,

-Herb

Herb Klann
Account Manager, GE Healthcare
Diagnostic & Interventional Imaging

M 724-504-8778
Herb.Klann@GE.com

Attachment E

PROPOSED TOTAL CAPITAL COST OF PROJECT

Project name: SouthPark MR Magnet Replacement

Provider/Company: Carolinas Imaging Services

(1)	Purchase price of land	
(2)	Closing costs	
(3)	Site Preparation	
(4)	Construction/Renovation Contract	$505,291
(5)	Landscaping	
(6)	Architect/Engineering Fees	$43,250
(7)	Medical Equipment	$1,293,512
(8)	Non Medical Equipment	
(9)	Furniture	
(10)	Consultant Fees (CON Fees, Legal Fees)	
(11)	Financing Costs	
(12)	Interest During Construction	
(13)	Other (IS, Security, Internal Allocation)	$10,000
(14)	**Total Capital Cost**	$1,852,053

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

(Signature of Licensed Architect or Engineer) *DATE* 07/11/2019

Sales taxes have been included in these equipment costs. However, because Atrium Health is entitled to a sales tax refund under N.C. Gen. Stat. § 105-164.14(b) and 105-467, the sales tax that Atrium Health initially incurs for this medical equipment purchase will be refunded to Atrium Health, and thus will reduce the capital costs that Atrium Health actually incurs for the equipment by $96,143.