



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

June 27, 2024

Denise M. Gunter
denise.gunter@nelsonmullins.com

No Review

Record #: 4469
Date of Request: June 18, 2024
Facility Name: Novant Health Forsyth Medical Center
FID #: 923174
Business Name: Forsyth Memorial Hospital, Inc.
Business #: 755
Project Description: Acquire equipment to provide allogeneic peripheral blood stem cell transplantation services
County: Forsyth

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law **in effect on the date of this response to your request**, the project as described is not governed by, and therefore, does not currently require a certificate of need. 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.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Yolanda Jackson, Project Analyst

Micheala Mitchell, Chief

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

**NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION**

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

EXHIBIT A

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

February 9, 2023

Denise M. Gunter
denise.gunter@nelsonmullins.com

No Review – CORRECTED

Record #: 4123
Date of Request: January 23, 2023
Facility Name: Novant Health Presbyterian Medical Center
FID #: 943501
Business Name: Novant Health, Inc.
Business #: 1341
Project Description: Acquire equipment to provide allogeneic peripheral blood stem cell transplantation services
County: Mecklenburg

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law in effect on the date of this response to your request, the project as described is not governed by, and therefore, does not currently require a certificate of need. 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.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Handwritten signature of Julie M. Faenza

Julie M. Faenza, Project Analyst

Handwritten signature of Micheala Mitchell

Micheala Mitchell, Chief

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

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

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MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
https://info.ncdhhs.gov/dhsr/ • TEL: 919-855-3873

From: [Denise Gunter](#)
To: [Stancil, Tiffany C](#); [Waller, Martha K](#); [Jackson, Yolanda W](#); [Hale, Gloria](#)
Subject: [External] Corrected Exhibit A to No Review Letter submitted on 6/19/24
Date: Wednesday, June 19, 2024 11:34:19 AM
Attachments: [4123 Mecklenburg Novant Health Presbyterian Medical Center 943501 No Review CORRECTED 4886-8831-0608 v.1.pdf](#)

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good morning, all,

Yesterday, I submitted a no review on behalf of Novant Health Forsyth Medical Center regarding allogeneic peripheral blood stem cell transplants. I inadvertently submitted an incorrect Exhibit A. Attached is the correct Exhibit A, which specifies that Novant Health Presbyterian Medical Center was approved to offer allogeneic peripheral blood stem cell transplants, as stated in the Project Description. The Exhibit A I sent you yesterday had an incorrect project description of autologous peripheral blood stem cell transplants.

I would appreciate it if you would confirm receipt of this email. If I need to resubmit the entire package I submitted yesterday, please let me know.

Thanks and best regards.



DENISE M. GUNTER PARTNER
denise.gunter@nelsonmullins.com

She/Her/Hers

THE KNOLLWOOD | SUITE 530
380 KNOLLWOOD STREET | WINSTON-SALEM, NC 27103
T 336.774.3322 F 336.774.3299
NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

Confidentiality Notice

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately either by phone (800-237-2000) or reply to this e-mail and delete all copies of this message.

Denise M. Gunter
T: 336.774.3322 F: 336.774.3372
denise.gunter@nelsonmullins.com

The Knollwood, 380 Knollwood Street Suite 530
Winston-Salem, North Carolina 27103
T: 336.774.3300 F: 336.774.3299
nelsonmullins.com

June 18, 2024

VIA EMAIL ONLY

Micheala Mitchell, Chief
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27602

RE: Novant Health Forsyth Medical Center
Forsyth County
Health Service Area II
FID #: 923174
Business # 1341
Request for Letter of No Review

Dear Ms. Mitchell:

On behalf of Novant Health Forsyth Medical Center (“NHFMC”) in Winston-Salem, North Carolina, I am writing to request the CON Section’s written determination that the following project does not require a CON. The Agency approved an identical project at Novant Health Presbyterian Medical Center (“NHPMC”) in Charlotte on January 27, 2023. See **Exhibit A**, which is attached hereto and incorporated by reference.

Description

NHFMC currently provides autologous peripheral blood stem cell transplantation (“PBSCT”) services to cancer patients on the main campus of its hospital located at 3333 Silas Creek Parkway in Winston-Salem. In an autologous PBSCT, a patient’s own peripheral blood stem cells are harvested from the patient’s blood stream and later infused into the patient to aid in cancer treatment. NHFMC now proposes to offer allogeneic PBSCT services, in which peripheral blood stem cells are harvested from the blood stream of an unrelated individual or from a relative other than an identical twin and then infused into the patient.

Expanding the current autologous PBSCT program requires NHFMC to purchase certain equipment identified in the following chart.

Exhibit	Item	Cost
B	Isothermal Freezer and Canister System	\$61,110.17
B	Shipping for the freezer and canister system	\$1,000 (likely to be less, but to be conservative, we chose the maximum amount shipping is likely to cost)
C	CARESCAPE patient monitoring system, including \$1,000 obsolescence fee	\$281,535.33
D	Miltenyi cell separator and shipping	\$25,297.84
E-H	Exercise equipment and monitors for use by inpatients who undergo PBSCT	\$14,376.98
	Grand Total	\$383,320.32

The underlying quotes are attached as **Exhibits B through H**. The certified cost estimate is attached as **Exhibit I**. The project does not require any construction or architectural services.

Analysis

None of the items on the chart is specifically regulated under the CON Law, and none of these items meets the definition of major medical equipment in the CON Law. See N.C. Gen. Stat. §§ 131E-176(16)f1.1-9; 131E-176(16)(14o). This project does not involve any other definition of “new institutional health services” under N.C. Gen. Stat. § 131E-176(16). Therefore, this project is not regulated by the CON Law.

Request

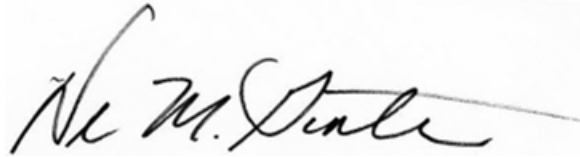
Based on the foregoing information, NHFMC respectfully requests that the CON Section issue its written decision that the project described in this letter does not require a CON.

Micheala Mitchell
June 18, 2024
Page 3

Thank you for your time and consideration. If you need any other information, please let me know.

With best personal regards.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise M. Gunter", written in a cursive style.

Denise M. Gunter

Enclosures



NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

EXHIBIT A

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

January 27, 2023

Denise M. Gunter
denise.gunter@nelsonmullins.com

No Review

Record #: 4123
Date of Request: January 23, 2023
Facility Name: Novant Health Presbyterian Medical Center
FID #: 943501
Business Name: Novant Health, Inc.
Business #: 1341
Project Description: Acquire equipment to provide autologous peripheral blood stem cell transplantation services
County: Mecklenburg

Dear Ms. Gunter:
The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law in effect on the date of this response to your request, the project as described is not governed by, and therefore, does not currently require a certificate of need. 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.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Handwritten signature of Julie M. Faenza

Julie M. Faenza
Project Analyst

Handwritten signature of Micheala Mitchell

Micheala Mitchell
Chief

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

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

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https://info.ncdhhs.gov/dhsr/ • TEL: 919-855-3873



Denise M. Gunter
T: 336.774.3322 F: 336.774.3372
denise.gunter@nelsonmullins.com

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

The Knollwood, 380 Knollwood Street Suite 530
Winston-Salem, North Carolina 27103
T: 336.774.3300 F: 336.774.3299
nelsonmullins.com

January 23, 2023

VIA EMAIL ONLY

Micheala Mitchell, Chief
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27602

RE: Novant Health Presbyterian Medical Center
Mecklenburg County
Health Service Area III
FID #: 943501
Business # 1341
Request for Letter of No Review

Dear Ms. Mitchell:

On behalf of Novant Health Presbyterian Medical Center (“NHPMC”) in Charlotte, North Carolina, I am writing to request the CON Section’s written determination that the following project does not require a CON.

Description

NHPMC currently provides autologous peripheral blood stem cell transplantation (“PBSCT”) services to cancer patients on the main campus of its hospital located at 200 Hawthorne Lane in Charlotte. In an autologous PBSCT, a patient’s own peripheral blood stem cells are harvested from the patient’s blood stream and later infused into the patient to aid in cancer treatment. NHPMC now proposes to offer allogeneic PBSCT services, in which peripheral blood stem cells are harvested from the blood stream of an unrelated individual or from a relative other than an identical twin and then infused into the patient.

Expanding the current autologous PBSCT program requires NHPMC to purchase certain equipment identified in the following chart.

CALIFORNIA | COLORADO | DISTRICT OF COLUMBIA | FLORIDA | GEORGIA | MARYLAND | MASSACHUSETTS

MINNESOTA | NEW YORK | NORTH CAROLINA | OHIO | SOUTH CAROLINA | TENNESSEE | TEXAS | VIRGINIA | WEST VIRGINIA

Micheala Mitchell
 January 23, 2023
 Page 2

Item	Cost
Isothermal Freezer and Canister System	\$61,110.07
Shipping for the freezer and canister system	\$1,000 (note: this amount is significantly higher than the shipping quotes NHPMC received; to be conservative and to account for possible increased costs at the actual time of shipping, NHPMC increased the cost to \$1,000)
Mobile patient monitoring equipment	\$45,580
GE CARESCAPE patient monitoring system	\$265,920.98 (shipping is included in the price)
Miltenyi cell separator	\$48,500
Shipping for the cell separator	\$1,000 (similar to the freeze and canister, NHPMC does not expect shipping to reach this amount but chose this number to be conservative)
Exercise equipment for use by inpatients who undergo PBSCT	\$14,514.67 (this includes freight and tax; the tax will be refunded to NHPMC since it is a tax-exempt organization)
Grand total	\$437,625.72

A certified capital cost form is attached as **Exhibit A**, and the underlying quotes are attached as **Exhibits B through F**. The project does not require any construction.

Analysis

None of the items on the chart is specifically regulated under the CON Law, and none of these items meets the definition of major medical equipment in the CON Law. See N.C. Gen. Stat. §§ 131E-176(16)f1.1-9; 131E-176(16)(14o). This project does not involve any other definition of “new institutional health services” under N.C. Gen. Stat. § 131E-176(16). Therefore, this project is not regulated by the CON Law.

Request

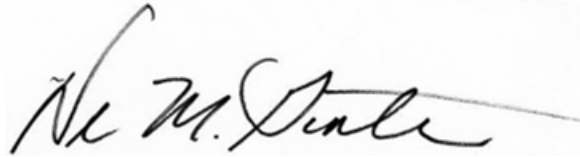
Based on the foregoing information, NHPMC respectfully requests that the CON Section issue its written decision that the project described in this letter does not require a CON.

Micheala Mitchell
January 23, 2023
Page 3

Thank you for your time and consideration. If you need any other information, please let me know.

With best personal regards.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise M. Gunter". The signature is written in a cursive style with a long horizontal stroke at the end.

Denise M. Gunter

Enclosures

**Novant Health Presbyterian Medical Center
Projected Capital Cost Form
Allogeneic Peripheral Blood Stem Cell Transplant Program**

Building Purchase Price	\$ NA
Purchase Price of Land	\$NA
Closing Costs	\$NA
Site Preparation	\$NA
Construction/Renovation Contract(s)	\$
Landscaping	\$NA
Architect / Engineering Fees	\$NA
Medical Equipment	\$437,625.72
Non-Medical Equipment	\$NA
Furniture	\$NA
Consultant Fees (specify)	\$NA
Financing Costs	\$NA
Interest during Construction	\$NA
Other (specify)	\$NA
Total Capital Cost	\$437,625.72

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

Signature of Licensed Architect or Engineer

Date Signed: _____

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

DocuSigned by:
Saad Eltisham

D932BDE53121431...
Signature of Officer/Agent

Date Signed: 1/19/2023

President, Novant Health Greater Charlotte Market & President Novant Health Presbyterian Medical Center



Biolife Solutions®

EXHIBIT B
EXHIBIT A

Custom BioGenic Systems Inc.
74100 Vandyke
Bruce Township, MI 48065
www.BioLifeSolutions.com

Prepared By Gina Selva
Email gselva@custombiogenics.com

Bill To Name	Novant Health Transplantation & Cellular Therapy	Ship To Name	Novant Health Transplantation & Cellular Therapy
Bill To	1718 E. 4th Street, Suite 602 Charlotte, NC 28204 USA	Ship To	200 HAWTHORNE LANE CHARLOTTE, NC 28204 USA

Contact Name	Kimberly Ward	Created Date	1/9/2023
Phone	(704) 384-8979	Quote Valid	90 Days
Email	kcward@novanthealth.org	Expiration Date	4/9/2023
Notes	Kimberly C. Ward, MSN, RN, NEA-BC, BMTCN, QIACM HCT & Cellular Therapy Program Administrator Apheresis Collection Facility Director (FACT) Novant Health Transplantation & Cellular Therapy Greater Charlotte & Winston Salem Markets 125 Queens Road, Suite 310, Charlotte, NC 28204 O: 980-302-5993 M: 704-507-6586 kcward@novanthealth.org	Quote Number	00005551

Product Code	Product	Line Item Description	Quantity	Sales Price	Total Price
V-3000AB	55305V	Model V-3000AB Isothermal Freezer Including Series 2301 Autofill-Monitor System with Gas By-Pass System and LN2 Hose.	1.00	\$38,376.95	\$38,376.95
ZS101	ZS101	ZC021 Canister System for V-3000AB Isothermal and S-3000 Standard Freezer.	1.00	\$22,733.22	\$22,733.22

Total		Grand Total	\$61,110.17
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Customer Notes

CBS Warranty FREEZER: 5 YR VACUUM; 2 YR ELECTRONICS
FRAMES/CASSETTES: LIFETIME ON WORKMANSHIP

Notes to Customer CURRENT ORDER LEAD TIME: 3 - 4 WEEKS FROM RECEIPT DATE OF ORDER.

Please note that freight charges are not included in this quote. Due to ever changing fees, freight charges will not be estimated and actual charges will apply at the time of shipment.

Product lead time is determined at the time of order entry. Please contact your sales representative for specific details.



Biolife Solutions[®] EXHIBIT A

Custom BioGenic Systems Inc.
74100 Vandyke
Bruce Township, MI 48065
www.BioLifeSolutions.com

Prepared By Gina Selva
Email gselva@custombiogenics.com

Purchase Orders must be submitted to Orders@custombiogenics.com for timely processing.

Standard BioLife Solutions Inc. Terms and Conditions apply to any purchase under this quote.

Custom
BioGenic
Systems



GE Healthcare

Date: 02-20-2021
Quote #: PR7-C151441
Version #: 1
Q-Exp-Date: 02-20-2022

EXHIBIT A

Issued By:
GE Medical Systems Information
Technologies, Inc
FEIN: 39-1046671

Customer Address:
Novant Health Presbyterian Medical
Center
200 Hawthorne Ln
Charlotte NC 28204-2515

Attention:

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions. In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation.

No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties.

Governing Agreement:	Novant Health
Customer Number:	1-231433
Terms of Delivery:	FOB Destination
Billing Terms:	100% at Delivery
Payment Terms:	30 DAYS NET
Total Quote Net Selling Price:	\$265,920.98
Sales And Use Tax Status:	No Exemption Certificate on File

** The following ship to states do not impose a sales/use tax (AK, DE, MT, NH, OR). No exemption certificate required.

IMPORTANT CUSTOMER ACTIONS:	
Please select your planned source of funds. Source of funds is assumed to be cash unless you chose another option. Once equipment has been shipped, source of funds changes cannot be allowed.	
<input type="checkbox"/> Cash	
<input type="checkbox"/> GE HFS Loan	<input type="checkbox"/> GE HFS Lease
<input type="checkbox"/> Other Financing Loan	<input type="checkbox"/> Other Financing Lease
Provide Finance Company Name _____	

By signing below, each party certifies that it (i) has received a complete copy of this Quotation, including the GE Healthcare terms, conditions and warranties, and (ii) has not made any handwritten or electronic modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

Each party has caused this agreement to be executed by its duly authorized representative as of the date set forth below.

CUSTOMER _____

Authorized Customer Signature Date _____

Print Name Print Title _____

Purchase Order Number (if applicable) _____

GE Medical Systems Information Technologies, Inc., a GE Healthcare business

Daniel Wilzbach 11-22-2021

Signature _____ Date

Product Sales Specialist

Email: daniel.wilzbach@ge.com

Mobile: +17045349731

Fax: 7048025247



Date: **EXHIBIT A** 02-20-2021
 Quote #: PR7-C151441
 Version #: 1
 Q-Exp-Date: 02-20-2022

Total Quote Selling Price	\$265,920.98
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$265,920.98

To Accept this Quotation

Please sign and return this Quotation together with your Purchase Order To:

Daniel Wilzbach
 Mobile: +17045349731
 Email: daniel.wilzbach@ge.com
 Fax: 7048025247

Payment Instructions

Please **Remit** Payment for invoices associated with this quotation to:

GE Medical Systems Information Technologies, Inc.
5517 Collections Center Dr.
Chicago, IL 60693

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 the 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
 - The correct SHIP TO site name and address
 - The correct BILL TO site name and address
 - The correct Total Quote Net Selling 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 the applicable quote/agreement number with the reference on the purchase order.

In addition, source of funds (choice of: Cash/Third Party Loan or GE HEF Lease or GE HEF Loan or Third Party Lease through _____), must be indicated, which may be done on the quote signature page (for signed quotes), on the purchase order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."



Date: 02-20-2021
 Quote #: PR7-C151441
 Version #: 1
 Q-Exp-Date: 02-20-2022

EXHIBIT A

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
	11		CARESCAPE B450 V3.1			
1	11	2095800-001	CARESCAPE B450 MBA313	\$10,584.00	28.00%	\$83,825.28
	11	2094541-002	B450 FRAME WITHOUT WLAN			
	11	2094545-001	CARESCAPE B450 ESP V3.1 SOFTWARE			
	11	2066520-001	B450 RECORDER OPTION			
	11	2095076-016	B450 V3.1 ENGLISH US LOCALIZATION			
	11	2068494-005	B450 ENGLISH US KEYBOARD SW SETTING			
	11	2068494-017	B450 POWER FREQUENCY SETTING 60HZ			
	11	2062895-001	Battery FLEX-3S2P 10.8V 18650 LI-ION SMBUS (B450 Compatible)			
	11	2066381-001	POWER CORD, USA/CANADA 8FT ANGLE, GE PN 405535-007			
	11	2064277-001	B450 4ICU - CRITICAL CARE SOFTWARE PACKAGE			
	11	2105824-004	PARR - FULL ARRHYTHMIA LICENSE			
	11	2105824-005	P12S - 12SL ECG W/ACI TIPI LICENSE			
	11	2105824-008	AVOA - AUTO VIEW ON ALARM LICENSE			
	11	2105824-010	12ST - MULTI-LEAD ST ANALYSIS LICENSE			
	11	2105824-017	CMBO - COMBO TELEMETRY ECG LICENSE			
2	11	2105824-018	PDM Support	Incl.	Incl.	Incl.
3	11	2014448-001	Wall mount VHM locking w/o wall channel	\$740.00	28.00%	\$5,860.80



GE Healthcare

Date: 02-20-2021
 Quote #: PR7-C151441
 Version #: 1
 Q-Exp-Date: 02-20-2022

EXHIBIT A

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
4	11	411959-001	19-inch wall channel	\$55.00	28.00%	\$435.60
5	11	2038478-001	GCX Utility Hook for use w/M & VHM series arms. Mounts under arm and provides 2 hooks for cable/accessory management.	\$40.00	28.00%	\$316.80
6	11	2083083-001	INSTALLATION CHARGE	\$211.68	0.00%	\$2,328.48
	11		Patient Data Module (PDM)			
7	11	2042084-001	Patient Data Module (PDM)	\$10,560.00	48.00%	\$60,403.20
	11	2041390-065	MASIMO ASSEMBLY NO CE			
	11	2041390-063	MASIMO ENGLISH LANGUAGE NO CE			
	11	2041575-002	60Hz			
	11	2041575-003	Invasive Pressures			
	11	2041390-041	Battery			
	11	2041390-044	No Bedside Dock			
8	11	MASIMO-RD-4050	Masimo RD SET SpO2 Sensor, Adult, Reusable, 3 Ft, 1/Box	\$240.00	48.00%	\$1,372.80
9	11	MASIMO-RD-4085	Masimo RD SET Interconnect Cable, GE-12, 3.6M	\$265.00	48.00%	\$1,515.80
10	11	2058203-002	DINACLICK Airhose, 12 ft (3.6M) Care Hose w/ Rectangle Connector to Adult 2T DINACLICK Connector	\$80.00	48.00%	\$457.60
11	11	2106308-001	ECG Trunk Cable, 12-lead, AHA, 3.6 m/12 ft.	\$420.00	48.00%	\$2,402.40
12	11	2106389-005	ECG Leadwire set, 5-lead, grouped, grabber, AHA, mix 74 cm/ 29 in, 130 cm/ 51 in	\$116.00	48.00%	\$663.52
13	11	2106393-003	ECG Leadwire set, 5-lead V2-6, grabber, AHA, 74 cm/ 29 in	\$102.00	48.00%	\$583.44



GE Healthcare

Date: 02-20-2021
 Quote #: PR7-C151441
 Version #: 1
 Q-Exp-Date: 02-20-2022

EXHIBIT A

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
14	11	2083083-001	INSTALLATION CHARGE	\$235.66	0.00%	\$2,592.26
	1		CSCS V3 All-in-One NEW			
15	1	5514385	CSCS V3 INTEGRATED CONFIGURATION	\$63,300.00	0.00%	\$63,300.00
	1	5697399-003	CARESCAPE Central Station v3 - Integrated System. Includes Patient Management, Review, FD page, Trends, Dual Display and ST Review Licenses.			
	1	5697399-001	CSCS V3 eDELIVERY - SW, LICENSES AND MANUALS			
	1	5867474-100	CENTRAL STATION LICENSE - ELECTRONIC DELIVERY			
	1	5697399-004	MP200X VESA DESK MOUNT STAND			
	1	5697399-014	CENTRAL STATION ENGLISH LANGUAGE			
	1	2081739-004	CSCS ENGLISH-US KEYBOARD WITH MOUSE			
	1	80274-006	6ft North American power cord			
	16	2092862-004	BED VIEW LICENSE - 1 BED			
	1	2092863-002	ADT PICKLIST LICENSE			
	1	2092863-004	MULTIKM LICENSE			
	16	2095336-003	CSCS 72 HR FD LICENSE			
16	1	2083083-001	INSTALLATION CHARGE	\$798.00	0.00%	\$798.00
17	2	2078763-002	DisplayPort to DisplayPort Cable, 3m length, for CSCS v2 Display	\$90.00	0.00%	\$180.00
18	1	2095314-001	27in Non-Touch LCD Remote Display	\$2,400.00	0.00%	\$2,400.00
19	1	2103211-001	EXTENDER - DISPLAY PORT VIDEO	\$1,500.00	0.00%	\$1,500.00



Date: 02-20-2021
 Quote #: PR7-C151441
 Version #: 1
 Q-Exp-Date: 02-20-2022

EXHIBIT A

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
			AND EXT AUDIO, HDBASET, CATX CABLE, GLOBAL PWR COM			
20	1	411959-001	19-inch wall channel	\$55.00	0.00%	\$55.00
21	1	2079698-002	Flush Mount with Tilt and Swivel for MP200	\$550.00	0.00%	\$550.00
22	1	2063806-013	PRN 50-M+ 2in Strip Printer	\$2,150.00	0.00%	\$2,150.00
23	1	2039670-001	HP Laser Printer for CSCS	\$2,050.00	0.00%	\$2,050.00
24	1	2036075-184	CUSTOMER PROVIDED CATX VIDEO DROP	Incl.	Incl.	Incl.
25	1	2025330-001	InSite Connectivity: A broadband-based service network that connects to GE Healthcare's Support Center via a secure Internet connection to enable on-demand digital services.	Incl.	Incl.	Incl.
	1		CARESCAPE Network			
26	14	2036075-034	Network Design/Consult Seg Network - <15 Nodes	\$230.00	0.00%	\$3,220.00
27	1	2036075-241	Customer Design Package Deliverable - Documentation includes floor plans with equipment placement and outlined coverage, connectivity documentation, system diagrams, and switch configurations where applicable.	Incl.	Incl.	Incl.
28	14	2036075-218	Network Equipment - Standard (Minimum 7 nodes)	\$250.00	0.00%	\$3,500.00
29	1	2095405-008	Network UPS - Customer Provided	Incl.	Incl.	Incl.
30	14	2036075-012	Network Equipment Install (Minimum 7 Nodes)	\$140.00	0.00%	\$1,960.00
31	1	2036075-079	Network Fiber Run Install - Customer	Incl.	Incl.	Incl.



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 Quote #: PR7-C151441
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EXHIBIT A

Line #	QTY	Item #	DESCRIPTION	Contract Price	Discount	Ext Sell Price
			Provided			
32	1	2036075-242	CARESCAPE Network Single Phase Installation	Incl.	Incl.	Incl.
33	14	2036075-030	Network Drop Install - Customer Provided	Incl.	Incl.	Incl.
34	1	2036075-058	CARESCAPE Networking documentation kit and labels	\$200.00	100.00%	Incl.
	1		Configuration and Education Services			
35	8	2016373-349	Patient Monitoring Clinical Applications Training On-Site B850/B650/B450/B40/VC150 Support - 1 Day Training and/or Go Live Support	\$2,500.00	0.00%	\$20,000.00
36	1	2048581-001	This is a remote configuration session. Of Bx50	\$1,500.00	0.00%	\$1,500.00
Quote Summary:						
Total Contract List Price:						\$363,505.74
Total Quote Discount (26.85%)						(\$97,584.76)
Total Quote Net Selling Price:						\$265,920.98
(Quoted prices do not reflect state and local taxes if applicable)						

If applicable, for more information on this device's operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>.

If this Quotation contains a trade-in, such trade-in shall be governed by the terms and conditions set forth on the Trade-In Addendum to GE Healthcare Quotation attached to or provided with this Quotation.

If this Quotation has demo/refurbished equipment on it, the quote is valid for 7 days only and is subject to availability.

Service Option invoicing will be separate from the equipment.

All GE Healthcare pricing is confidential and proprietary. Any reporting requires GEHC's consent.



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" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital 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 licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment 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.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a 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 in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of 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, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and 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 or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and 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 is responsible for network and site preparation, including costs, in compliance with 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 upgrades and revisions to non-Healthcare Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital 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.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE Healthcare provides Customer access to the Products.

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, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. 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, Subscription or use of the Healthcare Digital 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 Lease. If Customer leases a Product, Customer 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. Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

- 7.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.
- 7.2 **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE Healthcare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.
- 7.3 **Subscription Equipment.** Title to Equipment and Third-Party Equipment provided via Subscription ("**Subscription Equipment**") remains with GE Healthcare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE Healthcare.
- 7.4 **Support Services.** Unless otherwise noted in the Quotation, GE Healthcare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.
- 7.5 **Upgrades.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE Healthcare will provide upgrades if and when they become available and to the extent they are provided to all GE Healthcare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE Healthcare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.
- 7.6 **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.
- 7.7 **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE Healthcare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE Healthcare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE Healthcare will remove Customer's access.
- 7.8 **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE Healthcare's then-current pricing.
8. **General Terms.**
- 8.1 **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.
- 8.2 **Governing Law.** The law of the state where the Product is installed, the Service is provided, or the Subscription is accessed will govern this Agreement.
- 8.3 **Force Majeure.** Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.
- 8.4 **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.
- 8.5 **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 will survive the Agreement's expiration or termination.
- 8.6 **Intellectual Property.** GE Healthcare owns all rights to the intellectual property in GE Healthcare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE Healthcare with feedback related to Products, Services, and related Documentation, and GE Healthcare may use it in an unrestricted manner.

9. Compliance.

9.1. 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 updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE Healthcare is not responsible for: (i) securing Customer's network; (ii) preventing unauthorized access to Customer's network or the Product; (iii) backup management; (iv) data integrity; (v) recovery of lost, corrupted or damaged data, images, software or equipment; (vi) third party operating systems, unless specifically provided in the Quotation; or (vii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE Healthcare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE Healthcare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE Healthcare's EHS requirements; (ii) provide a safe environment for GE Healthcare personnel; (iii) tell GE Healthcare about chemicals or hazardous materials that might come in contact with Products or GE Healthcare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. 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-validated 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.

9.5. 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 of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund.

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

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access 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.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE Healthcare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE Healthcare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE Healthcare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

9.9. 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.

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

9.11. 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.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association (“AAA”) office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA’s then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys’ fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE’S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE’S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE Healthcare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer’s use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE Healthcare’s: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE Healthcare harmless for losses which GE Healthcare becomes legally obligated to pay arising from third party claims brought against GE Healthcare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer’s: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) modification of the Product; or (iv) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. 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.

12.2. Taxes. Prices do not include applicable taxes, which are Customer’s responsibility.

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE Healthcare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. 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 W Innovation Dr., Wauwatosa, WI 53226.

14. Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

14.1 Overview. GE Healthcare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

14.2 Scope.

14.2.1 Software Support and Maintenance. GE Healthcare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE Healthcare; or (b) detection by GE Healthcare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

14.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE Healthcare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

14.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

14.2.4 Hotline Support. GE Healthcare will provide phone and email support during standard business hours, excluding GE Healthcare holidays, for problem solving, Error resolution and general help.

14.2.5 Remote Access Support. GE Healthcare may access Software remotely via Customer's network and GE Healthcare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE Healthcare to establish remote connections. Certain modules require remote access in order to obtain support.

14.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to 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.

14.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

14.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after receipt of GE Healthcare's invoice.



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 provided "AS IS" and is not warranted by GE Healthcare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.

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

1.7. **Subscription Products.** Products provided via Subscription (excluding Healthcare Digital Products) are not covered by this Warranty Statement. Instead, the Subscription Products and ViewPoint Software Maintenance Terms and Conditions apply.

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) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; and (x) replacement of disposable or consumable 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, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only

EXHIBIT A

applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year

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

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 original equipment manufacturer ("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.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

IGS Large Display Monitor: Warranty coverage excludes damage caused by Customer abuse

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, and LOGIQ V1/V2 Cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) 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.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 along with related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE Healthcare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

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.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE Healthcare for specific use in the veterinary market shall have a one (1) year warranty.

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

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

CARESCAPE ONE, Micromodules : 3 year parts, 1 year labor (excluding displays, which are standard)

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

B105 and B125 Patient Monitors: 3 years parts and labor coverage with: (i) repair services performed at GE Healthcare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

CARESCAPE B450, B650, B850 and CARESCAPE ONE V3.x, CARESCAPE Central Station V3.x, CARESCAPE Gateway V2.2, CARESCAPE Bridge :

GE Healthcare will provide software updates and embedded software updates (collectively "Updates"), which consist of any error correction or modification to Equipment or Software that maintain existing features and functionality made generally available to GE Healthcare's installed customer base. Updates, if released, will be provided at no additional cost as a part of this purchase, however, a separate fee may apply if such Updates are made available by GE Healthcare via hardware media (example: USB, Compact Disc, etc.). Installation of Updates will be the exclusive responsibility of the Customer unless Customer purchases installation services at GE Healthcare's then-current rates. Updates do not include software which provide additional functionality related to an application or feature for the hardware or software. Additional hardware and/or software (including upgrades to third party software or operating system software) required for Updates, training, project management and integration services are excluded.

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 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

Blood pressure cuffs and related adaptors and air hoses: 1 month

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

850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year



1. Continuity Support Plus (if identified in the Quotation).

1.1. **OS Patches.** GE Healthcare will provide Critical and Non-Critical security patches to the Equipment's operating system that have been released by the operating system's OEM and validated by GE Healthcare to be compatible with the Equipment, if the operating system is supported by the OEM. "**Critical Patches**" address operating system vulnerabilities determined by GE Healthcare to be critically exploitable and/or have a potential critical impact if exploited. "**Non-Critical Patches**" address operating system vulnerabilities determined by GE Healthcare to be non-critical, and are limited to up to 2 Non-Critical Patch service packs per contract year of the Continuity Support Plus Term. Critical Patches and Non-Critical Patches are collectively referred to as "**Patches**". Installation of Patches will be performed by GE Healthcare during the next scheduled Equipment planned maintenance service ("**PM**") if GE Healthcare is performing PM on the Equipment, or at a mutually agreed upon time. GE Healthcare's installation of Critical Patches is limited to up to 4 per contract year of the Continuity Support Plus Term. Installation of additional Critical Patches will be at GE Healthcare's then-current rates.

1.2. **OS End of Life/Support.** If the Equipment's operating system is declared end of life/support by the operating system's OEM during the Continuity Support Plus Term, GE Healthcare will provide: (i) commercially available software updates and/or software upgrades that: (a) are required to ensure a supported operating system in the Equipment, and (b) have been validated by GE Healthcare to be compatible with the Equipment; and (ii) enabling hardware, if any, that is required for the Equipment to run the operating system, (collectively, "**OS Updates, Upgrades and Enabling Hardware**"). Installation of OS Updates, Upgrades and Enabling Hardware will be performed by GE Healthcare during the next scheduled Equipment PM if GE Healthcare is performing PM on the Equipment, or at a mutually agreed upon time.

1.3. **Software Updates.** GE Healthcare will provide "**Software Updates**" which consist of any error correction or modification to Equipment that maintain existing Software features and functionality made generally available to GE Healthcare's installed customer base. Installation of Software Updates will be performed by GE Healthcare during the next scheduled Equipment PM if GE Healthcare is performing PM on the Equipment, during the installation of a Patch, or at a mutually agreed upon time. GE Healthcare's installation of Software Updates is limited to up to 2 per contract year of the Continuity Support Plus Term. Installation of additional Software Updates will be at GE Healthcare's then-current rates. Software Updates do not include separately licensed software modules which provide additional functionality related to an application or feature for the hardware or Software. Additional hardware and/or software (including upgrades to third party software or operating system software) required for Software Updates, training, project management and integration services are excluded.

2. Price and Payment. Pricing and payment terms for Continuity Support Plus will be identified in the Quotation for the Equipment to which Continuity Support Plus applies. No part of the Continuity Support Plus price is refundable or subject to reduction, and payments are not contingent on GE Healthcare's delivery, or Customer's acceptance, of any particular Patch, OS Updates, Upgrades and Enabling Hardware, Software Update or any other products or service under Continuity Support Plus.

3. Cost Reporting. Customer is aware of its cost reporting and accounting obligations required by any state or federal reimbursement health care program relating to Continuity Support Plus provided under this Agreement. Customer will review the Quotation to obtain the Continuity Support Plus price and will request from GE Healthcare any additional information needed to fulfill Customer's cost reporting obligations.

4. Term and Termination. Continuity Support Plus will start on Quotation Acceptance and will continue for the term identified in the Quotation for the Equipment to which Continuity Support Plus applies ("**Continuity Support Plus Term**"). The Continuity Support Plus Term is non-cancelable. If this Agreement terminates or the Equipment to which Continuity Support Plus applies is removed from this Agreement prior to the end of the Continuity Support Plus Term, Customer is responsible for any remaining Continuity Support Plus amounts due to GE Healthcare through the Continuity Support Plus Term, and Customer will pay all remaining amounts within 30 days after termination or removal. Customer remains responsible for the Continuity Support Plus price regardless of termination, expiration or any other event relating to this Agreement.

5. Exclusions. Except as identified above, Continuity Support Plus excludes: (i) Product replacements; (ii) Product upgrades; (iii) accessories, supplies and consumable items; (iv) any Software; (v) advanced operating system applications or features; (vi) physicist testing and calibration; and (vii) training. Products are excluded from coverage under this Agreement and Customer is not entitled to any remedy if GE Healthcare's failure to perform hereunder is due to: (a) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (b) Customer's default; (c) improper care of the Product; or (d) any cause beyond GE Healthcare's control. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.

6. Miscellaneous.

6.1. Customer is responsible for: (i) site preparations, construction and rigging that may be required for Continuity Support Plus; (ii) ensuring that all data is appropriately backed up prior to installation of Patches, OS Updates, Upgrades and Enabling Hardware, and Software Updates; and (iii) purchasing any catch-up updates and/or upgrades needed for Continuity Support Plus.

6.2. PATCHES, OS UPDATES, UPGRADES AND ENABLING HARDWARE, AND SOFTWARE UPDATES, PROVIDED UNDER THIS AGREEMENT ARE "AS IS" AND "AS AVAILABLE" WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GE HEALTHCARE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT SUCH PATCHES, OS UPDATES, UPGRADES AND ENABLING HARDWARE, SOFTWARE UPDATES, OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET CUSTOMER REQUIREMENTS OR ANY NATIONAL GUIDELINE OR INDUSTRY STANDARD.

6.3. CYBER-RELATED SECURITY IS NOT AN EXACT SCIENCE AND IS EVER EVOLVING IN THE TYPES, VULNERABILITIES, RISKS AND THREATS THAT ARE PRESENT. CONTINUITY SUPPORT PLUS DOES NOT PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES, RISKS, THREATS, BREACHES, SECURITY EVENTS, SECURITY INCIDENTS OR UNAUTHORIZED INTRUSIONS, AND IS NOT INTENDED TO

EXHIBIT A

BE A COMMITMENT, GUARANTEE, REPRESENTATION OR WARRANTY THAT CUSTOMER'S EQUIPMENT, NETWORK OR IT INFRASTRUCTURE WILL BE PROTECTED, AGAINST POSSIBLE SECURITY VULNERABILITIES, RISKS, THREATS, BREACHES, SECURITY EVENTS, SECURITY INCIDENTS OR UNAUTHORIZED INTRUSIONS.

6.4. Products, equipment, components, software and/or hardware replaced or removed by GE Healthcare under this Agreement will become GE Healthcare's property. Equipment that is declared end of life/support by GE Healthcare is not eligible for Continuity Support Plus. If Customer assigns this Agreement, all remaining Continuity Support Plus payments become immediately due and payable by Customer on assignment.

EXHIBIT A
QUOTATION

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1669635	
Order Date	Page
1/10/2023 10:50:13	1 of 2

Quote Expires On 3/11/2023

Bill To:

Novant Health, Inc.
PO Box 25686
Attn Accts Payable
Winston Salem, NC 27114-5686
USA
336-277-1075
Attn: Accounts Payable

Ship To:

NH Presbyterian Medical Center
200 Hawthorne Lane
Charlotte, NC 28204
USA

Customer ID: 101754

<i>PO Number</i>	<i>Sales Rep</i>	<i>Taker</i>
1/10/2023	Rob Bowen/ Mike Thaler	SHANNON.MANSBERGER

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Order Note: Freight, delivery, and any applicable sales tax will be added upon final product selection and delivery requirements. Freight included below is only an estimated and subject to change.

Delivery Instructions: Fedex acct# 1330-1643-0

1.00	0.00	1.00	EA		LAN-U9	EA	2,520.2564	2,520.26
				1.0	U9 Upright Bike, LED Display	1.0		
					8 Built-in programs (time, distance, calories, fat burn, interval, hills, mountain, road course)			
					2 Heart Rate programs (heart rate, interval)			
					5 User programs			
1.00	0.00	1.00	EA		LAN-L890RTM	EA	4,781.3205	4,781.32
				1.0	Landice L890RTM Treadmill Rehab 110V	1.0		
					Extended Parallel Medical Handrails			
					features a four-horsepower continuous-duty drive motor ranging in speed from 0.1 to 12.0 mph. The rust-free aluminum frame contains a 1-inch thick reversible deck capable of reaching a 15% elevation. 110Volt			
1.00	0.00	1.00	EA		NS-45000	EA	4,863.4300	4,863.43
				1.0	NuStep T4 Recumbent Cross Trainer	1.0		

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1669635	
Order Date	Page
1/10/2023 10:50:13	2 of 2

Quote Expires On 3/11/2023

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Disp.</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
						<i>Unit Size</i>			

Total Lines: 3

SUB-TOTAL:	12,165.01
TAX:	947.39
ASSEMBLY:	500.00
FREIGHT:	902.27
AMOUNT DUE:	14,514.67

U.S. Dollars

Miltenyi Quote for cell separator

From: noreply@salesforce.com <noreply@salesforce.com> **On Behalf Of** Jennifer Kelsey
Sent: Wednesday, January 11, 2023 12:42
To: Ward, Kimberly C <kcward@novanthealth.org>
Subject: American Laboratory Trading

External Email: Use Caution opening links or attachments

Good morning Kimberly -

Thank you for your interest in ALT and the Miltenyi Cell Separator /Prodigy Instrument. The cost is \$48,500 USD plus packing and shipping from Connecticut. When do you anticipate needing this system?

<https://americanlaboratorytrading.com/lab-equipment-products/-19735>

A bit about American Laboratory Trading, ALT is a full-service, customer-focused company that specializes in recovery, refurbish and resale services of secondary lab equipment within the life sciences industry.

A few reasons to consider ALT:

- All items are tested and service with a 90-day warranty with an option to extend to a full year.
- More than 20 years in the business and more than 20,000 customers.
- Lifetime support on equipment purchases.

I look forward to working with you.

Jennifer Kelsey
American Laboratory Trading
NASDAQ: HGBL

Direct: 860-451-0540
Main: 860-691-2213
Email: jkelsey@alt.bio
Web: www.ALT.bio
Web: www.HGinc.com

EXHIBIT A

Quote for mobile patient monitoring

By Madison Cooley, RPM product manager – sent from Jennifer Landon (our Novant mobile products manager)

Patient Connect Complete	Cost	Per Patient - Year 1	20 Kits
Hardware (Tablet, BP Monitor, Pulseox, Scale)	\$950 (one time purchase)	\$950 (one time)	
Software (HRS program on devices)	\$65 per month, per tablet kit	\$780	
PatientDirect Inventory and Shipping	\$36 per month, per tablet kit	\$432	
		\$2,162	\$43,240
Patient Connect Mobile (BYOD)			
		Per Patient- Year 1	15 Licenses
App license and software	\$13/month, per license	\$156	\$2,340
Weight Scale	\$70/each (one time purchase)		
Pulse Oximeter	\$75/each (one time purchase)		
BP Monitor	\$100/each (one time purchase)		
Mobile PD (Shipping/Inventory)	\$25 per turn (4 turns each per year)		
<i>Must purchase equipment to pair with app or patient can manually enter readings from their personal scale, bp monitor, etc</i>			

From: [Faenza, Julie M](#)
To: [Waller, Martha K](#)
Subject: FW: [External] No Review Letter for Novant Health Presbyterian Medical Center
Date: Monday, January 23, 2023 1:32:40 PM
Attachments: [CON No Review Letter for NHPMC.pdf](#)
[Projected Capital Cost Form for PBST-Exhibit A.pdf](#)
[INV V2-EXHIBIT B.pdf](#)
[Novant PMC - 7f Bedside quote 11-22-21-EXHIBIT C.pdf](#)
[Qte1669635 1-EXHIBIT D.pdf](#)
[miltenyi quote for cell separator-EXHIBIT E.pdf](#)
[Quote for mobile patient monitoring-EXHIBIT F.pdf](#)

For logging since Tiffany is out – thanks!

Julie M. Faenza, Esq.

Pronouns: She/her

Project Analyst, Certificate of Need

[Division of Health Service Regulation](#), [Healthcare Planning and Certificate of Need Section](#)
[NC Department of Health and Human Services](#)

Office: 919-855-3873

Julie.Faenza@dhhs.nc.gov

Help protect your family and neighbors from COVID-19.

[Know the 3 Ws. Wear. Wait. Wash.](#)

#StayStrongNC and get the latest at nc.gov/covid19.

[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

From: Denise Gunter <denise.gunter@nelsonmullins.com>

Sent: Monday, January 23, 2023 10:06 AM

To: Stancil, Tiffany C <Tiffany.Stancil@dhhs.nc.gov>; Faenza, Julie M <Julie.Faenza@dhhs.nc.gov>

Subject: [External] No Review Letter for Novant Health Presbyterian Medical Center

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [Report Spam](#).

Good morning.

Attached for submission is a no review letter for Novant Health Presbyterian Medical Center, along with attachments A-F. Could you please let me know that you've received this submission?

Thanks.



DENISE M. GUNTER **PARTNER**
denise.gunter@nelsonmullins.com

She/Her/Hers

THE KNOLLWOOD | SUITE 530

380 KNOLLWOOD STREET | WINSTON-SALEM, NC 27103

T 336.774.3322 F 336.774.3372

NELSONMULLINS.COM [VCARD](#) [VIEW BIO](#)

Confidentiality Notice

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Part of **Biolife** Solutions®

Salesperson: Gina Selva
Email: gselva@custombiogenics.com
Quote #: Q-05005-2
Date: 1/30/2024 7:48 AM
Expires On: 2/29/2024

74100 Van Dyke Rd, Bruce Township MI 48065
orders@custombiogenics.com

Kimberly Ward
 (704) 384-8979
 kcward@novanthealth.org

Bill To
 Novant Health Transplantation & Cellular Therapy
 1718 E. 4th Street, Suite 602
 Charlotte, North Carolina 28204
 United States

Ship To
 Kimberly Ward
 Forsyth Medical Center
 3333 Silas Creek Parkway
 Winston Salem, North Carolina 27103
 United States

Please send orders to orders@custombiogenics.com Shipping and Payment Terms **Tax Exempt Status Required for Order Fulfillment**

FREEZER: 5 YR VACUUM; 2 YR ELECTRONICS
 FRAMES/CASSETTES: LIFETIME ON WORKMANSHIP

QTY	PART #	DESCRIPTION	UNIT PRICE	EXTENDED
1	V-3000AB/ST	Model V-3000AB Isothermal Freezer Including Series 2301 Autofill-Monitor System with Gas By-Pass System and LN2 Hose. Smart Touch Controller	\$38,376.95	\$38,376.95
1	ZS101	ZC021 Canister System for V-3000AB Isothermal and S-3000 Standard Freezer.	\$22,733.22	\$22,733.22
			SUBTOTAL:	\$61,110.17
			TOTAL:	\$61,110.17

CBS Warranty
 LEAD TIME: 3 - 4 WEEKS

Terms & Conditions

1. Applicability of These Terms and Conditions

1.1 In the absence of any other controlling written agreements between BioLife (as defined below) and customer, the terms and conditions set forth below shall govern all deliveries and services rendered by BioLife Solutions, Inc. and, as may be applicable under the circumstances, any of its affiliated or related companies including but not limited to Astero Bio Corporation ("Astero"), SAVSU Technologies, Inc. ("SAVSU"), and Arctic Solutions, Inc. d/b/a Custom Biogenic Systems ("CBS") (Astero, SAVSU, and CBS collectively referred to herein as "BioLife") to the customer. They shall also apply, without a separate agreement to this effect being necessary, to all future transactions with the customer, and in the event the customer has purchased any software from BioLife, customer shall also be required to accept an End-User License Agreement ("EULA") for such software as a supplement to these terms and conditions.

1.2 In the event BioLife or any of its affiliated or related companies have entered into specific agreements with customer, such as a services agreement or supply agreement, and which agreements set forth their own terms and conditions, such agreements shall control the relationship between the parties. In the absence of such agreements, these terms and conditions herein shall apply to the exclusion of all other terms and conditions. BioLife shall not be bound by any terms or conditions contained in any purchase order, acknowledgement, acceptance or other documents submitted by customer which propose any terms or conditions in addition to or differing from the terms and conditions herein set forth, irrespective of whether any of the same are in written or electronic form, and objection is hereby made to any such terms and conditions of customer. BioLife's failure subsequently to object to such terms and conditions contained in customer's documents shall not be deemed a waiver of any of these terms and conditions herein set forth, which, and, as applicable, any EULA accepted by customer, shall constitute the entire agreement between the parties. No amendment, deletion, supplement or change in these terms and conditions shall be binding upon BioLife unless separately and specifically approved in writing and signed by a duly authorized representative of BioLife.

1.3 These terms and conditions are subject to change without notice at any time, in our sole discretion.

2. Conclusion of Contracts; Offer Documents

2.1 Our offers and quotations are always without obligation. Commissions and orders from the customer shall only become binding upon our written confirmation (including delivery notice or invoice).

2.2 Our field workers and sales personnel are not authorized to conclude oral agreements. Any oral commitments deviating from our offer, quotation or order confirmation shall only be valid if confirmed in writing and signed by a duly authorized representative of BioLife.

2.3 Verbal agreements made after execution of a contract must be confirmed in writing by a duly authorized representative of BioLife to be valid.

3. Performance; Delivery

3.1 In the event the customer has to provide us with information, supply us with materials or meet other duties of cooperation for the execution of the order, it shall be essential that we be able to rely on the accuracy, completeness and proper quality of the information and materials provided and the complete fulfillment of the duties of cooperation. As long as the customer does not properly meet the above-mentioned duties, we shall be released from the obligation to perform. We reserve all further rights.

3.2 Representations as to deadlines for delivery of products or services are approximate only, unless we have given an express binding commitment in writing. Deadlines for deliveries and services shall

begin to run when the order confirmation is given, but not before all technical issues and details relating to the order have been resolved. Deadlines shall not apply if the customer is in default with the fulfillment of its duties, in particular, with regard to the provision of materials, documents, exemptions or permits that have to be furnished by the customer, or with regard to any payments which must be made for the deliveries or services or previous deliveries or services or other cash due.

3.3 Delivery dates shall be deemed to have been met if, on or before this date, the products or the deliverables of the services have left our facilities or are ready for dispatch and the customer has been notified accordingly.

3.4 BioLife shall not be responsible for failure or delay in performance or delivery as the result of events of force majeure, including all revisions of statutory law, acts of governmental authority or any agency or commission thereof, declarations of national or local emergencies, war, fire, flood, national or local disease outbreaks, pandemics (including but not limited to COVID-19), medical emergencies, accidents, acts of God, terrorism, embargoes, acts of third parties, breakdown of equipment, shortages of material, labor of power, labor strikes, work stoppage or labor unrest, or any other cause beyond our reasonable control that renders the delivery of service substantially more difficult or impossible. This shall also apply if such events occur during a delivery delay or at a supplier. If any of the foregoing events occurs, we may make deliveries of the products and services proportionate to production and/or postpone the shipment of delivery period of the products and services to a reasonable time after the difficulty has ceased, or we may, at our option, upon due notice given to customer after the commencement of any such event, declare the agreement terminated and all rights and liabilities of BioLife and customer, except with respect to products and services previously shipped or performed or in our inventory, shall cease and terminate. In no event shall BioLife be liable to the customer for compensation or damages. We shall notify the customer without undue delay of the obstacle to performance and of its end.

3.5 Import, export and/or the transport of products outside of the United States shall be subject to the import and/or export regulations applicable in the United States, the country imported to, and in all other relevant jurisdictions, as the case may be. The customer shall be solely responsible for the procurement of relevant approvals and permits. However, at the customer's request and expense, we shall use our best efforts, to the extent commercially reasonable and economical, to obtain the approvals necessary for the export of the subject of the agreement and/or any other necessary documents from the domestic authorities. We reserve the right to determine whether we will sell and/or deliver products and/or services to customers and/or nationals of countries outside of the United States.

3.6 In the event we negligently delay delivery or service, we shall be liable for the customer's losses for each complete week of delay in the maximum amount of 0.5 percent of the value of the delivery or service, but an aggregate maximum of 5 percent of the value of the part of the total delivery or service that cannot be used at the time required or for the purpose designated in the agreement as a result of the delay. This limitation shall not apply if our liability is due to intentional misconduct or gross negligence. Any degree of fault on the part of the customer shall be taken into account.

3.7 If the customer fails to accept delivery or negligently breaches other obligations to cooperate with us, we shall be entitled to compensation for any loss that we may suffer as a consequence, including any additional expenses or costs that we may incur as a result of the delay.

3.8 We shall be entitled to make partial deliveries unless it would be commercially unreasonable to expect the customer to accept such partial deliveries. Each partial delivery may be invoiced separately.

4. Shipment; Risk

4.1 Unless otherwise agreed in writing, shipments of products and/or deliverables of services shall be FOB BioLife's facility or that of its contract manufacturer.

4.2 Title and risk of loss or damage to the products and/or deliverables of services, as well as the obligation to bear any costs relating thereto, shall pass to the customer upon BioLife's making delivery to a carrier at BioLife's facility or its contract manufacturer in good condition, consigned to

customer, or as customer may direct. This shall also apply in the event of partial deliveries. If the shipment is delayed as a result of instructions from the customer or due to customer's fault, in particular, because customer has failed to give proper instructions in due time, risk shall pass to the customer upon notification that the merchandise is ready for shipment.

4.3 Any shipment shall be made on behalf of the customer. This shall also apply if, owing to individual arrangements, we bear the costs of shipment or have the shipment insured or mount or set up the products on the customer's premises. We shall not be liable for damage and loss during transport. In particular, any damage and loss shall not release the customer from the obligation to pay the purchase price in full. If the customer has not given any special orders relating to shipment, we shall have the shipment sent via the best route at our discretion. At the customer's request, which must be communicated in writing upon order placement, we shall take out transport insurance for the shipments on behalf, and at the expense, of the customer. We shall be entitled to name ourselves as beneficiary. We shall only be responsible to take that care customarily taken when choosing the insurer for the transport.

4.4 If shipment is delayed due to the customer's fault, BioLife may, at its discretion, after the expiration of a grace period of one week either arrange for shipment at the expense and risk of the customer or provide for storage of the products and charge the storage costs to customer. In case of storage, BioLife shall be entitled to charge the customer a monthly storage and handling fee in the minimum amount of 0.5 percent of the invoiced purchase price for each month of delay. We reserve the right to assert a claim for higher storage costs in the event such higher costs are incurred.

5. Limited Warranty

5.1 BioLife's products are manufactured and all services are rendered with due care and in accordance with applicable statutory laws and regulations. Owing to the complexity of biotechnological products, materials and procedures, it cannot be guaranteed that our products or services function without defects in all applications, environments and/or combinations. For this reason, BioLife does not assume any guarantee or liability to the effect that our products or the results of our services are appropriate in each individual case for the specific purpose intended by the customer. Subject to the limitations of this Section 5 and unless otherwise expressly provided, BioLife warrants only that the products and services will conform to BioLife's published specifications for such products and services in effect at the time of order acceptance, or any analysis certificate presented with the product or service result.

5.2 Any samples, measurements and product/service details contained in catalogues, price lists, brochures and/or quotations presented to the customer only constitute an approximate guide and may under no circumstances be understood as an assurance of properties in terms of a guarantee. We reserve the right to make any changes thereto which we consider necessary in our absolute discretion. In the event BioLife and the customer wish to agree on a guarantee in an individual case, contrary to the above, this must be done expressly and in writing signed by a person with requisite authority at BioLife.

5.3 BioLife's sole liability, and customer's sole and exclusive remedy, pursuant to any claim of any kind against BioLife, including without limitation any claim in contract, negligence or strict liability, shall be, at BioLife's option, (a) replacement of any non-conforming products or re-performance of any non-conforming services (or such portion thereof as may reasonably be required to be re-performed) until completion or (b) a refund of the payments allocable to the non-conforming products or services.

5.4 UNLESS ANY OTHER EXPRESS LIMITED WARRANTY IS PROVIDED IN WRITING BY BIOLIFE OR PURCHASED BY CUSTOMER IN CONNECTION WITH CUSTOMER'S PURCHASE OF A BIOLIFE PRODUCT OR SERVICE, THE LIMITED WARRANTY IN SECTION 5.1 ABOVE IS EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND BIOLIFE HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION (A) ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY IMPLIED WARRANTY THAT ANY USE OF THE PRODUCTS OR SERVICES WILL NOT VIOLATE OR INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, WITH RESPECT TO THE PRODUCTS OR SERVICES, OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE.

6. Inspection, Acceptance, and Storage

6.1 The customer shall inspect the products promptly upon delivery and shall give written notice to BioLife specifying any alleged non-conformance, defect, damage, or shortage. The customer shall be deemed to have accepted the products as having been delivered in accordance with the relevant contract and as being free from any defect, damage, shortage, or any other deficiency whatsoever, unless such notice has been given in writing and received by BioLife by (a) seven (7) working days after customer's receipt of delivery of the products, in the case of any non-conformities or deficiencies reasonably ascertainable by visual inspection or routine testing procedures, or (b) seven

(7) working days after customer learns of the facts giving rise to the claim, in the case of any other non-conformities or deficiencies not reasonably ascertainable by visual inspection or routine testing procedures. Customer's failure to give notice of any claim within the applicable time period specified above, shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have been discovered or whether processing or use of the products shall have then taken place.

6.2 BioLife reserves the right to inspect and test the product to which objection has been made in each case of a notification of defects by customer. The customer shall give us reasonable time and opportunity for such inspection. Upon our request, the customer shall return to us at our expense the item to which objection has been made. If customer's notification of defects proves to be unjustified, customer shall be obligated to reimburse us for all costs incurred in this context (e.g., inspection costs, travel costs and shipment costs) upon submission of receipts.

6.3 Defects of partial deliveries shall not entitle customer to reject the remainder of the contractual quantity unless customer can prove that it would be commercially unreasonable for customer to accept only a part of the delivery under these circumstances.

6.4 As a condition of BioLife providing any warranty for its products, Customer must where applicable immediately upon receipt, and continually while in its possession, store the products in accordance with any recommended instructions or methods, including but not limited to storage at recommended temperatures, provided in any product documentation supplied with the products.

7. Use

7.1 Products sold or otherwise delivery by BioLife must only be used for the purposes and in accordance with the usage instructions stated on the product package and/or the applicable product use statement. In particular, BioLife's products are for research or further manufacturing use only and are not to be used, neither directly nor indirectly, for therapeutic or diagnostic purposes unless

(a) the product has been expressly approved for such purposes by BioLife, (b) such use is permitted under the statutory law applicable to the customer, and (c) all required permits have been granted by the appropriate regulatory agency or other competent authority. The customer shall be solely responsible for ensuring that the customer's intended use of the products does not violate statutory law and that all required permits have been granted.

7.2 Customer shall handle and use the results of the products in conformity with (a) good laboratory practice, (b) all applicable laws and regulations, guidelines and decisions of judicial or regulatory bodies and (c) any patent and other proprietary rights of third parties.

7.3 Products with use-by dates may only be used subject to the use-by dates stated on the product package and are only warranted for the use by such dates, and only if the customer can provide written confirmation of its compliance with BioLife's storage instructions for the product(s).

8. No Resale

Except as otherwise agreed in writing by BioLife's authorized representative, the purchase or other delivery of BioLife products only conveys to the customer the non-transferable right for customer to use the delivered products in compliance with the applicable product use statement. Unless otherwise authorized under a commercial license from BioLife, no right to resell the products, or any portion of them, in any way, shape or form, including as a component of another product, is conveyed.

9. Limitation of Liability and Remedy

9.1 BIOLIFE SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS OR OTHER ECONOMIC LOSS, ARISING IN CONNECTION WITH CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES, OR BIOLIFE'S FAILURE TO PERFORM THE SERVICES IN ACCORDANCE WITH THE LIMITED WARRANTY SET FORTH IN SECTION 5 ABOVE. THIS LIMITATION OF LIABILITY WILL APPLY UNDER ANY LEGAL THEORY AND REGARDLESS OF THE FORM OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR WARRANTY OF ANY KIND, EVEN IF BIOLIFE HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, AND SHALL ALSO APPLY IN THE EVENT OF LOSSES CAUSED BY THE BREACH OF DUTIES IN CONTRACT NEGOTIATIONS.

9.2 BioLife's liability for breach of warranty or for any loss or damage resulting from any other cause whatsoever, including alleged negligence, shall not exceed the lesser of (i) the cost of correcting any non-conformity in the products or services or (ii) the cost of replacing the products or re-performing the services. In no event (including unenforceability of the above limitations and independent of any failure of essential purpose of the limited warranty and remedies provided hereunder) shall BioLife's aggregate liability for damages hereunder exceed the purchase price or fee paid or to be paid for the specific products or services to which the particular claim relates. The parties acknowledge that the limitations set forth in this Section 9 are integral to the prices charged and that, were BioLife to assume any further liability other than as set forth herein, such prices would of necessity be set substantially higher. Customer expressly agrees that this limitation of damages and remedies shall constitute the exclusive remedies and measure of damages available to customer and all other remedies and measure of damages which might otherwise be available under the law of any jurisdiction are hereby waived by customer.

9.3 Without limitation to the generality of the foregoing limitation, BioLife shall not be liable for any damage or loss caused by the improper or unapproved use of the products. Customer shall defend, indemnify and hold harmless BioLife from and against any and all losses, costs and expenses, including without limitation reasonable attorneys' fees, in any way arising out of or relating to (a) any use of the products not in compliance with the uses stated in Section 7 above, (b) any failure of customer to comply with good laboratory practice, laws, regulations, guidelines or decisions in the handling or use of the products, (c) any violation or infringement of any patent or other proprietary rights of third parties by customer in the handling or use of the products, or (d) any other use or misuse of the products by customer.

9.4 The limitations set forth in this Section 9 shall not restrict or exclude our liability for death or personal injury caused by negligence on the part of our executive employees or on the part of our vicarious agents. Further, nothing set forth herein shall restrict or exclude our liability based on intentional misconduct or gross negligence on or part, on the part of our executive employees or on the part of our vicarious agents, or our liability resulting from mandatory product liability laws or other mandatory statutory laws and regulations, as applicable.

10. Payment Terms

10.1 The full amount of each invoice in respect of the deliveries and services provided by BioLife hereunder shall be paid net 30 days from the date of BioLife's invoice unless otherwise stated on the invoice. The customer may not withhold payment of any amounts due to BioLife by reason of any claim to a right of set-off or counterclaim or for any other reason, unless to the extent the customer's counterclaims have been affirmed finally and absolutely in a court judgment, are undisputed or are acknowledged by us.

10.2 Payment by check or bill of exchange will be effective only after these instruments have cleared and been paid. Any discounts and expenses shall be borne by customer. Any check or remittance received from or for the account of customer may be accepted and applied by BioLife against any

indebtedness owing by customer, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

10.3 BioLife reserves the right to assess a late fee at a rate equal to the interest paid by us for drawing on a corresponding bank loan, but at least at a rate of 8 percentage points above the then-current basic interest rate per annum as set forth by the Federal Reserve Bank or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date.

10.4 At any time, when in BioLife's opinion the financial condition of customer so warrants, or if customer fails to make payment when due or otherwise defaults hereunder, BioLife may change any terms of payment, suspend any credit previously extended to customer, require partial or full payment in advance and delay shipment until such terms are met, and pursue any other remedies available at law. In such event, if customer refuses to accept such changes, or in the event of bankruptcy or insolvency of customer or in the event any proceeding is brought by or against customer under any bankruptcy or insolvency laws or their equivalent, BioLife may cancel any order then outstanding and/or terminate the contract with immediate effect without any liability to customer or others on its part and recover any products and/or deliverables held by the customer which remain the property of BioLife and enter upon the customer's premises for that purpose.

10.5 In the event of discontinuation of payments by the customer, collection and discount charges shall be borne by the customer. The customer shall pay discount charges, stamp duties, default interest immediately. We shall not be responsible to make timely presentation, protest, or notification or return of bills of exchange in the event they are dishonored.

11. Intellectual Property Rights

11.1 BioLife is the owner of all intellectual property rights and all other rights related to the product(s) or services provided by BioLife.

11.2 The customer is prohibited from attempting to reverse engineer, alter, re-manufacture, and all other activity to learn the chemical composition, formula, manufacturing process, or any other secret information about the product(s) or services.

12. Confidentiality

12.1 The term "Confidential Information", as used herein, shall include all scientific, technical, business, or financial information disclosed by BioLife to customer, including any information learned by customer during any visit to BioLife's facilities. This Agreement shall not apply to Confidential Information or of any portion of such information which a customer can show by presenting adequate evidence:

(a) Is now or later made known to the public through no default by customer of its obligations under this Agreement; (b) Was in its rightful possession prior to the earliest disclosure by BioLife, as evidenced by written documents in customer's files; (c) Is rightfully received by customer from a third party having no obligation of confidentiality to BioLife; (d) Is independently developed by customer or by persons who did not have access to Confidential Information.

12.2 Customer agrees to hold in confidence and not publish or disclose to any third parties any of the Confidential Information without the prior written consent of BioLife, and not to use the Confidential Information for any purpose except for using the products and/or the results of the services. Customer agrees to use the same degree of care (and in any event not less than reasonable care) to safeguard the confidentiality of the Confidential Information that it uses to protect its own secret information, and to keep the Confidential Information in a secure location at all times.

12.3 Customer agrees to limit any disclosure of the Confidential Information only to those of its directors, officers, employees, and outside professional advisors (including consultants, independent contractors, and the like) or of any entity controlled, controlling, or under common control with customer ("Affiliate"), who have a need to know and who are bound by obligations of confidentiality and non-use at least as restrictive as set forth herein, and to advise such persons of customer's obligations hereunder.

12.4 In case customer is required to disclose Confidential Information in order to comply with laws, regulations or court order, customer shall disclose such Confidential Information only to the extent necessary for such compliance, provided, however, that customer shall give BioLife prompt written notice of such requirement or request to disclose Confidential Information so that BioLife may seek an appropriate protective order, and customer shall use its best efforts to secure confidential treatment of the Confidential Information to be disclosed.

12.5 Customer shall return any and all tangible Confidential Information provided to it by BioLife, including without limitation any materials, documents, plans, drawings, data carriers of whatever kind, and any copies thereof, to BioLife immediately upon BioLife's written request, provided, however, that customer may retain one copy thereof in the confidential, restricted access files of its legal counsel for the purpose of determining any continuing obligation and only in connection with that purpose.

12.6 No warranties or representations are made by BioLife for Confidential Information. Customer should rely on Confidential Information at its own risk. Customer expressly recognizes that ANY AND ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS".

12.7 In the event of breach, or a threatened breach of the provisions of this Section 12 by customer, BioLife shall be entitled to an injunction restraining customer from committing such breach without showing or proving any actual damage sustained and without posting a bond thereof.

13. Data Privacy Protection

We shall treat all personal data relating to the customer confidentially. BY PLACING ORDERS, THE CUSTOMER CONSENTS TO THE STORAGE AND FORWARDING OF PERSONAL DATA FOR THE PURPOSE OF CREDIT REVIEW, COLLECTION OF DEBTS AND NOTIFICATIONS UNDER ANY APPLICABLE LAWS AND REGULATIONS.

14. Notices

Notices and other communications hereby required or contemplated shall only be effective if delivered in writing to the party for whom intended at its designated "Invoice Address" if to customer or the BioLife contact address if to BioLife, either by (a) personal delivery, (b) postage prepaid, return receipt requested, registered or certified mail, (c) internationally recognized overnight courier (such as UPS, FedEx, or DHL), or (d) facsimile with a confirmation copy sent simultaneously by any of the other methods described above. Notice by registered or certified mail shall be effective on the date officially recorded as delivered to the intended recipient by return receipt or equivalent, and in the absence of such record of delivery, the effective date shall be presumed to have been the fifth (5th) business day after deposit in the mail. Notices delivered in person or sent by courier shall be effective on the date of personal delivery. Notices delivered by facsimile shall be deemed to be effective on the date sent. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

15. Return Policy

BloodStor®, CryoStor®, HypoThermosol®, Cell Thawing Media:

Due to the critical storage conditions of our product and chain of custody concerns after shipment to customers, all sales are final. If you have any questions or concerns about your purchase, or for special circumstances, please contact Customer Care. Freezers:

All freezer sales are final. If you have questions or concerns about your purchase, please contact Customer Service.

Racks, Boxes, Dividers and other Accessories:

Products are covered by our 30 day warranty. Unless product is damaged during shipping, customer is responsible for return shipping cost and a 20% restocking fee. Returned products must be visibly unused for credit to be issued. Please contact Customer Service for a return authorization.

THANK YOU FOR YOUR BUSINESS!

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
 GE Medical Systems Information Technologies, Inc.
 Tax ID (39-1046671)**

Novant Health Forsyth Medical Center
 3333 Silas Creek Pkwy
 Winston Salem, NC 27103-3090

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 (including line/catalog details included herein) 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.

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:	Novant Health - LCS
Discount Tier	
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	30 NET
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$280,535.33

IMPORTANT CUSTOMER ACTIONS:

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

- Cash
 GE HFS Loan GE HFS Lease
 Other Financing Loan Other Financing Lease Provide Finance Company Name _____

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

Novant Health Forsyth Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable _____

GE Medical System Information Technologies, Inc., a GE Healthcare Business

Signature: Greg Culbertson

Title: Product Sales Specialist, Patient Monitoring, Patient Care Solutions

Date: February 2, 2024

To Accept This Quotation

Please sign and return this quotation together with any Purchase Order(s) to:

Name: Greg Culbertson

Email: greg.culbertson@gehealthcare.com

Phone:

Fax:

Payment Instructions

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

GE Medical Systems Information Technologies, Inc.

5517 Collections Center Dr.

Chicago, IL 60693

FEIN: 39-1046671

Novant Health Forsyth Medical Center**Addresses:**

Bill To:	Novant Health Forsyth Medical Center	3333 Silas Creek Pkwy, Winston Salem, NC, US, 27103-3090
Ship To:	Novant Health Forsyth Medical Center	3333 Silas Creek Pkwy, Winston Salem, NC, US, 27103-3090

To Accept This Quotation

- Please sign the quote and any included attachments (where requested).
- 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).
- If your purchasing process requires a purchase order, please make sure it includes:
 - 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

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating 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 # _____”.

DETAILED CONFIGURATION

CARESCAPE B450 v3.2

Line	Catalog number	Qty	Description	Net Price Each(USD)	NetPrice(USD)
1	5805686	11	CARESCAPE B450 MBA323(ATO MODEL)	\$7,980.48	\$87,785.28
2	5805670	11	B450 MBA323 FRAME WITHOUT WLAN (WLAN not field upgradable)		
3	2062895-001	11	Battery FLEX-3S2P 10.8V 18650 LI-ION SMBUS (B450 Compatible)		
4	5821557	11	CARESCAPE B450 CSP V3.2 SOFTWARE (Compatible with MUSE NX only)		
5	2066520-001	11	B450 W/ Recorder		
6	5822486-16	11	B450 V3.2 ENGLISH US LOCALIZATION-MANUALS		
7	2068494-005	11	B450 English US Keyboard Software Setting		
8	2068494-017	11	B450 Power Frequency Setting 60HZ		
9	2064277-001	11	B450 4ICU - Critical Care Software Package		
10	2105824-004	11	PARR - Full ARRHYTHMIA License		

11	2105824-005	11	P12S - 12SL ECG W/ACI TIPI License		
12	2105824-010	11	12ST - MULTI-LEAD ST ANALYSIS License		
13	2105824-017	11	CMBO - Combo Telemetry ECG License		
14	2105824-008	11	AVOA - Auto VIEW ON ALARM License		
15	2066381-001	11	Power Cord, USA/Canada 8FT Angle, GE Re-Order PN 405535-007		
16	2014448-001	11	Locking Arm Variable Height Wall Mount	\$384.80	\$4,232.80
17	411959-001	11	19-inch wall channel	\$28.60	\$314.60
18	2038478-001	11	GCX Utility Hook for Use W/M & VHM Series arms	\$20.80	\$228.80
19	2096245-003	11	CARESCAPE Parameter holder, 2 X large 1 X small	\$26.00	\$286.00
20	2090387-006	11	Kit CARESCAPE One Pole/rail Clamp	\$65.00	\$715.00
21	2090387-009	11	Quick Connect Pole/Rail Clamp	\$124.80	\$1,372.80

22	2105824-018	11	PDM and CARESCAPE One Support	Incl.	Incl.
PDM and CARESCAPE One Support					
23	2095710-001	11	NON-TRANSPORT B450 MONITOR	Incl.	Incl.
24	2083083-001	11	INSTALLATION CHARGE	\$493.36	\$5,426.96
25	CE2023PCS001	11	Patient Monitor Configuration	Incl.	Incl.

Clinical configuration for patient monitoring product. Clinical Applications will provide configurations for the patient monitor remotely. Onsite configuration builds are at the discretion of the Clinical Applications team. One configuration update will be available for each care area where the Patient monitor product is installed. This configuration offering is available Monday through Friday, has a term of 12 months and is a non-discountable cost. Requests for training on weekends or business-designated holidays must be mutually agreed upon and will result in 2x daily onsite Clinical Applications Training day charge. Any patient monitor configuration time unused at the end of 12 month term are forfeited without refund or credit. Additional training credits/hours/days to be delivered remotely or onsite are available for purchase separately.

Configuration Total **\$100,362.24**

CARESCAPE One v3.2

Line	Catalog number	Qty	Description	Net Price Each(USD)	NetPrice(USD)
26	2087075-300	11	CARESCAPE ONE MBZ323 ATO MODEL	\$5,256.00	\$57,816.00
27	2098985-002	11	CARESCAPE ONE MBZ323 HARDWARE		
28	2098987-002	11	CARESCAPE ONE CSPV3.2 SW		
29	5831084	11	CS32 - CARESCAPE SOFTWARE VERSION 3.2 BASE LICENSE		
30	2062895-001	11	Battery FLEX-3S2P 10.8V 18650 LI-ION SMBUS (B450 Compatible)		

31	2098988-002	11	CARESCAPE One FREQUENCY Setting 60HZ		
32	5863404-12	11	CARESCAPE ONE V3.2 ENGLISH US LOCALIZATION		
33	2099057-001	11	CARESCAPE F0 DOCK ATO Model	\$594.00	\$6,534.00
34	2099060-001	11	CARESCAPE DOCK F0 HARDWARE		
35	2087716-002	11	Cable Assembly EPORT CARESCAPE One To Host 1.5M (5FT)		
36	2103987-001	11	CARESCAPE SPO2 MASIMO 6ft (1.8m)	\$936.00	\$10,296.00
37	MASIMO-RD-4078	11	Cable, RD rainbow SET 25R 12ft, for use with CS ONE	\$163.80	\$1,801.80
38	MASIMO-RD-4050	11	RD SET DCI, Adult, Reusable Finger Sensor	\$124.80	\$1,372.80
39	2099884-001A3	11	CARESCAPE ECG MKE101 3.6M (12ft) AHA	\$950.40	\$10,454.40
40	2106397-002	11	ECG Leadwire set, 6-lead, grouped, Grabber, AHA, 130 cm/ 51 in	\$102.96	\$1,132.56
41	2066468-007	11	ECG Leadwire Set, 4-Lead, Grabber, AHA, 130cm/51in	\$33.80	\$371.80

42	2099661-001D3	11	CARESCAPE TEMPERATURE MKT101 MODULE CABLE DISPOSABLE 3M (9.8ft)	\$504.00	\$5,544.00
43	NIBP_USA_bundle	11	Nested Bundle for NIBP Cuffs for Monitoring Products USA.		
44	2087389-002	11	ASSY CARESCAPE ONE NIBP HOSE ADULT/PED 2T DINACLICK 12ft (3.6m)	\$80.00	\$880.00
45	2083083-001	11	INSTALLATION CHARGE	\$491.52	\$5,406.72
46	2095482-003	11	CS1 Lifecycle Assurance TNO 5yr SW with enabling HW - per terms in attached TNO addendum	\$1,500.00	\$16,500.00

CS1 Lifecycle Assurance TNO 5yr SW with enabling HW - per terms in attached TNO addendum

Configuration Total
\$118,110.08
CSCS v3 All in One New System

Line	Catalog number	Qty	Description	Net Price Each(USD)	NetPrice(USD)
47	5514385	1	CSCS V3 MAI800 (INTEGRATED CONFIGURATION) ATO MODEL	\$45,576.00	\$45,576.00
48	5697399-003	1	MAI800 INTEGRATED SYSTEM		
49	5697399-001	1	CSCS V3 eDELIVERY - SW AND MANUALS		
50	5867474-100	1	Central Station License Expansion: LICENSES ONLY – electronic delivery. Serial Number required if expanding licenses for an existing central station		
51	5697399-004	1	MP200X VESA DESK MOUNT STAND		

52	5697399-014	1	CENTRAL STATION ENGLISH LANGUAGE		
53	2081739-004	1	CSCS ENGLISH-US KEYBOARD WITH MOUSE		
54	80274-006	1	North American, 6ft.		
55	2092862-004	16	BED VIEW LICENSE - 1 BED		
56	2092863-002	1	ADT PICKLIST LICENSE		
57	2092863-004	1	MULTIKM LICENSE		
58	2095336-003	16	CSCS 72 HR FD LICENSE		
59	2063806-013	1	PRN 50-M+ 2in Strip Printer	\$1,548.00	\$1,548.00
60	2100519-001	1	CSCS STRIP PRINTER ACCESSORY KIT	\$78.48	\$78.48
61	2083083-001	1	INSTALLATION CHARGE	\$2,618.00	\$2,618.00

Configuration Total
\$49,820.48
CARESCAPE Networking

Line	Catalog number	Qty	Description	Net Price Each(USD)	NetPrice(USD)
62	2036075-034	13	Network Design/Consult Seg Network - 15 Nodes	\$258.22	\$3,356.86
63	2036075-241	1	Customer Design Package Deliverable - Documentation includes floor plans with equipment placement and outlined coverage, connectivity documentation, system diagrams, and switch configurations where applicable.	Incl.	Incl.
64	2095405-008	1	Network UPS - Customer Provided	Incl.	Incl.
65	2036075-244	13	Network Equipment Standard - minimum 7 nodes. Includes GE standard (as required per design): network switch, patch cables, rack equipment, cable management, power strips, SFP uplink. NOT included - UPS, redundant power supply.	\$330.00	\$4,290.00
66	2036075-012	13	Network Equipment Install (Minimum 7 Nodes)	\$157.18	\$2,043.34
67	2036075-079	1	SWITCH / SEGMENT INTEGRATION FIBER RUNS CUSTOMER PROVIDED	Incl.	Incl.
68	2036075-030	13	Network Drop Install - Customer Provided	Incl.	Incl.
69	NETWORKING_I NT=BR	1	Routing services confirmation between Patient Monitoring solution and Hospital Networks (Customer or GE-provided Router) Includes professional services. Installation is during standard business hours.)	\$1,077.79	\$1,077.79
70	2036075-058	1	CARESCAPE Networking documentation kit and labels	\$224.54	\$224.54

Configuration Total
\$10,992.53

Carescape Gateway ITPS

Line	Catalog number	Qty	Description	Net Price Each(USD)	NetPrice(USD)
71	2060355-002	1	1 Hour of HL7 Custom Configuration, Documentation, and Testing	\$250.00	\$250.00
72	2060355-003	1	4 Hours of HL7 Custom Configuration, Documentation, and Testing	\$1,000.00	\$1,000.00
Configuration Total					\$1,250.00

Total Quote Net Selling Price: \$280,535.33

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:
 GE Medical Systems Information Technologies, Inc.
 Tax ID (39-1046671)**

GPO Agreement Reference Information

Customer:	Novant Health Forsyth Medical Center
Contract Number:	Novant Health - LCS
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	30 Net
Shipping Terms	FOB DESTINATION

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE HealthCare and Novant Health - LCS

If applicable, for more information on this devices' operating system, please visit GE HealthCare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>

LIFECYCLE ASSURANCE TECHNOLOGY NON-OBSOLESCENCE ADDENDUM

This Lifecycle Assurance Technology Non-Obsolescence Addendum (“Addendum”) to GE HealthCare Quotation No. 2010646270.1 (“Quotation”), is entered into as of the date Customer executes this Addendum, by and between Datex-Ohmeda, Inc., a GE HealthCare business, with an address at 3030 Ohmeda Drive, Madison, WI 53718 (“GE HealthCare”) and Novant Health Forsyth Medical Center with an address at 3333 Silas Creek Pkwy, Winston Salem, NC, US, 27103-3090 (“Customer”).

Customer desires to purchase from GE HealthCare, and GE HealthCare agrees to provide to Customer, protection from technological obsolescence for the CARESCAPE ONE System(s) identified in Exhibit A below (“Covered Product(s)”) in accordance with the terms and conditions of this Addendum.

1. Term and Termination. This Addendum shall commence on the date Customer executes this Addendum (“Commencement Date”) and continue in effect for five (5) years thereafter (“Term”). This Addendum shall then automatically terminate and may be renewed only upon the written agreement of the parties. This Addendum shall be non-cancelable by either party.

2. Applicable Terms. Except as otherwise mutually agreed in writing signed by both parties, GE HealthCare’s terms and conditions and warranty attached to the Quotation shall apply to this Addendum. The terms of this Addendum will prevail if there are any conflicts between the terms and conditions attached to the Quotation and the terms of this Addendum.

3. Pricing. Customer shall receive protection from technological obsolescence, as set forth herein, subject to the pricing and payment schedule listed in Exhibit A. The technology obsolescence payments referenced in Exhibit A are not discountable nor refundable and are not contingent upon GE HealthCare’s delivery of any particular products or Customer’s acceptance of any products made available under this Addendum. Customer may, at its option, decline to accept any products made available by GE HealthCare under this Addendum, provided that Customer shall not be entitled to any price reduction or refund if Customer declines to accept any such products.

4. Product Commitments. GE HealthCare shall provide to Customer up to one (1) GE HealthCare developed software upgrade and enabling hardware for the Covered Product(s) on Exhibit A that (a) (i) for products that require FDA-clearance, becomes FDA-cleared in the United States during the Term and subsequently, during or after the Term, becomes commercially available in the United States, and (ii) for products that do not require FDA-clearance, becomes commercially available in the United States during the Term, and (b) enhances the operation of the Covered Products or otherwise provide additional features and functionality to the Covered Product(s), subject to the exclusions stated herein (“Covered Upgrades”). As used herein, “commercially available” means the date that the product is generally available for quoting in GE HealthCare’s standard United States quotation system such that GE HealthCare can issue an executable quotation to offer such product for commercial sale in the United States. GE HealthCare makes no representation or warranty as to the quantity or type of technology or functionality that may be included in any Covered Upgrades under this Addendum, except for GE HealthCare’s applicable standard product warranties with respect to Covered Upgrades that are actually delivered to Customer. GE HealthCare makes no representation or warranty that any Covered Upgrades will receive FDA clearance and/or become commercially available during the Term.

5. Covered Upgrade Delivery. Upon GE HealthCare’s commercial release of a Covered Upgrade, Customer will have twelve (12) months to contact GE HealthCare and schedule delivery of the Covered Upgrades, as applicable, except as outlined in the Exclusions below. All such installations will be scheduled via the GE HealthCare Installations

EXHIBIT C

Manager assigned to Customer’s facility where the Covered Product(s) are located and installed on a date as mutually agreed to by the parties. Customer will be responsible for existing product removals, all site preparation required to install the Covered Upgrade(s) and other work associated with removal of the existing products and/or delivery of the Covered Upgrade(s). Installation of the Covered Upgrade, including labor associated with any enabling hardware, is included in the Total Program Fee and provided per the terms of the applicable Quotation.

6. **Exclusions.** This Addendum excludes the following items: (a) products/product options (including licenses) that were (i) for products that require FDA clearance, FDA cleared on or before the Commencement Date, or (ii) for products that do not require FDA clearance, commercially available in the United States on or before the Commencement Date and that Customer has elected not to purchase (and upgrades to such products/product options); (b) accessories (generally denoted with E-catalog numbers in GE HealthCare quotations), supplies and consumable items; (c) third party operating systems unless specifically provided in the Quotation; (d) third party manufactured or developed items (excluding third party manufactured items manufactured exclusively for GE HealthCare); and (e) software subscriptions. Further, unless otherwise stated on the Quotation, Customer will not be entitled to training, but may purchase training from GE HealthCare at the then-current rate

7. **Miscellaneous.** Any replaced hardware for Covered Products will become the property of GE HealthCare and must be returned to GE HealthCare at GE HealthCare’s expense within sixty (60) days following replacement Customer shall convey title to any returned hardware free and clear of all liens and encumbrances.

Customer is responsible for the proper accounting for all payments made in the manner required under any state or federal program which provides reimbursement to Customer for or related to any products or services provided under this Agreement.

Customer and GE HealthCare have caused this Addendum to be effective and executed by their duly authorized representatives.

Novant Health Forsyth Medical Center

DATEX-OHMEDA, INC., A GE HEALTHCARE BUSINESS

Signature: _

Signature: _____

Print Name: _

Print Name: _____

Title: _

Title: _____

Date: _

Date: _____

EXHIBIT A

Quantity and Description of Covered Products	TNO Coverage Price Per Unit
11 CARESCAPE ONE System(s) as more particularly described on GE HealthCare Quotation(s) 2010646270.1	\$1,500.00

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Program Fee Payment schedule:

Total Program Fee is billable and payable per the terms of the Quotation.

GE HealthCare Terms & Conditions

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; “Services” are Product support or professional services; “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; “Healthcare Digital 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 licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped; and “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. Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. Software License. Other than as identified in a 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 in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE HealthCare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of 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, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer’s order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee 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 or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and 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 is responsible for network and site preparation, including costs, in compliance with 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 upgrades and revisions to non-Healthcare Digital 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 project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital 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.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE HealthCare provides Customer access to the Products.

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. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 Audit. GE HealthCare may audit Customer's use of Software, Subscription and Healthcare Digital Products to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. 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, Subscription or use of the Healthcare Digital Product.

4.10 Product Inflation. For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index (“CPI”) from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

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 Lease. If Customer leases a Product, Customer 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. Subscriptions. The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE HealthCare provides Customer access to the Products.

7.2 Renewal / Non-Renewal. The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 Subscription Equipment. Title to Equipment and Third-Party Equipment provided via Subscription ("Subscription Equipment") remains with GE HealthCare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE HealthCare.

7.4 Support Services. Unless otherwise noted in the Quotation, GE HealthCare will provide support Services as described in the Subscription Products and ViewPoint Software Maintenance Terms and Conditions.

7.5 Upgrades. Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades if and when they become available and to the extent they are provided to all GE HealthCare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE HealthCare shall have no obligation to provide upgrades if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE HealthCare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE HealthCare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE HealthCare will remove Customer's access.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE HealthCare's then-current pricing.

8. General Terms.

8.1. 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.

8.2. Governing Law. The law of the state where the Product is installed, Service is provided, or Subscription is accessed will govern this Agreement.

8.3. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

8.4. 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.

8.5. 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 will survive the Agreement's expiration or termination.

8.6. Intellectual Property. GE HealthCare owns all rights to the intellectual property in GE HealthCare's Products, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE HealthCare with feedback related to Products, Services, and related Documentation, and GE HealthCare may use it in an unrestricted manner.

9. Compliance.

9.1. 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, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products. 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 updates for Equipment and Software required by applicable laws and regulations at no additional charge.

9.2. Security. GE HealthCare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE HealthCare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

9.3. Environmental Health and Safety ("EHS"). GE HealthCare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE HealthCare's EHS requirements; (ii) provide a safe environment for GE HealthCare personnel; (iii) tell GE HealthCare about chemicals or hazardous materials that might come in contact with Products or GE HealthCare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

9.4. 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-validated 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.

9.5. 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 of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE HealthCare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the equipment Quotation. Recording of GE HealthCare training sessions is prohibited.

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

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE HealthCare with, and maintain, a GE HealthCare-validated remote access connection to service the Product; or (ii) GE HealthCare reserves the right to charge Customer for onsite support at GE HealthCare's then-current billing rate. This remote access 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.

9.8. Use of Data.

9.8.1. Protected Health Information. If GE HealthCare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE HealthCare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE HealthCare, Customer must ensure that all PHI stored in it is deleted.

9.8.2. Data Rights. GE HealthCare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE HealthCare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE HealthCare without Customer's consent.

9.9. 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.

9.10. Insurance. GE HealthCare will maintain coverage in accordance with its standard certificate of insurance.

9.11. 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.

10. Disputes and Arbitration

10.1. Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this Section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

11. Liability and Indemnity.

11.1. Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

11.2. Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

11.3. IP Indemnification. GE HealthCare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment or Software in accordance with the Specifications, Documentation and license.

11.4. General Indemnification.

11.4.1. GE HealthCare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE HealthCare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

11.4.2. Customer will indemnify, defend and hold GE HealthCare harmless for losses which GE HealthCare becomes legally obligated to pay arising from third party claims brought against GE HealthCare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product; (iii) improper storage of the Product (iv) modification of the Product; or (v) material breach of this Agreement.

11.5. Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

12. Payment and Finance.

12.1. 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.

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

12.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13. 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 W Innovation Dr., Wauwatosa, WI 53226.

14. **Subscription Products and ViewPoint Software Maintenance Terms and Conditions.**

14.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update: (i) Products provided via Subscription (excluding Healthcare Digital Products); and (ii) ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA").

14.2 Scope.

14.2.1 Software Support and Maintenance. GE HealthCare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE HealthCare; or (b) detection by GE HealthCare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

14.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE HealthCare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

14.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

14.2.4 Hotline Support. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

14.2.5 Remote Access Support. GE HealthCare may access Software remotely via Customer's network and GE HealthCare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE HealthCare to establish remote connections. Certain modules require remote access in order to obtain support.

14.2.6 Warranty. GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to 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.

14.2.7 Exclusions. GE HealthCare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE HealthCare; (ii) use in a manner or environment for which GE HealthCare did not design or license the Products, or in violation of GE HealthCare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE HealthCare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE HealthCare; (x) any cause external to the Products or beyond GE HealthCare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

14.2.8 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without

cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after date of GE HealthCare's invoice.

GE HealthCare Warranty Statement

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 provided “AS IS” and is not warranted by GE HealthCare.
- 1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at www.gehealthcare.com/accessories.
- 1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE HealthCare’s warranties.
- 1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.
- 1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

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 or for GE HealthCare Product training purposes. 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. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare’s reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii)

Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

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

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 original equipment manufacturer (“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.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) 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.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

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.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

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

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

CARESCAPE ONE : 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

Micromodules: 3 year parts, 1 year labor (i) repair services performed at GE HealthCare Repair Operations Center

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

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

EXHIBIT C

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

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

Blood pressure cuffs and related adaptors and air hoses: 1 month

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

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year


Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

For orders over \$25,000 USD or for orders shipping outside of the United States, please Contact Us for a quote. Dismiss



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CART

PRODUCT	TOTAL	CART TOTALS
 <p>Miltenyi Biotec autoMACS Pro Separator</p> <p>\$24,037.55</p> <p>The Miltenyi Biotec autoMACS Pro Separator is a high-performance magnetic cell separation instrument used for...</p> <p>Remove item</p>	<p>\$24,037.55</p>	<p>Add a coupon</p> <hr/> <p>Subtotal \$24,037.55</p> <hr/> <p>Shipping \$1,260.29 Flexible Shipping</p> <p>Shipping to 27103, Winston-Salem, North Carolina, United States (US) Change address</p> <p><input type="radio"/> Flexible Shipping \$1,260.29</p> <hr/> <p>Total \$25,297.84</p> <p>Including \$1,655.00 Sales Tax</p>

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East Lyme, CT 06333



860 691-2213



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STAY IN TOUCH



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EXHIBIT E
QUOTATION

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1697581	
Order Date	Page
01/25/2024 09:52:59	1 of 1

Quote Expires On: 03/25/2024

Bill To:

Novant Health, Inc.
PO Box 25686
Attn Accts Payable
Winston Salem, NC 27114-5686
USA
336-277-1075
Attn: Accounts Payable

Ship To:

Forsyth Medical Center
3333 Silas Creek Parkway
Winston Salem, NC 27103

Customer ID: 101754

<i>PO Number</i>	<i>Sales Rep</i>	<i>Taker</i>
1/25/24 U9	Rob Bowen/ Mike Thaler	SHANNON.MANSBERGER

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				

Order Note: Freight, delivery, and any applicable sales tax will be added upon final product selection and delivery requirements. Freight included below is only an estimated and subject to change.

1.00	0.00	1.00	EA		LAN-U9-90	EA	2,520.2564	2,520.26
				1.0	U9 Upright Bike w/Achieva Console 9in Color LCD screen with Captive Touch Buttons 350 max user weight	1.0		

Total Lines: 1

<i>SUB-TOTAL:</i>	2,520.26
<i>TAX:</i>	185.48
<i>ASSEMBLY:</i>	100.00
<i>FREIGHT:</i>	129.41
<i>AMOUNT DUE:</i>	2,935.15

U.S. Dollars

EXHIBIT F
QUOTATION

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1697574	
Order Date	Page
01/25/2024 09:43:18	1 of 1

Quote Expires On: 03/25/2024

Bill To:

Novant Health, Inc.
PO Box 25686
Attn Accts Payable
Winston Salem, NC 27114-5686
USA
336-277-1075
Attn: Accounts Payable

Ship To:

Forsyth Medical Center
3333 Silas Creek Parkway
Winston Salem, NC 27103

Customer ID: 101754

<i>PO Number</i>	<i>Sales Rep</i>	<i>Taker</i>
1/25/24 L8	Rob Bowen/ Mike Thaler	SHANNON.MANSBERGER

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

Order Note: Freight, delivery, and any applicable sales tax will be added upon final product selection and delivery requirements. Freight included below is only an estimated and subject to change.

1.00	0.00	1.00	EA		LAN-L890RTM	EA	3,585.9903	3,585.99
				1.0	Landice L890RTM Treadmill Rehab 110V Extended Parallel Medical Handrails features a four-horsepower continuous-duty drive motor ranging in speed from 0.1 to 12.0 mph. The rust-free aluminum frame contains a 1-inch thick reversible deck capable of reaching a 15% elevation. 110Volt	1.0		

Total Lines: 1

SUB-TOTAL:	3,585.99
TAX:	260.07
ASSEMBLY:	350.00
FREIGHT:	129.41
AMOUNT DUE:	4,325.47

U.S. Dollars

EXHIBIT C
QUOTATION

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1697573	
Order Date	Page
01/25/2024 09:40:02	1 of 1

Quote Expires On: 03/25/2024

Bill To:

Novant Health, Inc.
PO Box 25686
Attn Accts Payable
Winston Salem, NC 27114-5686
USA
336-277-1075
Attn: Accounts Payable

Ship To:

Forsyth Medical Center
3333 Silas Creek Parkway
Winston Salem, NC 27103

Customer ID: 101754

<i>PO Number</i>	<i>Sales Rep</i>	<i>Taker</i>
1/25/24 Monitors	Rob Bowen/ Mike Thaler	SHANNON.MANSBERGER

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
1.00	0.00	1.00	EA		BID	EA	1,195.3301	1,195.33
				1.0	Bid item below			1.0
					L8-90RTM LED Monitor			
1.00	0.00	1.00	EA		BID	EA	1,242.1875	1,242.19
				1.0	Bid item below			1.0
					NS-45000 Monitor			

Total Lines: 2

SUB-TOTAL: 2,437.52
TAX: 170.62
ASSEMBLY: 25.00
AMOUNT DUE: **2,633.14**

U.S. Dollars

EXHIBIT
QUOTATION

ACO Medical Supply

9006-B Perimeter Woods Dr.
Charlotte, NC 28216
USA
704-921-0116



Order Number	
1697571	
Order Date	Page
01/25/2024 09:32:13	1 of 1

Quote Expires On: 03/25/2024

Bill To:

Novant Health, Inc.
PO Box 25686
Attn Accts Payable
Winston Salem, NC 27114-5686
USA
336-277-1075
Attn: Accounts Payable

Ship To:

Forsyth Medical Center
3333 Silas Creek Parkway
Winston Salem, NC 27103

Customer ID: 101754

PO Number	Sales Rep	Taker
1/25/24 Nustep	Rob Bowen/ Mike Thaler	SHANNON.MANSBERGER

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Order Note: Freight, delivery, and any applicable sales tax will be added upon final product selection and delivery requirements. Freight included below is only an estimated and subject to change.

1.00	0.00	1.00	EA	NS-45000	EA	3,726.5625	3,726.56
			1.0	NuStep T4 Recumbent Cross Trainer	1.0		

Total Lines: 1

SUB-TOTAL:	3,726.56
TAX:	291.66
ASSEMBLY:	25.00
FREIGHT:	440.00
AMOUNT DUE:	4,483.22

U.S. Dollars

Projected Capital Cost Form

Building Purchase Price	\$
Purchase Price of Land	\$
Closing Costs	\$
Site Preparation	\$
Construction/Renovation Contract(s)	\$
Landscaping	\$
Architect / Engineering Fees	\$
Medical Equipment	\$383,320.00
Non-Medical Equipment	\$
Furniture	\$
Consultant Fees (specify)	\$
Financing Costs	\$
Interest during Construction	\$
Other (specify)	\$
Total Capital Cost	\$

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

Signature of Licensed Architect or Engineer

Date Signed:

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

DocuSigned by:

FB870C5493A34D2...

 Signature of Officer/Agent

Date Signed: 06/18/2024 | 11:30:13 AM EDT

President, NH GWSM & NH FMC

Title of Officer/Agent

From: [Denise Gunter](#)
To: [Waller, Martha K](#); [Stancil, Tiffany C](#); [Jackson, Yolanda W](#); [Hale, Gloria](#)
Subject: [External] No Review Submission for HSA II (Forsyth County)
Date: Tuesday, June 18, 2024 1:37:34 PM
Attachments: [CON No Review Letter for NHFMC.pdf](#)
[Exhibit A NHPMC Approval.pdf](#)
[Exhibit B Freezer and Canister.pdf](#)
[Exhibit C CareScape Monitoring System.pdf](#)
[Exhibit D Cell Separator.pdf](#)
[Exhibit E Quote for Bike.pdf](#)
[Exhibit F Treadmill.pdf](#)
[Exhibit G Monitors.pdf](#)
[Exhibit H Cross Trainer.pdf](#)
[Exhibit I Signed Capital Cost Form.pdf](#)

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good afternoon,

I hope everyone is doing well. Attached is a no review letter and exhibits for Novant Health Forsyth Medical Center. As you will see in the letter and the attached Exhibit A, the Agency approved an identical request for Novant Health Presbyterian Medical Center in 2023.

Please let me know if you have any questions or need any further information.

Thanks.



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