

DIAGNOSTIC HEALTH
ANCHORAGE™

4100 Lake Otis Parkway, Suite 102
Anchorage, Alaska 99508
(907) 729-5800
www.dhaalaska.com

August 17, 2015

Ms. Alexandria Hicks
Coordinator, Certificate of Need Program
Department of Health and Social Services
Division of Health Care Services
3601 C Street, Suite 978
Anchorage, Alaska 99503-5924

*Received
8/17/2015
via hand delivery
Ruth*

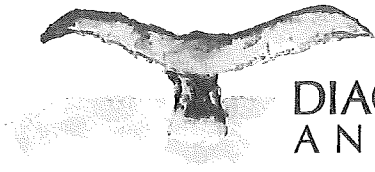
Reference: Response to Request for Information

Dear Ms. Hicks

In regards to your request for information in your response letter dated August 6th, 2015 concerning my original Request for Determination, please find the detailed responses below:

1. In regards to the discrepancy in the calculation for the Leasehold Improvements cited in paragraph 4 of your response, the actual quoted price of \$52,900 per room with a total proposed cost of \$105,800 is accurate. This was a miscalculation on my part. The scope of the work is itemized on page two of the quote from KC Corporation. (Attachment #1)
2. In regards to the request for quotation for the furniture costs cited in paragraph 5 of your response, please see the attached quotation from our furniture vendor. The original figure was a budgetary calculation that I predicted. As you can see in the quote, the actual figure was less than originally estimated. (Attachment #2)
3. In regards to the discrepancy of the physical address noted in paragraph 5 of your response, the mailing address for this location would be 1751 E. Gardner Way, Suite A, but the lease contract states that this space occupies suites A, B, C, F & the Telecom Room. Upon original discovery of this space opportunity, we were misinformed of the mailing address as the space occupies multiple units on the premises. Moving forward, the physical and mailing address will be referred to as 1751 E. Gardner Way, Suite A, as established in the lease on page 1. (Attachment #3)

Additionally, since the original request was presented, I have successfully worked with my equipment manufacturer and have received more favorable pricing for this project. An updated project expenditure table is attached outlining the projects estimated total costs as it related to the statutory threshold (table 1).



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MRI	
GE Gold Seal 1.5T 16 Channel HDXT	\$571,600.68
CT	
GE Gold Seal Brightspeed 16	\$266,987.75
Property Valuation	
Monthly lease costs times the term of the lease (\$11,500 x 24 mos.)	\$276,000.00
Leasehold Improvements	
Combined tenant improvements for both CT and MRI Suites	\$105,800
Miscellaneous	
Furniture/Accessories	\$5,893.64
MRI Rigging	\$16,000.00
Total Projected Expenditure	\$1,242,282.07

Table 1

Again, once determination is made, we estimate that this center will be operational within 120 days and will enable us to provide services to the Wasilla and Palmer communities. I look forward to receiving your response.

Sincerely,



David A. Joslin
Administrator, Diagnostic Health Anchorage
Manager of Operations, Alliance Healthcare Radiology

Enclosures (5)

- Quotation, KC Corporation
- Quotation, National Business Furniture
- Commercial Lease Agreement
- Quotation, GE Healthcare, MRI
- Quotation, GE Healthcare, CT

K-C CORPORATION
GENERAL CONTRACTORS

2964 Commercial Drive
Anchorage, AK 99501

(907) 258-2425 FAX: (907) 278-8018

June 19, 2015

Diagnostic Health Anchorage
4100 Lake Otis Parkway Suite 102
Anchorage, Alaska 99508

Attention: David Joslin

Reference: Budget Proposal for Alliance Diagnostics Equipment Upgrades

David,

K-C Corporation proposes to assist owner's equipment supplier for installation of imaging equipment similar to previous Toshiba CT Scan project at a future facility for the sum of \$52,900 per room. This estimate could fluctuate up or down depending on future site specific visit and final estimate adjustments.

Scope of budget proposal includes allowances for electrical and structural engineering, minor demolition, structural anchors for new machines, epoxy bearing base, new flooring and rubber base, fresh painting of walls, and modifications of existing electrical support systems and connections to existing main distribution panels. Per our conversation we assume all radiation shields are in place and adequate.

Work can be scheduled in coordination with new equipment arrival and factory representative work.

Thank you for the opportunity to work with you again.

K-C Corporation


Byron D. Kohfield
President

Attached: Budget Schedule of Values

Alliance Diagnostics Equipment Upgrades - Budget Proposal CT Scan Installation

Schedule of values

Alliance Diagnostics Equipment Upgrades - Budget Proposal CT Scan Installation										
KC Job NO. TBD										
Schedule of values										
A	B	C	D	E	F	G	H	I		
Activity ID	Activity Description	Area of work	Scheduled value	Work completed previous	Work completed this period	Materials stored (not in D or E)	Total complete & stored to date	%	Balance to finish (C-G)	Retainage
00800	Electrical Engineering	Base Bid	1,000.00	0.00	\$ -	\$ -	\$ -	0%	\$ 1,000	
00890	Structural Engineering	Base Bid	750.00	0.00	\$ -	\$ -	\$ -	0%	\$ 750	
01-301	Mobilize	Base Bid	315.00	0.00	\$ -	\$ -	\$ -	0%	\$ 315	
01-311	Site Superintendent	Base Bid	875.00	0.00	\$ -	\$ -	\$ -	0%	\$ 875	
01-610	Expedite & Material Handling	Base Bid	300.00	0.00	\$ -	\$ -	\$ -	0%	\$ 300	
01-740	Daily Cleanup	Base Bid	800.00	0.00	\$ -	\$ -	\$ -	0%	\$ 800	
01-750	Final Cleanup	Base Bid	400.00	0.00	\$ -	\$ -	\$ -	0%	\$ 400	
02-221	Miscellaneous Demolition	Base Bid	750.00	0.00	\$ -	\$ -	\$ -	0%	\$ 750	
03-050	Epoxy base layout & Pattern	Base Bid	500.00	0.00	\$ -	\$ -	\$ -	0%	\$ 500	
03-051	Demo VCT Base	Base Bid	500.00	0.00	\$ -	\$ -	\$ -	0%	\$ 500	
03-052	Pour Epoxy Base	Base Bid	830.00	0.00	\$ -	\$ -	\$ -	0%	\$ 830	
05-121	Structural Steel Equip anchors	Base Bid	3,000.00	0.00	\$ -	\$ -	\$ -	0%	\$ 3,000	
09-650	Rubber Base	Base Bid	400.00	0.00	\$ -	\$ -	\$ -	0%	\$ 400	
09-910	Tape & Paint	Base Bid	1,500.00	0.00	\$ -	\$ -	\$ -	0%	\$ 1,500	
13-090	Radiation Protection	Base Bid	600.00	0.00	\$ -	\$ -	\$ -	0%	\$ 600	
13-930	Sprinkler System	Base Bid	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ -	
15-050	Mechanical	Base Bid	0.00	0.00	\$ -	\$ -	\$ -	0%	\$ -	
16-050	Electrical	Base Bid	40,000.00	0.00	\$ -	\$ -	\$ -	0%	\$ 40,000	
	Grand totals		52,520.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 52,520	\$ -
<div> <div>Net billing this period</div> <div>\$ -</div> <div>Retainage</div> <div>\$ -</div> <div>this billing</div> <div>\$ -</div> </div>										

Quote # QL146445^(v1)

National Business Furniture, LLC
3530 Wilshire Blvd Ste 710 Los Angeles, CA 90010
Phone (888) 634-9764 x3976 Fax (800) 329-9349

Ship-To Address *dajoslin@allianceradiology-us.com*

DAVE JOSLIN

ADMINISTRATOR

ALLIANCE HEALTHCARE SERVICES

4100 LAKE OTIS PKWY STE 222

ANCHORAGE, AK 99508-5230

(907) 729-5850

(602) 773-3655

Source: 8Y3055

Cat. 23

Cust#: AP6183

Bill-To Address
dajoslin@allianceradiology-us.com

NEWS

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
41652	2	Electric Sit/Stand Desk 24x60	Graphite Nebula Laminate/Black Edge & Frame	7-9 Wks	\$1,195.00	\$1,147.20	\$2,294.40
56775	4	Lowback Chair w/Arms	Indigo Blue Solid Fabric/Black Frame	8-9 Wks	\$259.00	\$239.04	\$956.16
53667	2	2 Chairs w/Corner Table	Eve Fabric/Cherry Frame	8-9 Wks	\$539.00	\$517.44	\$1,034.88
31903	2	Locker - 2 Tier	Blue	7-9 Wks	\$219.00	\$210.24	\$420.48
	1	LIFETIME GUARANTEE			FREE		

Important Information:

DELIVERY LEVEL - TAILGATE DELIVERY. YOU WILL NEED PERSONNEL OR EQUIPMENT TO

LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF

INSIDE DELIVERY IS REQUIRED

Price reflects quoted discount, valid for 90 days from 8/17/2015.

Own this furniture for as little as \$216.30 per month for 36 months. Call or email me for details.

Customer PO#:		Quoted By: BRANDON FLOWERS		Ext: 3976	On: 08/17/15	Page 1
Merchandise						\$4,942.00
Total Discount						236.08
Merchandise Subtotal						4,705.92
Shipping & Handling						1,187.72
Subtotal						5,893.64
Total Tax						0.00
Order Total						\$5,893.64

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") is made this ____ day of _____ 2015, between CST Properties, LLC ("Lessor") and Alliance HealthCare Services, Inc. ("Lessee").

1. **PREMISES.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor, those certain premises located at **1751 East Gardner Way, Suites A, B, C, F, and Telecom Room** northeast of the City of Wasilla, State of Alaska. Further described as Lot 1B, Block 2, Elsinore Village Subdivision, according to re-filed Plat Number 2004-80, Palmer Recording District, Third Judicial District, State of Alaska. This Premise is comprised of approximately **7827 square feet of office space** and shall hereafter be referred to as "**Suite A**".

2. **BUSINESS PURPOSE.** The Premises are to be used for the purposes of **medical imaging and medical clinic** and for no other business or purpose without the written consent of Lessor. Lessor warrants that the Premises are presently zoned so that they may be used for the intended purpose. Lessee agrees that the height and location of all buildings, signs, lights and other improvements are in compliance with laws pertaining thereto.

3. **FEDERAL & STATE COMPLIANCE – ODORS AND DEBRIS.** Lessee shall maintain the premises in a clean and professional manner. Business activities shall comply with all State and Federal regulations including applicable Environmental Protection Agency and Alaska Department of Environmental Conservation regulations. Lessee shall not store anything outside of "Suite A" other than vehicles used for such business. If Lessee is unable to comply, the Lessor shall have the right to terminate said Lease with a 30-day notice.

4. **TERMS.** The term of this Lease shall be for **twenty-four (24) months** and shall commence on the ____ day of _____ 2015, and end on the ____ day of _____ 2017 unless sooner terminated as provided elsewhere in this Lease.

(a) **Option to Renew.** So long as tenant is not in default on this Lease, the Lessor will grant one (1) option to renew this Lease for an additional **one to five year term**. Lessee must notify Lessor in writing not less than ninety (90) days prior to the expiration of the primary term. Rents for the option period are to be based on the then market rents to be agreed upon by both the Lessor and the Lessee but in no case less than the prior term's rental amount.

5. **RENT.** Lessee shall pay to Lessor as rent for the Premises in lawful money of the United States as follows: **\$11,500.00 per month**. The said monthly rent shall be payable in advance, on the first of each month during the Lease term, to the Lessor payable to: CST Properties, LLC, P.O. Box 2954, Palmer, Alaska 99645 or to such other address as Lessor may from time to time designate.

6. **LATE CHARGE.** Rent not paid on or before the 10th day of the month is delinquent, and a late fee of five percent (5%) of the amount then due will be due and payable in addition to the rent. If such sum and late charges are not paid in full on or before the eleventh (11th) day of the month, such sum shall commence to bear interest at the rate of twelve percent (12%) per annum until paid in full.

7. **SECURITY DEPOSIT.** No security deposit is required or collected at this time. All terms, agreements and obligations of said Lease remain intact and Lessee's obligations have not been lessened.

8. **UTILITIES.** Lessee agrees to pay **gas, electric, telephone, security, janitorial** (including north hallway), and **minor maintenance** (i.e.: replacing light bulbs, sinks, toilets, etc.) for "**Suite A**". These services are separately metered and the Lessee will place said utilities in their name throughout the term of the Lease. Lessor agrees to pay for sewer, water, snow removal, landscaping, outdoor lighting and refuse.

(a) **Meter numbers:**

Gas (Enstar): 123371 & 128097
Electric (MEA): TE16033, TE90200, TE160106, TE160176, TE160183,
TE160227.

9. **TAXES AND BUILDING INSURANCE.** Lessor agrees to pay for real estate taxes and building/property insurance.

10. **ACCIDENTS.** All personal property on the Premises shall be at the risk of Lessee. Lessor or Lessor's agents shall not be liable for any damage, either to person or property, sustained by Lessee or others caused by any defects now in the Premises or hereafter occurring therein, caused by fire or by the bursting or leaking of water, gas, sewer pipes, from any act or neglect of employees or any other persons or due to the happening of any accident from whatsoever cause in and about the Premises. Lessee agrees to defend and hold Lessor and Lessor's agents harmless from any and all claims for damages suffered or alleged to be suffered in or about the Premises by any person, firm or corporation.

11. **LIABILITY INSURANCE.** Lessee shall maintain in force during the term of this Lease a policy of comprehensive public liability insurance issued by a company acceptable to Lessor and insuring Lessee and Lessor against any liability, including, without limitation, damages to other portions of the building arising out of the ownership, use, occupancy or maintenance of the leased Premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than one million dollars (\$1,000,000.00). Such policy shall name Lessor and Lessor's agent as additional insured and shall provide that they may not be cancelled without ten day's prior written notice to Lessor. Lessor shall be furnished with a certificate evidencing issuance of such policy of liability insurance and such certificate shall recite that said policy may not be canceled without thirty (30) days prior written notice to Lessor. If Lessee shall fail to maintain said insurance, Lessor may, but shall not be required, procure and maintain the same at the expense of Lessee.

Lessor shall maintain in force during the term of this Lease a policy of insurance issued by a company authorized to engage in the insurance business against damage or destruction by fire and/or perils covered by the standard form of extended coverage endorsements to fire insurance policies in the State of Alaska in effect at the time the policies are obtained.

12. **WAIVER OF SUBROGATION.** Each of Lessee and Lessor waives any and all rights of recovery against the other or against the officers, employees, agent and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, for such loss or damages insured against under any insurance policy in force at the time of such loss or damage.

13. CARE OF PREMISES. Lessor shall make repairs to the premises unless damage is caused by the tenants negligence, and the Premises shall at all times be kept and used in accordance with the laws of the State of Alaska and in accordance with all directions, rules and regulations of the health office, fire marshal, building inspector or other proper officer of any pertinent and authorized public authority, at the sole cost and expense of Lessee; and Lessee will permit no waste, damage or injury to the Premises and at Lessee's own cost and expense, will keep all drainage pipes free and open and will protect water, heating and other pipes so they will not freeze or become clogged and will also repair all damages caused by leaks or by reason of Lessee's failure to protect and keep free, open and unfrozen any of the pipes and plumbing on the Premises.

14. USE. Lessee shall conduct and carry on in the Premises, continuously during each and every business day of the term hereof, the business for which the Premises are leased and shall not use the Premises for illegal purposes. Lessor will not lease space at 1751 East Gardner Way to any like-kind business.

15. LIENS AND INSOLVENCY. Lessee shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent or voluntarily or involuntarily bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, the Lessor may cancel this Lease, at Lessor's option.

16. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease nor sublet the whole or any part of the Premises to any person or entity, without prior written approval from the Lessor. Although assignment of the Lease will not be unreasonable withheld, it is clearly understood that Lessee will remain liable for the full term of the Lease. As used herein, the term "Assignment" includes, without limitation, transfers to a subsidiary or affiliated entity, the restructuring of a limited partnership, transfers of interest by or between individual partners if Lessee is a partnership, transfers of stock by stockholders if Lessee is a corporation, and any assignment in connection with any corporate merger or consolidation.

17. ACCESS. Lessee will allow Lessor or Lessor's agents free access by appointment to the Premises for the purpose of inspection or of making repairs, additions, or alterations to the Premises or any property owned by or under the control of Lessor, but this right shall not be construed as an agreement on the part of Lessor to make any repairs, all of such repairs to be made by Lessee as aforesaid. Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on the Premises for sixty (60) days prior to the expiration of this Lease.

18. POSSESSION. In the event of the inability of Lessor to deliver possession of the Premises or any portion thereof at the time of the commencement of the term of this Lease, neither Lessor nor Lessor's agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event Lessee shall not be liable for any rent until such time as Lessor can deliver possession. If Lessor shall deliver possession of the Premises to Lessee prior to the commencement date of this Lease, Lessee agrees to accept same at such time, and both Lessor and Lessee to be bound by all of the provisions and obligations hereunder during such prior period.

19. NOTICES. All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, to Lessor and Lessee at the addresses set forth below, or to such other respective addresses as may hereafter be designated by either party in writing. Notices mailed as aforesaid shall be deemed given on the date of such mailing.

The addresses are as follows:

LESSOR: CST Properties, LLC
P.O. Box 2954
Palmer, AK 99645

LESSEE: Alliance HealthCare Services, Inc.
4100 Lake Otis Parkway, Suite 102
Anchorage, AK 99508

20. SIGNS. Any signs placed on the Premises shall be of the same "Duranodic" color, similar in size, a different font will be acceptable and with the prior written approval of Lessor and shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the Premises caused thereby, and if not so removed by Lessee, the Lessor may have same removed at Lessee's expense.

21. ALTERATIONS. Lessee shall not make any alterations, additions, or improvements in the Premises without having obtained the written consent of Lessor, and all alterations, additions and improvements which shall be made at the sole cost and expense of Lessee and shall become the property of Lessor and shall remain in and be surrendered with the Premises as a part thereof at the termination of this Lease, without disturbance, molestation or injury. If Lessee shall perform work with the consent of Lessor as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the pertinent and authorized public authorities. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of said work. Qualified craftsmen shall perform all work in a professional manner, applicable to that particular trade. Any items that are tenant specific (i.e. MRI and associated equipment, cabinets, etc.) shall remain the property of Lessee.

22. DEFAULT AND RE-ENTRY. If any rents above reserved, or any part thereof, shall be and remain unpaid when the same shall become due or if Lessee shall violate or default in any of the covenants and agreements herein contained, then Lessor may cancel this Lease upon giving the notice required by law and re-enter the Premises; but, notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and re-letting of the Premises at a lesser rental than herein agreed to. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

23. COSTS AND ATTORNEY'S FEES. If by reason of any default on the part of Lessee it becomes necessary for Lessor to employ an attorney, or in case Lessor shall bring suit to recover any rent due hereunder or for breach of any provision of the Lease or to recover possession of the Premises, or if Lessor shall bring action for any relief against Lessee, declaratory or otherwise, arising out of this Lease, and Lessor shall prevail in such action, then

and in any of such events Lessee shall pay Lessor a reasonable attorney's fee and all costs and expenses expended or incurred by Lessor in connection with such default or action.

24. ACCEPTANCE OF PREMISES. Lessee hereby accepts the leased Premises "as is" on _____, 2015 and in their present condition and subject to all applicable zoning, municipal, borough, country and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this Lease subject thereto and all matters disclosed thereby and by any exhibits attached thereto. Lessee acknowledges that neither Lessor nor Lessor's agents have made any representations or warranty as the suitability of the Premises for the conduct of Lessee's business.

25. NON-WAIVER OF BREACH. The failure of any party to insist on strict performance of any covenant or condition hereof or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

26. REMOVAL OF PROPERTY. In the event of any entry in or taking possession of the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, including without limitation inventory, and may store the same in any place selected by Lessor, including but not limited to public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it as been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms hereof and the balance, if any, to be paid to Lessee. It is understood that any medical treatment equipment or confidential medical records are exempt from removal.

27. HEIRS AND SUCCESSORS. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon their heirs, legal representatives, successors and assigns or either of both of the parties hereto.

28. HOLDING OVER. If Lessee, with Lessor's written consent, remains in possession of the Premises or any part thereof after the expiration of the term hereof, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Lessee, but all options and rights of first refusal, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect during said month to month tenancy.

29. FIRE AND OTHER CASUALTY. In the event the Premises are damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Lessor to rebuild or repair the same; and after the happening of any such contingency, Lessee shall give Lessor or Lessor's agents immediate written notice thereof. Lessor shall have not more than thirty (30) days after the date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the Premises, or shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the Premises shall be abated in the same ration that that portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole of the Premises. If Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor or Lessor's agents. In the event the building in which the Premises hereby lease are located shall be destroyed or damaged by fire, earthquake or

other casualty (even though the Premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after destruction or damage.

30. CONDEMNATION. It is understood and agreed that if the whole or any part of the Premises shall be taken by exercise of the right to condemnation or eminent domain or by agreement between Lessor and those authorized to exercise such right (all of which shall hereafter be considered condemnation), then, upon the passing of title of the Premises or any part thereof to the condemner, this Lease, at the option of Lessor, shall become null and void and the term herein granted shall cease and terminate, anything herein to the contrary notwithstanding.

31. SURRENDER. Lessee agrees, on the last day of the term or earlier termination of this Lease, to surrender the Premises to Lessor in as good condition and repair as they are upon occupancy, except for the reasonable use, wear and tear thereof. A visual and written inspection list will be conducted with Lessor and Lessee on initial occupancy and upon termination of Lease.

32. SALE OF PREMISES BY LESSOR. In the event of any sale of the Premises by Lessor, Lessor shall be and hereby is entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties of their successors in interest or between the parties any such purchase, to have assumed and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease. The security deposit, if any, will be transferred to the new owner at closing.

33. FORUM SELECTION. This lease shall be construed in accordance with the laws of the State of Alaska. Should any legal proceeding be necessary under this Lease, the same shall be commenced in the Superior Court for the State of Alaska, Third Judicial District at Palmer, Alaska. Tenants agree specifically the venue and jurisdiction in that court is proper, and further agree to submit themselves to the jurisdiction of that court. Tenants shall not claim that said forum is an inconvenient forum.

34. ENTIRE AGREEMENT. This Lease sets for the entire understanding and agreement of Lessor and Lessee with respect to the Premises and the Lease thereof, and all prior understandings or agreements are merged herein. This Lease may be amended or modified only in writing signed by both parties.

35. JOINT AND SEVERAL LIABILITY. The parties to this Lease, including, if any, the subsequent corporation to be formed by the Lessee shall all be jointly and severally liable to the Lessor for the performance and other obligations required under the terms of this Lease.

36. RECORDING. Lessee shall not record this Lease without the prior written consent of Lessor. However, upon request of either party, both parties shall execute a memorandum or "short form" of the Lease for purposes of recordation in a form customarily used for such purposes. Said memorandum or short form of this lease shall describe the parties, the Premises and the Lease term, and shall incorporate this Lease by reference.

Lessor and Lessee have carefully read and reviewed this Lease and each term and provision contained herein and, by execution of this Lease, shows their informed and voluntary consent thereto. The parties hereby agree that, at the time this Lease is executed, the terms of this

Lease are commercially reasonable and effectuate the intent and purpose of Lessor and Lessee with respect to the Premises.

Executed on the ____ day of _____ Executed on the ____ day of _____

LESSOR:

LESSEE:

Martha L. Kincaid
Managing Member
CST Properties, LLC

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

This is to Certify, that on the ____ day of _____, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared **MARTHA L. KINCAID**, Managing Member of **CST Properties, LLC**, and known to me to be a member or designated agent of the Limited Liability Company that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Limited Liability Company, purposed therein mentioned, and on oath stated that she is authorized to execute this Lease and fact executed this Lease on behalf of the Limited Liability Company.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
)
THIRD JUDICIAL DISTRICT)

This is to Certify, that on the ____ day of _____, before me, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared _____, and known to me to be a official or designated agent of the **Alliance HealthCare Services Corporation** that executed the Commercial Lease Agreement and acknowledged the Lease to be the free and voluntary act and deed of the Corporation, purposed therein mentioned, and on oath stated that he/she is authorized to execute this Lease and fact executed this Lease on behalf of the Corporation.

NOTARY PUBLIC in and for Alaska
My Commission Expires: _____



GE Healthcare

Date: 07-31-2015
Quote #: PR12-C45128
Version #: 4

Alliance Imaging Inc
100 Bayview Cir Ste 400
Newport Beach CA 92660-2984

Attn: Mr. Brett Olson
100 Bayview Cir Ste 400 Newport Beach
CA 92660-2984

Customer Number : 1-24PJOG
Quotation Expiration Date: 09-30-2015

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.

By signing below, each party certifies that it has not made any handwritten modifications.

Governing Agreement:	None
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	\$571,600.68

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

- ☐ Cash/Third Party Loan
☐ GE HFS Lease
☐ GE HFS Loan
☐ Third Party Lease (please identify financing company)

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

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 HEALTHCARE

Arlene Siver

Signature

Account Executive

Email: Arlene.Siver@med.ge.com

Office: +1 978 618 3797

Mobile: 978-618-3797

Fax: 978-268-5164

07-31-2015

Date



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Total Quote Selling Price	\$571,600.68
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$571,600.68

To Accept this Quotation

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

Arlene Siver

Office: +1 978 618 3797

Mobile: 978-618-3797

Email: Arlene.Siver@med.ge.com

Fax: 978-268-5164

Payment Instructions

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

GE Healthcare

P.O. Box 96483

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



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1		GoldSeal Signa HDxT 1.5T 16ch	
1	S7505GC	<p>GoldSeal Signa HDxt 1.5T EchoSpeed 16-Channel Fixed Site MR system</p> <p>GoldSeal Signa HDxt 1.5T EchoSpeed 16-Channel Fixed Site MR system</p> <p>The Signa HDxt 1.5T EchoSpeed 16 Channel system is a high-performance, whole-body MR system that includes the</p> <ul style="list-style-type: none"> • CXK4 compact, actively-shielded magnet • Detachable patient table system • Actively-shielded, high-fidelity EchoSpeed gradients • 16-channel Hi-Definition data pipeline and XVre volume recon engine • HDxt workstation and user interface • HDxt ScanTools and HDxt ContinuumPak • Advanced Applications suites <p>Table System:</p> <p>The table system features a fully detachable patient table with automated vertical and longitudinal power drives for easy patient positioning. The table can be easily docked and undocked by a single operator. The table includes a self-storing, non-ferrous IV pole, table pad and positioning pads, safety rails and security straps.</p> <p>EchoSpeed Gradient Platform: The EchoSpeed gradient platform provides 33 mT/m amplitude and 120 mT/m/ms slew rate performance on each axis with high-fidelity drivers to deliver the accuracy, reproducibility and power needed to help ensure top quality results across all applications. The gradients are non resonant and shielded to minimize eddy currents and improve image quality. The gradient and body coil are integrated into a single, water-cooled unit to maximize performance, and this configuration includes a quadrature transmit/receive RF head coil.</p> <p>Hi-Definition Data Pipeline and XVRE Reconstruction:</p> <p>The Hi-Definition data pipeline employs 16 independent data channels linked to 16 analog-to-digital converters and a dual-density single blade Volume Reconstruction Engine. Designed to address the challenge of data intensive applications, the XVRE reconstruction engine provides 2700 2D FFTs per second with full FOV, 256x256 matrix.</p> <p>HDxt Workstation and User Interface The HDxt workstation uses dual AMD Opteron 250 (2.4 GHz) processors with the Linux operating system. The workstation includes a wide-screen, high-definition LCD monitor with high</p>	\$334,500.00



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		<p>resolution and contrast ratio. The computer components are housed in a single tower configuration, and the scan control keyboard is ergonomically designed with an intercom speaker, microphone, volume controls and emergency stop switch. This configuration also includes a modem or broadband connection that links the system to GEHC InSite Service Engineers enabling remote diagnostics and optimum system performance.</p> <p>The HDxt User Interface enhances productivity through single-screen prescription for most protocols and includes Secure Coil Connect, that reduces coil connection errors, ProtoCopy, that facilitates the development and rapid transfer of scan protocols, and Vector Gating for highly reliable ECG triggering.</p> <p>HDxt ScanTools, ContinuumPak and Applications Suites:</p> <p>The HDxt delivers a complete portfolio of clinical applications optimized for whole-body MR imaging - basic to advanced.</p> <p>HDxt ScanTools provide the core pulse sequences and analysis tools to enable a broad range of clinical imaging capability.</p> <p>2D Spin Echo and 2D/3D Fast Spin Echo are versatile imaging sequences that use RF-refocusing. FSE sequences speed scanning and optimize imaging in 2D and 3D modes with increased slice coverage and minimal edge blurring. Inversion recovery techniques enable rapid fluid suppressed T1 FLAIR and T2 FLAIR imaging with enhanced gray and white matter contrast.</p> <p>2D/3D Gradient Echo and 2D/3D Fast Gradient</p> <p>Echo use short TR/TE, variable flip angles and gradient refocusing to reduce scan time in 2D and 3D imaging modes. GRE sequences encompass multiple techniques to enable the optimization of contrast, fluid sensitive imaging, fat/water in-phase and out-of-phase imaging, and fat suppression.</p> <p>Time-of-Flight is a family of GRE/SPGR sequences optimized to exploit flow related enhancement in 2D, 3D and gated imaging modes.</p> <p>Phase Contrast is a family of GRE sequences optimized to exploit flow related enhancement in 2D, 3D and Cine imaging modes. PC also uses velocity encoding pulses to capture signal from flowing blood or CSF for velocity and directional flow information.</p> <p>Echo Planar enables ultra-fast imaging using SE or GRE sequences. EPI sequences Encompass multiple techniques that enable optimized imaging in 2D and 3D modes as well as single-shot and multi-shot modes and Inversion</p>	



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		recovery techniques.	
		FuncTool enables advanced processing for a broad range of MR applications. The suite of algorithms includes ADC and eADC mapping for diffusion imaging and correlation coefficients for functional brain imaging. For contrast enhanced imaging, the suite provides negative and positive enhancement integrals, signal enhancement ratio, maximum slope increase, maximum difference function and difference function.	
		Multi-planar Volume Reformat enables the manipulation of 3D volumetric MR data sets. The reformat tool generates alternative viewing planes and volume thickness allowing the user to scan one but get multiple views.	
		Interactive Vascular Imaging enables the removal of the background from MRA images. The IVI tool is embedded in MPVR and enables the generation of maximum or minimum intensity projections in multiple viewing planes to enhance MRA imaging.	
		ClariView uses adaptive filter algorithms to reduce noise and sharpen edges. The filter tool enables different levels of noise reduction and edge sharpening to enhance image display.	
		The HDxt ContinuumPak provides new features and platform enhancements that affect workflow, ASSET reconstruction and applications capability.	
		Workflow and ASSET Enhancements	
		<ul style="list-style-type: none">• Auto-Voice allows the user to adjust playback speed to accurately match scan intervals.• Auto-Transfer allows the user to specify select series for transfer and eliminate the transfer of non-essential series.• HIS/RIS automatically updates patient information with Access or Patient ID.• Graphic Prescription enables copy shim volumes, save localizer images, and reverse slice prescription with a single click.• Auto-Contrast Inherit copies the contrast designation to all subsequence series in a prescription.• ASSET has been optimized to reduce reconstruction time for applications that use ASSET parallel imaging acceleration.	
		3D Dual Echo enables high-resolution, volumetric in-phase and out-of-phase liver imaging in a single breath hold. The 3D volumetric data set can be reformatted into multiple planes and the single breath hold ensure slice registration across the two contrasts.	





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		<p>BrainSTAT post-processing automatically Generates parametric maps for Neuro Blood Flow, Blood Volume, Mean Transit Time, and Time to Peak signal intensity. A Gamma Variant fitting algorithm is used to automatically estimate the arterial input function and then calculate the values for the four parametric maps. The maps may be saved in DICOM format and fused with high-resolution anatomic datasets for improved visualization of tissue and anatomy.</p> <p>The HDxt Advanced Applications Suites include the Advanced Neuro Suite, Advanced Body & MSK Suite, and Advanced Vascular & Cardiac Suite. These specialized Clinical applications suites are powered by The GE signature applications PROPELLER, LAVA, and TRICKS designed to Make exams easier to perform.</p> <p>The Advanced Neuro Suite applications are designed to deliver motion insensitive imaging, accelerated imaging, enhanced high-resolution imaging, and/or enhanced image contrast properties.</p> <p>PROPELLER uses an alternative data acquisition technique with a low sensitivity to motion artifacts and high contrast-to-noise properties. T2 FSE and T2 FLAIR PROPELLER generate motion insensitive scans without a time penalty while providing substantial increases in CNR. DWI PROPELLER reduces the susceptibility artifacts that challenge traditional EPI-based DWI.</p> <p>EchoPlus enables diffusion-weighted imaging. EchoPlus uses motion sensing gradient pulses in three directions to generate isotropic diffusion-weighted images in conjunction with T2 FLAIR images. B value selection ranges from 0 to 7000 s/mm² providing the flexibility to balance diffusion sensitivity and background suppression. EchoPlus is compatible with ASSET and images are processed in FuncTool.</p> <p>Diffusion Tensor expands the motion sensing capability of diffusion imaging up to 150 directions to create contrast based on the degree of diffusion anisotropy in cerebral tissues such as white matter. On the operator console FuncTool DTI provides algorithms to generate Fractional Anisotropy FA maps and Volume Ratio Anisotropy VRA maps.</p> <p>FiberTrak expands the capability of FuncTool DTI to enable the generation of 2D color orientation maps, 2D eigenvector maps, and 3D tractography maps using Diffusion Tensor image data. This version loads on the operator console.</p> <p>3D BRAVO is a 3D GRE sequence that uses an IR-prep pulse and parallel acceleration to deliver T1W isotropic, whole-brain coverage.</p>	



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		<p>3D FIESTA and 3D FIESTA-C are 3D sequences with high fluid sensitivity that enable high resolution of small intracranial structures and joints.</p> <p>ASSET is an acceleration technique that uses the geometry of multi-element coils to speed image data collection. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET benefits Neuro imaging by enhancing spatial resolution, reducing scan time and reducing susceptibility artifacts on diffusion imaging.</p> <p>HDxt Advanced Body & MSK Suite applications are designed to deliver accelerated imaging, enhanced high resolution imaging, and/or enhanced image contrast properties. Overall this suite provides a broad range of tools that enable snapshot, breath-held, respiratory gated and respiratory compensated body and organ system imaging.</p> <p>3D LAVA is designed for multi-phase whole-liver imaging and combines 3D SPGR and ASSET (up to 3X) to deliver reduced scan time and extended coverage without compromising in-plane resolution. LAVA also uses an optimized inversion pulse and a view ordering technique that yields enhanced image contrast and robust, uniform fat suppression.</p> <p>3D LAVA-XV with ARC combines LAVA with ARC acceleration to extend coverage and/or the resolution performance of LAVA multi-phase imaging. ARC uses a data-driven acceleration technique to enhance image quality.</p> <p>DynaPlan enables the easy set-up and optimization of multi-phase organ exams, and includes the ability to link Auto-Voice instructions with the protocol.</p> <p>3D eMRCP is an FSE technique optimized for rapid T2W imaging of the biliary tree. 3D eMRCP uses an optimized echo train, partial filling and optional burst mode to enable rapid high-resolution in either breath-hold or gated modes.</p> <p>2D FS FIESTA combines 2D steady state imaging with fat saturation for fluid-sensitive, fat-suppressed body imaging with ultra-short acquisition times.</p> <p>2D MERGE is designed to image the C- spine. MERGE acquires and sums multiple gradient-echoes at various echo-times to deliver optimized gray white matter contrast within the cervical cord.</p> <p>3D COSMIC is designed to image the C- spine. COSMIC uses a "pre" steady-state imaging technique to deliver optimized visualization of soft tissue structures adjacent to bony structures such as the nerve roots or intervertebral discs.</p>	



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		<p>Cartigram is a non-invasive T2 mapping package that provides high-resolution maps of the T2 values in cartilage and other tissues. The imaging results are color coded to highlight those structures with increased water-content yielding elevated T2 values.</p> <p>ASSET is an acceleration technique that uses the geometry of multi-element coils to speed image data collection. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET benefits body imaging by enhancing spatial resolution and reducing scan times.</p> <p>HDxt Vascular and Cardiac Suite applications are designed to deliver accelerated imaging, enhanced high-resolution imaging, and/or enhanced image contrast properties. Overall this suite provides a broad range of MRA timing tools and enables cardiac and coronary morphology and functional assessment.</p> <p>3D TRICKS utilizes a hybrid acceleration technique to deliver high temporal resolution without sacrificing spatial resolution and without the need for timing for vascular time course imaging. As a result, TRICKS delivers optimized arterial, venous and equilibrium phases even in circumstances where there may be delayed flow or different flow patterns. In addition, TRICKS provides the choice of subtracted, un-subtracted or both types of reconstruction from a single image set.</p> <p>FTMRA (Fluoro-Trigger MRA) enables real-time monitoring and manual triggering for vascular time-course imaging. FTMRA allows the user to view real time images of the area of interest and then manually trigger data acquisition at the optimum time. The switch over takes less than one second.</p> <p>SmartPrep and SmartStep enable automated bolus detection and automated bolus chasing for time-course vascular imaging. SmartPrep uses a special tracking pulse to monitor MR signal intensity changes. Data acquisition is automatically triggered when the threshold signal intensity is reached. SmartStep adds automated table stepping for multi-station exams that integrates scout series, graphic prescription, prescan, bolus detection, table motion and coil switching. The SmartPrep suite is compatible with elliptic-centric encoding and ZIP reconstruction for optimum image quality.</p> <p>2D FIESTA is a steady-state technique that yields high contrast between the blood and myocardium even in the presence of turbulent flow. 2D FIESTA is designed for multi-slice, multi-phase functional cardiac imaging.</p> <p>Double-Triple IR-FSE combines inversion recovery suppression and</p>	



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		<p>chemical fat saturation for black-blood and morphological cardiac imaging. The IR pulse is optimized to suppress blood flow artifact and can be used alone or in conjunction with chemical fat saturation to reduce competing signal from fatty tissues surrounding the heart and coronary arteries.</p> <p>3D FS FIESTA combines volumetric acquisition and fat saturation for high resolution, high-contrast coronary artery imaging with ultra-short breath-hold times. 3D FS FIESTA can also be used in conjunction with a 3D Navigator pulse may eliminate the need for breath holding.</p> <p>iDrivePro and iDrivePro Plus provide real-time interactive MR imaging that makes it easier to optimize and streamline scan prescription. The iDrive tool uses the 2D FGRE/FSPGR sequence and allows the user to change on-the-fly geometric and image contrast scan parameters. Results can be evaluated immediately and bookmarked or saved. Scan locations can also be easily exported to pre-programmed protocols. iDrivePro Plus enables accelerated frame rates needed for cardiac imaging.</p> <p>ASSET is an acceleration technique that uses the geometry of multi-element coils to speed image data collection. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET benefits body imaging by enhancing spatial resolution and reducing scan times.</p> <p>The HDxt ConnectPro Package is designed to significantly improve productivity, reduce manual transcript errors, and synchronize scan options. ConnectPro enables the 3.0 DICOM worklist server class for the MR system that makes it possible to query a DICOM compatible HIS/RIS by name, modality, or schedule date and download patient demographics directly to scanner. The ConnectPro package also includes Performed Procedure Step that automatically notifies the HIS/RIS and PACS systems of procedure status. Separate gateway hardware may be required to connect non-DICOM compatible HIS/RIS systems.</p> <p>This configuration of Signa HDxt 1.5T is designed for installation into a fixed site and includes a complete fixed site hardware kit, magnet compressor and 4kW gradient air-cooled chiller. A main disconnect panel or a 10kW cold-head chiller are available as options. Rigging for system installation is the responsibility of the Customer.</p> <p>Since Gold Seal Pre-owned Equipment may be offered simultaneously to several customers, its' sale to you is subject to availability and subject to prior sale at the time you offer to purchase it.</p>	



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Qty	Catalog No.	Description	Ext Sell Price
1	L3335CG	<p>GoldSeal Signa 1.5T EchoSpeed 16-Channel Fixed Magnet</p> <p>GoldSeal Signa 1.5T EchoSpeed 16-Channel Fixed Magnet</p> <p>With its contoured system enclosures, the compact 1.5T Signa superconducting magnet offers excellent homogeneity; and it includes 18 GE-designed superconducting shim coils to further improve homogeneity, particularly for fat saturation with large or off-center fields of view. The magnet's active shielding minimizes the stray ambient magnetic field to increase safety and minimize interference with equipment operation.</p> <p>The combination of a wide, 60-cm-diameter bore and patient table assembly that rests close to bore bottom creates ample room. K4 cooling technology prevents helium boil-off while making refills an extremely rare occurrence.</p> <p>The Gradient Module installed within the magnet bore consists of three gradient coils and the quadrature transmit/receive body RF coil. Each gradient coil is designed to change magnetic-field strength linearly with increasing distance from the center of the magnet by as much as 33 mT/m.</p> <p>Price Includes:</p> <ul style="list-style-type: none">• Delivery <p>Price does not include:</p> <ul style="list-style-type: none">• Rigging• Cold Head Chiller.• Main Disconnect Panel <p>Warranty Includes Magnet Coverage and Cryogens</p>	\$75,262.50
1	M1060MA	<p>Vibroacoustic Damping Kit</p> <p>Vibroacoustic Dampening Kit</p> <p>Material in the Vibroacoustic Dampening Kit can significantly attenuate the transmission of gradient-generated acoustic noise through the building structure to nearby areas, including adjacent rooms and floors above or below the MR suite. If this kit is applied during the installation of a new magnet, no additional service charges are necessary. However, installation of the Vibroacoustic Dampening kit under an existing magnet requires special steps. The steps to prepare the site and steps to install, such as modifications to the RF screen room, and other magnet rigging, modifications to the RF screen room, and other finishing work, are not covered in the pricing.</p>	\$4,917.15



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Qty	Catalog No.	Description	Ext Sell Price
1	M1060JW	Magnet Shield Cooler Compressor - Water Cooled 400V Magnet Shield Cooler Compressor - Water Cooled Compressor designed for CXK4 magnet subsystems for 0.7T or 1.5T and compatible with fixed, relocatable and mobile magnet configurations. Compressor is water cooled and all water cooling systems must be a closed loop design to eliminate the possibility of magnetic contaminants entering into the system.	Incl.
1	M3088TL	10kW Indoor/Outdoor Air-Cooled Chiller 10 kW Indoor/Outdoor Air-Cooled Chiller for TwinSpeed This chiller is mandatory for all MR systems with the TwinSpeed gradient coil (1.5T or 3.0T) at sites without a source of chilled water. It is also an option for cooling the coldhead on a 1.5T LCC magnet or 3.0T short-bore magnet, regardless of the type of gradients. Cooling of both the coldhead and the gradients requires two separate chillers. The air-cooled chiller consists of a refrigeration unit, coolant reservoir and pump contained within an enclosure that allows the unit to be operated indoors or outdoors. There is a remote panel that can stop or restart the chiller as well as display water temperatures. This remote panel can be placed in the equipment room to provide complete and convenient control over a chiller installed outdoors. Operates at either 50Hz or 60Hz	\$7,191.75
1	M3335NJ	Signa 1.5T EchoSpeed Phased Array 16-Channel Cables (Config A) Signa 1.5T EchoSpeed Phased Array 16-Channel Cables (Config A) This is a required collection of high performance phased-array cables specifically engineered for the Fixed Site 1.5T Signa EchoSpeed MR system.	Incl.
1	M3340DA	HDxt Language Collector in English Language Collector in English This collector contains a keyboard kit and a warning sign kit in English.	\$1,003.50
1	M3088TM	Main Disconnect Panel Main Disconnect Panel Electrical storms and power losses are no problem when this disconnect panel is in place. It safeguards your MR system's critical electrical components, by providing complete power distribution and emergency-off control.	\$8,462.85



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1	M3335CA	Calibration Kit Phantom Holder Cart Calibration Kit Phantom Holder Cart	\$1,003.50
1	M3335CB	1.5T Calibration Phantom Kit 1.5T Calibration Phantom Kit This 1.5T calibration kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and the associated loader shells.	\$2,341.50
1	M3335EW	1.5T Unified Coil Phantom Kit 1.5T Unified Coil Phantom Kit Set of phantoms for the 1.5T system that is used on various surface coils to conduct quality assurance testing.	\$1,003.50
1	M1000MW	Operator's Console Table Operator's Console Table Wide table designed specifically for the color LCD monitor and keyboard.	\$852.98
1	M3335LZ	1.5T 8-Channel Brain Array - Invivo 1.5T 8-Channel Brain Array - Invivo The Brain Array is designed for high-definition MR imaging of the brain. This 8-element quadrature phased array provides 24 cm of coverage, facilitating both anatomical and vascular imaging of the brain. The coil is optimized for use with ASSET acceleration for enhanced neuro imaging.	\$13,045.50
1	M3335TC	1.5T 8-Channel CTL Array - HD Connector - GE Coils 1.5T 8-Channel CTL Array - GE Coils This 12-element, multi-station CTL array delivers high SNR and spatial resolution for entire spine, soft-tissue neck, and carotid studies. This 8-channel array is designed to conform to the spine's normal curvature and includes a patient comfort pad and restraint. Its extensive coverage - 75 cm in the S/I direction - accommodates imaging of the entire spine. The coil's unique split-top design extends its clinical flexibility. Its removable top facilitates routine neck imaging, capturing both the cervical spine and anterior neck. Coil markers make accurate positioning at imaging isocenter surprisingly quick and easy.	\$14,885.25



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1	M3335MC	1.5T 8-Channel Body Array - GE Coils 1.5T 8-Channel Body Array - GE Coils The 8-Channel Body Array is designed for high definition MR imaging of the chest, abdomen and pelvis. This 12-element, quadrature phased-array coil provides extensive coverage, enabling multi-station anatomical and vascular imaging of the chest-abdomen or abdomen-pelvis without repositioning the coil. The array is optimized for use with ASSET acceleration for enhanced breath-hold imaging procedures.	\$18,397.50
1	M1085GF	1.5T General Purpose Flex Coil 1.5T General Purpose Flex Coil This coil can be used to optimize imaging of irregular anatomy such as the neck, shoulder, elbow, brachial plexus, hip, thigh, knee, ankle, and foot, and to facilitate dynamic joint imaging. Its generous sensitive volume helps ensure uniform signal intensity, and therefore superior soft-tissue imaging throughout the area of interest.	\$3,010.50
1	E9200AG	MR Premium Tempurpedic Positioning Pads, 1 Chair, Narrow and Wide Straps MR Premium Tempurpedic Positioning Pads, 1 chair, Narrow and Wide Straps	\$3,999.20
1	E8823M	Magnacoustics Genesis Ultra Music System for MR Magnacoustics Genesis ULTRA Communication & Music System The Magnacoustics Genesis ULTRA is the only MRI Communication & Music System to interface directly with GE's MRI hardware and software. This allows software driven Auto Voice Commands from GE's computer to be delivered directly into the patient's ears for breath-hold sequences. This same interface allows the Technologist to talk directly to the patient through the console Mic even while the scan is in progress. The Genesis ULTRA also features an exclusive Patient Ready Signal. By simply depressing a small button on the handheld control an audible and visual signal is transmitted to the Technologist indicating the patient's readiness for the scan to begin. This simple step streamlines the breath-hold exam which amounts to approximately 30% of all exams. Patient Handheld Volume and Media Selection Controls with Voice Feedback interface with an FM/AM stereo, CD player, and iPod interface. This distracts even the most apprehensive of your patients by allowing them to be in control of their own environment. Additionally, the Auto Gain feature automatically raises and lowers the	\$11,400.00

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		<p>volume level for the patient based on the Sound Pressure Level of the MRI. Magnacoustics also provides the only patented 8-driver transducer that provides the highest sound directly to the patients ears with the MagnaLink Headset System. This patented system includes a stethoscope-style headset with the MagnaPlug (replaceable earplug) that provides 29dB of attenuation and complies with GE Healthcare MR Safety Guide Operator Manual.</p> <p>The Genesis ULTRA's See-In-the-Dark GUI Electroluminescent Backlit Technologist Control Unit enhances operation in the normally low-lit MRI environment allowing the Technologist to operate the entire system with the touch of a button.</p> <p>The Genesis ULTRA includes an integral interface for fMRI with built-in input for audio stimulation and output for responses...E</p>	
1	W0100MR	<p>7 Day MR TiP Onsite System Training</p> <p>7 Day MR TiP Onsite System Training</p> <p>MR Onsite Training for a new MR system</p> <ul style="list-style-type: none"> One 4 day onsite visit to coincide with system start-up. One 3 day onsite follow-up visit 6-8 weeks post system start up. <p>During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 MR technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures.</p> <p>The 3 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 MR technologists from the initial visit complete the session with a modified patient schedule.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$15,800.00
1		Signa HDxt 1.5T IB Options	
1	M3335EW	1.5T Unified Coil Phantom Kit	\$1,003.50



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1.5T Unified Coil Phantom Kit

Set of phantoms for the 1.5T system that is used on various surface coils to conduct quality assurance testing.

1	S7505EC	1.5T MSK 8-Channel 4-Pak	\$53,520.00
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1.5T MSK 8-Channel 4-Pak

The 1.5T MSK 8-Channel 4-Pak includes the following:

- 8-channel Shoulder Array
- 8-channel T/R Knee Array
- 8-channel Foot and Ankle Array
- 8-channel Wrist Array

The 1.5T 8-channel Shoulder Array has excellent lateral coverage and improved SNR over the lower channel count designs. The semi flexible coil was designed to improve patient comfort with the goal of minimizing motion during the exam.

The 1.5T T/R Knee Array is designed for high definition MR imaging of the knee. This array uses unique hybrid technology using separate birdcage coils for transmit and receive functions. Designed uniquely for GE, the 8-element receive coil delivers 30% to 100% more SNR than the standard extremity coil. The array is compatible with PURE for uniform signal intensity and ASSET for accelerated imaging speed.

The 1.5T compatible foot/ankle coil produces high-resolution images of the foot and ankle by incorporating an 8-channel phased array design in a unique "ski" boot design. The unique coil design has excellent distal coverage and supports multiple foot positions for optimizing studies. Parallel imaging is supported to reduce acquisition times.

The 8-Channel Wrist Array generates high definition MR wrist images. The one-piece, ovoid hinged design is optimal for small-FOV imaging and provides 12-cm S/I coverage. The coil can be positioned overhead or at the patient's side, vertically or horizontally. The coil is optimized for ASSET imaging to improve acquisition times.

Quote Summary:

Total Extended Selling Price:	\$571,600.68
Total Quote Net Selling Price	\$571,600.68

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

15/17



GE Healthcare

Date:
Quote #:
Version #:

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Qty	Catalog No.	Description	Ext Sell Price
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In allowance, if applicable.)



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Date:
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Options

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

Qty	Catalog No.	Description	Ext Sell Price	
1	M3335M	1.5T 8-Channel Neurovascular Array - Invivo 1.5T 8-Channel Neurovascular Array - Invivo The 8-Channel Neurovascular Array enables combined head-and-neck imaging without the need for patient repositioning. The coil is optimized for ASSET parallel imaging in a wide range of soft-tissue neck, skull-base and brain studies. Its head portion generates high-SNR brain images with uniform coverage. For vascular imaging, the coil delivers coverage from the aortic arch to the circle of Willis. And it is excellent for a wide range of additional applications, including imaging of the cervical spine, as well as soft-tissue neck and carotid applications. The coil's removable top has multiple openings and an adjustable mirror to reduce claustrophobia and facilitate patient positioning.	\$21,330.00	X_____

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



General Terms and Conditions

GE Healthcare

These GE Healthcare General Terms and Conditions supplement and incorporate by reference the GE Healthcare Quotation that identifies the Product and/or Service offering purchased or licensed by Customer and the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (i) Warranty(ies); (ii) Additional Terms and Conditions or Statement of Service Deliverables and Product Schedule; and (iii) Product or Service Terms and Conditions, (collectively, referred to as the "Agreement").

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

1. General Terms.

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare's (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare) or as is required by the U.S. Federal government in its capacity as a customer. The receiving party shall have no obligation with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure. GE Healthcare understands that Customer may be subject to State Open Records laws. Customer shall not be prohibited from complying with such Open Records laws if required to do so; however, Customer shall (a) promptly notify GE Healthcare in writing of any such Open Records laws requests, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such Open Records laws.

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

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

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agrees, in writing, to be bound by the terms of this Agreement, including the payment of any existing or outstanding fees and invoices. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be terminable in the event of any Customer stock or asset sale, merger, acquisition or change in control, unless otherwise expressly agreed to in writing by GE Healthcare. GE Healthcare may hire subcontractors to perform work under this Agreement (including, but not limited to, work that involves access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI")), provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

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

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

1.7. Entire Agreement and Waiver of Reliance. This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. The parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing and signed by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless

agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products and/or Services, shall constitute an agreement by either party to any such terms. The parties agree that any provision in this Agreement in 'all caps' type satisfies any requirements at law or in equity that provisions be conspicuously marked.

2. Compliance.

2.1. Generally. Each party will comply with the requirements of Federal and State laws and regulations that are applicable to such party. This Agreement is subject to GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Customer shall not use or permit the Product to be used or operated by any person who does not have sufficient knowledge to competently perform the required task and who is not fully trained on the operation of the Product. Customer is solely responsible for ensuring that Customer and its employees, licensed and unlicensed healthcare staff, representatives, agents and/or contractors who operate, maintain and/or have access to the Products and/or Services, excluding GE Healthcare employees, representatives, agents and/or contractors ("Customer Personnel") are properly trained and fully competent on the operation of the Product. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

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

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

2.4. Environmental Health and Safety. GE Healthcare shall have no obligation to provide Products and/or perform Services until Customer (i) provides and maintains a suitable, safe and hazard-free location and environment for the GE Healthcare Products and personnel performing Services in material compliance with all applicable Federal, State, and local requirements, as well as any written requirements provided by GE Healthcare; (ii) performs GE Healthcare recommended routine maintenance and operator adjustments on the Product; and (iii) ensures that any service not provided by GE Healthcare is performed, and GE Healthcare Products are used, in accordance with applicable user documentation.

Customer shall provide written information to GE Healthcare personnel who will be present on Customer's site about Customer's safety procedures and practices as well as a list of any hazardous materials, such as asbestos, lead or mercury, on or near Customer's site that GE Healthcare personnel may come in contact with and any associated Safety Data Sheets. Customer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials. GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service and/or installation-related waste, unless GE Healthcare is legally required to take back the materials (e.g., batteries, WEEE, packaging).

2.5. Parts Not Supplied By GE Healthcare. GE Healthcare recommends the use of parts that it has (i) validated through configuration and (ii) received from authorized suppliers. GE Healthcare is not responsible for the quality of parts supplied by third parties to Customer. GE Healthcare cannot assure Product functionality or performance when non-GE Healthcare parts are used on the Product.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training offerings and terms. Customer agrees that completion of GE Healthcare's training offerings does not guarantee that Customer and Customer Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty to ensure that Customer and Customer Personnel are properly trained on and fully qualified in the use and operation of the Product. Unless otherwise stated in the training catalog description, training must be completed by Customer within twelve (12) months after (i) the date of Product delivery for training purchased with Products; (ii) the start date for Services for training purchased with Services; or (iii) the date Customer purchases training if such training is not purchased with Products and/or Services. If training is not completed within the applicable time period due to no fault of GE Healthcare, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and/or diagnostic decisions are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for the clinical and medical treatment and/or diagnostic decisions made by Customer and Customer Personnel.

2.8. Use of Data.

(a) Protected Health Information. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

(b) Other Information. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use such information to provide, develop or improve GE Healthcare's products or services.

2.9. Compliance with Customer Policies. GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and do not materially contradict GE Healthcare policies, provided that Customer furnishes to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect Customer policies constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform its obligations under this Agreement.

2.10. Insurance. GE Healthcare shall maintain insurance coverage in accordance with its standard certificate of insurance, a copy of which is available upon Customer's request.

2.11. Excluded Provider. GE Healthcare represents that, to its knowledge, neither it nor its employees performing services under this Agreement have been excluded from participation in any Federal Healthcare Program. In the event an employee performing services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

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

3.1. Waiver of Jury Trial. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES, OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.4. IP Indemnification. GE HEALTHCARE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES INTELLECTUAL PROPERTY RIGHTS ARISING FROM CUSTOMER'S USE OF GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION (COLLECTIVELY, "INFRINGING PRODUCT") IN ACCORDANCE WITH THEIR SPECIFICATIONS AND WITHIN THE LICENSE SCOPE GRANTED IN THIS AGREEMENT. IF ANY SUCH CLAIM MATERIALLY INTERFERES WITH CUSTOMER'S USE OF SUCH EQUIPMENT AND/OR SOFTWARE, GE HEALTHCARE SHALL, AT ITS OPTION: (I) SUBSTITUTE FUNCTIONALLY EQUIVALENT NON-INFRINGING PRODUCTS; (II) MODIFY THE INFRINGING PRODUCT SO THAT IT NO LONGER INFRINGES BUT REMAINS FUNCTIONALLY EQUIVALENT; (III) OBTAIN FOR CUSTOMER AT GE HEALTHCARE'S EXPENSE THE RIGHT TO CONTINUE TO USE THE INFRINGING PRODUCT; OR (IV) IF THE FOREGOING ARE NOT COMMERCIALY REASONABLE, REFUND TO CUSTOMER THE PURCHASE PRICE, AS DEPRECIATED (BASED ON FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION), FOR THE INFRINGING PRODUCT. ANY SUCH CLAIMS ARISING FROM CUSTOMER'S USE OF SUCH INFRINGING PRODUCT AFTER GE HEALTHCARE HAS NOTIFIED CUSTOMER TO DISCONTINUE USE OF SUCH INFRINGING PRODUCT AND OFFERED ONE OF THE REMEDIES SET FORTH IN CLAUSES (I) THROUGH (IV) ABOVE ARE THE SOLE RESPONSIBILITY OF CUSTOMER. THIS SECTION REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND GE HEALTHCARE'S SOLE AND EXCLUSIVE LIABILITY) REGARDING ANY INFRINGEMENT CLAIM ASSOCIATED WITH SUCH INFRINGING PRODUCT. THE ABOVE INDEMNIFICATION OBLIGATION IS CONDITIONAL UPON CUSTOMER PROVIDING GE HEALTHCARE PROMPT WRITTEN NOTICE OF THE INFRINGEMENT CLAIM AFTER RECEIVING NOTICE OF SUCH CLAIM, ALLOWING GE HEALTHCARE TO CONTROL THE DEFENSE OF SUCH CLAIM, AND REASONABLY COOPERATING WITH GE HEALTHCARE IN SUCH DEFENSE. GE HEALTHCARE'S RIGHT TO CONTROL THE DEFENSE AND DISPOSITION OF THE INFRINGEMENT CLAIM SHALL INCLUDE THE RIGHT TO SELECT COUNSEL TO REPRESENT CUSTOMER AT GE HEALTHCARE'S EXPENSE; PROVIDED, HOWEVER, THAT CUSTOMER MAY RETAIN ADDITIONAL COUNSEL AT CUSTOMER'S EXPENSE. ANY EXPENSES, INCLUDING LEGAL FEES AND COSTS, INCURRED BY CUSTOMER PRIOR TO TENDERING CONTROL OF THE DEFENSE TO GE HEALTHCARE SHALL NOT BE REIMBURSABLE BY GE HEALTHCARE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, GE HEALTHCARE SHALL NOT HAVE ANY OBLIGATION TO CUSTOMER HEREUNDER FOR INFRINGEMENT CLAIMS BASED ON OR RESULTING FROM: (A) USE OF SUCH INFRINGING PRODUCT IN COMBINATION WITH ANY COMPUTER SOFTWARE, TOOLS, HARDWARE, EQUIPMENT, MATERIALS, OR SERVICES, NOT FURNISHED OR AUTHORIZED IN WRITING FOR USE BY GE HEALTHCARE; (B) USE OF SUCH INFRINGING PRODUCT IN A MANNER OR ENVIRONMENT OR FOR ANY PURPOSE FOR WHICH GE HEALTHCARE DID NOT DESIGN OR LICENSE IT, OR IN VIOLATION OF GE HEALTHCARE'S USE INSTRUCTIONS; OR (C) ANY MODIFICATION OF SUCH INFRINGING PRODUCT BY CUSTOMER OR ANY THIRD PARTY. GE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE OR SETTLEMENT OR

CLAIM MADE BY CUSTOMER WITHOUT GE HEALTHCARE'S WRITTEN CONSENT. THIS INDEMNIFICATION OBLIGATION IS EXPRESSLY LIMITED TO THE GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION.

3.5. General Indemnification. GE HEALTHCARE AGREES TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY THIRD PARTY DAMAGES CUSTOMER BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY A MANUFACTURING DEFECT, DESIGN DEFECT, NEGLIGENCE FAILURE TO WARN, NEGLIGENCE INSTALLATION, OR NEGLIGENCE SERVICE WITH RESPECT TO PRODUCTS DESIGNED AND MANUFACTURED BY GE HEALTHCARE AND SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. GE HEALTHCARE SHALL HAVE NO OBLIGATION TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY DAMAGES CAUSED BY (I) CUSTOMER'S FAULT OR ANY LEGAL EXPENSES INCURRED BY CUSTOMER IN DEFENDING ITSELF AGAINST SUITS SEEKING DAMAGES CAUSED BY CUSTOMER'S FAULT AND/OR (II) ANY MODIFICATION, CHANGES AND/OR ALTERATIONS TO THE GE HEALTHCARE PRODUCT BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED OR APPROVED IN WRITING BY GE HEALTHCARE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY AND HOLD GE HEALTHCARE HARMLESS FROM ANY THIRD PARTY DAMAGES THAT GE HEALTHCARE BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY CUSTOMER'S AND/OR CUSTOMER PERSONNEL (I) MEDICAL DIAGNOSIS OR TREATMENT DECISIONS; (II) MISUSE OR NEGLIGENCE USE OF THE PRODUCT; AND/OR (III) USE OF THE PRODUCT IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH GE HEALTHCARE DID NOT DESIGN IT, OR IN VIOLATION OF GE HEALTHCARE'S RECOMMENDATIONS OR INSTRUCTIONS ON USE.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.5 ARE CONDITIONAL UPON THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY PROMPT WRITTEN NOTICE OF THE THIRD-PARTY CLAIM AFTER RECEIPT OF NOTICE OF SUCH CLAIM, ALLOWING THE INDEMNIFYING PARTY TO CONTROL THE DEFENSE AND DISPOSITION OF SUCH CLAIM, AND REASONABLY COOPERATING WITH THE INDEMNIFYING PARTY IN THE DEFENSE. THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE INDEMNIFIED PARTY OR ITS AGENTS WITHOUT THE INDEMNIFYING PARTY'S CONSENT.

4. Payment and Finance.

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

4.2. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under the GE Healthcare agreement at issue or suspend the provision of support and maintenance or licenses for the Product(s) licensed or sold under that agreement until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits and/or unapplied cash that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, Customer shall notify GE Healthcare in writing of such dispute within twenty (20) days of the invoice date and shall work with GE Healthcare in good faith to promptly resolve such dispute. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid in full on receipt.

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

5. Loaner Systems. If GE Healthcare provides a loaner system ("Loaner") to Customer pursuant to the terms of this Agreement, such Loaner shall be subject to the following provisions: (i) the Loaner shall be for Customer's temporary use, and Customer agrees to keep the Loaner at the location identified in the Quotation, and shall not move the Loaner to another location without GE Healthcare's prior written consent; (ii) Customer agrees to return the Loaner to GE Healthcare on or before the date on which GE Healthcare returns Customer's Product to Customer, and if Customer does not return the Loaner within such time period, GE Healthcare may repossess the Loaner with ten (10) days prior written notice or invoice Customer for the full list price of the Loaner; (iii) the Loaner, and all programs, information, data, business information, or other information pertaining to such Loaner shall remain GE Healthcare property; (iv) title remains with GE Healthcare, but risk of loss passes to Customer upon delivery of the Loaner; (v) Customer agrees to maintain the Loaner in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition, normal wear and tear excepted; (vi) Customer will not repair, or permit others to repair, the Loaner without the prior written consent of GE Healthcare; (vii) Customer agrees to furnish GE Healthcare reasonable access to the Loaner with prior notification; (viii) as Customer does not own the Loaner and is not paying GE Healthcare for its use, it is Customer's responsibility to ensure that any charge or claim submitted by Customer to a government healthcare program or patient is submitted accordingly; (ix) prior to returning the Loaner to GE Healthcare, Customer shall ensure the complete deletion of any and all information, including PHI, that may have been stored in the Loaner, or any of its accessories; (x) such deletion shall be completed in accordance with any user instructions provided by GE Healthcare and/or industry standards; (xi) in the event Customer is unable for technical reasons to complete the deletion, Customer shall provide immediate notice of this to GE Healthcare, and GE Healthcare staff shall use commercially reasonable efforts to facilitate the deletion of information; (xii) Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any information that is not removed from the Loaner and GE Healthcare shall have no obligations whatsoever in connection with any information that is not properly removed from such Loaner by Customer. It is within GE Healthcare's sole discretion to provide Customer with a Loaner while warranty or Service repairs are ongoing. This provision is not applicable to GE Healthcare IT Products.



Product Terms and Conditions

GE Healthcare

These GE Healthcare Product Terms and Conditions supplement and incorporate by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (a) Warranty(ies) and (b) Additional Terms and Conditions; and (iii) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Commercial Logistics.

1.1. Order Cancellation and Modifications.

1.1.1. Cancellation and Payments. If Customer cancels an order at any time without GE Healthcare's prior written consent, GE Healthcare has the right to charge Customer a cancellation fee of up to one-and-one-half percent (1.5%), with a maximum amount of up to \$5,000, of the price of the Products ordered. If the cancellation occurs less than thirty (30) days prior to the scheduled delivery date of any portion of the order, GE Healthcare has the right to charge Customer a cancellation fee of up to ten percent (10%), with a maximum amount of up to \$50,000, of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer. For the avoidance of doubt, GE Healthcare IT Product Quotations and orders are non-cancellable.

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

1.1.3. Exchanges and Substitutions. Prior to acceptance as defined in Section 1.5 below, GE Healthcare may, in its sole and reasonable discretion, exchange or substitute installation-related items having similar features, functionality and pricing as the originally delivered installation item that result in no price change to the Customer. This section shall not apply to Healthcare IT Products.

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

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

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

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

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. As a matter of convenience, GE Healthcare may invoice multiple installment deliveries on a consolidated basis; however, this does not release Customer from the obligation to pay for each installment delivery provided by GE Healthcare. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means that allows Customer to take possession of the first copy or product master or (ii) delivery to Customer's designated delivery location.

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

1.3.4. Replaced Component Returns. Except for Healthcare IT Products, for upgrades and revisions Customer agrees to return any replaced component to GE Healthcare at no charge to GE Healthcare.

1.4. Installation, Certification and Professional Services. GE Healthcare will provide Product assembly, installation and calibration, as required, at no additional charge, except (i) for items excluded herein and/or (ii) as otherwise indicated in the Quotation. If installation services are identified in the Quotation, GE Healthcare will perform such services from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, in accordance with applicable GE Healthcare installation guides and/or project plans. After hours installation is available for an additional fee. Customer will review the applicable GE Healthcare installation guides and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration of the Products, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the (i) performance of and payment for any applicable rigging and/or facility costs and (ii) installation of accessory items.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

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

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

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

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

1.4.6. Information Technology Professional Services ("ITPS"). ITPS must be performed within twelve (12) months of the later of the date (i) Customer orders ITPS or (ii) of Product delivery, ("ITPS Performance Date"). If ITPS is not performed within twelve (12) months of the ITPS Performance Date for reasons other than GE Healthcare's failure to perform, GE Healthcare's ITPS performance obligation will expire without refund. ITPS includes clinical applications training, project management, HL7/HIS systems integration, database conversion, network design and integration and separately cataloged software installations. This section shall not apply to Healthcare IT Products.

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

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

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

2. Software License.

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

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

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

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

3. Payment and Finance.

3.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest.

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

3.3. Failure to Pay. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.



Additional Terms and Conditions: Magnetic Resonance ("MR")

GE Healthcare

These GE Healthcare Additional Terms and Conditions: Magnetic Resonance ("MR") supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Product Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement").

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

2. MR Systems. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

3. Magnet Maintenance and Cryogenics. The price of MR systems includes all cryogenics necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogenics, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.



Warranty Statement (United States)

GE Healthcare

This GE Healthcare Warranty Statement (United States) supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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

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

2. GE Healthcare Warranties.

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

by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, all other pre-owned, refurbished, remanufactured or demonstration equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and GE Brand Specialty Components. GE Healthcare IT Products and GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

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

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

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

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

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

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

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

For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6. Exceptions to GE Healthcare Standard Warranties Described Above.

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

Cyclotron and Radiopharmacy: Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Warranty Commencement Date for Cyclotron and/or Radiopharmacy Products begins on the earlier of (i) three (3) months after the date on which GE Healthcare has completed the mechanical installation, or (ii) the date on which final testing of the Product has been successfully completed. GE Healthcare's sole liability and Customer's exclusive remedy for a breach of warranty is limited to repair, replacement or refund at GE Healthcare's sole option. Any such repairs or replacement will not extend the warranty period.

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

X-Ray Portable (Wireless & Tethered) Digital Detectors: Warranty does not cover damage caused by any use that does not conform to OEM guidelines, fire, power failures or surges, or abuse which is defined as use that causes fluid invasion, holes, deep scratches, or the detector case to crack.

FlashPad Wireless Detector: In addition to the standard warranty, GE Healthcare will also provide coverage for detector damage due to accidental dropping or mishandling (e.g., spills). In the event such accidental damage occurs, GE Healthcare shall provide Customer with one (1) replacement detector during the warranty period at no additional charge. If subsequent accidental damage occurs during the warranty period, each additional replacement shall be provided to Customer at a charge of \$30,000 per replacement detector. Warranty coverage for the detector and its components also excludes failures due to detrimental exposure, abuse, theft, loss and/or fire. If the warranty is voided by these conditions, repair or replacement of the detector and/or the components is the Customer's responsibility.

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

GE OEC Refurbished C-Arms: Twelve (12) months after installation

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

Vivid T8: Three (3) years parts and labor, includes TEE probes purchased with the Vivid T8

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

Vscan, LOGIQ e BT12 and later versions, and Venue 40 and 50 version BT12 and later versions: Supplemental warranty terms and conditions specific to Vscan systems, LOGIQ e BT12 and later version systems, and Venue 40 and 50 version BT12 and later version systems shall be as set forth in the Additional Terms and Conditions and Warranties for Ultrasound & Vscan Products attached to the Quotation.

Ultrasound Partial System Equipment Upgrades: Ninety (90) days (Warranty applies only to the upgraded components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Bone Mineral Densitometry Partial System Equipment Upgrades: Thirty (30) days (Warranty applies only to the upgraded computer, printer and monitor components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

CARESCAPE Monitors B450, B650 and B850, and Dash: Three (3) years parts and one (1) year labor coverage, excluding displays

B40 Monitors: Two (2) years of parts only coverage, excluding displays, and one (1) year labor with (i) repair services performed at GE Healthcare service facilities; or (ii) onsite repair if deemed necessary by GE Healthcare, during such labor warranty period.

MAC 800, 1200, 1600 and 2000: Three (3) years of parts and labor

CARESCAPE V100 Vital Signs Monitors: Two (2) years parts and labor

Exergen: Four (4) years parts and labor

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

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

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

Giraffe® Shuttle Batteries: Ninety (90) days

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

Ohio® Infant Warmer Systems, Panda® iRes Warmers, Giraffe® Warmer and Giraffe® OmniBed: Seven (7) year parts warranty on heater cal rod

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

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

Corometrics® Fetal Monitoring Systems: Warranty includes: (i) Warranty Commencement at the earlier of (a) if GE Healthcare or Customer installs the Warranted Product, five (5) days after completion of installation of the Warranted Product or (b) forty (40) days after shipment of the Warranted Product; (ii) two (2) years parts, one (1) year labor; and (iii) repair services at GE Healthcare service facilities during labor warranty period or onsite repair if deemed necessary by GE Healthcare.

Corometrics® Nautilus Transducers: Two (2) years of parts and labor

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

Tec 7 Vaporizers: Three (3) years of parts and labor

Tec 6 Plus Vaporizers: Two (2) years of parts and labor

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

Service/Warranty Code T.....	100 Years
Service/Warranty Code V.....	25 Years
Service/Warranty Codes X.....	15 Years
Service/Warranty Code ZZ.....	5 Years
Service/Warranty Codes F.....	3 Years
Service/Warranty Codes D, J, N, O, R or Z.....	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y.....	1 Year
Service/Warranty Code H.....	6 Months
Service/Warranty Code K.....	3 Months
Service/Warranty Code M.....	1 Month
Service/Warranty Code W.....	Out of Box Failure Only



Warranty Codes For Accessories And Supplies

GE Healthcare

These GE Healthcare Warranty Codes For Accessories and Supplies supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P GE Healthcare directly provides the following:

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

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

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

W GE Healthcare directly provides the following:

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

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

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

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

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *The battery for Service/Warranty Code ZZ has a 2-year warranty for stationary applications and a 6-month warranty for mobile application. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



Warranty Statement: Uptime Commitment

GE Healthcare

This GE Healthcare Warranty Statement: Uptime Commitment supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement". The following provisions will apply only to eligible diagnostic imaging systems as identified in the Quotation ("Eligible Systems") and only during the warranty period:

- 1. Scope.** GE Healthcare will provide Customer with expanded warranty protection for Eligible Systems in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period.
- 2. Eligibility.** To be eligible for this expanded warranty protection, Customer must: (i) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (ii) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (iii) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (iv) provide GE Healthcare with at least two (2) business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within two (2) business days after the occurrence of the unplanned changes, (v) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (vi) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.
- 3. Uptime Commitment.** If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below.
- 4. Definitions.** "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below. "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

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

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

Hours1 = A hours per day X B days per week X 26 weeks

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment: Hours3 = Hours2 X Customer's %

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



GE Healthcare

Date: 07-31-2015
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Version #: 9

Alliance Imaging Inc
100 Bayview Cir Ste 400
Newport Beach CA 92660-2984

Attn: Nicki Everhart

100 Bayview Cir Ste 400 Newport Beach
CA 92660-2984

Customer Number : 1-24PJOG

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 Warrantylies; (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.

By signing below, each party certifies that it has not made any handwritten modifications.

Governing Agreement:	None
Terms of Delivery:	FOB Destination
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	Due ON Receipt - 30 Days
Total Quote Net Selling Price:	\$266,987.75

INDICATE FORM OF PAYMENT:

If "GE HFS Loan" or "GE HFS Lease" is NOT selected at the time of signature, then you may NOT elect to seek financing with GE Healthcare Financial Services (GE HFS) to fund this arrangement after shipment.

☐ Cash/Third Party Loan
☐ GE HFS Lease
☐ GE HFS Loan
☐ Third Party Lease (please identify financing company) _____

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

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 HEALTHCARE

Arlene Siver

Signature

Account Executive

Email: Arlene.Siver@med.ge.com

Office: +1 978 618 3797

Mobile: 978-618-3797

Fax: 978-268-5164

07-31-2015

Date



GE Healthcare

Date: 07-31-2015
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Total Quote Selling Price	\$266,987.75
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$266,987.75

To Accept this Quotation

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

Arlene Siver

Office: +1 978 618 3797

Mobile: 978-618-3797

Email: Arlene.Siver@med.ge.com

Fax: 978-268-5164

Payment Instructions

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

GE Healthcare

P.O. Box 96483

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



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Qty	Catalog No.	Description	Ext Sell Price
1		Goldseal Brightspeed Elite 16SL	
1	S9316AA	<p>Refurbished BrightSpeed Elite 16 slice CT Scanner with the Volara digital DAS</p> <p>One year full warranty - System & Xray Tube</p> <p>This product complies with NEMA Standard XR 29-2 2013</p> <p>With a total of 16 slice acquisition per rotation, and 32 slices per second the BrightSpeed Elite Scanner provides tremendous scan speed, good image quality and productive workflow. Combining these new capabilities with proven reliability of the HiLight Matrix II detector and Performix X-ray tube. BrightSpeed maintains the optimal speed, power and resolution needed for all kinds of CT applications. Yet it fits in the same space as a single slice for an easier installation.</p> <p>System components:</p> <p>Gantry: Advanced slip ring design continuously rotates the generator, Performix tube, Matrix II detector and Volara digital data acquisition system around the patient. o Aperature: 70cm o Maximum SFOV: 50cm o Full 360 degree Rotation speeds of 0.5,0.6 0.7,0.8,0.9,1.0,2.0,3.0,4.0 seconds o Tilt: +/- 30 degrees at 1 degree/second o Remote tilt from operator console o Integrated breathing lights & countdown timer o Integrated start scan button with countdown timer to indicate Xray on</p> <p>Table: Cantilever design for easy access,and stability o Vertical range: 51.6 cm to 99.1 cm o Vertical scannable range: 77.7 cm to 99.1 cm o Horizontal range: 170 cm o Horizontal Scan Range: Up to 170cm metal free (axial) & 160cm metal-free (helical & Scout) o Horizontal speed: up to 100 mm/sec o Table automatically re-centers on scan plane with changes in vertical position o Table load capacity: 180kg (400 lb) +/-0.25mm positional accuracy"</p> <p>X-ray Tube Performix metal-ceramic tube unit offers an optimized design for exams requiring a large number of scan without tube cooling.</p> <p>Performix tube with 6.3 MHU of storage and capability of 53.2 kw operation provides increased helical performance with greater patient throughput and reduced tube cooling. Advanced technology in the tube includes a metal ceramic frame and high speed bearing for long life at sub-second scanning, a high efficiency motor to accelerate the anode and efficient cooling for high throughput and superior helical performance. * Wide range of technique (10 ma to 440 ma, in 5 ma increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient</p>	\$171,937.50



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Qty	Catalog No.	Description	Ext Sell Price
		<p>dose, and providing the power needed to perform a broad spectrum examinations. High Voltage Generator High Frequency on-board generator allows for continuous operation during scan. o 53.2kw Output power o kVp: 80, 100, 120, 140 kVp o mA: 10 to 440 mA, 5 mA Increments" Maximum mA for Each kVp Selection: - 400mA @ 80kVp - 420mA @ 100kVp - 440mA @ 120kVp - 380mA @ 140kVp "</p> <p>HiLight Matrix Detector: The HiLight Matrix detector was designed for high performance imaging. The BrightSpeed Elite allows up to 16 slices per rotation, and 32 slices per second. The HiLight Matrix detector benefits are: " o Increased coverage per rotation with thinner slices routine o Solid Image Quality from the use of GE's patented HiLight material, a ceramic scintillator specifically engineered for CT applications. Leveraging over 12 years of GE HiLight detector production. o 24 detector rows, each containing 888 active patient elements, 24 reference elements. 4 Modes of Data Output: - 8 x 1.25 mm (uses center 16 rows) - 8 x 2.5 mm (uses all 24 rows) - 16 x 1.25 mm (uses all 24 rows) - 16 x 0.625 mm (uses center 16 rows)" Volara Digital DAS (Data Acquisition System):</p> <p>The Volara digital DAS dramatically reduces noise and improves image quality, especially in low dose exams, large patient, or areas of the anatomy that are difficult to image such as shoulder and hips o 1968Hz maximum sample rate o Effective analog to digital conversion range greater than 2,000,000:1 " Operator Console: o Xstream FX, the next evolution of GE's workflow platform built on the LINUX operating system and delivering fast reconstruction of up to 6 fps with full fidelity images at network transfer rates o The 19 inch color LCD monitors support scan and recon, as well as image display, processing, analysis, and management. Image Networking: e423s can be selected and moved between the BrightSpeed Elite CT Scanner System and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query." o Standard Auto-configuring Ethernet o Direct Network Connection o Supports 1GB or 10/100 BaseT Supported Protocols e468COM 3.0 Network - InSite Point-to-Point - TCP/IP (for System Administration) "</p> <p>Standard software includes: Image Analysis, Helical Tilt, SmartPrep 440mA, Large Image Series, SmartSpeed, Direct 3D, 90kV, Direct MPR, Data Export Copy Composer, Neuro Filter, ConnectPro, Bar Code Reader, Volume Viewer, IQE</p> <p>Accessories included: Keyboard, SCIM, Trackball, Long Cable set, Table tray &</p>	



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Qty	Catalog No.	Description	Ext Sell Price
		<p>IV pole, DVD Save state, Metalless Supine,Cradle extender, mouse, Foot pedal assembly, cradle pad, cradle extender pad, service cabinet, operator stool, technical publications, 2 - 19 inch monitors, rear cable cover, assorted patient positioning straps, wedges and restraints, axial head holder, 35cm IQ phantom, 48cm IQ phantom, QA phantom</p> <p>Warranty The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. " Regulatory compliance This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to trequirements of the Center for Devices and Radiological Health. This product satisfies regulations regarding Electro Magnetic Compatibility(EMC) and Electro Magnetic Interference (EMI), pursuant to IEC-60601-1-2.</p> <p>Availability Since Gold Seal Preowned Equipment may be offered Simultaneously to Several Customers, its Sale to You is Subject to Availability and Subject to Prior Sale at the Time You Offer to Purchase It. If the Equipment is no Longer Available, (1) We Will Attempt to Identify Other Gold Seal Preowned Equipment in Our Inventory Thats Meets Your Needs, and (2) if Substitute Equipment is Not Acceptable to You,GE Will Cancel Your Order and Refund Any Deposit You Have Paid us for the Canceled Order. Subject to Prior Sale at the Time You Offer to.</p>	
1	B7500PL	<p>ConnectPro HIS/RIS Interface Option for LightSpeed and BrightSpeed with Linux (includes bar code reader)</p> <p>ConnectPro Offers New Levels of Productivity to LightSpeed Users by Providing a Connection Between the Facilities Hospital (HIS) or Radiology (RIS) Information System. ConnectPro Simplifies and Eliminates Errors in Patient Data Entry.</p> <p>Data Available at the Operator Console When Using ConnectPro Includes:</p> <ul style="list-style-type: none"> • Procedure Step Code/Description • Requested Procedure Code/Description • Performed Procedure Step Compatibility • Demographic Data - Name, ID, Age, Birthday, Sex, etc. • Study UID - Unique ID Number • Scheduling Info - Dept, Modality, Station Address, Accession #, Date, Time 	\$1,997.75



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Qty	Catalog No.	Description	Ext Sell Price
		<p>The Operator has Three Convenient Ways to Enter Patient Information:</p> <ul style="list-style-type: none">• Scan Barcode• Type in Unique Identification Number• Select From a List of Patients <p>All of This Results in:</p> <ul style="list-style-type: none">• Enhanced Productivity• Direct Patient Data Entry• On-line Access to Schedules• Display of Patients Scheduled for Current Time of Day• Full Simultaneity with All Scanner Operations• Eliminates Errors Critical for "Filmless" Operation• Enhances Quality of Care• Obtain Key Data From Your HIS/RIS via Modality Worklist - Allergies, Pregnancy Status, Medical Alerts• User-selectable Filtering and Sorting• Seamless Integration with LightSpeed• Performed Procedure Step Compatibility <p>Note: May Require Interface Box for Conversion of HL7 to Dicom.</p>	
1	E8004FC	<p>Wide Security Straps - Set of 2</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none">• Improve productivity and enhance patient comfort with these canvas and Velcroy straps• Help secure patients and bed linen within the field of view during scanning• Use to secure abdominal area <p>SPECIFICATIONS</p> <ul style="list-style-type: none">• Set of 2 straps• Strap 1 measures: 32" W x 32" L• Strap 2 measures: 14" W x 22" L <p>NOTES:</p> <ul style="list-style-type: none">• Narrow straps are available (E8004FD)	\$77.60



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Qty	Catalog No.	Description	Ext Sell Price
1	E8004FE	Wrist Security Straps FEATURES/BENEFITS <ul style="list-style-type: none">• Improve productivity and enhance patient comfort with these canvas and Velcroy straps• Help secure patients and bed linen within the field of view during scanning SPECIFICATIONS <ul style="list-style-type: none">• Set of 2 straps NOTES: <ul style="list-style-type: none">• Narrow security straps available (E8004FD)• Wide security straps available (E8004FC)	\$36.80
1	E8016AM	Slicker - CT Lightspeed and Brightspeed Power Systems (2 Piece Set) FEATURES/BENEFITS <ul style="list-style-type: none">• Increase system uptime by protecting table from spills• Recommended for trauma centers and sites concerned with blood and fluid borne disease• Thermally sealed cushion in clear, micro-matte vinyl cover protects against contamination• Easy to install and comfortable for patients SPECIFICATIONS <ul style="list-style-type: none">• Shipping Weight: 6 lbs.• Clear micro-matte vinyl construction• 2 piece set - slicker and table cushion COMPATIBILITY <ul style="list-style-type: none">• CT LightSpeed and BrightSpeed Systems with H-Power Table	\$296.00
1	E8016AE	Footswitch Cover - HiSpeed Advantage/PET Advance and LightSpeed Systems FEATURES/BENEFITS <ul style="list-style-type: none">• Protect footswitch from damage caused by blood and fluids seeping behind the footswitch• Simplifies cleanup and prevents possible damage• Velcroy holds slicker securely in place	\$32.00



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Qty	Catalog No.	Description	Ext Sell Price
		COMPATIBILITY	
		<ul style="list-style-type: none"> CT HiSpeed Advantage, PET Advance, LightSpeed Systems 	
1	E8004TA	<p>Metal-Free Headholder Cradle Pad</p> <p>Cradle pad is same as the one originally provided for metal-free tables, including GE HiLight Advantage, HiSpeed Advantage, CT/i, and LightSpeed tables. Allows scanning of patient head and neck without moving the patient....H</p>	\$97.60
1	W0004CT	<p>4 Days CT TiP Onsite Training</p> <p>Four Days CT Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$9,000.00
1		BSD Pwr-Lite with TIO Console - IB	
1	B7916MP	<p>ASiR{*/@} (Adaptive Statistical Iterative Reconstruction) dose reduction technology +</p> <ul style="list-style-type: none"> May enable reduction in pixel noise standard deviation. The ASiR reconstruction algorithm may allow for reduced mA in the acquisition of diagnostic images, thereby reducing the dose required + May enable improvement in low contrast improvement in low contrast detectability + May deliver image pixel standard deviation equivalent to a higher acquisition such as that delivered by a higher power generator when imaging the same object + May allow for scanning at lower mA and less anode heat input, thereby reducing the likelihood of encountering tube cooling limitations + <p>+ In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.</p> <p>@ ASiR feature names are licensed for use with a GE X-ray tube. Use of a third party x-ray tube will require purchase of an additional license for these</p>	\$83,512.50



Date: 07-31-2015
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Qty	Catalog No.	Description	Ext Sell Price
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features.
* Trademark of the General Electric Company

Quote Summary:
Total Quote Net Selling Price **\$266,987.75**

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



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Options

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

Qty	Catalog No.	Description	Ext Sell Price	
1	B7999ZA	Uninterruptible Power Supply Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT, Optima and BrightSpeed Systems. The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.	\$14,880.00	X_____
1	E4502AB	The 90Amp CT system main disconnect panel (MDP) serves as the main facility power disconnect source installed ahead of the system PDU. The MDP will disconnect system power on first loss of incoming power, helping to prevent damage to system components. It also includes an automatic restart control circuit which restores power to the CT System PDU after a power outage. <ul style="list-style-type: none">• Can reduce installation time and cost by eliminating delays in obtaining individually enclosed components and on site assembly (ex: main circuit breaker, feeder overcurrent devices, magnetic contactors and UPS emergency power off are combined into a single panel)• Configuration flexibility - can be used as a stand-alone main disconnect or with the optional partial system UPS. (On systems where the optional partial system UPS is used the main disconnect panel also provides NEC mandated emergency power off control to both the PDU and UPS)• Designed and tested for GEHC CT products Specifications: <ul style="list-style-type: none">• Automatic restart incorporates an adjustable time delay to delay main power until the power has stabilized for 5 seconds• One flush wall mounted remote emergency off pushbutton furnished with each system	\$6,246.65	X_____



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Qty	Catalog No.	Description	Ext Sell Price	
		<ul style="list-style-type: none">UL, cUL and CE labeled		
1	E8007NG	Medrad Stellant D Dual-Flow Ceiling Mount Injection System with Short Post. Requires E8007PJ Mounting Plate be added to the order....E	\$38,000.00	X_____

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



General Terms and Conditions

GE Healthcare

These GE Healthcare General Terms and Conditions supplement and incorporate by reference the GE Healthcare Quotation that identifies the Product and/or Service offering purchased or licensed by Customer and the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (i) Warranty(ies); (ii) Additional Terms and Conditions or Statement of Service Deliverables and Product Schedule; and (iii) Product or Service Terms and Conditions, (collectively, referred to as the "Agreement").

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

1. General Terms.

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare's (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare) or as is required by the U.S. Federal government in its capacity as a customer. The receiving party shall have no obligation with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure. GE Healthcare understands that Customer may be subject to State Open Records laws. Customer shall not be prohibited from complying with such Open Records laws if required to do so; however, Customer shall (a) promptly notify GE Healthcare in writing of any such Open Records laws requests, (b) give GE Healthcare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with such Open Records laws.

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

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

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignee agrees, in writing, to be bound by the terms of this Agreement, including the payment of any existing or outstanding fees and invoices. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement shall not be terminable in the event of any Customer stock or asset sale, merger, acquisition or change in control, unless otherwise expressly agreed to in writing by GE Healthcare. GE Healthcare may hire subcontractors to perform work under this Agreement (including, but not limited to, work that involves access to Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI")), provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

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

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

1.7. Entire Agreement and Waiver of Reliance. This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. The parties agree that they have not relied, and are not relying, on any oral or written promises, terms, conditions, representations or warranties, express or implied, outside those expressly stated or incorporated by reference in this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing and signed by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless

agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products and/or Services, shall constitute an agreement by either party to any such terms. The parties agree that any provision in this Agreement in 'all caps' type satisfies any requirements at law or in equity that provisions be conspicuously marked.

2. Compliance.

2.1. Generally. Each party will comply with the requirements of Federal and State laws and regulations that are applicable to such party. This Agreement is subject to GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Customer shall not use or permit the Product to be used or operated by any person who does not have sufficient knowledge to competently perform the required task and who is not fully trained on the operation of the Product. Customer is solely responsible for ensuring that Customer and its employees, licensed and unlicensed healthcare staff, representatives, agents and/or contractors who operate, maintain and/or have access to the Products and/or Services, excluding GE Healthcare employees, representatives, agents and/or contractors ("Customer Personnel") are properly trained and fully competent on the operation of the Product. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

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

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

2.4. Environmental Health and Safety. GE Healthcare shall have no obligation to provide Products and/or perform Services until Customer (i) provides and maintains a suitable, safe and hazard-free location and environment for the GE Healthcare Products and personnel performing Services in material compliance with all applicable Federal, State, and local requirements, as well as any written requirements provided by GE Healthcare; (ii) performs GE Healthcare recommended routine maintenance and operator adjustments on the Product; and (iii) ensures that any service not provided by GE Healthcare is performed, and GE Healthcare Products are used, in accordance with applicable user documentation.

Customer shall provide written information to GE Healthcare personnel who will be present on Customer's site about Customer's safety procedures and practices as well as a list of any hazardous materials, such as asbestos, lead or mercury, on or near Customer's site that GE Healthcare personnel may come in contact with and any associated Safety Data Sheets. Customer shall be responsible for taking all necessary actions to properly abate, remove and/or remediate any hazardous conditions or materials, including removing blood, body fluids and other potentially infectious materials. GE Healthcare shall have no responsibility to abate, or liability for, any existing hazardous conditions at Customer site. Customer shall be responsible for proper management, storage and disposal of all service and/or installation-related waste, unless GE Healthcare is legally required to take back the materials (e.g., batteries, WEEE, packaging).

2.5. Parts Not Supplied By GE Healthcare. GE Healthcare recommends the use of parts that it has (i) validated through configuration and (ii) received from authorized suppliers. GE Healthcare is not responsible for the quality of parts supplied by third parties to Customer. GE Healthcare cannot assure Product functionality or performance when non-GE Healthcare parts are used on the Product.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training offerings and terms. Customer agrees that completion of GE Healthcare's training offerings does not guarantee that Customer and Customer Personnel are fully and completely trained on the use, maintenance, and operation of the Product or that completion of GE Healthcare's training will satisfy any licensure and/or accreditation standards. Customer further agrees that it is Customer's sole and non-delegable duty to ensure that Customer and Customer Personnel are properly trained on and fully qualified in the use and operation of the Product. Unless otherwise stated in the training catalog description, training must be completed by Customer within twelve (12) months after (i) the date of Product delivery for training purchased with Products; (ii) the start date for Services for training purchased with Services; or (iii) the date Customer purchases training if such training is not purchased with Products and/or Services. If training is not completed within the applicable time period due to no fault of GE Healthcare, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and/or diagnostic decisions are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for the clinical and medical treatment and/or diagnostic decisions made by Customer and Customer Personnel.

2.8. Use of Data.

(a) Protected Health Information. To the extent GE Healthcare creates, receives, maintains, transmits or otherwise has access to any PHI in the course of performing under this Agreement, GE Healthcare shall only use and disclose such PHI as permitted by the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, Pub. Law 104-191 (August 21, 1996), its implementing regulations, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act and its implementing regulations (collectively, "HIPAA"), and the applicable Business Associate Agreement between the Parties.

(b) Other Information. Customer agrees that GE Healthcare may also create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information that is not PHI, including, but not limited to, information about Customer's Product, Service, system and software, that is gathered periodically to facilitate the provision of Product support, consulting, training and other services to Customer (if any), and to verify compliance with the terms of this Agreement. GE Healthcare or its agents may use such information to provide, develop or improve GE Healthcare's products or services.

2.9. Compliance with Customer Policies. GE Healthcare will use commercially reasonable efforts to respect Customer policies to the extent that such policies apply to GE Healthcare under this Agreement, and do not materially contradict GE Healthcare policies, provided that Customer furnishes to GE Healthcare a complete copy of said policies prior to GE Healthcare's commencement of performance under this Agreement. Under no circumstances, however, will GE Healthcare's failure, or the failure of GE Healthcare's employees or contractors, to respect Customer policies constitute a material breach by GE Healthcare under this Agreement, unless such failure is willful and materially and adversely affects GE Healthcare's ability to perform its obligations under this Agreement.

2.10. Insurance. GE Healthcare shall maintain insurance coverage in accordance with its standard certificate of insurance, a copy of which is available upon Customer's request.

2.11. Excluded Provider. GE Healthcare represents that, to its knowledge, neither it nor its employees performing services under this Agreement have been excluded from participation in any Federal Healthcare Program. In the event an employee performing services under this Agreement is excluded, GE Healthcare will replace such employee within a commercially reasonable time. In the event GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

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

3.1. Waiver of Jury Trial. UNLESS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES, OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. Exclusion of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.4. IP Indemnification. GE HEALTHCARE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMER FROM ANY THIRD PARTY CLAIMS FOR INFRINGEMENT OF UNITED STATES INTELLECTUAL PROPERTY RIGHTS ARISING FROM CUSTOMER'S USE OF GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION (COLLECTIVELY, "INFRINGING PRODUCT") IN ACCORDANCE WITH THEIR SPECIFICATIONS AND WITHIN THE LICENSE SCOPE GRANTED IN THIS AGREEMENT. IF ANY SUCH CLAIM MATERIALLY INTERFERES WITH CUSTOMER'S USE OF SUCH EQUIPMENT AND/OR SOFTWARE, GE HEALTHCARE SHALL, AT ITS OPTION: (I) SUBSTITUTE FUNCTIONALLY EQUIVALENT NON-INFRINGING PRODUCTS; (II) MODIFY THE INFRINGING PRODUCT SO THAT IT NO LONGER INFRINGES BUT REMAINS FUNCTIONALLY EQUIVALENT; (III) OBTAIN FOR CUSTOMER AT GE HEALTHCARE'S EXPENSE THE RIGHT TO CONTINUE TO USE THE INFRINGING PRODUCT; OR (IV) IF THE FOREGOING ARE NOT COMMERCIALY REASONABLE, REFUND TO CUSTOMER THE PURCHASE PRICE, AS DEPRECIATED (BASED ON FIVE (5) YEAR STRAIGHT-LINE DEPRECIATION), FOR THE INFRINGING PRODUCT. ANY SUCH CLAIMS ARISING FROM CUSTOMER'S USE OF SUCH INFRINGING PRODUCT AFTER GE HEALTHCARE HAS NOTIFIED CUSTOMER TO DISCONTINUE USE OF SUCH INFRINGING PRODUCT AND OFFERED ONE OF THE REMEDIES SET FORTH IN CLAUSES (I) THROUGH (IV) ABOVE ARE THE SOLE RESPONSIBILITY OF CUSTOMER. THIS SECTION REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY (AND GE HEALTHCARE'S SOLE AND EXCLUSIVE LIABILITY) REGARDING ANY INFRINGEMENT CLAIM ASSOCIATED WITH SUCH INFRINGING PRODUCT. THE ABOVE INDEMNIFICATION OBLIGATION IS CONDITIONAL UPON CUSTOMER PROVIDING GE HEALTHCARE PROMPT WRITTEN NOTICE OF THE INFRINGEMENT CLAIM AFTER RECEIVING NOTICE OF SUCH CLAIM, ALLOWING GE HEALTHCARE TO CONTROL THE DEFENSE OF SUCH CLAIM, AND REASONABLY COOPERATING WITH GE HEALTHCARE IN SUCH DEFENSE. GE HEALTHCARE'S RIGHT TO CONTROL THE DEFENSE AND DISPOSITION OF THE INFRINGEMENT CLAIM SHALL INCLUDE THE RIGHT TO SELECT COUNSEL TO REPRESENT CUSTOMER AT GE HEALTHCARE'S EXPENSE; PROVIDED, HOWEVER, THAT CUSTOMER MAY RETAIN ADDITIONAL COUNSEL AT CUSTOMER'S EXPENSE. ANY EXPENSES, INCLUDING LEGAL FEES AND COSTS, INCURRED BY CUSTOMER PRIOR TO TENDERING CONTROL OF THE DEFENSE TO GE HEALTHCARE SHALL NOT BE REIMBURSABLE BY GE HEALTHCARE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, GE HEALTHCARE SHALL NOT HAVE ANY OBLIGATION TO CUSTOMER HEREUNDER FOR INFRINGEMENT CLAIMS BASED ON OR RESULTING FROM: (A) USE OF SUCH INFRINGING PRODUCT IN COMBINATION WITH ANY COMPUTER SOFTWARE, TOOLS, HARDWARE, EQUIPMENT, MATERIALS, OR SERVICES, NOT FURNISHED OR AUTHORIZED IN WRITING FOR USE BY GE HEALTHCARE; (B) USE OF SUCH INFRINGING PRODUCT IN A MANNER OR ENVIRONMENT OR FOR ANY PURPOSE FOR WHICH GE HEALTHCARE DID NOT DESIGN OR LICENSE IT, OR IN VIOLATION OF GE HEALTHCARE'S USE INSTRUCTIONS; OR (C) ANY MODIFICATION OF SUCH INFRINGING PRODUCT BY CUSTOMER OR ANY THIRD PARTY. GE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE OR SETTLEMENT OR

CLAIM MADE BY CUSTOMER WITHOUT GE HEALTHCARE'S WRITTEN CONSENT. THIS INDEMNIFICATION OBLIGATION IS EXPRESSLY LIMITED TO THE GE HEALTHCARE MANUFACTURED EQUIPMENT AND/OR GE HEALTHCARE PROPRIETARY SOFTWARE LISTED IN THE QUOTATION.

3.5. General Indemnification. GE HEALTHCARE AGREES TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY THIRD PARTY DAMAGES CUSTOMER BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY A MANUFACTURING DEFECT, DESIGN DEFECT, NEGLIGENT FAILURE TO WARN, NEGLIGENT INSTALLATION, OR NEGLIGENT SERVICE WITH RESPECT TO PRODUCTS DESIGNED AND MANUFACTURED BY GE HEALTHCARE AND SUPPLIED TO CUSTOMER UNDER THIS AGREEMENT. GE HEALTHCARE SHALL HAVE NO OBLIGATION TO RELEASE, INDEMNIFY AND HOLD CUSTOMER HARMLESS FOR ANY DAMAGES CAUSED BY (I) CUSTOMER'S FAULT OR ANY LEGAL EXPENSES INCURRED BY CUSTOMER IN DEFENDING ITSELF AGAINST SUITS SEEKING DAMAGES CAUSED BY CUSTOMER'S FAULT AND/OR (II) ANY MODIFICATION, CHANGES AND/OR ALTERATIONS TO THE GE HEALTHCARE PRODUCT BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED OR APPROVED IN WRITING BY GE HEALTHCARE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY AND HOLD GE HEALTHCARE HARMLESS FROM ANY THIRD PARTY DAMAGES THAT GE HEALTHCARE BECOMES LEGALLY OBLIGATED TO PAY RELATED TO BODILY INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT SUCH DAMAGES ARE DETERMINED TO BE PROXIMATELY CAUSED BY CUSTOMER'S AND/OR CUSTOMER PERSONNEL (I) MEDICAL DIAGNOSIS OR TREATMENT DECISIONS; (II) MISUSE OR NEGLIGENT USE OF THE PRODUCT; AND/OR (III) USE OF THE PRODUCT IN A MANNER OR ENVIRONMENT, OR FOR ANY PURPOSE, FOR WHICH GE HEALTHCARE DID NOT DESIGN IT, OR IN VIOLATION OF GE HEALTHCARE'S RECOMMENDATIONS OR INSTRUCTIONS ON USE.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 3.5 ARE CONDITIONAL UPON THE INDEMNIFIED PARTY PROVIDING THE INDEMNIFYING PARTY PROMPT WRITTEN NOTICE OF THE THIRD-PARTY CLAIM AFTER RECEIPT OF NOTICE OF SUCH CLAIM, ALLOWING THE INDEMNIFYING PARTY TO CONTROL THE DEFENSE AND DISPOSITION OF SUCH CLAIM, AND REASONABLY COOPERATING WITH THE INDEMNIFYING PARTY IN THE DEFENSE. THE INDEMNIFYING PARTY SHALL NOT BE RESPONSIBLE FOR ANY COMPROMISE MADE BY THE INDEMNIFIED PARTY OR ITS AGENTS WITHOUT THE INDEMNIFYING PARTY'S CONSENT.

4. Payment and Finance.

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

4.2. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under the GE Healthcare agreement at issue or suspend the provision of support and maintenance or licenses for the Product(s) licensed or sold under that agreement until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits and/or unapplied cash that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, Customer shall notify GE Healthcare in writing of such dispute within twenty (20) days of the invoice date and shall work with GE Healthcare in good faith to promptly resolve such dispute. GE Healthcare may revoke credit extended to Customer and designate Customer and all agreements with Customer to be on credit hold because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid in full on receipt.

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

5. Loaner Systems. If GE Healthcare provides a loaner system ("Loaner") to Customer pursuant to the terms of this Agreement, such Loaner shall be subject to the following provisions: (i) the Loaner shall be for Customer's temporary use, and Customer agrees to keep the Loaner at the location identified in the Quotation, and shall not move the Loaner to another location without GE Healthcare's prior written consent; (ii) Customer agrees to return the Loaner to GE Healthcare on or before the date on which GE Healthcare returns Customer's Product to Customer, and if Customer does not return the Loaner within such time period, GE Healthcare may repossess the Loaner with ten (10) days prior written notice or invoice Customer for the full list price of the Loaner; (iii) the Loaner, and all programs, information, data, business information, or other information pertaining to such Loaner shall remain GE Healthcare property; (iv) title remains with GE Healthcare, but risk of loss passes to Customer upon delivery of the Loaner; (v) Customer agrees to maintain the Loaner in proper operating condition and in accordance with GE Healthcare's operating instructions and return it to GE Healthcare in this condition, normal wear and tear excepted; (vi) Customer will not repair, or permit others to repair, the Loaner without the prior written consent of GE Healthcare; (vii) Customer agrees to furnish GE Healthcare reasonable access to the Loaner with prior notification; (viii) as Customer does not own the Loaner and is not paying GE Healthcare for its use, it is Customer's responsibility to ensure that any charge or claim submitted by Customer to a government healthcare program or patient is submitted accordingly; (ix) prior to returning the Loaner to GE Healthcare, Customer shall ensure the complete deletion of any and all information, including PHI, that may have been stored in the Loaner, or any of its accessories; (x) such deletion shall be completed in accordance with any user instructions provided by GE Healthcare and/or industry standards; (xi) in the event Customer is unable for technical reasons to complete the deletion, Customer shall provide immediate notice of this to GE Healthcare, and GE Healthcare staff shall use commercially reasonable efforts to facilitate the deletion of information; (xii) Customer agrees to indemnify GE Healthcare for any loss whatsoever resulting from any information that is not removed from the Loaner and GE Healthcare shall have no obligations whatsoever in connection with any information that is not properly removed from such Loaner by Customer. It is within GE Healthcare's sole discretion to provide Customer with a Loaner while warranty or Service repairs are ongoing. This provision is not applicable to GE Healthcare IT Products.



Product Terms and Conditions

GE Healthcare

These GE Healthcare Product Terms and Conditions supplement and incorporate by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the GE Healthcare (a) Warranty(ies) and (b) Additional Terms and Conditions; and (iii) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Commercial Logistics.

1.1. Order Cancellation and Modifications.

1.1.1. Cancellation and Payments. If Customer cancels an order at any time without GE Healthcare's prior written consent, GE Healthcare has the right to charge Customer a cancellation fee of up to one-and-one-half percent (1.5%), with a maximum amount of up to \$5,000, of the price of the Products ordered. If the cancellation occurs less than thirty (30) days prior to the scheduled delivery date of any portion of the order, GE Healthcare has the right to charge Customer a cancellation fee of up to ten percent (10%), with a maximum amount of up to \$50,000, of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer. For the avoidance of doubt, GE Healthcare IT Product Quotations and orders are non-cancellable.

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

1.1.3. Exchanges and Substitutions. Prior to acceptance as defined in Section 1.5 below, GE Healthcare may, in its sole and reasonable discretion, exchange or substitute installation-related items having similar features, functionality and pricing as the originally delivered installation item that result in no price change to the Customer. This section shall not apply to Healthcare IT Products.

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

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

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

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

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. As a matter of convenience, GE Healthcare may invoice multiple installment deliveries on a consolidated basis; however, this does not release Customer from the obligation to pay for each installment delivery provided by GE Healthcare. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means that allows Customer to take possession of the first copy or product master or (ii) delivery to Customer's designated delivery location.

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

1.3.4. Replaced Component Returns. Except for Healthcare IT Products, for upgrades and revisions Customer agrees to return any replaced component to GE Healthcare at no charge to GE Healthcare.

1.4. Installation, Certification and Professional Services. GE Healthcare will provide Product assembly, installation and calibration, as required, at no additional charge, except (i) for items excluded herein and/or (ii) as otherwise indicated in the Quotation. If installation services are identified in the Quotation, GE Healthcare will perform such services from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, in accordance with applicable GE Healthcare installation guides and/or project plans. After hours installation is available for an additional fee. Customer will review the applicable GE Healthcare installation guides and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration of the Products, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.
- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the (i) performance of and payment for any applicable rigging and/or facility costs and (ii) installation of accessory items.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

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

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

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

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

1.4.6. Information Technology Professional Services ("ITPS"). ITPS must be performed within twelve (12) months of the later of the date (i) Customer orders ITPS or (ii) of Product delivery, ("ITPS Performance Date"). If ITPS is not performed within twelve (12) months of the ITPS Performance Date for reasons other than GE Healthcare's failure to perform, GE Healthcare's ITPS performance obligation will expire without refund. ITPS includes clinical applications training, project management, HL7/HIS systems integration, database conversion, network design and integration and separately cataloged software installations. This section shall not apply to Healthcare IT Products.

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

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products. Any part for which GE Healthcare has supplied a replacement (excluding biomed parts, which shall be properly disposed of by Customer) shall become GE Healthcare property.

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

2. Software License.

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

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

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

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

3. Payment and Finance.

3.1. Security Interest. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest.

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

3.3. Failure to Pay. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.



Additional Terms and Conditions: Positron Emission Tomography ("PET") and Computed Tomography ("CT")

GE Healthcare

These GE Healthcare Additional Terms and Conditions: Positron Emission Tomography ("PET") and Computed Tomography ("CT") supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Product Terms and Conditions; and (iv) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Mobile Systems Only. For Products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer.

2. Tubes. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare tube. This will permit the user to know when a non-GE Healthcare tube is in use on the Product and will advise the user that GE Healthcare cannot assure that the performance of the Product with the non-GE Healthcare tube will conform to specifications. GE Healthcare assumes no liability for the use of non-GE Healthcare supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.

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

4. NOTICE REGARDING COMPUTED TOMOGRAPHY ("CT") PRODUCTS. This notice applies only to the GE Healthcare Revolution CT and EVO, Optima 680 CT and Optima 520 CT products. GE Healthcare has reclassified several advanced software tools and associated documentation to a GE Healthcare Technical Service Technology package that GE Healthcare feels will bring greater value and interest to our customers. GE Healthcare will continue to provide trained Customer employees with access to the GE Healthcare Technical Service Technology package under a separate agreement.

GE Healthcare will continue to provide customers and their third party service providers with access to software tools and associated documentation in order to perform basic service on the Revolution CT and EVO, Optima 680 CT and Optima 520 CT products upon a request for registration for such access. This will allow GE Healthcare to react faster to the future service needs of GE Healthcare customers.

If you have any questions, you can contact your sales Service Specialist.



Additional Terms and Conditions: DoseWatch Explore

GE Healthcare

These GE Healthcare Additional Terms and Conditions: DoseWatch Explore (a) supplement and incorporate by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; and (ii) General Terms and Conditions, (collectively, referred to as the "Agreement") and (b) do not include the GE Healthcare Product Terms and Conditions or Warranties attached to the Quotation.

1. DoseWatch Explore Services. DoseWatch Explore is a web-based, cloud deployed, introductory dose management software application designed to track, analyze and report practice-level data for the Product. DoseWatch Explore collects radiation dose data directly from the Product, then summarizes and presents the data via a GE Healthcare web application ("Information"). DoseWatch Explore may help Customer with the following dose management activities:

- Review individual exam information including dose and protocol parameters
- Identify high dose protocols and trending over time
- Compare protocols to understand variation
- Receive alerts when exams have exceeded pre-defined thresholds
- Quantify results of protocol optimization activities
- Generate reports to communicate results to team members and leadership

DoseWatch Explore allows Customer to regularly obtain the above services ("DoseWatch Explore Services") and Information through a user interface such as a single internet site.

The DoseWatch Explore Services require GE Healthcare to collect, and allow Customer to obtain, exam information and protocol parameter data in relation to the Product.

The Information is regularly updated, but reflects data from completed exams. Accordingly, there is a time lapse between the examination and the data being reflected in the DoseWatch Explore software (i.e., the data reflected in the software is not real-time data and should not be relied upon as such). GE Healthcare disclaims all liability for such time lapse.

2. License for Use. GE Healthcare grants to Customer a non-exclusive, non-transferable, limited right to access and use, solely for Customer's internal business purposes, the GE Healthcare DoseWatch Explore Services and Information and to download the DoseWatch Explore site Information onto the hard drive of Customer's computer(s). Such license and right shall be in effect during the warranty period of the Product to which the DoseWatch Explore software accompanies. GE Healthcare retains all ownership and intellectual property rights to the DoseWatch Explore Services and Information. No license rights are granted (implied or otherwise) to Customer except as specifically provided in this Agreement.

GE Healthcare may monitor use of the DoseWatch Explore site, the DoseWatch Explore Services and the Information, for purposes including, but not limited to, (a) ensuring appropriate use of the site, (b) product and services enhancement opportunities, (c) performance monitoring, and (d) marketing.

Customer may permit Customer Personnel with privileges at Customer's facilities to use the DoseWatch Explore Services and Information; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent with this Agreement. Customer's affiliates may use the DoseWatch Explore Services and Information only by agreeing to be bound by this Agreement.

3. Access and Confidentiality. In order to access DoseWatch Explore, Customer must have a computer with internet access, the minimum configuration indicated by GE Healthcare and a Product connected to GE Healthcare's InSite remote diagnostic service tool. All installation, telecommunication and network use costs shall be borne by Customer. For Products entitled with DoseWatch Explore, and upon Customer request to GE Healthcare, GE Healthcare shall provide Customer with DoseWatch Explore access-related information (e.g., internet address, confidential access code/password, login name) ("Access Code") for Customer's connection to the DoseWatch Explore site and access to the Information. Customer agrees to be solely responsible and liable for keeping the Access Code confidential. Customer shall immediately inform GE Healthcare of the need to deactivate an Access Code (e.g., in the event of Customer Personnel departure, loss or compromise of the Access Code).

4. Warranties and Remedies. The following warranties apply only to DoseWatch Explore and are in lieu of any other standard GE Healthcare warranties.

4.1. Information. All Information accessible as part of the DoseWatch Explore Services is provided "AS IS". GE Healthcare does not warrant the completeness, accuracy or reliability of any Information. All decisions based on the Information are the sole responsibility of Customer and Customer Personnel. Customer agrees that GE Healthcare is in no way responsible for any decision or evaluation relating to the activity or operation of the Product or DoseWatch Explore software.

The Information (a) is intended for general informational purposes only, (b) is not a substitute for professional medical advice, diagnosis or treatment, and (c) should not be relied upon, used or characterized as information to aid in Customer Personnel healthcare diagnosis, practices or decisions. GE Healthcare makes no representation or warranty with respect to and has no liability to Customer, Customer Personnel, or patients regarding the accuracy or completeness of anything contained in the Information. GE Healthcare does not promote or otherwise recommend any procedure suggested in any Information unless it is also described in a GE Healthcare user manual for the Product.

4.2. Access to Information. All Information accessible as part of the DoseWatch Explore Services is provided "AS AVAILABLE". GE Healthcare shall use reasonable efforts to ensure that the DoseWatch Explore site operates normally. In view of the state of information technology and the intervention of third parties in the operation of and access to Customer's site and network, GE Healthcare shall not be liable for any interruption or loss of connection or access whatsoever to DoseWatch Explore or for the speed of access or slowdown in the communication of Information. GE Healthcare does not guarantee nor does it warrant that the DoseWatch Explore Services or the Information will be constantly available, accurate, uninterrupted, error-free, or that defects/errors will be corrected.

GE Healthcare reserves the right, without notice to Customer, to suspend its provision of the DoseWatch Explore Services at any time and for the time required to carry out maintenance work and update the DoseWatch Explore site.

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

5. Customer Responsibilities. Customer shall be responsible for and bear all costs, expenses and liability for the following:

- (a) Transmitting to GE Healthcare, and allowing GE Healthcare to process, access, collate and analyze, all relevant and accurate data relating to the Product via the DoseWatch Explore Services.
- (b) Using the Information and DoseWatch Explore Services in accordance with all applicable laws and regulations, and to strictly comply with the limitations of use as set forth in this Agreement.
- (c) Providing GE Healthcare with the necessary level of access rights for GE Healthcare to provide individual user accounts.
- (d) Managing and controlling access to and use of the DoseWatch Explore Services and Information through individual user accounts affiliated with Customer.

6. Use of Information by GE Healthcare. DoseWatch Explore Services allow the Product to automatically send data to GE Healthcare (via internet connection). Customer acknowledges that GE Healthcare shall automatically receive certain data relating to the use and productivity of the Product. GE Healthcare shall process the data in order to provide DoseWatch Explore Services and as otherwise set forth in this Agreement. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to the Product following expiration or termination of the DoseWatch Explore Services.

7. Data Retention. For purposes of continuity, GE Healthcare shall continue data collection for thirty (30) days following the expiration or termination of the DoseWatch Explore Services, and, unless Customer purchases a continuation of the DoseWatch Explore Services, data shall be retained for no longer than one hundred eighty (180) days following such expiration or termination.



Warranty Statement (United States)

GE Healthcare

This GE Healthcare Warranty Statement (United States) supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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

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

2. GE Healthcare Warranties.

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

by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, all other pre-owned, refurbished, remanufactured or demonstration equipment is not warranted by GE Healthcare.

2.6 Healthcare IT and GE Brand Specialty Components. GE Healthcare IT Products and GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

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

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

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

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

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

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

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

For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

6. Exceptions to GE Healthcare Standard Warranties Described Above.

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

Cyclotron and Radiopharmacy: Unless expressly provided otherwise in the applicable GE Healthcare Quotation, the Warranty Commencement Date for Cyclotron and/or Radiopharmacy Products begins on the earlier of (i) three (3) months after the date on which GE Healthcare has completed the mechanical installation, or (ii) the date on which final testing of the Product has been successfully completed. GE Healthcare's sole liability and Customer's exclusive remedy for a breach of warranty is limited to repair, replacement or refund at GE Healthcare's sole option. Any such repairs or replacement will not extend the warranty period.

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

X-Ray Portable (Wireless & Tethered) Digital Detectors: Warranty does not cover damage caused by any use that does not conform to OEM guidelines, fire, power failures or surges, or abuse which is defined as use that causes fluid invasion, holes, deep scratches, or the detector case to crack.

FlashPad Wireless Detector: In addition to the standard warranty, GE Healthcare will also provide coverage for detector damage due to accidental dropping or mishandling (e.g., spills). In the event such accidental damage occurs, GE Healthcare shall provide Customer with one (1) replacement detector during the warranty period at no additional charge. If subsequent accidental damage occurs during the warranty period, each additional replacement shall be provided to Customer at a charge of \$30,000 per replacement detector. Warranty coverage for the detector and its components also excludes failures due to detrimental exposure, abuse, theft, loss and/or fire. If the warranty is voided by these conditions, repair or replacement of the detector and/or the components is the Customer's responsibility.

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

GE OEC Refurbished C-Arms: Twelve (12) months after installation

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

Vivid T8: Three (3) years parts and labor, includes TEE probes purchased with the Vivid T8

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

Vscan, LOGIQ e BT12 and later versions, and Venue 40 and 50 version BT12 and later versions: Supplemental warranty terms and conditions specific to Vscan systems, LOGIQ e BT12 and later version systems, and Venue 40 and 50 version BT12 and later version systems shall be as set forth in the Additional Terms and Conditions and Warranties for Ultrasound & Vscan Products attached to the Quotation.

Ultrasound Partial System Equipment Upgrades: Ninety (90) days (Warranty applies only to the upgraded components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Bone Mineral Densitometry Partial System Equipment Upgrades: Thirty (30) days (Warranty applies only to the upgraded computer, printer and monitor components. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

CARESCAPE Monitors B450, B650 and B850, and Dash: Three (3) years parts and one (1) year labor coverage, excluding displays

B40 Monitors: Two (2) years of parts only coverage, excluding displays, and one (1) year labor with (i) repair services performed at GE Healthcare service facilities; or (ii) onsite repair if deemed necessary by GE Healthcare, during such labor warranty period.

MAC 800, 1200, 1600 and 2000: Three (3) years of parts and labor

CARESCAPE V100 Vital Signs Monitors: Two (2) years parts and labor

Exergen: Four (4) years parts and labor

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

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

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

Giraffe® Shuttle Batteries: Ninety (90) days

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

Ohio® Infant Warmer Systems, Panda® iRes Warmers, Giraffe® Warmer and Giraffe® OmniBed: Seven (7) year parts warranty on heater cal rod

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

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

Corometrics® Fetal Monitoring Systems: Warranty includes: (i) Warranty Commencement at the earlier of (a) if GE Healthcare or Customer installs the Warranted Product, five (5) days after completion of installation of the Warranted Product or (b) forty (40) days after shipment of the Warranted Product; (ii) two (2) years parts, one (1) year labor; and (iii) repair services at GE Healthcare service facilities during labor warranty period or onsite repair if deemed necessary by GE Healthcare.

Corometrics® Nautilus Transducers: Two (2) years of parts and labor

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

Tec 7 Vaporizers: Three (3) years of parts and labor

Tec 6 Plus Vaporizers: Two (2) years of parts and labor

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

Service/Warranty Code T.....	100 Years
Service/Warranty Code V.....	25 Years
Service/Warranty Codes X.....	15 Years
Service/Warranty Code ZZ.....	5 Years
Service/Warranty Codes F.....	3 Years
Service/Warranty Codes D, J, N, O, R or Z.....	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y.....	1 Year
Service/Warranty Code H.....	6 Months
Service/Warranty Code K.....	3 Months
Service/Warranty Code M.....	1 Month
Service/Warranty Code W.....	Out of Box Failure Only



Warranty Codes For Accessories And Supplies

GE Healthcare

These GE Healthcare Warranty Codes For Accessories and Supplies supplements and incorporates by reference (i) the GE Healthcare Quotation that identifies the Product offering purchased or licensed by Customer; (ii) the following documents, as applicable, if attached to or referenced in the Quotation: the (a) Warranties and (b) Additional Terms and Conditions; (iii) the GE Healthcare Product Terms and Conditions; and (iv) the GE Healthcare General Terms and Conditions, (collectively, referred to as the "Agreement").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P GE Healthcare directly provides the following:

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

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

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

W GE Healthcare directly provides the following:

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

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

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

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

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *The battery for Service/Warranty Code ZZ has a 2-year warranty for stationary applications and a 6-month warranty for mobile application. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



GE Healthcare

Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States)

This GE Healthcare Warranty Statement: GE Brand Specialty Component(s) (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes) (United States) supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranties; (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement").

1. Warranted Products and Scope. These warranties cover the purchase and use of the GE Healthcare detectors, probes and/or tubes (X-ray, CT, or image intensifier) (hereafter, "Specialty Component(s)") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions, and to the extent applicable, (a) GE Healthcare's Product Terms and Conditions, (b) GE Healthcare's Service Terms and Conditions, and/or (c) GE Healthcare's OnDemand Agreement.

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

2. Warranty Commencement Date and Warranty Periods.

2.1. Determining Warranty Periods For A Specialty Component(s). The Warranty Period start date ("Warranty Commencement Date") for the Specialty Component(s) supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for a replacement Specialty Component(s) is determined by (i) the date GE Healthcare installs the Specialty Component(s) or (ii) if GE Healthcare is not the installer of the Specialty Component(s), five (5) days after shipment of such Specialty Component(s) by GE Healthcare or its authorized distributor.

Customer shall receive the Full Warranty Period (as set forth in the chart below) in the following situations:

- Specialty Component(s) furnished to Customer as part of a new system installation; or
- Specialty Component(s) purchased by Customer with or without a pro-rata allowance.

For a Specialty Component(s) furnished to Customer under terms of the Full Warranty Period (as set forth in the chart below) the Warranty Period for the replacement Specialty Component(s) will be the unexpired term of the warranty applicable to the last Specialty Component(s) for which Customer paid all or a portion of the cost of that Specialty Component(s). For the sake of clarification, the Warranty Period does not reset for a Specialty Component(s) supplied by GE Healthcare as a replacement under the Full Warranty Period.

This Warranty Statement does not apply to a Specialty Component(s) furnished to Customer under the terms of a GE Healthcare service agreement. For such Specialty Component(s), please refer to the terms and conditions of such service agreement for any Specialty Component(s) warranties.

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

2.2. Determining Specialty Component(s) Charge For A Replacement Specialty Component(s). Customer will pay the price of the replacement Specialty Component(s) in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

3. Specialty Component(s) Installation.

3.1. Replacement Specialty Component(s). For a replacement Specialty Component(s), warranty service does not include installation of the replacement Specialty Component(s), but upon Customer's request, GE Healthcare, will install the Specialty Component(s) at GE Healthcare's then-prevailing service rates. If a replacement Specialty Component(s) is not installed by GE Healthcare, Customer must, not later than ten (10) days after its installation date, provide to GE Healthcare in writing: (i) the serial number of the replacement Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) has been installed, (iii) the date of installation and (iv) for Non-CT Tubes, the exposure counter reading on the installation date.

3.2. New System Specialty Component(s). For a Specialty Component(s) sold with new equipment, no service charges will be billed to Customer for the installation of the replacement Specialty Component(s), so long as replacement occurs between 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours") and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then prevailing hourly billed service rates at the time of service.

4. **Remedies.** If, within ten (10) days after the Specialty Component(s) failure, Customer (a) notifies GE Healthcare of Customer's warranty claim during the Warranty Period; (b) provides GE Healthcare with the information shown below; and (c) makes the Specialty Component(s) available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Specialty Component(s) or parts of the Specialty Component(s). Customer must provide to GE Healthcare in writing (i) the serial number of the Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) was installed, (iii) the date the Specialty Component(s) failed, and (iv) the date the Specialty Component(s) was removed from service. Warranty service will be performed at the charge, if applicable, as detailed below during GE Healthcare's Standard Coverage Hours and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare's then-prevailing hourly billed service rates at the time of service. GE Healthcare warrants that its installation or other services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Specialty Component(s) or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

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

5. **Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Specialty Component(s) in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Specialty Component(s) in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Specialty Component(s) by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Specialty Component(s) to the extent it is used in any country other than the country to which GE Healthcare ships the Specialty Component(s) (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specialty Component(s) Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Specialty Component(s) in the manner described in any applicable instructions or specifications or any cause external to the Specialty Component(s) or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

With regard to Ultrasound Specialty Component(s) only, these warranties do not cover damage caused by any use that does not conform to OEM guidelines including accidental damage, improper cleaning, disinfecting, over-soaking or TEE bite marks.

6. Warranty Periods.

TUBE TYPE OR SYSTEM DESCRIPTION (a)	New System Specialty Component(s)	Replacement Specialty Component(s)	
	FULL WARRANTY PERIOD (b)	FULL WARRANTY PERIOD (b)	PRO-RATA WARRANTY PERIOD (c)
X-RAY TUBES			
Radiographic	12 months	30 days	24 months
Radiographic & Fluoroscopic	12 months	30 days	24 months
Vascular	12 months	30 days	24 months
Mammographic	12 months	30 days	12 months
Bone Mineral Densitometry	12 months	30 days	12 months
MX150 Vascular	36 months	12 months	N/A
Performix 160A (MX160)	36 months	12 months	N/A
Infinia Hawkeye	12 months	30 days	12 months

	New System Specialty Component(s)	Replacement Specialty Component(s)	
TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	FULL WARRANTY PERIOD (b)	PRO-RATA WARRANTY PERIOD (c)
<u>IMAGE INTENSIFIER TUBES</u> Image Intensifier Tubes	12 months	30 days	24 months
<u>CT TUBES</u> CT/e, CT/e Dual	12 months	12 months	N/A
ProSpeed/Sytec 6000-8000	12 months	12 months	N/A
Solarix on LX/I, FX/I, DX/I	12 months	12 months	N/A
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	12 months	12 months	N/A
Performix Solarix 630 on HiSpeed ZX/I, NX/I Pro	12 months	12 months	N/A
Performix-ADV on HiSpeed CT/I, LightSpeed QX/i	12 months	12 months	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel), Discovery LS, Discovery ST/STe, Discovery RX 16, Optima PET/CT560, Optima PET/CT560 FX, Discovery PET/CT600, Discovery PET/CT610 (8 or 16 slice), Discovery PET/CT690 Elite, Discovery PET/CT710 (16 slice), Discovery NM/CT670	12 months	12 months	N/A
Performix 40 on Optima CT660 – 32 Slice, Optima CT660 – 64 Slice	12 months	12 months	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months	12 months	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16, LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Optima CT580 RT, Optima CT580w, Discovery CT590 RT, Discovery VCT, Discovery RX VCT, Discovery PET/CT610 (64 or 128 slice), Discovery PET/CT690, Discovery PET/CT710 (64/128 slice), Discovery NM/CT570c	12 months	12 months	N/A
Performix HD on LightSpeed CT750 HD	12 months	12 months	N/A
<u>Detectors</u> Fixed Digital Detectors (XR, Vascular, Mammography)	12 months	12 months	N/A
Wireless & Tethered Digital Detectors	12 months (d)	12 months (d)	N/A
<u>Ultrasound Probes</u> New	12 months	12 months	N/A
Refurbished (e)	12 months	12 months	N/A
Purchased Loaner	6 months	6 months	N/A
<u>COMMENTS</u> (a) For actual catalog numbers, please contact your local GE Healthcare representative. (b) Initial period of time of use after warranty begins during which a full 100% warranty is provided for a Specialty Component(s) that fails. (c) Maximum period of time during which a Pro Rata Warranty Allowance is provided for a Specialty Component(s) that fails. The Pro Rata Warranty Allowance is calculated as follows: $1 \quad - \quad \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \quad \times \quad 100\%$ The Pro Rata Warranty Period ends at the expiration of the maximum time period. (d) Warranty coverage includes replacement of OEM/manufacture defects. One (1) replacement due to accidental damage is included within the Warranty Period. (e) Reconditioning of used equipment for which GE Healthcare has acquired ownership and/or intends to resell after additional processing. These activities include: decontamination, patient data, removal, repairs, installation of applicable updates, and other activities that are described in the existing operation/service manuals applicable to device.			



Warranty Statement: Uptime Commitment

GE Healthcare

This GE Healthcare Warranty Statement: Uptime Commitment supplements and incorporates by reference the GE Healthcare (i) Quotation that identifies the Product offering purchased or licensed by Customer; (ii) Warranty(ies); (iii) Additional Terms and Conditions; (iv) Product Terms and Conditions; and (v) General Terms and Conditions, (collectively, referred to as the "Agreement". The following provisions will apply only to eligible diagnostic imaging systems as identified in the Quotation ("Eligible Systems") and only during the warranty period:

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

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

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

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

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

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

Hours1 = A hours per day X B days per week X 26 weeks

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment: Hours3 = Hours2 X Customer's %

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

