



March 11, 2024

Ms. Alexandria Hicks, CON Program Coordinator  
DOH/FMS/ORR/Certificate of Need Program  
3601 C Street, Suite 978  
Anchorage, AK 99503-5936

Re: Request for Determination by Imaging Associates, LLC

Dear Ms. Hicks,

Imaging Associates, LLC ("IA"), an Alaska limited liability company, plans to relocate an existing Hitachi Oasis 1.2T MRI from the Anchorage facility at 3650 Piper Street, Suite A to the Eagle River facility at 12001 Business Blvd, Suite 3A. In addition, IA will be bringing radiographic/fluoroscopy (RF) services to the Eagle River suite to support the MRI for arthograms as well as other RF-related services.

IA's total expenditure on this project will be \$1,231,585. IA is requesting timely determination under 7 AAC 07.031 as to whether a Certificate of Need is required as set forth in AS 18.07 and 7 AAC 07. Our analysis, as illustrated below, indicates that we are under the \$1.5 million threshold as required by AS 18.07.031.

IA currently leases 5,631 square feet from Eagle River Medical Plaza and plans to conduct tenant improvements to repurpose existing office space to include RF shielding, concrete slab reinforcement, and a mechanical room. The anticipated tenant improvements and relocation of the Hitachi Oasis 1.2T will be approximately four to six months. Given the age of the 2015 Hitachi Oasis 1.2T MRI, IA is then planning to perform routine maintenance/upgrade of that medical equipment (without changing the scope of services that are being provided) in order to improve evaluations, diagnostics, and monitoring services for the benefit of our patients and their providers. It is not necessary to conduct the maintenance/upgrade to conduct services in Eagle River, however conducting this will be convenient to avoid unnecessary costs in the future. This routine replacement is consistent with DHSS's prior approval of IA's request for determination for the same facility from more than three years ago. Our recent telephone call with you confirmed the cost of this routine maintenance is not required to be included in the Request for Determination.

ANCHORAGE 3650 Piper Street, Ste A ■ Anchorage, AK 99508 ■ 907.222.4624 TEL ■ 907.222.4651 FAX

VALLEY 2280 S Woodworth Loop ■ Palmer, AK 99645 ■ 907.746.4646 TEL ■ 907.746.4640 FAX

EAGLE RIVER 12001 Business Blvd, Ste 3A ■ Eagle River, AK 99577 ■ 907.222.4624 TEL ■ 907.222.4651 FAX

WWW.IMAGINGAK.COM

122422754.2 0068752-00006

A summary of the expenditures is illustrated below:

EXPENDITURE	COSTS INCURRED
Architect costs	\$50,345
Hitachi Oasis MRI Fair Market Value (FMV)	\$100,000
Tenant Improvements, de-install rigging, transport, and re-install	\$930,000
Injector	\$1,500
GE C-Arm	\$149,740
<b>TOTAL</b>	<b>\$1,231,585</b>

We look forward to working closely with you in obtaining a timely determination. Please feel free to email or call me should you have additional questions.

Sincerely,

**Ward  
Hinger**

Digitally signed by Ward Hinger  
DN: C=US, OU=CEO, O=Imaging Associates LLC,  
CN=Ward Hinger, E=ward.hinger@imagingak.com  
Reason: I am the author of this document  
Location: your signing location here  
Date: 2024-02-26 11:07:22  
Foxit PhantomPDF Version: 9.7.1

Ward Hinger  
CEO

Enclosures:

Quote from Wolf Architecture  
Purchase and Sale Agreement from FujiFilm – FMV of Hitachi Oasis  
Proposal from DuClos & Associates, LLC  
Email from Bayer – FMV of Injector  
Quote from GE – cost of C-Arm



625 S Cobb, Suite 200 Palmer, Alaska 99645

September 14, 2023

Imaging Associates  
3650 Piper Street  
Suite A  
Anchorage, AK 99508

Attn: Csesalie Bates

## **Fee Proposal to provide Architectural Services for MRI Unit Tenant Improvement**

Proposal No.: P2347  
Ph: 907-330-7044  
E-mail: [csesalie.bates@imagingak.com](mailto:csesalie.bates@imagingak.com)

We are pleased to provide you with design services for the tenant improvement required to install a new MRI Unit at the Imaging Associates Eagle River location and we are looking forward to working with you and Neeser to realize this vision. This proposal indicates Scope of Work and Fees associated for services provided by Wolf Architecture. We understand this project will be constructed in 2023 building season and is to be a design- build process with Neeser Construction acting as General Contractor.

### **I. SCOPE OF WORK**

The goal of the project is to install a new MRI unit into the existing room immediate east of the existing control room. We have been provided with preliminary drawings for the FUJI Oasis Velocity system. We also understand that this installation will require a shielding system be installed and we assume that Imaging Associates will contract with the shielding vendor.

We will supply the vendors with updated design drawings and assume that Imaging Associates and/or Neeser Construction will assist WA in coordinating with Fuji and the shielding vendor to ensure updated shop drawings are provided to the design team in a timely manner enabling our team to coordinate these shop drawings into the design documents.

Bid package will include the following drawings

- Floor Plan
- Sections
- Interior Elevations
- Details
- Bid Specifications (Sheet Specifications)

## II. ACOUSTIC CONTROL

Wolf Architecture has not included a design fee for Acoustical Engineering. The Fuji drawings stipulate a 100 dB loss requirement for the enclosure. Such a stipulation is not achievable as there are no tested 100 STC assemblies. *(The higher a rating number, the lower the transmission of sound. The STC rating is roughly the decibel reduction a partition can provide. For instance, if a 100 dB noise is reduced to 55 dB, that product roughly has a STC 45 rating.)*

An STC rating of around 60dB is likely the maximum sound attenuation achievable and will require specialized attention for the wall and ceiling assemblies. Doors and windows will require tested assemblies.

We are confident that we can design and detail tested STC assemblies within the 60-68 STC range with the door and window being the limiting factors. Additionally, the code permits a 5dB loss in field tested assemblies.

If you would like us to obtain an acoustical engineer for this project we would be happy to do so as an additional cost item.

## III. HAZARDOUS MATERIAL

Wolf Architecture has not included any analysis, engineering or remediation work involved with hazardous materials as part of this project. If during this project hazardous substances are found, then it is our understanding that the Owner will contract with the General Contractor to conduct analysis and abatement of the hazardous material.

## IV. CONSTRUCTION COST

Estimating is excluded from this proposal. The General Contract is responsible for estimating the project and has full control of the budget. It is the responsibility of the Owner and General Contractor to convey any information for necessary changes to the design to the design team. The design team will assume the project is within budget until we are advised otherwise.

## V. OWNER'S RESPONSIBILITIES

- Provide Architect with requested information in a timely manner.
- Assist WA in obtaining up to date vendor shop drawings
- Render decisions in a timely manner
- All Printing costs
- State and Local Permitting Fees

## VI. PAYMENTS TO WOLF ARCHITECTURE

- Payments on account of basic services is due within 30 days of billing.
- Payments withheld in excess of 60 days will be charged interest of a rate of 2% per month.

## VII. TERMINATION

If the Owner fails to make payment(s) to the Architect, such failure shall be considered substantial non-performance and cause for termination or, at the Architect's option cause for suspension of services under this Agreement.

In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of suspension of services.

## VIII. OVERHEAD EXPENSES AND EXCLUSIONS

This fee includes all overhead expenses related to the design and production of this project except as noted below:

- Printing costs
- State and Local Permitting Fees (DEC, Fire Marshal, etc.)
- Survey, Platting or Geotechnical services
- Traffic analysis or engineering
- Inspections or materials testing
- Civil Engineering
- Landscape Design
- Fire Protection and/or Fire Alarm
- FGI Guidelines design
- Specialty medical gas systems design
- Emergency power system design
- Promotional Graphics.
- Graphic Design Services
- LEED Documentation and Certification
- Blower Door Tests and Infrared Imaging Scans
- Multiple Bid Packages (Footing and Foundation, Core and Shell, Full Permit)
- Separate Tenant Improvement Drawing Packages
- Final As-Built Drawings or Record Documents
- Revit file remains the property of the Architect and is not considered a deliverable.
- Consulting related to resolution of land use or utility locations, unless included in scope
- Physicist
- Interior Finish Selection
- Fixture, Furniture & Equipment selection
- Manufacturer specific detailing

The above noted services may be provided as a separate negotiated fee if required or requested.

## IX. DISPUTE RESOLUTION

- Claims, Disputes, or other matters in question between the parties to this agreement shall be subject to Mediation as a condition precedent to arbitration.
- The Owner and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

## X. BASIS OF COMPENSATION

### WOLF ARCHITECTURE HOURLY RATES – ARCHITECTURAL SERVICES

MANAGING PRINCIPAL	PROJ MGR/ SR ARCH	ARCH III	ARCH II	ADMIN
\$215	\$170	\$150	\$135	\$100

Design Phase	65% Design		100% Design		CA (T&M)	Total
<b>Discipline</b>						
Architecture	\$	7,200	\$	7,200	\$ 3,400	\$ 17,800.00
Coordination	\$	2,318	\$	1,928		\$ 4,245.00
Structural Design (PND)	\$	3,400	\$	3,400	T&M	\$ 6,800.00
Mechanical Engineering (JE)	\$	6,450	\$	6,450	T&M	\$ 12,900.00
Electrical Engineering (EIC)	\$	5,600	\$	3,000	T&M	\$ 8,600.00
<b>Total Fee</b>						<b>\$ 50,345.00</b>

#### REIMBURSABLE EXPENSES

- Reimbursable expenses shall include printing and reproductions; postage; courier service; and authorized travel, which may include airfare, ground transportation, lodging, meals, etc.
- Auto expense will be charged at the current IRS rate per mile. All reimbursed expenses shall be billed at 1.10 times the actual invoice cost.

### XI. FEE PROPOSAL

- Fees are indicated on a Lump Sum basis with an estimate of hours required to complete the project.
- Construction Administration is based on a time and material basis. Architectural fee illustrates a projected time estimate.

### XII. TERMS OF SERVICE

Acceptance of the Terms of Service and the Fee Proposal shall be valid for up to 3 months from the date of the Agreement document.

### XIII. COMPENSATION FOR ADDITIONAL SERVICES

- Work that is required or requested outside of the Scope of Work indicated above will be on a Time and Material basis or based on a re-negotiated Agreement. If the Scope of Work or of the Architect's services are changed materially; the amount of compensation shall be equitably adjusted.
- Owner requested design revisions, changes to building layout or program, and additional equipment coordination after Construction Documents have been completed will be on a Time and Material basis or based on a re-negotiated Agreement.
- Compensation for additional services will be on an hourly basis according to the Table of Hourly Rates indicated above.
- Reimbursable Expenses are indicated in the Fee Proposal above. In the event long distance telephone charges exceed \$25.00. Telephone costs will be submitted for reimbursement with a 10% administrative surcharge.

#### Owner

Gary Wolf, AIA LEED AP

(Printed name and title)

#### Architect

(Printed name and title)

Jernstrom Engineering, LLC  
721 Depot Drive  
Anchorage, AK 99501  
(907)522-1042  
greg@jernstromengineering.com



## Fee Proposal

### ADDRESS

attn: Gary Wolf  
Wolf Architecture  
625 S Cobb Street, Suite 200  
Palmer, Alaska 99645

FEE PROPOSAL # 2289

DATE 09/12/2023

DATE	ACTIVITY	AMOUNT
	<b>Engineering</b> Imaging Associates Eagle River - MRI: Mechanical Permit Documents, 1 @ \$12,900.00	12,900.00

### Project Description:

This fee proposal is based on the build-out for the water-cooled MRI at Imaging Associates within the Eagle River Medical Center.

### TOTAL

**\$12,900.00**

### Scope of Work:

- 1) Mechanic engineered drawings to include:
  - Chiller, pumps and chilled water piping for water-cooled MRI.
  - Climate control HVAC unit for critical environment.
  - General HVAC renovations for ancillary spaces.
  - Controls for mechanical equipment.
- 2) Mechanical specifications will be provided on the drawings.
- 3) Two drawing submittals will be provided.

### Assumptions:

- 1) Revit files of architectural drawings will be available.
- 2) Printing for bidding and review sets will be by others.
- 3) Construction administration will be on a T&M basis.
- 4) Structural engineering for mechanical equipment is not included.

Accepted By

Accepted Date

# FEE PROPOSAL



PROJECT TITLE: Imaging Associates Eagle River MRI Room Improvement  
Task: Miscellaneous Structural Design  
CLIENT: Wolf Architecture

9/12/2023

PROPOSAL NUMBER:

Prepared by: DNB

LABOR:		Project Manager Principal \$220.00	Senior Engineer I \$155.00	CAD Designer VI \$137.50	Total Hours	Labor Cost
Task	Task (Scope of Services)					
1.0	Structural Design	4	24	16	44	\$6,800
Total		4	24	16	44	\$6,800

## NOTES:

### Design scope includes:

The structural design & drawings for MRI Room improvements. The scope includes the design of the required concrete slab to support and anchor a new MRI of the existing Eagle River Mall structure. PND will provide the calculation and attachment details for the seismic restraint of the MRI and other wall and ceiling mounted equipment in the MRI room. PND will also provide engineering design support for the hanging of MRI shielding material.

Equipment mounting locations and weights to be provided by equipment manufacturers or contractor.

Structural design will be in accordance with IBC 2021.

### Design scope does NOT include:

Fee does not include geotechnical investigation.

Fee does not include Special Inspections as required by IBC.

Construction Administration is not included in this fee proposal but can be provided on a Time & Expenses basis at the rates shown above.

The fee proposal does not include the design of the MRI room walls or ceiling. However, modifications to the walls and ceiling can be designed as part of a separate fee proposal.

Fee does not include site visits. Field observations can be completed as part of a separate fee proposal.

**EIC ENGINEERS, INC.**

6927 Old Seward Highway Suite 200  
Anchorage, AK 99518  
907.349.9712

# Proposal

**ADDRESS**

Gary Wolf  
Wolf Architecture  
650 S Cobb Street. Suite 200  
Palmer, AK 99645

**PROPOSAL #** P23-4514**DATE** 09/11/2023**PROJECT NUMBER**

P23-4514

**PROJECT NAME**

Image Associates MRI

**TASKS****AMOUNT**

65% Design Phase Submittal	5,600.00
100% Design Phase Submittal	3,000.00

**Scope of Work:**

- Provide stamped electrical engineered plans for permitting and construction based on the RFP information provided to EIC Engineers.

**TOTAL****\$8,600.00****Assumptions:**

- Electrical specifications will be provided on the drawings.
- Deliverables will be in PDF format.
- Standby power generation is not included.
- Low voltage electrical will be by performance specification.
- Existing electrical systems are adequate and code compliant.
- Structural engineering is not included.
- Construction support will be on an as-requested basis billed T&M.

Please let me know if this proposal is not exactly what you needed.

Thanks,

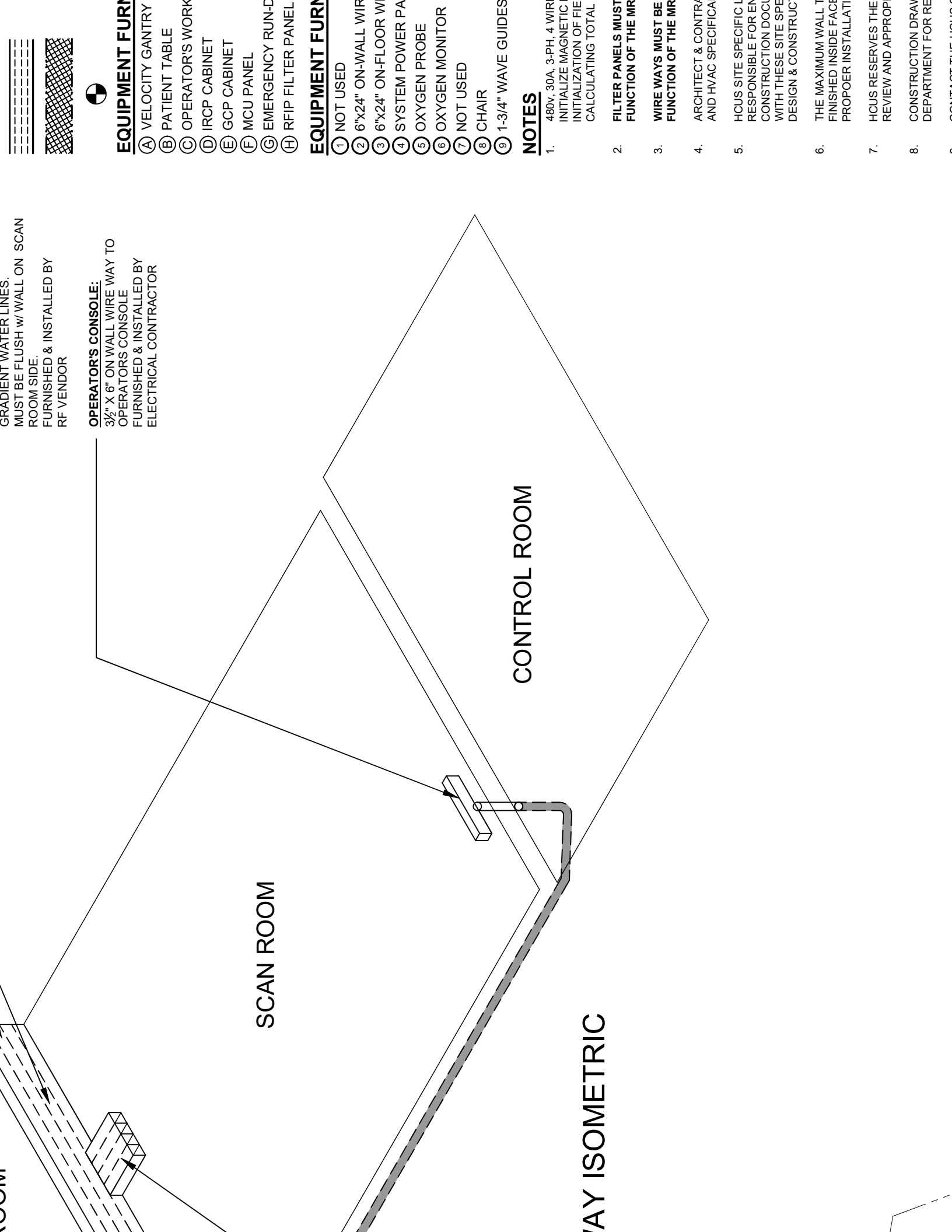
Eric Cowling, PE  
907.349.9755  
eric@eiceng.com

**Accepted By****Accepted Date**

GRADIENT WATER LINES.  
MUST BE FLUSH w/ WALL ON SCAN  
ROOM SIDE.  
FURNISHED & INSTALLED BY  
RF VENDOR

**OPERATOR'S CONSOLE:**

3½" X 6" ON WALL WIRE WAY TO  
OPERATORS CONSOLE  
FURNISHED & INSTALLED BY  
ELECTRICAL CONTRACTOR



**EQUIPMENT FURNISHED BY**

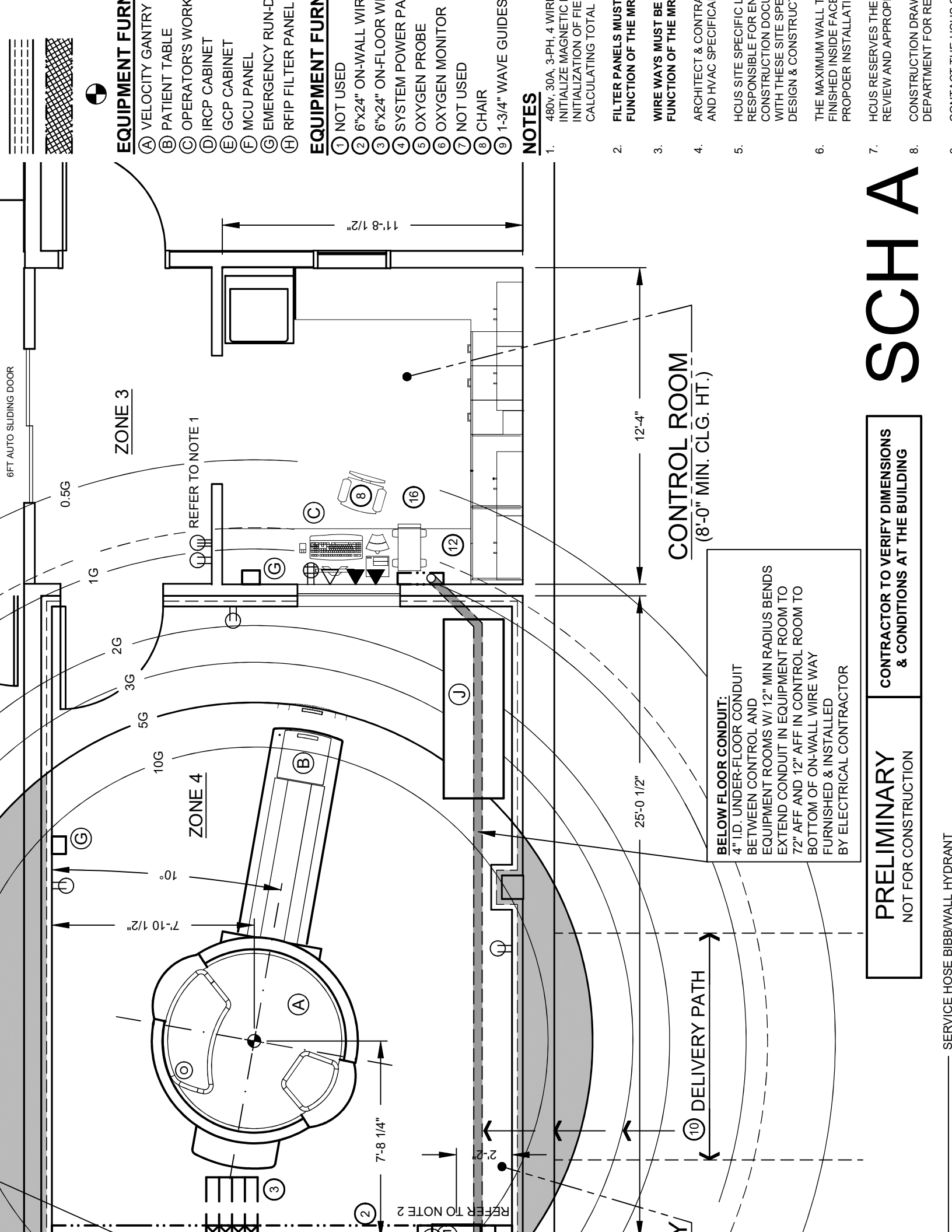
- A VELOCITY GANTRY
- B PATIENT TABLE
- C OPERATOR'S WORKSTATION
- D IRCP CABINET
- E GCP CABINET
- F MCU PANEL
- G EMERGENCY RUN-STOP
- H RFIP FILTER PANEL

**EQUIPMENT FURNISHED BY**

- 1 NOT USED
- 2 6"x24" ON-WALL WIREWAY
- 3 6"x24" ON-FLOOR WIREWAY
- 4 SYSTEM POWER PANEL
- 5 OXYGEN PROBE
- 6 OXYGEN MONITOR
- 7 NOT USED
- 8 CHAIR
- 9 1-3/4" WAVE GUIDES

**NOTES**

1. 480V, 30A, 3-PH, 4 WIRE CABLE TO BE USED FOR INITIALIZE MAGNETIC INITIALIZATION OF FIELD CALCULATING TOTAL
2. FILTER PANELS MUST BE FUNCTION OF THE MR
3. WIRE WAYS MUST BE FUNCTION OF THE MR
4. ARCHITECT & CONTRACTOR TO PROVIDE AND HVAC SPECIFICATIONS
5. HCUS SITE SPECIFIC LAYOUT TO BE PROVIDED RESPONSIBLE FOR ENGINEERING AND CONSTRUCTION DOCUMENTS WITH THESE SITE SPECIFICATIONS DESIGN & CONSTRUCTION
6. THE MAXIMUM WALL TO BE FINISHED INSIDE FACE OF THE WALL TO BE PROPOER INSTALLATION
7. HCUS RESERVES THE RIGHT TO REVIEW AND APPROVE ANY CHANGES TO THE CONSTRUCTION DRAWINGS FOR REVIEW AND APPROVAL
8. CONSTRUCTION DRAWINGS TO BE PROVIDED FOR REVIEW AND APPROVAL
9. CONTRACTOR TO BE RESPONSIBLE FOR THE INSTALLATION OF THE EQUIPMENT



- EQUIPMENT FURNISH**
- A VELOCITY GANTRY
  - B PATIENT TABLE
  - C OPERATOR'S WORK
  - D IRCP CABINET
  - E GCP CABINET
  - F MCU PANEL
  - G EMERGENCY RUN-D
  - H RFIP FILTER PANEL

- EQUIPMENT FURNISH**
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  - 4 SYSTEM POWER PA
  - 5 OXYGEN PROBE
  - 6 OXYGEN MONITOR
  - 7 NOT USED
  - 8 CHAIR
  - 9 1-3/4" WAVE GUIDES

**NOTES**

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- CONSTRUCTION DRAW  
DEPARTMENT FOR RE

**PRELIMINARY**  
NOT FOR CONSTRUCTION

**SCH A**

CONTRACTOR TO VERIFY DIMENSIONS  
& CONDITIONS AT THE BUILDING

**BELOW FLOOR CONDUIT:**  
4" I.D. UNDER-FLOOR CONDUIT  
BETWEEN CONTROL AND  
EQUIPMENT ROOMS W/ 12" MIN RADIUS BENDS  
EXTEND CONDUIT IN EQUIPMENT ROOM TO  
72" AFF AND 12" AFF IN CONTROL ROOM TO  
BOTTOM OF ON-WALL WIRE WAY  
FURNISHED & INSTALLED  
BY ELECTRICAL CONTRACTOR

**CONTROL ROOM**  
(8'-0" MIN. CLG. HT.)

DELIVERY PATH

## PURCHASE AND SALE AGREEMENT

This Agreement is entered into and made effective this \_\_\_\_ day of February 2024, by and between IMAGING ASSOCIATES, LLC, 3650 Piper Street, Suite A, Anchorage, AK 99508 (“Seller”) and FUJIFILM HEALTHCARE AMERICAS CORPORATION, 81 Hartwell Ave., Ste 300, Lexington, MA 0242 (“Buyer”).

In consideration of the premises and of the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

1. SYSTEM PURCHASE: Seller agrees to sell, and Buyer agrees to purchase from Seller one (1) OASIS MR, Serial No. M195, and all associated OASIS MR coils and accessories for the OASIS MR (the “System”).
2. PURCHASE PRICE: Buyer shall pay One Hundred Thousand Dollars (\$100,000) to the Seller upon removal of the System from its location at 3650 Piper Street, Anchorage, AK 99508 (the “Location”). Seller shall be responsible for arranging and paying for all necessary construction costs in connection with the de-installation of the System from the Location. Buyer shall be responsible for rigging and transporting the Equipment away from the Location.
3. TAXES: Seller acknowledges and agrees that Buyer is buying the System for resale and is exempt from paying certain taxes. Buyer shall provide Seller with tax exemption certificates upon request.
4. TIME IS OF THE ESSENCE: This Agreement or offer to enter into this Agreement shall automatically terminate if not fully executed by the parties hereto by February 28, 2024. Buyer will make every reasonable effort to begin the de-installation and removal of the System from the Location on or before December 31, 2024. If Buyer is not able to remove the System by December 31, 2024, for any reason, Buyer may, at its sole option, terminate this Agreement by notice to Seller and all monies paid to Seller by Buyer, if any, shall immediately be refunded to Buyer and this Agreement shall be null and void and of no further force or effect.
5. TITLE: Seller represents and warrants to Buyer that title to the System is, and shall be, free and clear of all liens, claims and encumbrances of any kind whatsoever and Seller agrees to indemnify and defend Buyer, its successors and assignees from any costs or damages incurred by Buyer as a result of any breach of the warranty herein contained. Clear unencumbered and unrestricted title shall transfer to Buyer upon Buyer’s removal of, and payment for, the System and Seller shall, upon the request of Buyer, promptly deliver to Buyer a bill of sale containing the terms set forth herein.
6. GOVERNING LAW: Ohio law shall control, govern, and apply in all disputes arising from this Agreement. Any suit directly or indirectly involving this Agreement must be filed solely in a federal or state court located in Ohio. This is a mandatory forum selection clause. Jurisdiction over claims arising, directly or indirectly, from the matters covered by this Agreement is proper exclusively in Ohio courts. Venue is proper only in courts located in Summit County, Ohio even if one or more parties to the Agreement have no contact with the selected forum in Summit County, Ohio. Consent to Ohio courts having sole jurisdiction and venue over disputes involving Buyer is a material inducement for Buyer to enter into this Agreement and, without this consent Buyer would not enter into this Agreement because Buyer’s contact with forums outside Ohio is more limited and less convenient than Buyer’s contact with Ohio.
7. RISK OF LOSS: Seller will be responsible for damages to or loss of the System until completion of de-installation from the Location.
8. INDEMNIFICATION, LIMITATION OF LIABILITY: In no event shall Buyer or its affiliates be liable for any business interruption, lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages of any kind arising in connection with this Agreement or the parties’ respective rights or obligations arising thereunder, regardless of the form of action (whether in contract, tort or any other form of liability) and regardless of whether advised of the possibility of such damages. Seller will defend, indemnify and hold harmless Buyer and its affiliates, and its and their respective directors, officers, employees, representatives, agents, successors and assigns, as well

as any of their customers buying, leasing, selling, receiving or using the System from and against any and all claims (including third party claims), demands, liabilities, losses, damages, fines, assessments, judgments, penalties, costs and expenses (including reasonable attorneys' fees), in any way relating to the failure of Seller to perform and comply with its warranties or obligations under this Agreement.

9. **MULTIPLE COUNTERPARTS**: This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and of equal force and effect. A facsimile or PDF copy of this Agreement will be as legally binding as an originally executed document delivered by other means.

10. **ENTIRE AGREEMENT**: This Agreement is intended to be the sole and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous understandings, agreements, negotiations and proposals as to the subject matter of this Agreement.

11. **AMENDMENT; WAIVER**: No provisions of this Agreement shall be deemed waived, amended or modified by any party unless such waiver, amendment or modification shall be in writing and duly signed by the party against whom the waiver or modification is sought to be enforced.

12. **SEVERABILITY OF PROVISIONS**: If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

13. **NOTICE**: Notices under this Agreement must be in writing and must be sent to each party at its address set forth below by overnight courier service or by e-mail, or, in the event of a change in any address, then to such other address as to which notice of the change is given. Notice will be deemed given on receipt.

14. **SECTION HEADINGS**: Section headings are for convenient reference only and will not affect the meaning or have any bearing on the interpretation of any provision of this Agreement.

15. **AUTHORITY**: Each person signing below represents and warrants their authority to do so and that they and the legal entity they are signing on behalf of respectively represent and warrant that they are under no legal impediment that would prevent their signing this Agreement or consummating the same.

16. **SURVIVAL**: Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 14 and 16 shall survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**IMAGING ASSOCIATES, LLC**

**FUJIFILM HEALTHCARE AMERICAS  
CORPORATION**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

[www.imagingak.com](http://www.imagingak.com)

[www.healthcaresolutions-us.fujifilm.com](http://www.healthcaresolutions-us.fujifilm.com)

**DuClos & Associates, LLC**  
General Contracting & Construction Management

Mailing Address:  
PO Box 92710  
Anchorage, AK 99509

Phone: 907-244-9933, email: [duclosinc@gmail.com](mailto:duclosinc@gmail.com)

February 1, 2024

**PROPOSAL:**

To: Imaging Associates, LLC  
Attn: Ward Hinger, Chief Executive Officer  
ph: 907-330-7044 email: [Ward.Hinger@imagingak.com](mailto:Ward.Hinger@imagingak.com)  
From: David DuClos, Sr Estimator  
Project: MRI Build Out – Imaging Associates

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Hello Ward:

DuClos & Associates LLC is happy to perform the work on the above project for a Lump Sum Price:

**Total: \$880,000 Dollars**

**In General, the Work to be Performed Will Consist of the Following:**

1. Modify existing concrete slab on grade.
2. Furnish & Install RF shielding; walls, floor and ceiling
  - a. Includes RF door and RF control room window.
3. Install RF filter panel into room.
4. Construct finish walls inside RF box.
5. Tape & paint walls
6. Install ceiling grid and acoustical ceiling tiles
7. Install vinyl flooring.
8. Install storage and process casework
9. Modify fire sprinkler system
10. Modify plumbing system

11. Modify HVAC system
12. Upgrade & install electrical power system
13. Install interior room lights, switches & outlets
14. Install data / communication cabling
15. Coordinate with Vendor to mount MRI Equipment

**Qualifications:**

1. Work to be performed during normal working hours.

**Insurances:**

1. DuClos & Associates LLC carries the insurance limits as outlined in Exhibit A, attached, for Workers Compensation, Commercial General Liability and Business Auto Liability.

**Billing and Payments:**

1. Progress payments to be submitted monthly.

Please give me a call with any questions you might have.

Sincerely,



David DuClos,  
Managing Member  
Sr Estimator

## Exhibit A – Insurance Limits

- 1) Workers Compensation:
  - (a) State: Statutory
  - (b) Applicable federal: Statutory
  - (c) Employer's Liability: \$ 500,000 per accident  
\$ 500,000 Disease, policy limit  
\$ 500,000 Disease, each employee
- 2) Commercial General Liability (including premises-operations; Independent Contractors' protective; products and completed operations; broad form property damage, XCU hazards):
  - (a) Bodily Injury: \$ 1,000,000 each occurrence
  - (b) General aggregate limit: \$ 2,000,000
  - (c) Products and completed operations limit: \$2,000,000
  - (d) Personal and Advertising injury limit: \$ 1,000,000
- 3) Business Auto Liability (including owned, non-owned and hired vehicles):
  - (a) Bodily Injury / property damages: \$ 1,000,000 Combined Single Limit

## Csesalie Bates

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**From:** Csesalie Bates  
**Sent:** Monday, February 26, 2024 10:21 AM  
**To:** Csesalie Bates  
**Subject:** FW: Bayer Alaska Visit and Introduction

-----Original Message-----

From: Mike Stafford <mike.stafford@bayer.com>  
Sent: Wednesday, October 18, 2023 2:19 PM  
To: Scott Woodring <Scott.Woodring@imagingak.com>; Milo Williamson <milo.williamson@bayer.com>  
Cc: Csesalie Bates <Csesalie.Bates@imagingak.com>; Matthew Villa <matthew.villa@bayer.com>  
Subject: RE: Bayer Alaska Visit and Introduction

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are expecting the content. If the emails seems suspicious please contact: support@imagingak.com

Hi Scott,

Thank you for the call back. As we discussed, the value of an injector of that age (5.7 years) as a trade to Bayer is \$1500.

Mike Stafford  
Senior Portfolio Sales Consultant

////////////////////

Bayer U.S. LLC  
Pharmaceuticals, Radiology  
One Bayer Drive  
Indianola, PA 15051  
United States

Mobile: 916-671-2868  
E-mail: mike.stafford@bayer.com  
Web: radiologysolutions.bayer.com

-----Original Message-----

From: Scott Woodring <Scott.Woodring@imagingak.com>  
Sent: Wednesday, October 18, 2023 12:56 PM  
To: Milo Williamson <milo.williamson@bayer.com>  
Cc: Mike Stafford <mike.stafford@bayer.com>; Csesalie Bates <Csesalie.Bates@imagingak.com>; Matthew Villa <matthew.villa@bayer.com>  
Subject: RE: Bayer Alaska Visit and Introduction

Thanks so much Milo. I look forward to the value of the older one :).

Scott

-----Original Message-----

From: Milo Williamson [mailto:milo.williamson@bayer.com]

Sent: Wednesday, October 18, 2023 11:51 AM

To: Scott Woodring <Scott.Woodring@imagingak.com>

Cc: Mike Stafford <mike.stafford@bayer.com>; Csesalie Bates <Csesalie.Bates@imagingak.com>; Matthew Villa <matthew.villa@bayer.com>

Subject: Re: Bayer Alaska Visit and Introduction

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[HIPAA Seal]

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## Quotation Summary

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116  
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Cesalie Bates**  
**Director of Administration**  
**Imaging Associates LLC**  
3650 Piper St Ste A  
Anchorage, AK 99508-4651  
Phone: 907-330-1243

Quote Expiration Date: **04/12/2024**  
Direct Inquiries To: **Kevin Coleman**  
NW C-ARM SPECIALISTS  
804 S. 280th St  
Des Moines, WA, 98198  
Work Phone: 503-780-1320  
Cell Phone: (503) 780-1320  
Email: kevin.coleman@ge-surgery.com  
Fax: (805) 830-0477

### Elite 9" II ESP & ABOVE PROMO OEC - Vizient (XR0534)

Part Number	Qty	Product Description	List Price	Net Price
S7005LR	1	OEC Elite™ I.I. 9" Digital Mobile Super C-arm ESP (Expanded Surgical Platform) with OEC Touch	<b>\$193,000.00</b>	<b>\$137,500.00</b>
S7004JM	1	OEC Elite™ Software Package Upgrade: ESP to PMCare (Pain Management Care Platform with up to 8 fps Cine)	<b>\$16,000.00</b>	<b>\$12,240.00</b>
<b>Total Investment:</b>			<b>\$ 209,000.00</b>	<b>\$149,740.00</b>

All discounts, if any, provided under this Agreement are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required to satisfy 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, [Buyer] shall fully and accurately reflect in cost reports or other submissions to federal health care programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to [Buyer] by [Seller] concerning the discounts.

#### ***\*See Optional Items page for details and purchasing***

S7004NS	1	9" Laser Aimer with English Language Manual	\$4,600.00	\$3,519.00
S7005MB	1	Wireless Footswitch Kit	\$3,500.00	\$2,677.50
S7004GC	1	Sony UP-971AD Hybrid Graphic Printer	\$3,200.00	\$2,448.00
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D	\$3,000.00	\$2,295.00



# Quotation

GE Healthcare – OEC 384 Wright Brother Drive Salt Lake City, UT 84116  
Payment remit to address: GE Healthcare OEC 2984 Collections Center Drive Chicago, IL 60693

To: **Cesalie Bates**  
**Director of Administration**  
**Imaging Associates LLC**  
3650 Piper St Ste A  
Anchorage, AK 99508-4651  
Phone: 907-330-1243

Quote Expiration Date: **04/12/2024**  
Direct Inquiries To: **Kevin Coleman**  
NW C-ARM SPECIALISTS  
804 S. 280th St  
Des Moines, WA, 98198  
Work Phone: 503-780-1320  
Cell Phone: (503) 780-1320  
Email: kevin.coleman@ge-surgery.com  
Fax: (805) 830-0477

## Elite 9" II ESP & ABOVE PROMO OEC - Vizient (XR0534)

Part Number	Qty	Description	List Price	Net Price
S7005LR	1	<b>OEC Elite™ I.I. 9" Digital Mobile Super C-arm ESP (Expanded Surgical Platform) with OEC Touch</b> OEC ELITE  ESP Software  9 Inch Image Intensifier: Experience renowned image quality; tri-mode imaging capabilities at 9 inch, 6 inch, and 4.5 inch; and easily removable grid  Super C-arm: Designed to enhance C-arm movement and positioning capabilities for optimal imaging: manual adjustment of lateral rotation, cephalad/caudal tilt, wig-wag, and horizontal motion; 145° orbital rotation (55° overscan and 90° underscan); 33.0" (84 cm) depth in arc; 8.0" (20 cm) horizontal travel; 18.0" (46 cm) vertical travel; cable pushers and low resistance wheels; motorized vertical lift; and low-profile X-ray tube  OEC ELITE STANDARD PACKAGE:  Imaging: OEC Touch, a 15.6" (40 cm) intuitive	\$193,000.00	\$137,500.00



Part Number	Qty	Description	List Price	Net Price
		touchscreen operator control; Live Zoom up to 4x with no change in technique; Digital Pen; image annotation; measurement tools; SmartMetal; AutoTrak Automatic Brightness Stabilization (ABS); General-Purpose Dynamic Range Management (GDRM); Minimal Difference Spatiotemporal noise filter (MDST); noise filter with on-screen indicator; automatic and manual digital brightness and contrast control; negate mode; save/auto-save feature; swap/auto-swap feature; last image hold; 40,000 image storage; preset imaging profiles: General, General HD, Pediatric, Orthopedic, and Spine; and multi-functional footswitch and handheld controls		
		Image Viewing: Incredible detail displayed with 32" (81 cm) 4K UHD color display with anti-glare and touchscreen capabilities; Viewing versatility with articulating monitor display for optimal viewing with travel of 45" (114 cm) horizontal, 17" (43 cm) vertical, 27" (67 cm) forward, and 5° up/ 5° down tilt		
		Workstation with Intuitive User Interface: SmartConnect start up; ergonomically designed handles and low friction wheels; multi-purpose image directory; integrated DICOM interface; room-in-use indicator interface; examination list and customized patient information Dose Management: Selectable modes can be used alone or in combination and include standard, HLF, pulse, low dose, digital cine pulse and digital spot; on-screen PreView Collimator; Smart Window; radiation dose structured report (RDSR) and X-ray dose summary		
		X-ray Generator and Power Management: 15 kW power from standard wall outlet; patented generator battery buffer design; power monitoring with on-screen display; controlled shutdown process; accidental power loss protection with a 20 second battery back-up power to workstation and C-arm Connectivity: Multiple ports including: ethernet, room interface, video output, video input, USB		



Part Number	Qty	Description	List Price	Net Price
		Security: Linux based operating system; password protection; blank screen function; deidentify patient information  Warranty: One-year warranty  OEC Clinical Excellence: Up to 2 days of in- service training by ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for CE credits approved by the ASRT; includes all CIS travel expenses; additional on-line training materials will be provided for future reference. Any additional days for training and/or case support are available for purchase.		
S7004JM	1	<b>OEC Elite™ Software Package Upgrade: ESP to PMCare (Pain Management Care Platform with up to 8 fps Cine)</b> OEC Elite™ Software Package Upgrade: ESP to PMCare (Pain Management Care Platform with up to 8 fps Cine)  OEC Elite™ Software Package Upgrade: ESP to PMCare (Pain Management Care Platform with up to 8 fps Cine, Subtraction, Peak Opacification and Reference Image Hold) OEC Clinical Excellence: Up to 1 day of in-service training by our ARRT certified Clinical Imaging Specialists (CIS) during warranty period; entails up to 8 hours of training per day on system function/operation, provided from 7am to 5pm, Monday through Friday, excluding holidays; post-training skills assessment; radiographers may be eligible for Continuing Education credits approved by the American Society of Radiologic Technologists (ASRT); includes all CIS travel expenses; additional on-line training materials will be provided for future reference.	\$16,000.00	\$12,240.00

**Total Investment:      \$209,000.00      \$149,740.00**

All discounts, if any, provided under this Agreement are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required to satisfy 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, [Buyer] shall fully and accurately reflect in cost reports or other submissions to federal health care programs all discounts provided under this Agreement and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to [Buyer] by [Seller] concerning the discounts.

## Optional Items

Please initial by net price items you wish to purchase.

<b>Part Number</b>	<b>Qty</b>	<b>Description</b>	<b>List Price</b>	<b>Net Price</b>	<b>Initials</b>
S7004NS	1	9" Laser Aimer with English Language Manual	\$4,600.00	\$3,519.00	_____
S7005MB	1	Wireless Footswitch Kit	\$3,500.00	\$2,677.50	_____
S7004GC	1	Sony UP-971AD Hybrid Graphic Printer	\$3,200.00	\$2,448.00	_____
S7006AZ	1	Wireless DICOM, Touch, Without SIM, Point of Sale Usage, OEC Elite / 3D	\$3,000.00	\$2,295.00	_____

Quote Total **\$149,740.00**

Additional Items \$ \_\_\_\_\_

Grand Total \$ \_\_\_\_\_

Signature \_\_\_\_\_

**Customer Name & Address:** Imaging Associates LLC/ | 3650 Piper St Ste A |s Anchorage, AK 99508-4651

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

**OEC 100% Uptime Guarantee:** During the warranty, if the Product fails to perform for a period in excess of 24 hours (excluding inoperability due to user misuse, operator error, acts of God, planned maintenance, or other non-manufacturer defects), then OEC will extend the warranty by 1 month for each full day of downtime during the weekday period. The Product is deemed to have failed if it is out of service and unavailable for imaging patients or diagnosing images on the display console. Peripheral equipment does not fall under the 100% Uptime Guarantee.

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

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

\*Terms of Delivery: **FOB DESTINATION**  
 \*Billing Terms: **100% billing at Ship Completion (Fulfillment) / Delivery**  
 \*Payment Terms: **45 DAYS NET**  
 \*Quotation Expiration Date: **04/12/2024**  
 \*Governing Agreement (GPO or SAA): OEC - Vizient (XR0534) (If none, Standard GE Healthcare Terms and Conditions Apply)

\*Preferred Delivery Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 \*Will Accept Delivery as Early as: \_\_\_\_/\_\_\_\_/\_\_\_\_ or [ ] ASAP  
 \*Indicate Form of Payment (If there is potential to finance with a lease transaction, by GE Healthcare Equipment Finance ("GE HEF") or otherwise, select lease)  
 \_\_\_\_ Cash/Third Party Loan\* \_\_\_\_ GE HEF Lease \_\_\_\_ GE HEF Loan  
 \_\_\_\_ Third Party Lease (Please identify the finance company): \_\_\_\_\_  
 \*Please select Tax status of order: \_\_\_\_ Exempt from Sales & Use Tax (Note: GEHC must have current Tax Exemption Certificate)  
 \_\_\_\_ Subject to Sales & Use Tax

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

**Imaging Associates LLC**

OEC Medical Systems, Inc., a GE Healthcare business



2/19/24

**Authorized Customer Representative**

Date

Authorized Representative

Date

Print Name and Title

Chad W. Kendell, VP, Surgery Sales  
 Print Name and Title

Customer Purchase Order #

## Optional Financing

### Please initial to indicate interest to finance

GE Healthcare Financial Services financing programs helps customers take advantage of the latest technology and improve clinical outcomes, all while preserving working capital and liquidity. 1 in 4 customers elect to finance through GE and 90% are approved within one business day after receiving the attached application.

Please see the options below to leverage the Flexibility, Liquidity, and Efficiency benefits of partnering with GE Healthcare Financial Services.

Finance Options	Term	Monthly Payment Amount *	Initial
FMV Lease (Fair Market Value)	60 Months	\$2,514.18	

**\* FMV monthly payment assumes applicable trade in applied to 1st payment and all monthly payments do not include applicable taxes.**

For additional financing options or questions, please reach out to your Healthcare Financial Services representative **at**. To proceed, please initial the preferred option above and fill out the attached Finance Application.

Financing above to be provided by GE Healthcare Financial Services, a component of GE HFS, LLC ("GEHFS"). This is not a binding commitment on the part of GEHFS or any person to provide financing and any such commitment would be in a separate written lease contract signed by GEHFS following satisfactory completion of GEHFS' due diligence, internal review and approval process (which approvals have not yet been sought or obtained). Nothing herein is to be construed as constituting tax, accounting or legal advice by GEHFS to any person. Unless and until separate financing is agreed to by the parties, the GE Healthcare payment and billing terms set forth in the Quotation will continue to apply.

All pricing is subject to final investment and credit approval. If equipment quote includes the benefit of a trade in, the proposed financing applies the trade in value as the first payment for the Fair Market Value option and nets it out for Capital Lease option. The proposed financing does not include any optional items selected, coverage for optional service, or taxes.

All monthly payments are in arrears and subject to an increase for any and all applicable taxes. The monthly payments presented above are estimates calculated, in part, using an interest rate based on our cost to acquire the funds required to purchase the equipment as of the date hereof and remain subject to change. Your lease contract will reflect any such change and we will communicate any such change to you. If a monthly payment is provided on or before December 31st of any calendar year, but the lease does not commence until on or after January 1st of the following calendar year, the monthly payments may be adjusted by GEHFS to preserve its after-tax economic yields and cash flows and you will be notified of any such adjustments. GEHFS reserves the right to syndicate this financing to a financing partner and may make available to such financing partner any information provided (including any third-party credit report(s)) provided to or obtained by GEHFS in connection with this financing. You hereby authorize GEHFS to file an initial Uniform Commercial Code financing statement that identifies the equipment or any other assets subject to this proposed financing. If for any reason the proposed financing is not approved or funded, upon your satisfaction in full of all obligations to GEHFS, GEHFS will cause the termination of such financing statements.

**Transaction Overview & Business Profile**

Equipment Description:					New	Used	Upgrade Vendor:		
Term:	12	24	36	48	60	Other:			
Purchase Option:	FMV	\$1	Other:						
Legal Name:									
Entity:	Corporation	LLC	Partnership	Sole Proprietor	Professional Entity	Government	Other:		
Tax Exempt:	YES	NO	(If YES, please attach sales tax exemption certificate.)						
Federal Tax ID #:			Date Established:			Registered State:			
d/b/a Name:					Gross Annual Revenue:				
Company Website:	YES	NO	Direct Link:	www._____		# of Physicians:			
Contact Name:			Contact Email:			Contact Phone #:			
Business Address:						Phone #:			
Equipment Site Address:						Phone #:			

**Ownership Profile**

Number of Principals:	_____	Development Company:	YES	NO	Management Company:	YES	NO
Related or Affiliated Entities:							

**Corporate Principals/Guarantors**

Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____
Name:	_____	Federal Tax ID #:	_____	Ownership %:	_____

**Individual Principals/Guarantors**

Name:					D/O/B:			
Social Security #:	_____	Ownership %:	_____	Physician:	YES	NO	Years of Industry Experience:	_____
Name:					D/O/B:			
Social Security #:	_____	Ownership %:	_____	Physician:	YES	NO	Years of Industry Experience:	_____
Name:					D/O/B:			
Social Security #:	_____	Ownership %:	_____	Physician:	YES	NO	Years of Industry Experience:	_____
Name:					D/O/B:			
Social Security #:	_____	Ownership %:	_____	Physician:	YES	NO	Years of Industry Experience:	_____

**\*If more principals/guarantors than space allows, please attach itemized disclosure including names and ownership percentages**

Applicant hereby authorizes the release of business and/or personal credit information to (1) General Electric Company, GE HFS, LLC and their affiliates, successors and assigns individually and collectively, "GE", from any source including credit bureau reporting agencies and Applicant's bank for the purpose of extending credit, (2) Equipment Vendor it's successors and assigns, any purchaser or potential purchaser of GE's interest in this application and any resulting agreement between Applicant and GE, and/or (3) any credit reporting agency. Applicant hereby represents all information contained in this application and authorization is true, correct and complete. A photostatic copy of this application and authorization shall be valid as the original. Signer represents and warrants that he or she is authorized to execute this authorization and release regarding credit information on behalf of the Applicant. Applicant hereby authorizes GE (or its designee, assignee or potential assignee) to execute and file any UCC financing statements in its name upon approval of the application. Applicant and any guarantor(s) expressly consent(s) to the contact by GE (or its designee, assignee or potential assignee) at the email addresses and phone numbers listed on this application.

By signing this application, the undersigned authorizes GE (or its designee, assignee or potential assignee) to require the undersigned's guarantee as a condition of the approval of this credit application as deemed necessary by GE (or its designee, assignee or potential assignee) in its sole discretion.

**Authorization to Obtain Consumer Credit Report:** By signing below, each undersigned individual, who is either a principal of Applicant or personal guarantor of its obligations, provides written instruction to GE or its designee (and any assignee or potential assignee thereof) authorizing review of his or her personal credit profile from a national credit bureau. Such authorization shall extend to obtaining a credit profile in considering this application and subsequently for the purposes of update, renewal or extension of such credit and for reviewing or collecting the resulting account. A photostatic or facsimile copy of this authorization shall be valid as the original.

**IF MORE THAN ONE INDIVIDUAL (NON-ENTITY) LESSEE: It is our intent to apply for joint credit \_\_\_\_\_ (each individual (non-entity) Lessee to initial in space provided)**

Signature:	X _____	Signature:	X _____
------------	---------	------------	---------

Name:	Date:	Name:	Date:
(Please Print Here)		(Please Print Here)	

Signature:	X _____	Signature:	X _____
------------	---------	------------	---------

Name:	Date:	Name:	Date:
(Please Print Here)		(Please Print Here)	

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580. If your application for business credit is denied or conditionally approved, you have the right to a written statement of the specific reasons for the denial or the conditional approval. To obtain the statement, please send a written request to GE HFS, LLC, ATTN: Risk Manager, 9900 Innovation Drive Wauwatosa, WI 53226 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial or condition within 30 days of receiving your request for the statement. Please save a copy of this document for future reference.

**Establishing a relationship with GE:** To help the United States Government fight terrorism and money laundering, it is GE's policy to request information that identifies each person or business that establishes a relationship with us. Therefore, for businesses, we will ask for your business name, street address and taxpayer identification number. For individuals, we will ask for your name, street address, date of birth and Social Security number. Thank you for your cooperation.

# Customer Information Form

## Bill to Address:

Bill to Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

## Customer Delivery Address

Delivery Contact Name	
Telephone	
Facility Name	
Address	
City, State Zip	

## Delivery Information

Does delivery require a lift gate truck? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Does delivery require a *small* lift gate truck? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Is loading dock available? \_\_\_\_\_ Yes \_\_\_\_\_ No

## Additional Shipping Information:

--

## \*\*\*Mandatory Information if ordering Wireless Dicom

Network Contact Person: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

What Network will you be using? ☐ Wired ☐ Wireless

Method of Assigning IP: ☐ DHCP (Auto) ☐ Manual IP:

Gateway IP: \_\_\_\_\_ Subnet Mask: \_\_\_\_\_

Primary DNS: \_\_\_\_\_ Secondary DNS: \_\_\_\_\_

Enter a primary and secondary Domain Name Server if used at your site. Otherwise, leave blank.

AE Title: \_\_\_\_\_ Station Name: \_\_\_\_\_

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

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

3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

#### 4. **Commercial Logistics**

##### 4.1 Order Cancellation and Modifications.

4.1.1 Cancellation. If Customer cancels an order prior to shipment without GE Healthcare’s written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer’s order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 Used Equipment. Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2 Site Preparation. Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare’s written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

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

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

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

##### 4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications (“Equipment Test Period”). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and

(iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

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

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

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

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

**4.8 Mobile Equipment.** GE Healthcare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer’s planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use.

**4.9 Audit.** GE Healthcare may audit Customer’s use of Software, Subscription and Healthcare Digital Products to verify Customer’s compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE Healthcare’s reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE Healthcare may terminate Customer’s Software license, Subscription or use of the Healthcare Digital Product.

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

## **5. Security Interest and Payment.**

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

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

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

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

**7. Subscriptions.** The following terms apply to all Subscriptions (excluding Healthcare Digital Products).

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

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

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

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

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

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

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

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

## **8. General Terms.**

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

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

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

8.4. Assignment; Use of Subcontractors. Neither party may assign this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other party; provided, however, that either party may assign this Agreement and any or all rights and obligations under this Agreement to any of its affiliates upon prior written notice to the other party; provided, further, that no such assignment shall release either party from any liability under this Agreement. Notwithstanding anything to the contrary in this Agreement, GE Healthcare may assign this Agreement and all of its rights, interests and obligations under this Agreement to a GE Healthcare Subsidiary (as defined below), subject to the GE Healthcare Subsidiary agreeing to be bound by all of the terms and conditions of this Agreement and assuming all of the rights, interests and obligations of GE Healthcare under this Agreement. Immediately upon such assignment and assumption, automatically and without the requirement of any further action by any person or entity, (i) all references in this Agreement to GE Healthcare shall instead apply to GE Healthcare Subsidiary unless the context otherwise requires and (ii) GE Healthcare shall be unconditionally and irrevocably released and discharged from any and all liabilities and obligations under or in connection with this Agreement. "GE Healthcare Subsidiary" means a majority owned direct or indirect subsidiary of GE Healthcare Parent. "GE Healthcare Parent" means an entity that (A) has at the time of such assignment and assumption (or concurrently therewith) an investment-grade unsecured corporate credit rating issued by each of Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (or any successor thereto), and Moody's Investors Service, Inc. (or any successor thereto), and (B) has succeeded to ownership, directly or indirectly, of substantially all of the assets formerly owned by the GE Healthcare business of the General Electric group of companies. Notwithstanding anything to the contrary in this Agreement, in the event of any change of direct or indirect ownership of GE Healthcare in connection with the previously-announced separation of the General Electric group of companies, regardless of the form such separation takes, the other party hereby acknowledges and consents to the change of ownership of GE Healthcare as part of such separation. GE Healthcare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

8.5. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

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

## **9. Compliance.**

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

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

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

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

9.5. Training. GE Healthcare's training does not guarantee that: (i) Customer trainees are fully trained on Product use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product. Unless otherwise identified in the training catalog, Customer will complete training within 12 months of: (a) the date of Product delivery for a Product purchase; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE Healthcare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the equipment Quotation. Recording of GE Healthcare training sessions is prohibited.

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

9.7. Connectivity. If a Product has remote access capability: (i) Customer will provide GE Healthcare with, and maintain, a GE Healthcare-validated remote access connection to service the Product; or (ii) GE Healthcare reserves the right to charge Customer for onsite support at GE Healthcare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

9.8. Use of Data.

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

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

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

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

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

## **10. Disputes and Arbitration**

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

## **11. Liability and Indemnity.**

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

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

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

11.4. General Indemnification.

11.4.1. GE Healthcare will indemnify, defend and hold Customer harmless from losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused

by GE Healthcare's: (i) design or manufacturing defect; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

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

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

## **12. Payment and Finance.**

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

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

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

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

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

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

### 14.2 Scope.

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

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

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

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

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

14.2.6 Warranty. GE Healthcare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

14.2.7 Exclusions. GE Healthcare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE Healthcare; (ii) use in a manner or environment for which GE Healthcare did not design or license the Products, or in violation of GE Healthcare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and

programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE Healthcare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE Healthcare; (x) any cause external to the Products or beyond GE Healthcare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

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

## 1. **Warranty.**

- 1.1. **Equipment.** For non-customized Equipment purchased from GE Healthcare or its authorized distributors, unless otherwise identified in the Quotation, GE Healthcare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE Healthcare or its authorized distributors.
- 1.2. **Software.** For Software licensed from GE Healthcare, GE Healthcare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.
- 1.3. **Services.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.
- 1.4. **Used Equipment.** Certain Used Equipment is provided with GE Healthcare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE Healthcare.
- 1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).
- 1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE Healthcare’s warranties.
- 1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.
- 1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

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

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

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

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

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE Healthcare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE Healthcare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE Healthcare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

## 4. **Exceptions to Standard Warranty.**

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

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

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

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

**Performix 160A (MX160) Tubes:** 3 years

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

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer (“OEM”) guidelines. use that

causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

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

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

Warranty covers defective parts and components and includes: (i) repair at GE Healthcare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

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

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

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

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

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

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

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

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

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

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

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

**Exergen:** 4 years

**Microenvironment and Phototherapy consumable components:** 1 month

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

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

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

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

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year

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