



GE Healthcare

Date: 10-05-2016
Quote #: PR7-C51546
Version #: 7

V A Northern Indiana Health Care
2121 Lake Ave
Fort Wayne IN 46805-5100

Attn: Virginia Glow
2121 Lake Ave Fort Wayne
IN 46805-5100

Customer Number : 1-23KN25
Quotation Expiration Date: 11-25-2016

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

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

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

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

Governing Agreement:	Government-DI-DSCP and VA
Terms of Delivery:	CIF
Billing Terms:	80% delivery / 20% Installation
Payment Terms:	NET 30
Total Quote Net Selling Price:	\$331,840.00

INDICATE FORM OF PAYMENT:

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

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

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

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

CUSTOMER

Authorized Customer Signature Date

Print Name Print Title

Purchase Order Number (if applicable)

GE HEALTHCARE

Bradley Drapp 11-07-2016

Signature Date

Product Sales Specialist

Email: bradley.A.drapp@ge.com
Office: +1 859 321 6073
Mobile: 859-321-6073
Fax: 859-201-1283



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Total Quote Selling Price	\$331,840.00
Trade-In and Other Credits	\$0.00

Total Quote Net Selling Price	\$331,840.00

To Accept this Quotation

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

Bradley Drapp

Office: +1 859 321 6073

Mobile: 859-321-6073

Email: bradley.A.drapp@ge.com

Fax: 859-201-1283

Payment Instructions

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

GE Healthcare

P.O. Box 96483

Chicago, IL 60693

To Accept This Quotation

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

"Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms.

Signature page on quote filled out with signature and P.O. number.

*****OR*****

Verbiage on the purchase order must state one of the following: (i) Per the terms of Quotation #_____; (ii) Per the terms of GPO#_____; (iii) Per the terms of MPA #_____; or (iv) Per the terms of SAA #_____. Include the applicable quote/agreement number with the reference on the purchase order.

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



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GPO Agreement Reference Information

Customer: Virginia Glow
Contract Number: V797P-6019B
Start Date: 12/16/2005
End Date: 02/18/2016

Billing Terms: 80% delivery / 20% Installation
Payment Terms: NET 30
Shipping Terms: CIF

Thank you for the opportunity to build a partnership together in patient care. GE Healthcare is dedicated to providing innovative products, services, and solutions that improve patient outcomes while facilitating more efficient and economical patient care processes. We share your commitment to providing the best by helping you deliver first-class care every step of the way.

All items listed on this quote are considered OPEN MARKET items – they are not covered under any current agreement.

The details of our proposal are as follows: NET 30

Cage Code: 1V332

General Electric Company

3000 N. Grandview BLVD

Waukesha, WI 53188-8161

DUNS #: 073838534

Large Business

For Government Contract questions, please feel free to contact Philip Goodridge at 610-731-1527 or Philip.Goodridge@ge.com. For Government payment/billing questions, please feel free to contact Bill Brockman at 414-721-2749.

After your review, if you have any questions, please do not hesitate to contact me at the below listed number.



Qty	Catalog No.	Description	Ext Sell Price
1	S1202JT	<p>Dual Detector with 80kW Generator XR656P 2D BASE W AUTORAD</p> <p>Discovery XR656 Plus Base System with TWO FlashPad Detectors</p> <p>The Discovery XR656 Plus is an advanced digital radiographic imaging system that provides excellent image quality, a variety of image manipulation and post-processing tools as well as the option to utilize GE Healthcare's exclusive advanced clinical applications. Powered by FlashPad, GE's wireless digital detector, workflow is streamlined with TWO portable detectors that can be used in the table, wall-stand or freely to best accommodate most 2D exam requirements as well as advanced radiographic requirements.</p> <p>At its core, the Discovery XR656 Plus delivers improved productivity through an efficient and intuitive workflow. The base system comes equipped with a systems cabinet, acquisition review workstation, image processing tools, short-term storage and quick in-room viewing of images. Also included is a host of networking and connectivity options, dose reporting and system maintenance. These features are designed to make this system easy to use and reliable while providing high quality radiographic images in a digital environment.</p> <p>The Discovery XR656 Plus's core feature set can help streamline even the toughest exam. Consistent image quality helps reduce retakes, and unique image processing helps save time. With DICOM connectivity, the Discovery XR656</p>	\$242,285.90



Qty	Catalog No.	Description	Ext Sell Price
		<p>Plus connects easily to HIS, RIS or PACS for efficient data transfer.</p> <p>The Discovery XR656 Plus base system includes:</p> <p>Two wireless Digital Detectors with batteries and optional tether.</p> <ul style="list-style-type: none">o Single panel (non-tiled) amorphous silicon detector with a Cesium Iodide scintillator and two handgrips that facilitate easy positioning and a secure grip.o Wireless connectivity through Ultrawide Band Technology for fast, efficient and secure communications between the detector and the base system.o Image area 40.4 cm x 40.4 cm (15.9 in. x 15.9 in.)o Active matrix 2022 x 2022 pixels.o Pixel pitch 200 microns.o Typical upper dynamic range 7.8 mR @ RQA5.o Typical DQE 68 @ 0lp @ RQA5.o Weighs 4.32 kg (9.52 lb.) without battery, 0.18 kg (0.40 lb.) battery weight.o Dimensions: L 580 mm, H 452 mm, T 24 mm.o Can support up to 160 kg (352 lb.) of distributed load.o Battery or tethered operated. Includes two rechargeable and exchangeable batteries and 7 m cable (4 m or 10 m optional) for optimal connectivity and power.o One 6:1 clip-on grid for FlashPad detectors.o Battery allows for 150 images to be taken in 3 hours.o QAP (Quality Assurance Procedure)o FlashPad detector can support Advanced Applications that are options available on	



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		<p>the Discovery XR656 Acquisition Workstation</p> <p>The Acquisition Workstation is the primary interface to the network and provides image post-processing capabilities. The System Controller Module provides single point control, directing and coordinating overall system operation, while monitoring all system modules automatically through software.</p> <p>The Acquisition Workstation includes:</p> <ul style="list-style-type: none">o Two 19-inch Flat Panel Monitors that help minimize desktop space required.o Keyboard and Mouseo CPU Tower with 6GB RAM, 320 GB of hard drive storage and capacity for over 22,000 images.o 120/140 VAC, 50/60 Hz.o Easy Image Manipulation ando Image Display Tools which include:<ul style="list-style-type: none">o Window width and levelo Gray scale/contrast inverto Interpolated zoom and roamo Image flips (horizontal, vertical) with automatic indicatoro Image Rotate - 90 degree incrementso Free rotation - 360 degreeso Image orientation managemento Electronic Left/Right Markerso Free text annotationo Manual shutteringo Image Annotations and Measurement Toolso Multi-Resolution Post Processingo Customizable Image Processing to Matcho User Preferences	



Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none">o CD-RW and DVD Drive for Image Archiveo Image Viewer on Archive CD's and DVD'sAcquisition Control Systemo Single Point System Control and Monitoring.o Auto-Protocol Programming: comes with default set of exam and view protocols and the ability to build an infinite number of exams or views through the editor function. User also has the ability to attach acquisition protocols.o System manager allows equipment error logging and provides resident power-up diagnostics.o kVp selections range from 40-150 in 1 kVp incrementso Focal Spot Sizes of 0.6 and 1.2 mm - mAPatient Managemento DICOM Modality Worklist for HIS/RIS - SCU (with programmable auto refresh)o Patient edit/auto-folding (Copy exam)o Patient Dose Reporting Calculated Dose Monitoring (mGy)o "Patient Directory" provides fast access to the image and exam database for case reviews and file management.o Detector Exposure Indicator: tool for detector dose feedback to ensure exposure was within normal limits.o Emergency Patient Exam CapabilityEmergency patient feature - allows user to open exam and acquire images without a worklist entry.o The Copy Patient function allows merging of the patient information with the exam	



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		<p>images.</p> <ul style="list-style-type: none">o Fast Image Display - Average time for a partially processed image is approximately three seconds and less than eight seconds for a fully processed image. Times may vary based on how the detector is connected to the system (i.e. docked, tethered or wireless)o Set of default adult and pediatric protocols allows quick selection of the appropriate techniques for common procedures/exams with the ability to define unlimited number of custom protocols.o Set of 4 Factory (GE pre-set) image processing selections (looks) optimized for each anatomical view with the ability to define multiple Custom looks for each anatomical view/ patient size combination.o Automatic image storage and print with DICOM 3.0 and IHE Compliant networking, further increasing exam throughput and decreasing examination time for patients. <p>Image Quality and Dose</p> <ul style="list-style-type: none">o Multi-resolution image processing capabilityo Tissue Equalization used to correct over-penetrated and under-penetrated areas within the image.o Auto and manual image shuttering cropping tool.o Automated brightness/contrast setting (Smart Windowing)o Orthopedic Magnification/Print.o Detector Exposure Index (DEI) - dose	



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		<p>tracking and QC metric.</p> <ul style="list-style-type: none">o Dose Area Product (DAP) - entrance dose metric.o Grid Line Reduction (selectable)o Intelligent Collimator Edge Detection automated, image based cropping/shuttering tool that relies solely on image information to locate the collimator edges present in the image.o Orthopedic Magnification/Print <p>DICOM and Standard Networking Capabilities</p> <p>Images may be transmitted manually or automatically through the DICOM interface to printers, archival devices, servers or review workstations.</p> <p>Please refer to the DICOM Conformance Statement for complete definition of supported DICOM connectivity services.</p> <p>DICOM and Standard Networking Capabilities include:</p> <ul style="list-style-type: none">o Ethernet Network Link - DICOM 3.0.o DICOM Storage (with auto-send to different locations)o DICOM Storage Commitment (with programmable auto delete function)o DICOM Modality Worklist for HIS/RIS (with auto refresh)o DX/CR Worklist Filtering.o DICOM Media Interchange on DVD-R.o DICOM Modality Perform Procedure Step (MPPS) feedback to the HIS/RIS (SPS PPS)o DICOM Grayscale Print (with print layout at the console)o DICOM Query/Retrieve (retrieves images back	



Qty	Catalog No.	Description	Ext Sell Price
		<p>from PACS)</p> <ul style="list-style-type: none">o System Access & Authorization Control to support HIPAA Compliance.o Full Range of Printing Options.o Numerous Layout and Format Options. <p>Systems Cabinet</p> <ul style="list-style-type: none">o Built-in System Distribution Power Module and Circuit Breaker for Single Point Power Feed to Room Subsystemso Modular Designed X-ray Systems Based on a Digital Communications Network for Improved Reliability and Image Quality. <p>Quality Control/System Reliability Features Preventing customer experienced system failures and reducing unplanned system downtime are critical.</p> <p>The following features help to achieve these goals:</p> <ul style="list-style-type: none">o Using the integrated system Quality Assurance Procedure (QAP), image quality checks can be easily performed by the customer.o The QAP includes a phantom, optimized for Digital Image Quality testing and is included with the system.o System changes are highlighted and can be corrected before they become a problem. <p>Discovery XR656 Overhead Tube Suspension</p> <p>The Overhead Tube Suspension (OTS) system with motorized movement delivers excellent levels of operational support for efficient operation and precise positioning.</p> <p>The Overhead Ceiling Tube Suspension Package includes:</p> <ul style="list-style-type: none">o Auto-Positioning Package (included in base)	



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		<ul style="list-style-type: none">o Auto-Positioning enables the users to select a predefined system position from the system console and automatically move the equipment by simply holding the "Auto Positioning" buttons. This feature reduces user fatigue and increases the productivity of the operator.o Auto-Positioning is controlled at the acquisition workstation or with the IR remote control, allowing the user to remain in the room while moving the system.o Pre-set positions at the table, wallstand and park position at various SIDs and vertical and horizontal orientations.o Auto-Positioning will incorporate angulation of the tube, longitudinal, lateral, rotational and vertical positioning of OTS, table detector longitudinal positioning, wallstand detector vertical positioning.o Auto-Positioning comes with 7 default positions and up to 10 additional user defined positions can be added to the system.o Tube and Detector Tracking Synchronized tube and detector tracking enables convenient workflow by keeping the tube correctly aligned with the wall-stand or table detector.o Motorized 5-axis movements Supported Positions: park, table 100 cm SID (head, center, foot), wallstand 100 cm and 180 cm	



Qty	Catalog No.	Description	Ext Sell Price
		<p>CID, and horizontal wallstand 100 cm SID.</p> <ul style="list-style-type: none">o IR Remote - The infrared remote is an in-room control allowing the technologist greater flexibility & ability to pre-position the system automatically in preparation for the next clinical exam/view.o Auto or manual positioning with single lock release and auto detents for assisted manual positioning.o Touch-screen user interface with LCD screen display helps confirm patient data, review techniques, receptor selection and modify/confirm wireless detector association. The easy to Read, Auto Rotating user screen also includes a message readout line and easy to see light indicators.o Patient Side Touch Screen User provides the following functions to the user:<ul style="list-style-type: none">o Lock, Detent Controlo Field of View Image Size Selectiono Collimator Field Light Selectiono Technique Adjust (kVp, mAs)o Receptor Selection (table, wallstand, wireless or cassette)o Exam Inhibit Displayo Collimator Manual Overrideo Position Display (Source-to-Image Distance, X-ray Tube Angle, Column Rotation Angle)o Display of Patient Name for In-Room Verification (this feature can be disabled)o Repeat and Reject Analysis for the	



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		<p>Discovery XR656</p> <p>The Repeat and Reject Analysis (RRA) software package is a quality control (QC) application available for the Discovery XR656 that allows for repeat or reject images to be captured and categorized by technologist. It is designed to help track and analyze the X-ray repeat rate</p> <ul style="list-style-type: none">o The easy-to-use operator interface helps technologists classify each image they reject and to select a specific reason for the repeat /image rejection.o RRA can be a helpful teaching tool because it includes links to actual JPEGs of the rejected images to help the user analyze why the image was rejected.o The RRA application tracks the rejected image data by operator, exam type, date and reason code.o Reports can be exported in DVD, CD or USB format for ease of use. <p>Auto Field of View for the Discovery XR656</p> <p>Auto Field of View enables the user to pre define the collimation size on an individual view basis. Helps improve workflow by reducing the time it takes to make the final collimation adjustment for a particular exam.</p> <p>Auto Protocol Assist for the Discovery XR656</p> <p>Auto-Protocol Assist - the Discovery XR656 system will automatically transition directly to the Acquire screen when the protocol code downloaded from the HIS/RIS (automatically performed with worklist refresh) matches the exam code contained in the protocol database.</p>	



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		This tool eliminates the user steps required to select patient exam types and initiate an exam.	
1	S2100LL	2, 3, or 4 Meter Longitudinal Drive Belt Kit	Incl.
		2, 3 or 4 Meter Longitudinal Drive Belt Kit	
1	S2100JC	Inboard Rail Select	\$1,227.62
		2, 3 or 4 Meter Longitudinal Rail Select (Dependent on Room Size)	
1	S2100ME	2, 3, or 4 Meter Bridge Select	Incl.
		2, 3 or 4 Meter Bridge Select (Dependent on Room Size)	
1	S2100MF	2, 3, or 4 Meter Bridge Cable Select	Incl.
		2, 3 or 4 Meter Bridge Cable Select	
1	S2100MG	2, 3, or 4 Meter Bridge Cable Drape Select	Incl.
		2, 3 or 4 Meter Bridge Cable Drape Select	
1	S1200WT	Required Language Labels	Incl.
		Required System Language Labels - English	
1	S1201KB	80kW High Frequency Generator	\$18,886.43
		80kW High Frequency Generator, 50 or 60Hz The high frequency 80kW power unit is designed for radiographic applications and utilizes microprocessor controlled power and parameter adjustment	
		Specifications:	
		<ul style="list-style-type: none"> 1000mA at 80kVp 800mA at 100kVp 	
		Input Power: 360-480VAC, 3 Phase, 60Hz	
		kVp Range: 40-150kVp, 1kVp increments	
		kVp Accuracy: 3% +/-2kVp mA Range:	
		<ul style="list-style-type: none"> Small Focal Spot: 10-320mA Large Focal Spot: 160-1000mA 	



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Qty	Catalog No.	Description	Ext Sell Price
1	S1202KA	XR656 PLUS OD TBL W 100 Elevating table with floating tabletop and 3 AEC ion-chamber. Includes cross lateral detector holder. 100 cm Focus Table Grid - 100 cm (40 inch) focus - 12:1 ratio, 70 lines/cm	\$26,980.61
1	S39222FP	TABLE REAR FOOT PEDAL Table Rear Foot Pedal	\$1,079.22
1	S1202KB	XR656 Plus WS w 100+180 Discovery XR656 Plus Tilting Wallstand with Standard Length Arm Discovery XR656 Plus Digital Tilting Wallstand is designed for radiography applications with the patient standing, sitting or lying on a guernsey. The Discovery XR656 Plus wallstand is designed for use with GE's exclusive FlashPad wireless digital detector, overhead tube suspension and ion chamber. The FlashPad wireless digital detector can be operated docked, tethered or in a wireless digital cassette mode. <ul style="list-style-type: none"> • The wallstand is motorized. Electromagnetic braking secures vertical motion. • Motorized receptor tilting controlled with either IR remote control or hand switches located on the arm. • Vertical motorization of the wallstand with foot switch or IR remote control. • Auto-tracking from the overhead tube suspension. • Graphic outlines of image sizes and ion chamber scan areas on the front panel enhance accuracy and safety. Preparation is fast and simple for better patient throughput. • The wallstand tilts from -20 degrees to 90 degrees. • The wallstand grids are removable from the side. • It is configurable for either left or right side insertion. • The wallstand come with one removable grid • 180 cm (72 in.) focus grid with a SID range of 145 cm - 245 cm (70 lines/cm, 13:1 ratio) • Automatic Exposure Control (AEC) utilize three ion chamber sensors, which are mounted between the patient and digital detector. • Includes patient handgrips and a lateral support bar. 100 cm Focus Wallstand Grid - 100 cm (40 inch) focus - 13:1 ratio, 70 lines/cm 	\$21,584.49
1	S39212UP	UPS Uninterrupted Power Supply	\$1,079.22
1	E4502ST	25 KAIC X-Ray Main Disconnect Panel 80 Amp, 480 V / 208 V	\$2,581.50

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Qty	Catalog No.	Description	Ext Sell Price
		25 KAIC X-Ray Main Disconnect Panel 80 Amp, 480 V / 208 V	
		FEATURES/BENEFITS	
		<ul style="list-style-type: none"> Serves as the main power disconnect between the X-Ray system and the facility 480V or 208V power source Provides emergency shut down, undervoltage protection and overcurrent protection for the X-Ray power distribution cabinet Standardized design provides a platform for future upgrades of the system Offers a number of advantages by combining a variety of individual components into a single pre-engineered and factory tested panel UL and cUL listed for compliance with NEC Article 100 and Article 110-3 Remote emergency off pushbutton located by X-Ray control provides immediate shut down of the entire system to comply with NEC required disconnecting means Surface or semi-flush mounting 	
		SPECIFICATIONS	
		<ul style="list-style-type: none"> Dimensions (H x W x D): 48" x 20" x 6.68" Weight: 80 lbs. Mounting: via keyhole slots; Width is 16" on centers, Height is 45.5" on centers 	
		COMPATIBILITY	
		<ul style="list-style-type: none"> GE Three Phase X-Ray generators 	
		NOTES:	
		<ul style="list-style-type: none"> Customer is responsible for rigging and arranging for installation with a certified electrician ITEM IS NON-RETURNABLE AND NON-REFUNDABLE 	
1	R0126RY	REV DIGITAL RAD SYSTEM IR	\$14,315.00
		Revolution Digital Rad Systems (Class/Lab)	
		The Revolution Digital Rad Systems service training consists of an online course & 1 week of in-residence class and labs. The systems taught in the course include: Revolution XQI, Revolution XRd (Gipeto), Revolution XRd-2x (Lightning), Definium 8000 (Thunder), Optima XR640, and Discovery XR650. This course must be taken within 2 years from the purchase date.	
5	R0100CM	Meals And Lodging Expense	\$925.00
		Meals and Lodging Expense has been developed to allow the customer the convenience of prepaying for their meals and lodging expenses when attending Technical Service Training at the GE	



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		<p>Healthcare Institute located in Waukesha, WI.</p> <p>The price of this convenience is based on a per day basis. Thus a quantity of 1 is equal to 1 day's meals and lodging expense. When purchasing the meals and lodging expense please be mindful of weekend days during the training stay and include 2 days to cover a weekend in the purchase quantity.</p> <p>Examples: A 5-day course needs a quantity of 5. Any course longer than 5 days should include 2 days to account for the weekend stay. Any course longer than 10 days will require an additional 4 days of the meals and lodging expense to cover the 2 weekends of the stay. Thus a 15-day course would have a quantity of 19 days to cover the 2 weekends of the stay. This expense must be used within 2 years from the purchase date.</p> <p>Three meals a day Monday thru Thursday, 2 meals on Friday, pluse breaks are provided in the onsite cafeteria. The GE Healthcare Institute cafeteria closes Friday after lunch and reopens Monday morning for breakfast. Weekend meals are the responsibility of the customer.</p> <p>Only for In-resident courses to be taken at the GE Healthcare Institute.</p>	
1	R0101CM	Airfare Expense	\$895.00
		<p>The AIRFARE EXPENSE has been developed to allow the customer the convenience to prepay their roundtrip Airfare expenses when attending Technical Service Training at the GE Healthcare Institute located in Waukesha, WI. To be used for engineers attending In-Resident Class/Lab courses for Diagnostic Imaging.</p> <p>Customer will make their Airfare arrangements thru the GE Travel Center. Specific directions will be provided to the customer upon confirmation of class. Please note that this expense must be used within 2 years of the purchase date</p>	
1	S39212KY	WALLSTAND CABLE SELECT	Incl.
		Connection cables for the wallstand	
1	S39232KZ	Table cable select	Incl.
		Table cable select	

Quote Summary:

Total Quote Net Selling Price **\$331,840.00**

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



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

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

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

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

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

4. Commercial Logistics.

4.1. Order Cancellation and Modifications.

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

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

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

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

4.4. Delivery, Returns and Installation. Delivery dates are approximate. Products may be delivered in installments, and Customer will pay for the delivery as invoiced. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and

interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment requiring installation, if GE Healthcare delivers the Equipment but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party.

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

4.6. Acceptance.

4.6.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) unencumbered 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) unencumbered access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE Healthcare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the "Go-Live Date" as defined in the Quotation.

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

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

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

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

5. **Security Interest and Payment.**

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

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

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

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

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

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

7. **X-Ray Uptime Commitment**. GE Healthcare will provide an uptime commitment during warranty for x-ray Equipment (excluding peripherals) if Customer provides GE Healthcare with: (i) access to the x-ray Equipment through a secure connection meeting Specifications and industry best practices; (ii) notice of changes that impact Customer's connection; and (iii) prompt and unencumbered access to the x-ray Equipment. The "Uptime Commitment" for x-ray Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems is 97%. Other Products may be eligible for an uptime commitment if identified in the Quotation.

If GE Healthcare fails to meet the Uptime Commitment over a 26-week period, it will extend the warranty as follows:

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

Uptime is calculated as follows:

$$\left(\frac{\text{UptimeBase} - \text{Downtime}}{\text{UptimeBase}} \right)$$

"Uptime Base" = ("a" hours per day X "b" days per week X 26 weeks) – (Planned Maintenance ("PM") hours during prior 26 weeks), where "a" hours per day and "b" days per week are determined by the standard warranty for the X-Ray Equipment. "Downtime" is the number of hours during which the X-Ray Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that the X-Ray Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when the X-Ray Equipment is available for clinical use. To be eligible for the Uptime Commitment, Customer must maintain a performance log that includes data required to calculate Downtime.

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 or the Service is provided will govern this Agreement.

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

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

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

9. Compliance.

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

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

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

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-GE Healthcare parts are used. Certain Products are designed to recognize GE Healthcare-supplied tubes and report the presence of a non-GE Healthcare tube; GE Healthcare is not responsible for the use of, or effects from, non-GE Healthcare supplied tubes.

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

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

9.7. Connectivity. Customer must provide GE Healthcare unencumbered access to the Products, network cabling and communication equipment as necessary. If a Product has remote access capability, Customer must provide GE Healthcare with, and maintain, remote access to the Product by a GE Healthcare-validated connection to permit GE Healthcare to perform Services. If remote access is not provided, Customer

will be charged for onsite support at GE Healthcare's then-current overtime rates. The remote connection and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE Healthcare disable it.

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 such term is defined in 45 C.F.R. § 160.103 ("PHI") under this Agreement, it will only use and disclose the PHI as permitted by law and by the Business Associate Agreement between the parties.

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

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, Liability, and Indemnity.

10.1. Dispute Resolution. The parties will first attempt to resolve in good faith any disputes related to this Agreement. Violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm for which the award of money damages alone is inadequate. GE Healthcare may: (i) seek injunctive relief and any other available remedies; and/or (ii) immediately terminate the license grant and require Customer to cease use of and return the Software and Third Party Software. Other than these violations or collection matters, unresolved disputes will be submitted to mediation prior to initiation of other means of dispute resolution.

10.2. Limitation of Liability. GE HEALTHCARE'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DIRECT DAMAGES INCURRED BY CUSTOMER FROM ANY CAUSE, REGARDLESS OF THE FORM OF ACTION, ARISING UNDER THIS AGREEMENT OR RELATED HERETO, WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE OR SUBSCRIPTIONS, THE AMOUNT OF THE SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS IMMEDIATELY PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER IN ACCORDANCE WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY WILL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

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

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

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

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

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

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



1. Warranty.

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

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

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

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

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

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

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

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

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

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

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

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

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

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

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

GE OEC Refurbished C-Arms: 1 year after installation

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

LOGIQ e, Venue and related transducers and peripherals purchased with them: 5 years, except the following have a 1 year warranty:

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

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

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

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

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

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

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

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

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

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

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

Exergen: 4 years

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

Microenvironment and Phototherapy expendable components: 1 month

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

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

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

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

Tec 7 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years