

## GE HEALTHCARE GENERAL TERMS AND CONDITIONS

References herein to "products" and "services" mean the products (including equipment and software) and services purchased by Customer as identified on the applicable GE Healthcare Quotation.

### 1. General Terms.

**1.1. Confidentiality** Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors) software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

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

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

**1.4. Assignment** Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

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

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

### 2. Compliance.

**2.1. Generally** This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.



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

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

**2.4. Environmental Health and Safety** Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

**2.5. GE Healthcare-Supplied Parts** GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

**2.6. Training** Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

**2.7. Medical Diagnosis and Treatment** All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### 3. Disputes; Liability; and Indemnity

**3.1. Waiver of Jury Trial** EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

**3.2. Limitation of Liability** GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.



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**3.3. IP Indemnification** GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

#### 4. Payment and Finance

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

**4.2. Affiliate Billing** If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

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

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



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## GE HEALTHCARE SERVICE TERMS AND CONDITIONS

**1. Initial Inventory Verification** Within ninety (90) days of assuming initial service responsibility, GE Healthcare will complete an inventory of the Product ("Product" means that equipment and software owned or leased by Customer as identified on the applicable GE Healthcare Quotation including GE-equipment and non-GE equipment unless specifically stated) to ensure accuracy. Any Product that cannot be located will be removed from the Product Schedule. Following completion of the inventory, GE Healthcare will provide a copy of the revised Product Schedule for Customer's review and, upon Customer's signed acceptance, the Product Schedule will become final. Upon completion of the inventory, GE Healthcare will make the appropriate adjustments to Total Normal Fixed Charges ("Total Normal Fixed Charges" means the total fixed amount to be paid under an Agreement for Support ("Service Agreement"). It does not include additional charges for services, other items not covered by the Service Agreement but requested by Customer, or any variable charges, if any. GE Healthcare reserves the right to perform periodic additional audits to confirm then-existing inventory.

**2. Product Inspection** Any Product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with OEM specifications ("Operating Condition") when added to the Product Schedule. GE Healthcare may inspect any Product that has been without GE Healthcare warranty or Service Agreement coverage for more than thirty (30) days. The Service Agreement will be effective for such Product only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then-current list prices.

**3. Modifications** Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current standard applicable contract rate.

Product(s) sold by Customer or scrapped by Customer may be deleted from coverage under this agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to be deleted and the effective date of such deletion, whereby GE Healthcare will decrease the price established in this agreement by the portion of the existing price allocated to the deleted product(s). Pricing adjustments shall take effect on the later of (a) the sixty (60) days notice or (b) the date that the product(s) is actually sold or scrapped from clinical use. After the date of any price adjustment for product(s) deletion, neither party will have any further obligations under this agreement for service with respect to the deleted product(s) except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this agreement that, by their terms, must extend beyond the date of the price adjustment. For sake of clarification of this paragraph, Customer shall have no right to terminate this agreement at its convenience, or remove any product from this agreement at its convenience.

**4. Inflation Adjustment** After the first year of the Service Agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than the prior twelve (12)-month increase in the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than five percent (5%) annually and Customer will be notified by GE Healthcare at least sixty (60) days prior to any adjustment.

**5. Warranties** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. **NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY.** GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.



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6. **Software License** GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

7. **Independent Contractor** GE Healthcare and Customer are independent contractors and nothing contained in this Service Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

8. **Customer Responsibilities** In addition any other Customer Responsibilities throughout this Service Agreement, Customer is responsible for the following:

- Ensuring satisfactory power quality and grounding for all Products.
- Providing all operating and maintenance manuals, warranty information, OEM maintenance requirements, and related materials, including diagnostic software and other tools, pertaining to each non-GE Product. GE Healthcare will acquire any additional necessary operating and maintenance materials that are available at Customer's expense. All such operating and maintenance materials will remain or become Customer property.
- Repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights or software. Additionally, Customer is responsible for any cosmetic repairs to the Products.
- Updates for non-GE manufactured Products, as are subject to the policies and conditions imposed by the relevant manufacturer.
- Prior to the commencement of any services hereunder, provide to GE Healthcare (and those employees that will be working on Customer's site) a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury) located in or on Customer's site that GE Healthcare's employees may be exposed to and/or expected to handle and any associated Material Safety Data Sheets. Customer shall take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will be performing service at the site, including taking all necessary or legally required actions to properly store, remove and/or remediate any safety conditions or hazardous materials, as well as, maintain a reasonably safe operating environment in accordance with legal requirements so that GE Healthcare can safely perform the services.
- System Database Management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls and security related hardware and/or software).
- Designating a Customer employee (and an alternate) to as Customer's Product administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing service, and will place service calls in accordance with those GE Healthcare protocols provided to Customer in writing.

9. **End of Product Support Announcement (Non-GE Product).** Customer agrees to provide GE Healthcare with all information Customer receives regarding end of product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove end-of-life Products from the Product Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such Products to the End of Life Offering applicable to the specific Product.

10. **End of Support Announcement (GE Product).** If GE Healthcare announces to its customers that it will no longer offer support ("End of Life") for a Product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare Service Agreements, with an appropriate adjustment of charges, without otherwise affecting such Service Agreements. GE Healthcare will use commercially reasonable efforts to continue its support obligations under the Service Agreement for any Product or component that is approaching its End of Life for as long as it is covered by the Service Agreement. Alternatively, at the request of Customer GE Healthcare will move such GE Product to the applicable End of Life Offering.



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11. Connectivity (Applies Only to Products with InSite™ or iLinq™) Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, or other secure remote access reasonably requested by GE Healthcare to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Service Agreement. For Products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Product error or malfunction.

12. Return to Manufacturer Authorization ("RMA") / Repair Depot If GE Healthcare, at its sole discretion requires that Customer return Products for service to the GE Healthcare Repair Depot, in lieu of GE Healthcare servicing on-site, such repair service is included at no additional charge. Customer is responsible for any damage incurred during shipment from Customer facility to GE Healthcare Repair Depot.

13. Exclusions Unless expressly indicated on the Product Schedule, this Service Agreement does not cover

- X-ray tubes, image intensifier tubes, detectors, crystals, probes, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, and cosmetic upgrades or any other parts used to correct/enhance the aesthetic appearance of the Product; GE Healthcare will charge Customer separately for such items.
- Any defect or deficiency (including failure to conform to Product Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris.
- Payment or reimbursement of any facility costs arising from repair or replacement of the Product.
- Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer, unless such coverage is provided by GE Healthcare as indicated on the Product Schedule.
- Expendable supply items.
- Stockpiling of replacement parts.
- Any non-GE hardware or software that was not commercially available from the OEM on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software.
- Service required under an OEM's warranty or with respect to Product upgrades, installations, certification surveys or Product relocation
- Consultation, training or other assistance with Customer use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare.
- Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes.
- For MR systems, any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer.
- For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

14. Product Specific Schedules

14.1. CT Specific Schedule

14.1.1. Annual CT Usage Adjustment Normal Fixed Charges have been determined according to Customer's estimate of annual total patient exam volume. GE Healthcare will monitor system usage and tube usage based on patient exams, or in slices depending on Customer's system. When usage is measured in slices, GE Healthcare will infer an approximate number of total patient exams according to the conversion 40 slices = 1 Patient Exam ("Patient Conversion"). Where usage is monitored by slices, if GE Healthcare determines, based on the Patient Conversion, that Customer's actual annual patient exam volume may exceed Customer's estimate or any later-revised usage level, GE Healthcare will request, and Customer agrees to provide, reasonable written verification of the actual annual total patient exam volume. GE Healthcare may adjust Normal Fixed Charges ("Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Service Agreement), based on actual usage at anytime, but not more than once every twelve (12) months. Adjustments shall be made to future billings only.



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14.2. X-Ray Tube Schedule

14.2.1. CT/X-RAY Tube Support New Tube (N) Coverage If indicated on the Product Schedule, GE Healthcare will install a new tube when the term of this Service Agreement begins. Customer agrees to pay GE Healthcare for this tube at the end of this Service Agreement, at GE Healthcare's then-prevailing tube price, upon receipt of GE Healthcare's invoice.

14.2.2. GE Healthcare's Additional Responsibilities for X-Ray Tube Support GE Healthcare will provide, on an exchange basis, X Ray tubes GE Healthcare normally sells to replace failed X-Ray tubes in Customer's Product. As part of this service, GE Healthcare will perform a basic Product inspection to verify the overall operation of the Product. Tube Coverage does not cover Product service or repair. If a tube failure occurs within thirty (30) days after GE Healthcare installs a tube, GE Healthcare will waive its installation charge for its installation of the replacement tube, provided (i) the replacement tube installation is during GE Healthcare's applicable coverage hours, (ii) GE Healthcare determines that the tube failure was not caused by a Product problem, and (iii) GE Healthcare determines that Customer has fulfilled all Customer responsibilities with respect to the affected Product under this Service Agreement during the applicable time period. If GE Healthcare determines the Product has a problem that has materially affected or could materially affect tube operation or usage, Customer must correct the problem before the replacement tube will be installed.

14.2.3. Customer Additional Responsibilities for X-Ray Tube Support

- Customer will maintain a Product maintenance and repair program, including tube warm up, strictly in accordance with written planned maintenance and repair requirements GE Healthcare provides to Customer.
- Customer will repair the Product only with repair parts that meet GE Healthcare's repair part specifications.
- Customer will protect the Product configuration against alteration except as authorized in writing by GE Healthcare or performed by GE Healthcare or GE Healthcare's contractor.
- An operating tube of Customer's will already be in the Product when the term of this Service Agreement begins. No credit will be provided to Customer for its operating tube; there will be no charge to Customer for the tube in the Product at the end of this Service Agreement.

14.3. MR Schedule14.3.1. Magnet Maintenance for MR systems with Lhe/Ln and Shield Cooler Configured Magnets and CondenserConfigured Magnets (K4 Technology):

The following terms apply if Magnet Maintenance coverage is indicated on the Product Schedule:

## GE Healthcare Responsibilities:

- Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils).
- Monitor the level of cryogenics within the magnet's cryostat, based on Customer's cryostat meter readings.
- Perform cryostat vacuum re-pumping at intervals OEM deems appropriate.
- Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

## Customer Responsibilities:

- Ensure that any cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and that GE Healthcare is immediately notified if it is not.
- Ensure that the water chiller system used in conjunction with the cryo-cooler system of the Product (including those in vans or trailers in transit) is in operation at all times and suitably maintained.

14.3.2. Magnet Maintenance for MR Systems With Permanent Magnets

The following terms apply if indicated on the Product Schedule:

- GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair, or replacement.

14.3.3. Cryogen Coverage for all MR systems

The following terms apply if indicated on the Product Schedule:

## GE Healthcare Responsibilities:

- Refill the cryostat with cryogenics as necessary.
- Schedule the delivery of cryogenics to the site.
- Transfer cryogenics to the Product's cryostat. Unless otherwise agreed, cryogen transfill service will occur between 9 PM and 6 AM. GE Healthcare is not liable for any loss of cryogenics during transfer to the cryostat and makes no representation regarding transfer efficiency.

## Customer Responsibilities:

- Inform GE Healthcare in writing of Customer designated cryogen representative for the delivery of cryogenics to the site, authorize Customer designated cryogen representative to act with Customer's full authority to provide GE Healthcare accurate cryostat meter readings and receive notifications from GE Healthcare relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only).
- Provide an appropriate delivery dock and storage facility.

14.3.4. Cryogen Cost Increases

In the event that GE Healthcare's cost for cryogenics increases or decreases by more than fifteen percent (15%), as measured against GE Healthcare's cost as of the effective date of this Service Agreement or the cost to GE Healthcare on the date of the most recent adjustment, if any, under this paragraph, GE Healthcare may increase or decrease Customer's Normal Fixed Charges under this Service Agreement in an amount equal to such cost increase upon no less than sixty (60) days' prior written notice to Customer.



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Line	Serial #	Service Offering	Covered product Description	Service Start	Service End	Term Months	Net Extended Price
1		COMPREHENSIVE W_SW SPPT 24 X 7	ASSY MUSE V7 ML370G6 RACKABLE	10/01/2012	09/30/2017	60	\$300,271.25



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