

Hospital Vendor Contract – Summary Sheet

1. Name of Contract: GE Precision Healthcare, LLC CT Purchase & Service Contract
2. Contracted Parties: GE Precision Healthcare, LLC and Mangum City Hospital Authority
3. Contract Type Services: Purchase replacement CT Scanner and 6 Year Svc. Agreement.
4. Description of Services: Purchase the GE Revolution (64 slice) Maxima CT to include de-installation of the current outdated GE CT (16) slice, installation and training. Purchase also includes 72 month service contract, quicker testing times, coronary artery screening, lung screening and competitive testing outcomes when compared to surrounding medical centers. As we've continued to discuss equipment needs with our providers this item is at the top of their list. This proposed CT will allow our providers including our clinic to order local CT screening acceptable to multiple specialist referral sources. Lastly, we currently spend approximately \$60,000 per year for a service contract on our old outdated machine.
5. Cost: ☒ \$634,686 (Total Price)
6. Term: 6 Years
7. Termination Clause: NA



GE Precision Healthcare, LLC

June 10, 2021

Daniel Coffin, CCO
Mangum Regional Medical Center
1 Wickersham St.
Mangum, OK 73554

Kirk Snodgrass
Imaging Account Manager
Dallas Region

GE Precision Healthcare, LLC
9900 West Innovation Drive
Wauwatosa, WI 53226

Phone: 806-620-2360
Email: kirk.snodgrass@ge.com

Daniel,

Thank you for your interest in GE Healthcare's **Revolution Maxima CT Proposal**. Equipment quotes include de-installation, installation, 1-year warranty on all parts/labor and all training applications needed. Service quotes include all parts, labor and full tube coverage. Below is a summary of the equipment quote and service quote including 5 years total costs.

Revolution Maxima ES CT W/Medrad Injector	\$ 364,221.30
60 Additional Months of Service (\$59,601/year-6 month skip)	\$ 270,464.50
TOTAL EQUIPMENT	\$ 364,221.30
TOTAL SERVICE	<u>\$ 270,464.50</u>
TOTAL COST OF OWNERSHIP – 72 MONTHS	\$ 634,685.80



June 11, 2021
Quote Number: **2008006494.4**
Customer ID: **13835**
Agreement Expiration Date: **9/8/2021**

Mangum Regional Medical Center
1 Wickersham St
Mangum, OK 73554-9117

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

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

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

Governing Agreement:	GEHC Standard Terms Apply
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	\$364,220.40
Sales and Use Tax Exemption	No Certificate on File

IMPORTANT CUSTOMER ACTIONS:

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

☐ Cash

☐ GE HFS Loan

☐ GE HFS Lease

☐ Other Financing Loan

☐ Other Financing Lease

Provide Finance Company Name _____

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

Mangum Regional Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Kirk Snodgrass

Title: Account Manager - VASO Mfr Rep

Date: June 11, 2021

To Accept This Quotation

Please sign and return this quotation together with your Purchase Order to:

Name: Kirk Snodgrass

Email kirk.snodgrass@ge.com

Phone:

Fax:

Payment Instructions

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

GE Precision Healthcare LLC

P.O. Box 96483

Chicago, IL 60693

FEIN: 83-0849145

Mangum Regional Medical Center**Addresses:**

Bill To: MANGUM REGIONAL MEDICAL CENTER

MANGUM REGIONAL MEDICAL CENTER, ACCOUNTS PAYABLE
1 WICKERSHAM DR MANGUM, OK, 73554

Ship To: MANGUM REGIONAL MEDICAL CENTER

1 WICKERSHAM ST MANGUM, OK, 73554-9117

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 a 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
Your correct SHIP TO and BILL TO site name and address
The correct Total 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 applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through _____), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

Catalog Item Details

Line	Qty.	Catalog
	1.00	Y0000LC

Pricing Non-Disclosure Language

List Price
\$0.00

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty.	Catalog
	1.00	S7881AH

Revolution Maxima ES

List Price
\$700,000.00

GE's Revolution Maxima is a new standard computed tomography, powered by artificial intelligence technology that delivers a streamed line workflow for better ease of use and operational efficiency. For better clinical performance, Revolution Maxima has Clarity Imaging Chain consists of Clarity Detector, DAS, PerformixTM40 Plus X-ray Tube and ASiR-VTM (Option) / ASiRTM reconstruction and delivers high resolution imaging to meet various customer needs in real clinical situations. Clarity Imaging Chain delivers higher spatial resolution, lower noise, or less-artifact.

Smart Flow

Improve productivity and patient experience by streamlining your workflow and access to information, Smart Flow technologies enable exam prescription from the patient's side, integrated injections, real-time reconstruction during the scan and access to advanced applications right on the console.

- Xstream Tablet is a multi-purpose user interface on gantry sides with 12.1-inch monitor and supports following features.
 - o Touch screen operation
 - o Patient and protocol selection
 - o Patient information display
 - o Motion axes display
 - o Related Protocol
 - o Emergency Patient
- Related Protocols helps to reduce complexity of protocol selection. Matches an order information transferred from RIS (Radiology Information System) with a user protocol and shows only necessary protocols.
- Volume helical digital tilt is an innovation in image reconstruction technology that allows clinicians to reconstruct tilted views without the need for physically tilting the scanner.
- With Image Check, up to 55 images are reconstructed and available per second. For trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
- Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed with VT1700V table to help shorten patient breath-holds while maintaining image quality.

Clarity Imaging Chain

Revolution Maxima Clarity Imaging Chain consists of Clarity Detector, DAS, Performix 40 Plus X-ray Tube and ASiR/ASiR-V reconstruction, to deliver high resolution imaging.

Clarity Imaging Chain provides the following:

- For better performance Volume CT, Clarity Imaging Chain provides enhancement of spatial resolution up to 20% compared with previous GE technology (20% improvement is compared to previous GE CT measured at 4% MTF with Edge kernel).
- Designed as analog cable free between ASIC and Photodiode reducing electronic noise.
- Designed for up to 90% less heat generation for easier thermal management which is important for consistent Image quality.
- Designed for less electronic noise for better low signal performance.
- Optimized collimator with ability to reduce scatter noise.
- Performix40* Plus X-ray tube provides less focus movement.
- A liquid bearing tube that has a capability of less-wear of Tube bearing and is enabled up to 0.35sec rotation speed option with a routine scan. Revolution Maxima allows users to utilize helical pitches up to 1.531 and 0.35sec rotation speed option that meets GE's image quality specifications for lower pitch acquisitions. This high pitch and 0.35sec rotation speed enable faster scan times which may

allow for shorter breath holds, and may help to avoid sedation, simultaneously (or “as well as”) reducing motion artifacts from patient and organ movement. As an example, using this higher pitch, a full-body trauma scan of 1000 mm can be acquired in as little as 6 seconds.

Key Features: Excellent Performance

- Silent design of Revolution Maxima gantry allows significant reduction of audible noise compared with previous GE technology.
- IQ Enhance (IQE) reconstruction reduces helical Artifact Index in thin slice helical scanning. This reduction in artifacts makes it possible to scan at faster helical pitches.
- GE's protocol management is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back Axial or helical scans of the same anatomy at two different X-ray energies (kVps). To further improve registration accuracy, patient immobilization may be utilized. The additionally acquired dual energy data can be post-processed on console or AW workstation using Add/Sub function to gain additional clinical information.
- Adaptive Enhance Level Adjustment (AELA) may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.
- ODM provides reduction of radiation dose via X-ray tube current modulation for superficial organs and tissues, such as breasts while maintaining diagnostic quality without decreasing productivity (as the result of not using externally applied shields). Because attenuation data from the Scan Projection Radiograph is used to determine the mA modulation for acquisitions using Automatic Exposure Control, it is understood that when using externally applied shields that these shields should not be put in place prior to acquiring the scan projection radiograph(s). Placement of externally applied shielding prior to obtaining the scan projection radiograph(s) may adversely affect the AEC performance.
- Revolution Maxima supports 1024 reconstruction matrix.
- AutomA/SmartmA modulates X-ray tube mA to account for specific patient anatomy – based upon data gathered from the scout image. The system predicts the optimal setting for the exam and adjusts mA to these settings.
- Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.
- Direct MPR with Auto-Batch feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.
- Dose Check provides users with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).
- Dose Reporting: CTDIvol, DLP, Dose Efficiency displays during scan prescription and provides dose information. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.
- DICOM Structured Dose Report generates a CT Dose Report, which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system/RIS/HIS.

Scan mode: Helical

- Helical Scan Speeds: Full 360° rotational scans: 0.7, 0.8, 0.9, 1.0 second
- Helical Pitch (nominal): 0.516 to 1.531
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 460mA at 120kV, 5mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus, Soft# and Standard#.

Scan Mode: Axial & Cine

- Scan Speeds: 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition).
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 460mA at 120kV, 5mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus, Soft# and Standard#.

Image Quality

- 0.28mm high resolution

System Components:

- Gantry Advanced slip ring design continuously rotates the generator, Performix 40 Plus, Clarity detector and data acquisition system around the patient.
- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Tilt: +/- 30 degree (Digital)
- Rotational Speeds: 360 degrees in 0.7, 0.8, 0.9, 1.0 seconds
- Multi-purpose Xstream Tablet
- Integrated start scan button with countdown timer to indicate when x-ray will turn on.

X-ray Tube: Performix 40 plus liquid metal bearing tube unit offers an optimized design for exams requiring a number of scans without tube cooling.

- Performix 40 Plus with 7.0MHU of storage provides increased helical performance with greater patient throughput
- Wide range of technique (10 mA to 460 mA at 120kV, in 5 ma increments) gives technologist and physician flexibility to tailor protocols to specific patient needs for optimizing patient dose.
- Heat storage capacity: 7.0MHU (Performix 40 Plus)
- Dual Focal Spots:
 - o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)
 - o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)

High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.

- kV: 80, 100, 120, 140
- Max Power (Hardware): 72kW
- mA: 10 to 460mA at 120kV, 5mA increments

Clarity Detector:

32ch based system

- 54,272 individual elements composed by 64 rows of 0.625mm thickness at isocenter. All data is acquired as thin slice at 1.25mm with the option of thicker slice from image reconstruction or processing.
- 32x 0.625mm or 32x1.25mm scan mode.
- 98% absorption efficiency.
- 354 reconstructed slices (images) per rotation: under 32ch x 1.25mm, 1.375 helical pitch, 6 rotation, 266mm coverage, 0.1mm recon interval condition

Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance.

- 2,460 Hz maximum sample rate.
- 861 - 1968 views per rotation.

Revolution Maxima operator Console:

- 2,000GB Disk (system, image, scan disks) stores up to 460,000 512*2images and 3520 scan rotations at 64 slice mode or up to 1,500 scan data files, or up to 300 exams.
- Reconstruction speed with Standard reconstruction: Up to 50 frames per second.

Warranty:

Revolution Maxima is designed to support GE Healthcare's liquid bearing X-ray tube technology. Posted advisory messages will be present in the event a 3rd party X-liquid bearing tube is used. The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product described at any time without notice or obligation.

Laser alignment devices contained within this product are appropriately labeled according to the requirements of the Center for Devices and Radiological Health.

Line	Qty.	Catalog	
	1.00	B76122DA	Standard Cable Collector

List Price
\$0.00

System standard cable set

Line	Qty.	Catalog	
	1.00	S7881AP	SmartScore Package

List Price
\$33,000.00

The SmartScore package provides ECG-gated hardware for both prospective and retrospective gating for coronary artery calcium scoring.

Xtream 12" Gantry and Operator Console ECG Trace: The ECG trace provided by the Ivy monitor will be displayed on the CT gantry and operator console with this option. Allowing the user to display the live trace of the patient's heart rate and display the actual location

of the window of time when the image is being acquired. It will provide easy access to patient cardiac output status and assist in providing visual feedback for optimum acquisition start.

The Ivy Monitor comes in this calcium scoring package. It will be used to monitor patient cardiac output and synchronize acquisition with that output.

Calcium scoring analysis software is not provided with this package.

Line	Qty.	Catalog	
	1.00	B7880MR	SmartMAR option
List Price			
\$60,000.00			

SmartMAR (Metal Artifact Reduction) software helps reduce photon starvation, beam hardening and streak artifacts caused by high Z materials in the body, such as hip implants.

The clarity of SmartMAR images is addressing the challenges posed by metal artifacts, helping clinicians accurately contour targets and critical organs.

MAR offers:

Exceptional image quality.

SmartMAR is based on the latest in GE Healthcare smart technology, which uses a novel three-step, sinogram-based iterative algorithm.

Streamlined workflow.

SmartMAR requires only one scan, making the process of obtaining a corrected image fast and efficient.

Dose conscious.

SmartMAR requires only one acquisition.

Patient comfort.

The efficient, single-scan process helps to reduce patient time inside the scanner.

Versatility.

SmartMAR is designed to enhance clarity across a range of images including scans of hip implants, dental fillings, screws and other metal objects.

Line	Qty.	Catalog	
	1.00	B78552CA	CT Operator Console Desk
List Price			
\$1,000.00			

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.

Line	Qty.	Catalog	
	2.00	B7660B	Chair
List Price			
\$300.00			

Chair for CT scanner

Line	Qty.	Catalog	
	1.00	B77292CA	CT Service Cabinet
List Price			

\$1,293.00

Service cabinet for system accessories storage

Line	Qty.	Catalog	
	1.00	B7900LC	Low Dose CT Lung Screening Option with Indication For Use
List Price			
\$0.00			

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

All new GE 64-slice and greater CT scanners, and virtually all of the 16-slice CT scanners that GE Healthcare sells are qualified for this screening option. This solution is also available to thousands of qualified GE CT scanners currently in use, increasing access to the quality scanners that satisfy both patient and physician needs. The new protocols, do include the choice for the user to be able to utilize GE Healthcare's industry-leading technologies such as ASiRTM, ASiR-VTM and VeoTM that are designed to reduce image noise, which is undesirable for physicians looking for small nodules.

This option contains two documents. Lung Cancer Screening Option Reference Protocol Guide, and the Lung Cancer Screening Option User Manual / Technical Reference Manual

i) The following GE Healthcare CT scanners are qualified to receive the new low dose CT Lung Cancer Screening Option: LightSpeed 16, BrightSpeed Elite, LightSpeed Pro16, Optima CT540, Discovery CT590 RT, Optima CT580, Optima CT580 W, Optima CT590 RT, LightSpeed Xtra, LightSpeed RT16, LightSpeed VCT, LightSpeed VCT XT, LightSpeed VCT XTe, LightSpeed VCT Select, Optima CT660, Revolution EVO, Discovery CT750 HD, Revolution HD, Revolution CT, Revolution Frontier.

ii) Moyer V. Screening for Lung Cancer: U.S. Preventive Services Task Force Recommendation Statement. Ann Intern Med. 2014;160:330-338.

<http://www.uspreventiveservicestaskforce.org/Page/Document/RecommendationStatementFinal/lung-cancer-screening>

Line	Qty.	Catalog	
	1.00	E8016AZ	CT Table Slicker with Cushion - 1700 Systems (2-pc Set)
List Price			
\$420.00			

FEATURES/BENEFITS

- Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover
- Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids
- Increase system uptime by protecting table from spills and particulate contaminants
- Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas

COMPATIBILITY

- VCT with GT 1700 Table, CT HD750

Line	Qty.	Catalog	
	1.00	E8016BA	CT Footswitch Slicker - 2000 & 1700 Systems
List Price			
\$50.00			

The footswitch slicker for CT VCT 2000 and 1700 systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro.

Line	Qty.	Catalog
------	------	---------

1.00 E4502BB

CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A**List Price****\$6,479.00**

Main Disconnect Panel (MDP) UL 90A 400/480V 50/60Hz 3 phases for CT, PET and PETCT

The (Main Disconnect and UPS Control Panel serves as the main facility power disconnect source installed ahead of the CT system PDU. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The optimized design PDB saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. The 24-volt low voltage controls all power, using either the panel cover mounted EMERGENCY OFF push button or the remote EMERGENCY OFF push button included with each system. The PDB is painted to match the imaging system for a total coordinated system appearance. Available in a combination surface/semi-flush mounted enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

Benefits

- The System Main Disconnect saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition.
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades
- Main power disconnect operating handle can be padlocked in the OFF position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with ON / OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position

Features

- Optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems
- UL, cUL listed, and CE labeled
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long-life LED pilot lights
- Provides overcurrent and short circuit protection with GE GuardEON solid-state circuit breakers
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Factory wired and tested
- All devices are selected for high reliability and long life
- Panel disconnect provides OSHA lockout / tag out provisions

Remote EPO

- This MDP comes with two normally closed contact blocks attached to the back of the emergency off push button.

Seismic Specifications

- This Panel has been certified by an independent California structural engineer in conformance with the shake testing requirements of ICC-AC 156. The California OSHPD number is OSP-0457-10.
- The seismic performance characteristics are as follows: $SDS(g) \leq 2.56$; $z/h \leq 1.0$; $I_p \leq 1.5$

Physical Characteristics

- Dimensions: Height x Width x Depth: 24 x 16 x 7 inches (610 x 407 x 178 mm)
 - Handle depth: 2.75 inches (70 mm)
 - Weight: 46 pounds (21 kg)
- Components supplied with each panel

- The Main Disconnect and UPS Control Panel
- An Installation, Operations & Service Manual
- (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
- Drawings and Electrical Schematics NOTES:
- Customer is responsible for arranging for installation with a qualified party

• ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
	1.00	E4502KZ	Liebert GXT4 10kVA 208Y/120V 2-phase CT partial UPS
List Price			
\$20,286.00			

Line	Qty.	Catalog	
	1.00	W0303CT	TIP CT Scanner 3 Training Program
List Price			
\$34,286.00			

This training program is designed for customers purchasing a GEHC CT system to include EVO-ES or Discovery RT. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:

- Onsite training (generally 5 days)
 - Virtual Inclusions may include:
 - Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
 - Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
 - Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
 - On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).
- Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 10 days. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately. All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog	
	1.00	R23053AC	Standard Service License
List Price			
\$0.00			

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
	1.00	E80141JA	MEDRAD Stellant FLEX CT Pedestal with Certegra Workstation NO Informatics - includes installation and one year warranty
List Price			
\$51,280.00			

Dual injector head on pedestal with integral IV pole

- Syringe heat maintainer
- Certegra Workstation with USB drive
- DualFlow software
- ISI-ready software to accept ISI900G integrated injector option†
- Base control unit
- 22.8 m (75 ft) head extension cable
- 7.6m (25 ft) base to display cable



June 11, 2021

Quote Number: **2008006494.4**

Customer ID: **13835**

Agreement Expiration Date: **9/8/2021**

- Power cord
- Product information package
- Operations manuals
- Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

Injection Specifications Flow Rate (range & increments):

0.1–10 mL/sec in 0.1 mL Increments

Volume (range & increments):

1 mL to Syringe Capacity in 1 mL Increments

Programmable Pressure Limit (psi/kPa):

150 mL and 200 mL Syringe: Choice of 50/345, 100/689, 150/1034, 200/1379, 225/1551, 250/1724, 300/2068, 325/2241

Scan Reminders:

0–300 Seconds (5 minutes) in 1 Second Increments

Pause:

1–900 Seconds (15 minutes) in 1 Second Increments

Hold

Maximum HOLD Time is 20 Minutes

Syringes (Volume capacity)

150 mL or 200 mL Sterile Disposable Syringe

Maximum Number of Phases: 6

Total Quote Subtotal: **\$364,220.40**

Total Quote Net Selling Price: **\$364,220.40**

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



GE Healthcare Terms & Conditions (Rev 01.30.20)

1. **Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; and "Services" are Product support or professional services; "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated support Services; "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.
3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.
4. **Commercial Logistics.**
 - 4.1. **Order Cancellation and Modifications.**
 - 4.1.1. **Cancellation.** If Customer cancels an order prior to shipment without GE Healthcare's written consent, Customer will be responsible for all third-party expenses incurred by GE Healthcare prior to Customer's order cancellation and GE Healthcare may charge: (i) a fee of up to 10% of the Product price; and (ii) for site evaluations performed prior to cancellation. GE Healthcare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE Healthcare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE Healthcare may cancel on written notice. This Section does not apply to Software or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.
 - 4.1.2. **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.
 - 4.2. **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.
 - 4.3. **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location.
 - 4.4. **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance. Products cannot be returned for refund or credit if they match the Quotation. Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.
5. **Information Technology Professional Services ("ITPS").** ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE Healthcare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations. This Section does not apply to Healthcare Digital Products.

5.2. Acceptance.

5.2.1. Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications ("Equipment Test Period"). If the Equipment fails to perform accordingly, Customer will provide to GE Healthcare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE Healthcare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

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

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

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

5.3. 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.

5.4. 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.

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

6. Security Interest and Payment.

6.1. 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.

6.2. 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.

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

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

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

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

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

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

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

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

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

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

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

9. **General Terms.**

9.1. 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.

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

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

9.4. 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.

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

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

10. **Compliance.**

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

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

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

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

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

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

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

10.8. Use of Data.

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

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

10.9. 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.

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

10.11. 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.

11. Disputes and Arbitration.

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

12. Liability and Indemnity.

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

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

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

12.4. General Indemnification.

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

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

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

13. Payment and Finance.

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

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

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

14. 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.

15. Imaging Equipment Uptime Commitment. GE Healthcare will provide an uptime commitment during warranty for CT, MR, nuclear imaging, and x-ray Equipment, excluding peripherals ("Eligible Equipment") if Customer provides GE Healthcare with: (i) access to Eligible 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 Eligible Equipment. The "Uptime Commitment" for nuclear imaging and x-ray Eligible Equipment is 95%, except digital mammography, digital radiographic and vascular x-ray systems and all other Eligible Equipment 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 Eligible Equipment. "Downtime" is the number of hours during which Eligible Equipment is subject to a Critical Malfunction. Downtime starts when Customer notifies GE Healthcare that Eligible Equipment is inoperable and unavailable for use due to GE Healthcare's design, manufacturing, material or performance failure ("Critical Malfunction"). Downtime ends when Eligible 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.

16. DoseWatch Device License. Each connection of a Device (defined below) to the DoseWatch Software requires Customer to purchase a unique Device license referencing a Device ID that allows concurrent use of the DoseWatch Software with that Device at a specified Customer facility on Customer's secured network. All other terms, duration and warranties applicable to the Software license apply to the Device license. "Device" is specific Customer equipment approved by GE Healthcare to be connected to DoseWatch Software under this Agreement. Additional Device connections may be added to this Agreement, subject to individual Device licenses, and related installation, implementation, configuration and optimization services at GE Healthcare's then-current rates.

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

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

17.2. Scope.

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

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

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

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

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

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

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

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

17. **Positron Emission Tomography ("PET") and Computed Tomography ("CT")**. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.



1. Warranty.

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

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

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

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

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

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

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

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

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

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

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

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

4. Exceptions to Standard Warranty.

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

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year)

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE Healthcare completes mechanical installation, Warranty Statement (Rev 01.30.20)

or (iii) the date Product testing is successfully completed

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

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

Performix 160A (MX160) Tubes: 3 years

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

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE Healthcare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE Healthcare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

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

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

OEC Refurbished C-Arms: 1 year after installation

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

HealthNet Lan, Advantage Review — Remote Products: 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

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

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

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

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

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

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

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

MAC 2000 and 3500: 3 years

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

CARESCAPE T14 Transmitter: 2 years

SEER 1000: 2 years

Exergen: 4 years

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

Microenvironment and Phototherapy consumable components: 1 month

GE Precision Healthcare LLC, a GE Healthcare business

Schedule A
Quote ID: 22F452A

MANGUM REGIONAL MEDICAL CENTER

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 8/10/2021

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE CT REVOLUTION MAXIMA (C#15M)	End of Warranty for 6 Months	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> • ILINO RESPONSE TIME: 30 MIN. • SYSTEM AND TUBE COVERAGE: Up to 0001000 Patients EXCLUDED: <ul style="list-style-type: none"> • APM Predict • Continuity • MOBILE UNIT • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WORKSTATION 	<ul style="list-style-type: none"> • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • FM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-CT • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 97% • Discount: \$0 Billing** 	Total billed: \$0.00 (previous annualized: \$0) (incremental annualized: \$0) (new annualized: \$0)	» Deferred Payment Value: \$27,541.
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE CT REVOLUTION MAXIMA (C#15M)	6 Months After End of System Warranty through End of Agreement	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> • ILINO RESPONSE TIME: 30 MIN. • SYSTEM AND TUBE COVERAGE: Up to 0001000 Patients EXCLUDED: <ul style="list-style-type: none"> • APM Predict • Continuity • MOBILE UNIT • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WORKSTATION 	<ul style="list-style-type: none"> • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • FM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-CT • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 97% 	Old Annual Amount: \$0 Incremental Annual Amount: \$55,081 New Annual Amount: \$55,081	
System ID: TBD0002 Phy Loc Acct: 148756	ADD POS	MEDRAD MV PR MEDRAD STELLANT FLEX INJECTOR (SME077)	End of Warranty through End of Agreement	AssurePoint Standard	EXCLUDED: <ul style="list-style-type: none"> • Certegra Informatics Software 	<ul style="list-style-type: none"> • FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 24 Hours • FM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL 	\$4,520	
NET ANNUAL VALUE:							\$59,601	



GE Healthcare Proprietary and Confidential

2021.06.11 - ePB20210519, Q20210519, SS0212552918 22F452a, WF:

Page 4 of 18



GE Healthcare Service Quotation

AGREEMENT# _____

ACCOUNT# **148756**QUOTATION ID# **22F452A**Customer
Information:Name: **MANGUM REGIONAL MEDICAL CENTER**Address: _____
1 WICKERSHAM STCity: **MANGUM** State: **OK** Zip: **73554****Service Billing Option (choose one)**☐ **HFS Combined Billing** (Service payments billed through Healthcare Financial Services equipment financing agreement):

By selecting this box & signing below, the payments related to this service agreement will be administered through GE Healthcare Financial Services. See HFS Equipment Financing agreement for Service billing details. See rest of Agreement (as defined below) for remainder of terms and conditions. If not selecting HFS Combined Billing option, please complete the remainder of the agreement below in its entirety.

☐ **Standard:**Term: **60** monthsBilling Frequency: **Monthly - Advance**Payment Terms: **Net 30 days of invoice date**

Payment Schedule***: _____

The following payments have non-date effective dates:

\$0.00 Monthly - Advance, Effective at End of Warranty through 6 Months After

End of System Warranty

\$4,590.08 Monthly - Advance, Effective at 6 Months After End of System

Warranty through End of Agreement

\$376.67 Monthly - Advance, Effective at End of Warranty through End of Agreement

Agreement Start Date**: **End of Warranty**Quotation Expiration Date: **August 10, 2021**PO Requirement: ☐ Yes ☐ No

PO #: _____ PO Expiration Date: _____

Sales And Use Tax Status: **No Exemption Certification on file**Customer Billing
Information:Name: **MANGUM REGIONAL MEDICAL CENTER**Address: **ACCOUNTS PAYABLE** **1 WICKERSHAM DR**City: **MANGUM** State: **OK** Zip: **73554**Is the above billing address correct? ☐ Yes ☐ No If no, please provide the correct billing address below:Customer Billing
Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Please provide the contact name and email address of the following person(s):

1. To be notified when this Agreement is processed:

Contact Name:

Email address:

2. To receive all invoices electronically via email:

Service Sales Rep.: Clayton Greenlee

Phone: 262-599-4903

Email: clayton.greenlee@ge.com

****Agreement Start Date:** The "Agreement Start Date" begins on: (a) the above date if Customer signs and returns this Agreement within 30 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Agreement within 30 calendar days of the above date.

Annual Charges: See Product Schedule for annual charges, offerings, coverage, and start dates for each Product. Charges are based on Product inventory, offerings, and coverage as of the Agreement Start Date and may change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement. If this Agreement's annual charges are less than \$12,000, GE Healthcare reserves the right to enforce automatic bill payment (via ACH or credit card).

*****Payment Schedule:** Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last payments will be prorated.

Agreement: This Agreement is between the "Customer" identified above and the GE Healthcare business identified below ("GE Healthcare"), for the sale and purchase of the Services and/or the Subscription identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as the GE Healthcare: (1) Quotation; (2) Product Schedule; (3) Statement of Service Deliverables; and (4) Service Terms & Conditions, that apply to the Products, Services and/or Subscription identified in this Quotation. In the event of conflict, the order of precedence is as listed. GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation; or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare. On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Services and/or Subscription identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except signatures on the signature blocks below) are void. This Agreement is not part of an umbrella or other group purchasing agreement unless otherwise indicated.

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

Customer

Signature: _____
Print Name: _____
Title: _____
Date: _____

GE Precision Healthcare LLC, a GE Healthcare business

Signature: _____
Print Name: Clayton Greenlee
Title: Regional Service Sales Representative
Date: 6/11/2021



GE Healthcare Service Contract Automatic Payment Form

Form applicable to all service contracts except those under lease through GE HFS, LLC

I _____ (Full Name) authorize GE Healthcare to charge my bank account or credit card as indicated below for _____ (Quote/Contract Number) each time my GEHC Service Contract is invoiced.

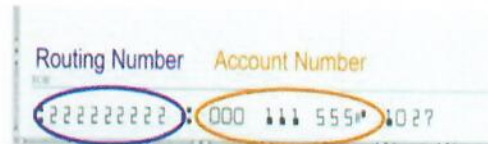
Billing Information:

Contact Name: _____ Phone: _____
Billing Address: _____
City, State, Zip: _____
Email: _____

☐ ACH Bank Transfer:

☐ Checking ☐ Savings

Account Name: _____
Bank Name: _____
Account Number: _____
Routing Number: _____



☐ I would like to provide my bank transfer information directly to a GE Healthcare Representative who will enter it directly into the GE Healthcare Secure Payment Portal. Please be sure to provide the appropriate contact information above.

Please add GE Healthcare ACH ID#3751469926 as an approved ACH Filter in your bank account, to ensure all payments are approved.

☐ Credit Card Payment:

Please do not write down any credit card information on this form. Please be sure to provide the appropriate contact information above so a GE Healthcare Representative can call you directly to obtain your card information and enter it directly into the GE Healthcare Secure Payment Portal.

By entering my routing and account number above I authorize my payments for Quote/Contract Number above to be processed each time a new invoice is generated as electronic funds transfers (EFT) or drafts drawn from my checking or savings account as indicated above and, if necessary, electronic credits to my account to correct erroneous debits. I understand that my payment will process within 1-2 banking days. If any of my payments return unpaid, I authorize you or your service provider to collect the returned payment and my state's return item fee for each such payment by EFT(s) or draft(s) drawn from my account. To view your state's returned item fee, please visit the following website: <https://merchants.fiserv.com/en-us/customer-center/merchants/telecheck-returned-check-fees/> I understand that this authorization will remain in full force and effect until I notify you to revoke it by calling 1 (800) 581-5600 and allowing you reasonable opportunity to act on my notice.

SIGNATURE: _____
(Account Holder's Signature)

DATE: _____

GE Precision Healthcare LLC, a GE Healthcare business

Schedule A
Quote ID: 22F452A

MANGUM REGIONAL MEDICAL CENTER

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 8/10/2021

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE CT REVOLUTION MAXIMA (C#15M)	End of Warranty for 6 Months	AssurePoint Standard	INCLUDED: • ILINO RESPONSE TIME: 30 MIN. • SYSTEM AND TUBE COVERAGE: Up to 0001000 Patients EXCLUDED: • APM Predict • Continuity • MOBILE UNIT • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WORKSTATION	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-CT • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 97% • Discount: \$0 Billing**	Total billed: \$0.00 (previous annualized: \$0) (incremental annualized: \$0) (new annualized: \$0)	• Deferred Payment Value: \$27,541.
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE CT REVOLUTION MAXIMA (C#15M)	6 Months After End of System Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • ILINO RESPONSE TIME: 30 MIN. • SYSTEM AND TUBE COVERAGE: Up to 0001000 Patients EXCLUDED: • APM Predict • Continuity • MOBILE UNIT • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WORKSTATION	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-CT • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • TIP-Ed Online(TV) Subscription • Uptime Commitment: 97%	Old Annual Amount: \$0 Incremental Annual Amount: \$55,081 New Annual Amount: \$55,081	
System ID: TBD0002 Phy Loc Acct: 148756	ADD POS	MEDRAD MM/PR MEDRAD STELLANT FLEX INJECTOR (SME077)	End of Warranty through End of Agreement	AssurePoint Standard	EXCLUDED: • Certege Informatics Software	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 24 Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL	\$4,520	
NET ANNUAL VALUE:							\$59,601	



GE Healthcare Proprietary and Confidential

2021.06.11 - ePB20210519, Q20210519, SS0212552918 22F452a, WF:

Page 4 of 18



GE Healthcare Service Terms & Conditions

- 1. Definitions.** As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare’s packaging and with its labeling; “Software” is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is Equipment, Software and Third Party Product; “Services” are Product support or professional services; and “Subscription” is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated Services. “Healthcare Digital Products” are: (i) Software identified in the Quotation as “Centricity”; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. “Specifications” are GE Healthcare’s written specifications and manuals as of the date the Equipment shipped. “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
- 2. Term and Termination.** Services and/or Subscriptions 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 this Agreement. 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. Inventory.** GE Healthcare will complete an inventory of Products and provide an updated Product schedule (“Product Schedule”). Products must be in safe, normal operating condition and comply with original equipment manufacturer (“OEM”) specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.
- 4. Product Removal.** Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days’ prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.
- 5. Warranty.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. DOCUMENTATION IS PROVIDED “AS IS”.
- 6. Loaner Units.** GE Healthcare may provide a loaner unit during extended periods of 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.
- 7. License Registration.** Online registration as a licensee may be required for receipt of Software and Documentation.
- 8. Customer Responsibilities.** Customer must: (i) maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements (e.g., software, tools, phantoms), or pay GE Healthcare for acquiring these materials; (iv) repair accessories unless the item is identified on the Product Schedule; (v) replace accessories, supplies and consumables; (vi) dispose of accessories, supplies and consumables unless GE Healthcare is legally required to take the item back; (vii) update Third Party Product; (viii) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (ix) provide access to Products during Service coverage hours; and (x) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts.
- 9. End of Support.** If GE Healthcare determines that: (i) a Product or component thereof has been declared end of life/support by the OEM; (ii) its ability to Service or maintain a Product or component thereof is hindered due to the unavailability of parts or trained personnel; or (iii) it can no longer Service or maintain the Product in a safe or effective manner, then GE Healthcare may, upon notice: (a) remove the item from this Agreement and adjust fees without otherwise affecting this Agreement, or (b) move the item to “end of service life” coverage.
- 10. Return for Repair.** Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.
- 11. Exclusions.** Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications, inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare’s control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment,

calibration, or planned maintenance; (v) Third Party Product that was not commercially available from the OEM on the date the item was installed; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare Digital Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

12. Existing Service Arrangements. This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

13. Hourly Billed Services. Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

14. Inflation. After the first year of this Agreement, but no more than annually and with 60 days' prior notice provided in the same manner as Customer's invoices, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics ("BLS") Employment Cost Index for "Service-providing industries: Natural resources, construction, and maintenance (not seasonally adjusted, total compensation)" or any replacement index as determined by BLS, capped at 5% annually.

15. Product Specific Service Terms.

15.1. Tube Support (Excluding C-Arms). If tube support/coverage is identified on the Product Schedule, GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube. Tubes provided under tube support/coverage are on an "AS IS" basis with no warranties of any kind. Claims reported after expiration or termination of tube support/coverage are not covered even if a tube failure occurred prior to such expiration or termination.

15.2. Magnetic Resonance ("MR").

15.2.1. Magnet Maintenance.

15.2.1.1. If magnet maintenance for MR systems with Lhe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

15.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

15.2.2. Remote Magnet Monitoring for non-GE Healthcare Systems. If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

15.2.3. Cryogen Coverage. If cryogens for GE Healthcare MR systems are identified on the Product Schedule as included in the Service for the Equipment, GE Healthcare will provide: (i) monitoring of cryogen levels; and (ii) cryogen delivery and transfill service Monday-Friday, between 9pm-6am local time (excluding GE Healthcare holidays), to replenish cryogen losses resulting from (a) the normal operation of the Equipment in accordance with Specifications, or (b) GE Healthcare's failure to maintain the Equipment in accordance with Specifications. Notwithstanding the foregoing, if Customer's failure to maintain or use the Equipment in accordance with Specifications results in cryogen loss, Customer will be billed for resulting lost liquid helium liters (whether or not a refill was immediately required to replace lost liters) at GE Healthcare's then-current rates. Subject to the foregoing, if cryogens are identified on the Product Schedule as included in the Service for the Equipment, cryogen delivery and transfill service will be provided either: (1) on an unlimited (as needed) basis, or (2) if the cryogens are at the required target fill level, on a 1 cryogen liter per contract year basis. See Product Schedule and AssurePoint Reserve terms and conditions (if applicable) for details. Customer will inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and provide a delivery dock and storage facility. GE Healthcare is not responsible or liable for: cryogen loss or transfer efficiency during transfer to the cryostat; cryogens if cryogens are identified on the Product Schedule as excluded; or service needed on Equipment due to cryogen transfill service not otherwise provided by GE Healthcare.

15.2.4. Cryogen Cost Increases. If GE Healthcare's cryogen cost increases by more than 12%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

15.3. Cyclotron. GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable ("ALARA") standard. Customer will follow all ALARA guidelines to maintain and control the radiation exposures as far below the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer's emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer's facility; and (viii) store and dispose of waste generated by

Service in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour. Other radiation exposure limits may apply to Service, including daily or personal cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.

16. General Terms.

16.1. **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.

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

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

16.4. **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.

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

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

17. Compliance.

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

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

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

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

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

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

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

17.8. Use of Data.

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

17.8.2. **Data Rights.** GE Healthcare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the

provision of its products, software and services. GE Healthcare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE Healthcare without Customer's consent.

17.9. 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.

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

17.11. 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.

18. Disputes and Arbitration.

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

19. Liability and Indemnity.

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

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

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

19.4. General Indemnification.

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

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

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

20. Payment and Finance.

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

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

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



Statement of Service Deliverables Full Service Options

This Statement of Service Deliverables Full Service Options applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Access, PM, Limited, Select, Performance, and Advance.

	Standard	Rapid	Access	PM	Limited	Select	Performance	Advance
Corrective Maintenance *	•	•	•		°	°	•	•
Planned Maintenance	•	•	•	•	•	•	•	•
Replacement Parts	•	•	•	•	•	•	•	•
Software Updates	•	•	•	•	•	•	•	•
Phone Clinical Applications Support	•	•	•		•	•	•	•
TiP Options #	°	°	°		°	°	°	°
iCenter *	°	°	°				°	°
Remote Diagnostic Service *	°	°	°	°	°	°	°	°
Uptime Performance *	°	°	°				°	°
Specialty Component Options (Complete, Reserve, Pro) #	°	°	°	°	°	°	°	°
No Charge Special Parts Handling		°						
Quality Assurance Activities							°	°
Refresh #								°
Remote Console * #	°	°	°				•	•
APM Predict: OnWatch * #	°	°						°
Tube Watch * #	°	°						°
Continuity * #	°	°	°				°	°
Supplemental Services During Warranty	°	°					°	°
Overtime Hours Allowance	°	°	°	°	°	°	°	°

• Included (to the extent provided herein)

° Optional (if available/identified on the Product Schedule)

* Requires Connectivity (if Product has remote access capability)

See supplemental terms of offering

1. Corrective Maintenance. GE Healthcare or its agents will use commercially reasonable efforts to resolve any verifiable and reproducible service issue of the Product (defined as the Product not substantially meeting original equipment manufacturer ("OEM") published specifications) in a reasonable period of time after notification by Customer, through remote or on-site services. Technical phone support is available 24 hours per day, 7 days per week (excluding GE Healthcare holidays, extent of phone support may differ by product type). On-site support is identified on the Product Schedule (if not listed, 8am to 5pm local time). GE Healthcare will use reasonable efforts to meet the response time for on-site support as identified on the Product Schedule. Corrective maintenance outside of coverage hours, on GE Healthcare holidays, or expedited beyond the response time (at Customer's request) will be billed at GE Healthcare's then-current rates. Corrective maintenance includes corrective maintenance-related Replacement Parts (subject to availability).

- AP PM. Corrective maintenance and corrective maintenance-related Replacement Parts are excluded.

- AP Limited and AP Select. GE Healthcare will provide a limited number of corrective maintenance events as identified on the Product Schedule. Each Customer call/request for corrective maintenance will be applied to the limited number of corrective maintenance events, unless Customer purchases service separately at GE Healthcare's then-current rates at the time it contacts GE Healthcare for such service.

2. Planned Maintenance. GE Healthcare or its agents will provide planned maintenance service ("PM") pursuant to OEM recommended frequencies and published specifications as set forth in the OEM service manuals (where available), or pursuant to documented alternate PM frequencies and specifications based on GE Healthcare's risk-based assessment. PM will be performed at mutually agreed upon times during

PM coverage hours (excluding weekends and GE Healthcare holidays unless otherwise specified) as identified on the Product Schedule. PM includes PM-related Replacement Parts (subject to availability). PM and PM-related Replacement Parts for PM activities with a frequency of 7 years or greater are excluded.

3. Replacement Parts. “Replacement Parts” mean the lowest level component repair part available that will bring the Product to OEM published specifications. GE Healthcare will provide subassemblies or assemblies if a lower replacement part is not available. Accessories and supplies are not Replacement Parts. Replacement Parts may be provided on a new or refurbished/repared (exchange) basis, at GE Healthcare’s sole discretion. If an exchange part is provided, the original part becomes GE Healthcare property and GE Healthcare will remove it from Customer’s site or Customer must return it to GE Healthcare within a reasonable timeframe of replacement to avoid being billed for the non-returned part. Replacement Parts are shipped freight included (excluding “Special Order” parts, which are not stocked by GE Healthcare due to low demand). If delivery priority is identified on the Product Schedule, it will be subject to shipment cut-off times for the applicable distribution center. Expedited parts delivery is available for an additional fee.

- AP PM. Corrective maintenance-related Replacement Parts are excluded.

4. Software Updates and Upgrades. Software updates consist of any error correction or modification to Equipment that maintain existing software features and functionality made generally available to GE Healthcare’s installed customer base. Software updates may be installed during PM, or as otherwise agreed to by the parties. Software updates do not include any separately licensed software modules which provide additional functionality related to an application or feature for the hardware or software. Software upgrades are not included, which consist of any revision or enhancement to the Software by GE Healthcare that improve or expand existing software features or functionality that are made generally available for purchase. Additional hardware and/or software (including upgrades to third party software or operating system software) required for software updates or software upgrades, training, project management, and integration services are excluded.

5. Phone Clinical Applications Support.

- All Products. GE Healthcare will provide clinical applications support by telephone, Monday-Friday, 8am to 5pm CST (unless otherwise identified on the Product Schedule), excluding OEM holidays. Off-hours support is available for an additional fee.

- Equipment. Only available for Customer personnel trained by GE Healthcare to use the Equipment.

- Third Party Product. Only provided if identified on the Product Schedule and available via the OEM.

6. TiP Options. Not all TiP options are available with all Products or with all GE Healthcare service options. See Product Schedule for a list of TiP options included in the Agreement.

-TiP Answer Line. Not available for Third Party Product. Provides toll-free access to GE Healthcare application staff. Hours of operation based on product type (times available upon request).

-TiP-Ed Online. Continuing education training and business programming for healthcare professionals. See TiP-Ed Online Statement of Service Deliverables for additional terms and conditions.

-TiP Elevate. Training credits which can be used for trainings conducted at Customer’s facility, via remote training sessions and at GE Healthcare’s Healthcare Institute for the following diagnostic imaging products: MR, CT, Mammography, PET, Nuclear Medicine, Vascular and XR. See TiP Elevate Statement of Service Deliverables for additional terms and conditions.

7. iCenter. GE Healthcare’s iCenter solution is a cloud-based asset maintenance and management software application that provides data and analytics on Product status, location, service and maintenance history, planning and Equipment utilization (“iCenter Application”). If identified on the Product Schedule, GE Healthcare grants Customer during this Agreement a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use the iCenter Application for the Products covered under this Agreement only for Customer’s internal business operations in the United States. See Product Schedule for additional license, access and site terms. Customer must ensure its employee users maintain individually-assigned confidential user identifications and control mechanisms to access the iCenter Application, and notify GE Healthcare immediately of unauthorized access to or use of a username, password or other breach of security. The iCenter Application and information therein are provided on an “AS IS” and “AS AVAILABLE” basis. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, APPLY. GE Healthcare may monitor use of the iCenter Application for purposes including, but not limited to, ensuring appropriate use, product and service enhancements, performance monitoring and marketing. GE Healthcare may upgrade, modify, suspend, replace or disable the iCenter Application or portions thereof at any time during this Agreement. Customer cannot: (i) modify, reverse engineer, decompile, disassemble, copy or create derivative works of the iCenter Application; (ii) modify markings, labels or notices of proprietary rights; or (iii) make the iCenter Application or information therein available to third-parties. GE Healthcare retains all ownership and intellectual property rights to the iCenter Application and information therein. No rights are granted except as expressly provided in this Agreement.

8. Remote Diagnostic Services. If identified on the Product Schedule, the Agreement includes GE Healthcare’s then-current InSite, iLinq, or iLinq Diagnostic tools. Not available on all Products. Hours of operation based on product type.

9. Uptime Performance. If a Product fails to meet GE Healthcare’s uptime commitment identified on the Product Schedule during any year of the Agreement, GE Healthcare will provide the applicable remedy listed below (which is Customer’s sole and exclusive remedy). Uptime is calculated as follows: (Uptime-Downtime)/Uptime, with Uptime measured as the coverage hours identified on the Product Schedule (hours per day x days per week x 52 weeks). Downtime is measured as the number of hours the Product is inoperable and out of service. PM time and software update/upgrade installation are excluded from downtime calculation. Product is considered down from the time the service request is received by GE Healthcare until it is turned over to Customer for operation/use. Product is considered in service if Customer fails to give GE Healthcare immediate and unencumbered access to it or continues to obtain scans from it after notifying GE Healthcare of Product failure. Product is considered out of service if it is unavailable for scanning patients and diagnosing images on the display console or operator’s console. Peripheral equipment (e.g., remote console, magnetic tape drive, hard copy devices, multi-format, laser cameras) are excluded. Services required for anything other than Product failure, and damage or inoperability beyond GE Healthcare’s control, are excluded.

Customer is responsible for tracking and calculating uptime. To be eligible for the remedy, Customer must maintain a performance log that includes data required to calculate downtime.

Offering	Remedy
AssurePoint Standard	Reduction in the amount of the then-current annual charge for the affected Product during the following contract year, at the following amounts:
AssurePoint Rapid	<u>% Less Than Uptime Commitment</u>
AssurePoint Access	<u>Reduction %</u>
AssurePoint Performance	.1% - 5%
AssurePoint Advance	5.1% -10%
	>10%
	5%
	10%
	15%

10. Specialty Component Coverage. Customer may separately purchase specialty component coverage for tubes, probes and detectors, including AP Complete, AP Reserve, or AP Pro. See applicable Statement of Service Deliverables for additional terms and conditions.

11. No Charge Special Parts Handling. GE Healthcare will provide no charge special handling of critical parts in Product hard down situations. Critical parts are Replacement Parts required for sufficient functionality of the Product to reasonably resume patient scanning and diagnosing images on the display or operator's console. Special handling is expedited delivery beyond Replacement Parts delivery priority identified on the Product Schedule.

12. Quality Assurance Activities. Upon Customer request, GE Healthcare will provide quality assurance activities (e.g., Product and image quality control testing, calibrations, functional testing) to measure whether Product is performing according to Customer-determined standards.

13. AP Refresh. For AP Refresh, Customer is entitled to a pre-defined 1-time Equipment hardware and/or software upgrade at the beginning of the Agreement, with the cost of such upgrade paid over the full or partial term of the Agreement. See AP Refresh Statement of Service Deliverables for additional terms and conditions. 36-month minimum Agreement is required.

14. Full Service Riders. If the Product Schedule includes ultrasound products, Remote Console, APM Predict: OnWatch, Tube Watch, AP GlassPro or Maxi-Ray GlassPro, see applicable Statement of Service Deliverables Rider for additional terms and conditions.

15. Supplemental Services During Warranty. If identified on the Product Schedule, Customer is entitled to additional services for the Equipment as listed on the Product Schedule for the remaining term of the Equipment Warranty (as defined in the GE Healthcare "Warranty Statement"). The fees for the services are identified on the Product Schedule and will apply if Customer signs and returns this Agreement before delivery of the Equipment. Additional fees (i.e., in addition to the fees identified on the Product Schedule) will apply if Customer signs and returns this Agreement after delivery of the Equipment (contact GE Healthcare). During the Equipment Warranty, Customer's remedies for the services are those described in the Warranty Statement or Product Terms and Conditions. If Customer terminates this Agreement prior to its expiration date, Customer is responsible for amounts owed under this coverage (i.e., the value of services performed on a prorated basis), and will pay the amounts within 30 days following Agreement termination.

16. Product Usage Allowance/Level. Where Service charges are based on an estimate of annual total patient exam volume as identified on the Product Schedule, if Product usage in any contract year exceeds the volume level/band level identified on the Product Schedule by greater than 5%, GE Healthcare may: (i) increase charges for the following contract year based on the prior year's annual total patient exam volume by 10% for CT, Nuclear and PET, and 20% for MR, for each volume level/band level increase; and (ii) charge for the prior year's overage at a per patient rate of \$38 for CT, Nuclear and PET, and \$65 for MR. The overage charge will not exceed the new volume level/band level charge increase by more than 10%.

17. Overtime Hours Allowance. If identified on the Product Schedule, corrective maintenance or PM service will be provided outside the coverage hours identified on the Product Schedule (if not listed, 8am to 5pm local time) up to the number of overtime hours identified on the Product Schedule. The number of overtime hours identified on the Product Schedule are valid for 12 months, commencing on the signature date of the Agreement or its anniversary date, as applicable. Service hours that exceed the number of overtime hours will be billed at GE Healthcare's then-current rates. Unused hours will not roll over to the following contract year and are forfeited without refund or credit.

18. Exclusions. Products are excluded from coverage under the Agreement and Customer is not entitled to any remedy (including uptime remedy) if GE Healthcare's failure to provide Service is due to: (i) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (ii) Customer's default; (iii) improper care of the Product; or (iv) any cause beyond GE Healthcare's control. Unless identified on the Product Schedule, this Agreement does not cover: stand-alone workstations, sensors, transmission pin sources, transducers, non-GE Healthcare supplied coils, MR surface coils on Third Party Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim and gradient coils, and cryogenics. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.



Statement of Service Deliverables TiP-Ed Online

1. TiP-Ed Online. TiP-Ed Online content is available through GE Healthcare's Learning System website with access to courses, supplemental materials, CE assessments and certificates of completion. Access to TiP-Ed Online content requires Customer to have Internet broadband connectivity. GE Healthcare is not responsible or liable for technical issues, loss of connection or internal delivery problems.

1.1 TiP-Ed Online Access and Use. GE Healthcare grants Customer during this Agreement a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use TiP-Ed Online and content therein for Customer's internal business operations in the United States. Customer must ensure its employee users maintain individually-assigned confidential user identifications and control mechanisms to access TiP-Ed Online, and notify GE Healthcare immediately of unauthorized access to or use of a username, password or other breach of security. TiP-Ed Online and content therein are provided on an "AS IS" and "AS AVAILABLE" basis. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, APPLY. GE Healthcare may monitor use of TiP-Ed Online for purposes including, but not limited to, ensuring appropriate use, product and service enhancements, performance monitoring and marketing. GE Healthcare may upgrade, modify, suspend, replace or disable TiP-Ed Online or portions thereof at any time during this Agreement. Customer cannot: (i) modify, reverse engineer, decompile, disassemble, copy or create derivative works of TiP-Ed Online or content therein; (ii) modify markings, labels or notices of proprietary rights; or (iii) make TiP-Ed Online or content therein available to third-parties. GE Healthcare retains all ownership and intellectual property rights to TiP-Ed Online and content therein. No rights are granted except as expressly provided in this Agreement.

1.2 Customer's TiP-Ed Online Responsibilities. Customer will: (i) assist GE Healthcare or its agents to determine the compatibility of Customer's existing on-line system to access TiP-Ed Online content; (ii) maintain its facilities in order to receive TiP-Ed Online content through the use of GE Healthcare's Learning System; and (iii) designate an education coordinator for each Customer facility utilizing TiP-Ed Online.

1.3 GE Healthcare's TiP-Ed Online Responsibilities. GE Healthcare will provide: (i) telephone assistance during the initial setup of TiP-Ed Online; (ii) utilization tools and processes for promoting participation in TiP-Ed Online (e.g., schedules, calendars); (iii) access via 1 user name and password to site-specific education records for 1 designated education coordinator per participating facility; and (iv) toll-free customer service support 24 hours per day, 7 days per week (excluding GE Healthcare holidays).



Agency Authorization Agreement

Customer named below designates GE Healthcare as its authorized agent to act on Customer's behalf to conduct the following business matters concerning the equipment within Customer's owned, leased and/or managed facilities:

- ◆ Negotiate and sign service agreements and amendments thereto.
- ◆ Obtain service support, service support pricing, parts, parts pricing, technical support and information (including, but not limited to, manuals, software, etc.), service histories, time and material cost, and training.
- ◆ Receive invoices related to the service of the equipment including, but not limited to, service agreements, service support, parts, technical support and information, time and material cost, and training.

This agency authorization is effective as of the date shown below and continues until revoked in writing by an authorized representative of Customer. Revocation of this agency authorization will not affect the validity of any contracts or commitments made by GE Healthcare as Customer's agent prior to delivery of the written revocation.

CUSTOMER

Facility Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



ADDENDUM TO QUOTATION

This Addendum to Quotation(s) ("Addendum"), effective as of last signature date indicated in the signature area of this Addendum ("Effective Date") is entered into by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified on the GE Healthcare quotation(s) which are listed below and incorporated herein by reference (each, a "Quotation" and, collectively, the "Quotations"):

Quotation Number(s)

22F452A

Quotation Date(s)

Friday, June 11, 2021

WHEREAS, GE Healthcare has provided Customer with the Quotation(s) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on each Quotation in accordance with the terms and conditions set forth on each Quotation (each, an "Agreement" and collectively, the "Agreements"); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement(s) in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

- Each Agreement is revised as set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

Entire Agreement. In the event of any conflict between the terms and conditions of this Addendum on the one hand, and each Agreement on the other hand, the terms and conditions of this Addendum shall govern and control. Except as otherwise expressly provided in the Addendum, the parties agree that all provisions of each Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and each Agreement contain the entire agreement among the parties related to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

In WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

Customer	GE Healthcare
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

ID#: 176592643

EXHIBIT A

Each Agreement is revised as follows:

- GE Healthcare agrees to pro-rated invoicing beginning on the date indicated in the Product Schedule. If the Agreement is terminated for any reason prior to its expiration, the value of payment periods referenced as \$0 in the Product Schedule become immediately due and payable.



Addendum to Agreement

GE Healthcare

This Addendum to Agreement ("Addendum") is made by Mangum Regional Medical Center with an address at 1 Wickersham St, Mangum, OK 73554 ("Customer") and GE Precision Healthcare LLC, a GE Healthcare business, with an address at 3000 N. Grandview Blvd., Waukesha, WI 53188 ("GE Healthcare"), parties to GE Healthcare Service Quotation with Quotation ID # 22F452A ("Quotation", attached as Exhibit A) for the products and/or services listed on the Quotation in accordance with the terms and conditions identified in the Quotation ("Agreement").

The Agreement is amended as follows:

1. The section titled "Billing Frequency" on the first page of the Quotation is amended to read as follows: "Entire Term (60 months) – Advance."
2. The section titled "Payment Schedule" on the face page of the Quotation is amended to read as follows: "Customer shall pay 100% of fixed charges under the Agreement in one lump sum, plus applicable taxes, on or before June 30, 2021 NET 30 days of invoice date."
3. For the avoidance of doubt, the parties agree the Customer shall be billed a one-time installment of \$270,464.50 for the entire Agreement.
4. Section 14 ("Inflation") of the GE Healthcare Service Terms & Conditions is deleted in its entirety.
5. GE Healthcare agrees to pro-rated invoicing beginning on the date indicated in the Product Schedule. If the Agreement is terminated for any reason prior to its expiration, the value of payment periods referenced as \$0 in the Product Schedule become immediately due and payable.
6. Except as set forth in this Addendum, the Agreement is unaffected and continues in full force in accordance with its terms. If there is a conflict between this Addendum and the Agreement or any other earlier amendment, the terms of this Addendum will prevail.

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

Mangum Regional Medical Center

GE Healthcare

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO #: _____ (Customer use only)

Exhibit A

GE Healthcare Service Quotation with Quotation ID # 22F452A (please see attached)



GE Healthcare Addendum to Quotation(s)

This GE Healthcare Addendum to Quotation(s) ("Addendum"), effective as of last signature date indicated below ("Effective Date") is entered into by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified on the GE Healthcare quotation(s) which are listed in Exhibit A attached hereto and incorporated herein by reference (each, a "Quotation" and, collectively, the "Quotations").

WHEREAS, GE Healthcare has provided Customer with the Quotation(s) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on each Quotation in accordance with the terms and conditions set forth on each Quotation (each, an "Agreement" and collectively, the "Agreements"); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement(s) in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises and the representations and mutual undertakings hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

- As a matter of administrative convenience, the parties agree to the Terms and Conditions of Quotations listed in Exhibit A by signature of this Addendum.
- Customer's form of payment is as follows:

Initial to indicate form of payment:

(If potential for a lease exists, GE HFS or otherwise, select lease)

☒ Cash* ☐ Lease ☐ HFS Loan

If leasing please provide name of finance company below:

*Selecting cash declines option for GE HFS financing

*Cash is the default option if this Addendum is signed and the form of payment is not indicated above.

Initial to indicate tax status for Service* (if applicable):

☒ Exempt from Sales and Use Tax (NOTE: GE Healthcare must have a Current Tax Exemption Certificate)

☐ Subject to Sales and Use Tax**

*Equipment tax status as set forth on the Equipment Quotation

**Subject to Sales and Use Tax is the default option if this Addendum is signed and the tax status is not indicated above.

Enter PO Information (if applicable):

PO # for Equipment: ☒ _____

PO # for Service*: _____

*Denote "same" if only 1 PO is needed for both Equipment and Service

Entire Agreement. In the event of any conflict between the terms and conditions of this Addendum on the one hand, and each Agreement on the other hand, the terms and conditions of this Addendum shall govern and control. Except as otherwise expressly provided in the Addendum, the parties agree that all provisions of each Agreement are hereby ratified and agreed to be in full force and effect and are incorporated herein by reference. This Addendum and each Agreement contain the entire agreement among the parties related to the subject matter herein and all prior proposals, discussions and writings by and among the parties and relating to the subject matter herein are superseded hereby and thereby.

In WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the Effective Date.

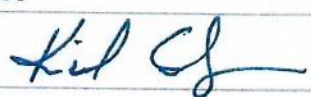
MANGUM REGIONAL MEDICAL CENTER	GE Healthcare
Signature:	Signature: 
Print Name:	Print Name: KIRK SNOWGRASS
Title:	Title: ITM
Date:	Date: 6-11-21

EXHIBIT A

Quotation Number	Quotation Date
22F452A	Friday, June 11, 2021
2008006494.4	6/30/2021