

**Hospital Vendor Contract – Summary Sheet**

1. Name of Contract: **GE X-Ray Purchase & Service Agreement**
2. Contracted Parties: **GE Precision Healthcare, LLC and Mangum City Hospital Authority**
3. Contract Type Services: **Purchase, 72 month service agreement, installation and training for a new X-Ray machine**
4. Description of Services: **GE will provide a new Definium 646 HD system with OTS and Cable Drape. Additional list of equipment attached.**
5. Cost: ☒ (Monthly) -and- ☒ **\$241,951** (Total Cost)
6. Term: **6** Years
7. Termination Clause: **NA**



## GE Precision Healthcare, LLC

June 9, 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 **Definium 646 HD X-Ray Room** 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 damage coverage for the HD detectors. Below is a summary of the quotes you requested:

<b>Definium 646 HD X-Ray Room</b>	<b>\$ 151,725.54</b>
<b>60 Additional Months of Service (\$20,050/year-6month skip)</b>	<b>\$ 90,225.00</b>
 <b>TOTAL EQUIPMENT</b>	 <b>\$ 151,725.54</b>
 <b>TOTAL SERVICE</b>	 <b><u>\$ 90,225.00</u></b>
  <b>TOTAL COST OF OWNERSHIP – 72 MONTHS</b>	  <b>\$ 241,950.54</b>



May 20, 2021  
Quote Number: **2007981663.1**  
Customer ID: **13835**  
Agreement Expiration Date: **6/30/2021**

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
Sales and Use Tax Exemption	No Certificate on File
Logistics Surcharge %	1.75%
Logistics Surcharge Amount	\$2,609.54
Total Amount with Logistics Surcharge	\$151,725.54

**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: May 20, 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	1.00	S3003BSTC	<b>Definium 646 HD System (Gen 5.WSO, OSHPD) with OTS and Cable Drape</b>
<b>List Price</b>			
<b>\$90,000.00</b>			

Optimized for the Way You Work.

Definium™ 646 HD\* is a versatile digital radiographic system that empowers radiology teams and helps them deliver diagnostic confidence efficiently, with multiple configurations that adapt to your clinical environment.

Powered by Helix™ 2.0 advanced image processing and featuring the FlashPad HD 100 Micron high resolution wireless detectors, the Definium™ 646 HD is designed to optimize your X-ray experience with versatility, speed and precision for all your patients.

- Helix™ 2.0 Advanced Image Processing delivering sharp detail and consistent performance despite variations in exposure technique and challenging exam conditions
- Using artificial intelligence to deliver enhancements in image presentation consistency.
- Consistent brightness and contrast across variations in dose, patient positioning and field of view
- Improved contrast for chest images
- Significant noise reduction capabilities while minimizing the effect on fine details.
- Excellent handling of metal implants
- Up to 40% improvement in detectability of fine structures
- QuickEnhance: One-touch image reprocessing for anatomy specific customized visualization for lines, instruments, implants and more

The Overhead Tube Suspension (OTS) system with motorized movement delivers excellent levels of operational support designed for efficient operation and precise positioning.

- Motion control: 1 axis (vertical) servo motion and 4 axis manual motion (longitudinal, lateral, tube angulation and column rotation)
- Override mode: Allowing the user to assume complete control for complex or emergency positioning
- Auto-Detents: Assisting the user with locating and securing detents
- Auto-Tracking: Automated vertical tracking to align with Wall stand detector. Automated vertical tracking to maintain Table SID
- Cable drapes provide the most flexible room layout options and greatest access for cleanability

\*Definium™ 646 HD is a commercial configuration of the Optima XR646 HD

Line	Qty.	Catalog	
2	1.00	S35646	<b>Definium 646 Gen 5 – WSO</b>
<b>List Price</b>			
<b>\$0.00</b>			

Line	Qty.	Catalog	
3	1.00	S2000BRSL	<b>OTS Cable Drape Select</b>
<b>List Price</b>			
<b>\$0.00</b>			

Line	Qty.	Catalog	
4	1.00	S2104JC	<b>OTS Rail Select - 4 m</b>
<b>List Price</b>			
<b>\$2,000.00</b>			

OTS Rail Select - 4 m rails

Line	Qty.	Catalog	
5	1.00	S1201KB	<b>80kW High Frequency Generator</b>
<b>List Price</b>			

**\$34,990.00**

80kW generator configuration including tube

Main specifications

- Generator type: High frequency
- Tube voltage range: 40 to 150 kV
- Tube current range: 10 to 1000 mA
- Loading time range: 2 to 2000 ms
- Current time product range: 0.25 to 630mAs (For tube large focal spot: 0.63-630 mAs; for tube small focus spot: 0.25-500 mAs)
- AEC max. backup: 512mAs and/or 2000ms
- AEC Nominal Irradiation Shortest Time (NIST): 2 ms

Line	Qty.	Catalog	
6	1.00	S2000APUS	Wireless Kit - US
<b>List Price</b>			
<b>\$2,500.00</b>			

System Wireless AP(Access Point) for internal WIFI communication with wireless detectors, with USA Labeling and Certification.

Line	Qty.	Catalog	
7	1.00	S1201LX	Radiology Control Interface Module (RCIM2)
<b>List Price</b>			
<b>\$0.00</b>			

Operation Console RCIM2

Line	Qty.	Catalog	
8	1.00	S3100SWS	Standard Tilting Wall Stand
<b>List Price</b>			
<b>\$24,000.00</b>			

Tilting Wallstand with Standard Length Arm is designed for radiography applications with the patient standing, sitting or lying on a gurney.

Designed for use with GE's exclusive FlashPad HD wireless digital detector, overhead tube suspension and ion chamber. The FlashPad HD wireless digital detector can be operated docked, tethered or in a wireless digital cassette mode.

The wallstand is motorized. Electromagnetic braking secures vertical motion.

Motorized receptor tilting controlled with either IR remote control (optional) or hand switches located on the arm.

Vertical motorization of the wallstand with foot switch or optional IR remote control.

Auto-tracking from the overhead tube suspension.

Graphic outlines of image sizes and ion chamber scan areas on the front panel enhance accuracy and safety. Preparation is fast and simple for better patient throughput.

The wallstand tilts from -20 degrees to 90 degrees.

The wallstand grids are removable from the side.

It is configurable for either left or right side insertion.

Automatic Exposure Control (AEC) utilize three ion chamber sensors, which are mounted between the patient and digital detector.

Line	Qty.	Catalog	
9	1.00	S2000CSWS	Wall Stand Cable Select
<b>List Price</b>			
<b>\$1,000.00</b>			

Wallstand Cable Selection

Line	Qty.	Catalog	
10	1.00	S1200WSLK	Wall Stand Insert Direction Selection
<b>List Price</b>			



**\$0.00**

Line	Qty.	Catalog	
11	1.00	S2007AC	Wall Stand Grid - 180 cm (72 in)
<b>List Price</b>			
<b>\$3,000.00</b>			

When necessary a 180 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:

- Focal range: 145 – 245 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty.	Catalog	
12	1.00	S2003AC	Wall Stand Grid - 100 cm (40 in)
<b>List Price</b>			
<b>\$3,000.00</b>			

When necessary a 100 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:

- Focal range: 90 – 118 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty.	Catalog	
13	1.00	S2005AC	Wall Stand Grid - 100-180 cm (40-72 in)
<b>List Price</b>			
<b>\$3,000.00</b>			

When necessary a 130 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:

- Focal range: 90 – 190 cm
- Vertical orientation
- Aspect ratio: 10:1
- Line density: 70 lp/cm

Line	Qty.	Catalog	
14	1.00	S3000TBL	Narrow Table - 250 kg (551 lb) Weight Limit
<b>List Price</b>			
<b>\$20,000.00</b>			

Designed for smaller spaces

The narrow table is designed to fit the needs of smaller spaces while delivering excellent performance.

- The 233 x 84 cm (91.7 x 33 in) table supports a capacity of up to 250 kg (551 lb)
- The elevating tabletop makes it easy for patients to get onto the table lowering from 82.5 cm (32.4 in) to 52.5 cm (20.6 in) above the floor
- The table moves longitudinally and transversely across a wide travel range to position patients for the optimum field of view and



imaging

Line	Qty.	Catalog	
15	1.00	S2000CSTBL	Table Cable Select
<u>List Price</u>			
\$1,250.00			

Table Cable Select

Line	Qty.	Catalog	
16	1.00	S39222FQ	Rear Foot Pedal - Narrow Table
<u>List Price</u>			
\$2,000.00			

Double tap rear table foot pedals to enable table movement from both sides to help improve workflow

Line	Qty.	Catalog	
17	1.00	S2000AC	Table Grid - 100 cm (40 in)
<u>List Price</u>			
\$3,000.00			

When necessary a 100 cm wall stand grid can be inserted in the wall stand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications:

- Focal range: 90 – 118 cm
- Vertical orientation
- Aspect ratio: 13:1
- Line density: 70 lp/cm

Line	Qty.	Catalog	
18	1.00	S3001DM	FlashPad HD 3543 Wireless Integrated Digital Detector - 35x43 cm (14x17 in)
<u>List Price</u>			
\$129,000.00			

Four times the information with exceptional dose efficiency

The ultra-high definition and dose efficiency of FlashPad™ HD detectors allow visualization of extraordinary anatomical detail at low dose where it matters most even for your most challenging patients. 100 micron detectors pack four times more pixels per area than the original Flashpad for sharp x-ray images.

- 100 microns pixel pitch
- Removable, rechargeable battery
- 802.11 n 5 GHz link between the system and detector with three internal antennae for the fastest image wireless transfer
- Includes QAP (Quality Assurance Procedure) with all necessary hardware and software

Line	Qty.	Catalog	
19	1.00	S3000GM	Detector Grip Sticker for FlashPad HD 3543
<u>List Price</u>			
\$0.00			

This Grip Sticker is applied to the back of the detector and provides additional texture to the surface for improved handling.

Line	Qty.	Catalog	
20	1.00	S3000DQ	Clip-on Grid 8:1 for FlashPad HD 3543
<u>List Price</u>			

**\$3,000.00**

8:1 Grid for FlashPad HD3643

Line	Qty.	Catalog	
21	1.00	S2009AC	Grid Holder - Wall Mountable
<u>List Price</u>			
<b>\$1,150.00</b>			

Wall Mounting Grid Holder for up to 4 Grids.

Line	Qty.	Catalog	
22	1.00	S2000TTDH	Lateral Detector Holder - Table Mount
<u>List Price</u>			
<b>\$500.00</b>			

Table Detector Holder

Line	Qty.	Catalog	
23	1.00	S1201ARC	AutoRad Pack
<u>List Price</u>			
<b>\$4,900.00</b>			

Improving the assessment of chest pathology  
 Auto Rad includes the following applications:

- Auto Protocol Assist
- Repeat-Reject Analysis
- Auto Field of View

Line	Qty.	Catalog	
24	1.00	S39212UP	Uninterruptible Power Supply (UPS)
<u>List Price</u>			
<b>\$2,000.00</b>			

Uninterrupted Power Supply

Line	Qty.	Catalog	
25	1.00	E4502ST	25 KAIC X-Ray Main Disconnect Panel 80 Amp, 480 V / 208 V
<u>List Price</u>			
<b>\$2,773.00</b>			

#### FEATURES/BENEFITS

- Serves as the main power disconnect between the X-Ray system and the facility 480V or 208V power source
- Provides emergency shut down, undervoltage protection and overcurrent protection for the X-Ray power distribution cabinet
- Standardized design provides a platform for future upgrades of the system
- Offers a number of advantages by combining a variety of individual components into a single pre-engineered and factory tested panel
- UL and cUL listed for compliance with NEC Article 100 and Article 110-3
- Remote emergency off pushbutton located by X-Ray control provides immediate shut down of the entire system to comply with NEC required disconnecting means
- Surface or semi-flush mounting

#### SPECIFICATIONS

- Dimensions (H x W x D): 48" x 20" x 6.68"
- Weight: 80 lbs.
- Mounting: via keyhole slots; Width is 16" on centers, Height is 45.5" on centers

#### COMPATIBILITY

- GE Three Phase X-Ray generators NOTES:

- Customer is responsible for arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
26	2.00	W0330XR	<b>TIP DAY OF APPLICATIONS TRAINING</b>
<u>List Price</u>			
<b>\$2,800.00</b>			

A single day of applications training delivered at customer's site for any GE Healthcare Diagnostic Imaging system. Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays), and are subject to availability. Training must be completed within 12 months from purchase.

Line	Qty.	Catalog	
27	1.00	NI_RAD_INSTALLATION	5,250.00 is for the removal of a Dell fixed Xray room Serial number 03043-0805
<u>List Price</u>			
<b>\$5,250.00</b>			

**Total Quote Subtotal: \$159,116.00**

Qty.	Credits and Adjustments	
1.00	RAD-RF Additional Discount	<b>\$-10,000.00</b>
1.00	Fixedroom Trade-in	<b>\$0.00</b>

**Total Quote Net Selling Price: \$149,116.00**

**Logistics Surcharge: % 1.75%**

**Logistics Surcharge Amount: \$2,609.54**

**Total Amount with Logistics Surcharge: \$151,725.54**

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

May 20, 2021

Quote Number: **2007981663.1**

Customer ID: **13835**

Agreement Expiration Date: **6/30/2021**

### Optional Items

Please initial the Catalogs you wish to purchase

Catalog Number	Qty.	Description	Net Price	Initial
S2020WIN	1.00	Wall Stand Foot Pedal Kit - 25 m	\$1,500.00	

### Trade-in Addendum to GE Healthcare Quotation

This Trade-In Addendum ("Addendum"), effective on **May 20, 2021**, between the GE Healthcare business identified on the Quotation and **Mangum Regional Medical Center** ("Customer"), is made a part of Quotation # **2007981663.1** ^ dated **May 20, 2021** ("Quotation") and modifies it as follows:

A. Customer: (i) certifies that it has full legal title to the equipment and/or mobile vehicle ("mobile vehicles" are defined as any systems requiring a vehicle title) listed in Section E ("Trade-In Equipment"), free and clear of all liens and encumbrances; (ii) conveys title and, if applicable, registration and license documents to GE Healthcare effective on the date of removal or receipt of the Trade-In Equipment (mobile vehicles will not be removed from Customer site until GE Healthcare has received a clean title signed over to GE Healthcare); and (iii) affirms that the Trade-In Equipment has never been used on or to provide care to animals. If GE Healthcare removes the Trade-In Equipment, it will do so at its expense at a mutually agreed time. Trade-In Equipment shall be removed no later than thirty days following installation of Customer's new system, unless explicitly otherwise agreed to by the parties in writing.

Mobile vehicles must include the VIN# on this trade-in addendum: VIN# [insert Vin #]. Mobile vehicles must have a valid DOT sticker and be road worthy at the time GE Healthcare is to take possession of them in order for GE Healthcare to accept a mobile vehicle on trade-in. Any and all logos or hospital affiliation stickers must be removed (outside and inside) by Customer and Customer shall clean the mobile vehicle of all debris and medical supplies prior to removal of the mobile vehicle by GE Healthcare.

B. Customer is responsible for: (i) providing timely, unrestricted access to the Trade-In Equipment in a manner that affords GE Healthcare, or third-party purchaser of the Equipment through GE Healthcare, the ability to complete Equipment inspection and testing, and the ability to complete an operating system back-up prior to de-installation within the timeframe required by GE Healthcare or said third-party purchaser, failure of which to provide may result in termination of this Trade-in Addendum and related credits and/or payments; (ii) ensuring that the Trade-In Equipment and the site where it is located are clean and free of bodily fluids; (iii) informing GE Healthcare of site-related safety risks; (iv) properly managing, transporting and disposing of hazardous materials located on site in accordance with applicable legal requirements; (v) rigging, construction, demolition or facility reconditioning expenses, unless expressly stated otherwise in the Quotation; and (vi) risk of loss and damage to the Trade-In Equipment until safety risks are remediated and the Trade-In Equipment is removed or returned.

C. Prior to removal or return to GE Healthcare, Customer must: (i) remove all Protected Health Information as such term is defined in 45 C.F.R. § 160.103 ("PHI") from the Trade-In Equipment; and (ii) indemnify GE Healthcare for any loss resulting from PHI not removed. GE Healthcare has no obligation in connection with PHI not properly removed.

D. GE Healthcare may in its sole discretion reduce the trade-in amount or decline to purchase the Trade-In Equipment and adjust the total purchase price of the Quotation accordingly if: (i) the terms of this Addendum are not met; (ii) Customer fails to provide access to the Trade-In Equipment as required herein; or (iii) the Trade-In Equipment is missing components or is inoperable and/or non-functioning when removed or returned – Customer is required to confirm for GE Healthcare the operability of the Trade-In Equipment prior to the deinstallation of the Equipment. All other terms and conditions of the Quotation remain in full force and effect.

E. Trade-In Equipment:

Trade-In Equipment Mfr.	Model & Description	Quantity	System ID*	Trade-In Amount
OTHER	Fixedroom Trade-in	1.00	03043-0805	(\$) \$ 0.00

This Addendum is executed when: (i) signed by the parties below; (ii) Customer receives this Addendum and signs the Quotation that references the Trade-In Equipment; or (iii) Customer receives this Addendum and issues a purchase order identifying either the terms of the Quotation (which includes a reference to the Trade-In Equipment) as governing the order (PO# \_\_\_\_\_)†.

**Mangum Regional Medical Center**

**GE Healthcare**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

^ A Quotation number must be provided on this document.

\* In the event the Trade-In Equipment does not have a System ID, please record the serial number of each component that comprises the Trade-In Equipment.

† If you are relying upon the purchase order to reflect acceptance of the terms contained herein, please update this document with the applicable PO number upon receipt of the PO. Failure to do so may result in delays surrounding deinstallation of the System(s).





## GE Healthcare Terms &amp; 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.  
3.

4. **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.

5.  
6.

7. **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.

8.  
9.

10. **Commercial Logistics.**

10.1. Order Cancellation and Modifications.

10.1.1. 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.

11.  
12.

12.1.1. 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.

13.  
14.

14.1. 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.

15.  
16.

16.1. 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.

17.  
18.

18.1. 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.

19.

20.

21.

21.1. 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.

22.

23.

23.1. Acceptance.

23.1.1. 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.

24.

25.

25.1.1. 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.

26.

27.

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

28.

29.

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

30.

31.

31.1. 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.

32.

33.

33.1. 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.

34.

35.

35.1. 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.

36.

37.

38. **Security Interest and Payment**

38.1. 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.

39.

40.

40.1. 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.



- 41.
- 42.
- 42.1. **Lease.** If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.
- 43.
- 44.
45. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.
- 46.
- 47.
48. **Subscriptions.** The following terms apply to all Subscriptions (excluding Healthcare Digital Products).
- 48.1. **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE Healthcare provides Customer access to the Products.
- 49.
- 50.
- 50.1. **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.
- 51.
- 52.
- 52.1. **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.
- 53.
- 54.
- 54.1. **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.
- 55.
- 56.
- 56.1. **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.
- 57.
- 58.
- 58.1. **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.
- 59.
- 59.1. **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.
- 60.
- 60.1. **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.
- 61.
62. **General Terms.**
- 62.1. **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.
- 63.
- 63.1. **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.
- 64.



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

65.

65.1. 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.

66.

66.1. 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.

67.

67.1. 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.

68.

#### 69. **Compliance.**

69.1. 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.

70.

70.1. 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.**

71.

71.1. 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.

72.

72.1. 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.

73.

73.1. 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.

74.

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

75.

75.1. 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.

76.

#### 76.1. Use of Data.

76.1.1. 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.

77.



77.1.1. 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.

78.

78.1. 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.

79.

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

80.

80.1. 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.

81.

## 82. Disputes and Arbitration.

82.1. 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.

83.

## 84. Liability and Indemnity.

84.1. 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.

85.

85.1. 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.

86.

86.1. 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.

87.

### 87.1. General Indemnification.

87.1.1. 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.

88.

88.1.1. 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.

89.

89.1. 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.

90.

## 91. Payment and Finance.

91.1. 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.

92.

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

93.

93.1. **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.

94.

95. **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.

96.

97. **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.

98.

99. **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.

100.

101. **Subscription Products and ViewPoint Software Maintenance Terms and Conditions.**

101.1. **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").

102.

102.1. **Scope.**

102.1.1. **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.

103.



103.1.1. 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.

104.

104.1.1. 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.

104.1.2. 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.

105.

105.1.1. 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.

106.

106.1.1. 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.

107.

107.1.1. 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.

108.

108.1.1. 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.

109.





### 1. Warranty.

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

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

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

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

1.5 **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

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

1.7 **Subscription Products.** 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, or (ii) the date Product testing is successfully completed

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR



systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

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

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

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

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

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

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

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

**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

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

**Corometrics® Nautilus Transducers:** 2 years

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

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

Warranty Statement (Rev 01.30.20)



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

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year



## GE Healthcare Service Quotation

AGREEMENT# \_\_\_\_\_

ACCOUNT# **148756**QUOTATION ID# **546E08E****Customer Information:**Name: **MANGUM REGIONAL MEDICAL CENTER**Address: \_\_\_\_\_  
City: **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 months**Billing Frequency:** Monthly - Advance**Payment Terms:** Net 30 days of invoice date**Payment Schedule\*\*\*:** \_\_\_\_\_

The following payments have non-date effective dates:

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

After End of System Warranty

\$837.50 Monthly - Advance, Effective at 6 Months After End of System

Warranty through End of Agreement

\$833.33 Monthly - Advance, Effective at 6 Months After End of System

Warranty through End of Agreement

**Agreement Start Date\*\*:** End of Warranty**Quotation Expiration Date:** August 13, 2021**PO Requirement:** ☐ Yes (hardcopy PO required) ☐ 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: 6/14/2021





## GE Healthcare Service Contract Automatic Payment Form

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

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

### 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 be processed in advance of the invoice due date. 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: 546F08F**

**MANGUM REGIONAL MEDICAL CENTER**

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 8/13/2021

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE XR OPTIMA XR646 HD (X#7D61)	End of Warranty for 6 Months	AssurePoint Standard	INCLUDED: • ILINQ RESPONSE TIME: 30 MIN. • TABLE • TUBE COVERAGE EXCLUDED: • APM Predict • Continuity • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WIRELESS DETECTOR • 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-GDXR • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • Uptime Commitment: 97% • Discount: \$0 Billing**	Total billed: \$0.00  (previous annualized: \$0)  (incremental annualized: \$0)  (new annualized: \$0)	Deferred Payment Value: \$5,025.
System ID: TBD0001 Phy Loc Acct: 148756	MODIFY: Price POS	GE XR OPTIMA XR646 HD (X#7D61)	6 Months After End of System Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • ILINQ RESPONSE TIME: 30 MIN. • TABLE • TUBE COVERAGE EXCLUDED: • APM Predict • Continuity • PERIPHERAL DEVICES • Printers • UNINTERRUPTED POWER SUPPLY • WIRELESS DETECTOR • 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-GDXR • Software and Quality Updates • Third Party Software: Excluded • TIP Answer Line • Uptime Commitment: 97%	Old Annual Amount: \$0  Incremental Annual Amount: \$10,050  New Annual Amount: \$10,050	



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2021.06.14 - ePB20210613, Q20210519, SS0212552918 546F08F, WF:

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GE Precision Healthcare LLC, a GE Healthcare business

**Schedule A**  
Quote ID: 546F08F

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: TBD0002 Phy Loc Acct: 148756	MODIFY: Price POS	GEXR FlashPad - Digital Wireless Detector (X#0D7A)	End of Warranty for 6 Months	AssurePoint Complete	INCLUDED: • Battery Replacement Coverage • Detector Coverage: Included (customer pays \$5,000 per accidental drop) • Grid Replacement	<ul style="list-style-type: none"> <li>• FE Coverage Weekdays: MON-FRI, 8AM-5PM</li> <li>• FE Coverage Weekend: NO COVERAGE HRS</li> <li>• FE Onsite Response Time: 4-Hours</li> <li>• iCenter</li> <li>• InSite/Tech Phone Support</li> <li>• Parts Shipping: Included, Next Day 10:30 AM LST-GENERAL</li> <li>• PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM</li> <li>• Repair Parts: Included, Next Day 10:30 AM LST-GDXR</li> <li>• Replacements Due to Abuse, Theft, Loss, Fire: Excluded</li> <li>• Software and Quality Updates</li> <li>• Third Party Software: Excluded</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> <li>• Discount: \$0 Billing**</li> </ul>	Total billed: \$0.00  (previous annualized: \$0)  (incremental annualized: \$0)  (new annualized: \$0)	» Deferred Payment Value: \$5,000.
System ID: TBD0002 Phy Loc Acct: 148756	MODIFY: Price POS	GEXR FlashPad - Digital Wireless Detector (X#0D7A)	6 Months After End of System Warranty through End of Agreement	AssurePoint Complete	INCLUDED: • Battery Replacement Coverage • Detector Coverage: Included (customer pays \$5,000 per accidental drop) • Grid Replacement	<ul style="list-style-type: none"> <li>• FE Coverage Weekdays: MON-FRI, 8AM-5PM</li> <li>• FE Coverage Weekend: NO COVERAGE HRS</li> <li>• FE Onsite Response Time: 4-Hours</li> <li>• iCenter</li> <li>• InSite/Tech Phone Support</li> <li>• Parts Shipping: Included, Next Day 10:30 AM LST-GENERAL</li> <li>• PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM</li> <li>• Repair Parts: Included, Next Day 10:30 AM LST-GDXR</li> <li>• Replacements Due to Abuse, Theft, Loss, Fire: Excluded</li> <li>• Software and Quality Updates</li> <li>• Third Party Software: Excluded</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	Old Annual Amount: \$0  Incremental Annual Amount: \$10,000  New Annual Amount: \$10,000	







## 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	5%
AssurePoint Advance	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 Component Coverage Service Options

### 1. Component Coverage (AP Pro/AP Reserve/AP Complete as identified on the Product Schedule).

**AP Pro:** GE Healthcare will provide replacement Components or repair service for failed Components in the Product at GE Healthcare's then-current list price, less any discount identified on the Product Schedule.

**AP Reserve:** GE Healthcare will provide replacement Components or repair service for failed Components in the Product in the allotment identified on the Product Schedule. The allotment may be for the term of this Agreement or for each 12-month interval within the term of this Agreement (as identified on the Product Schedule). No credits or refunds will be issued by GE Healthcare if the allotment is not fully utilized within such period. The allotment is non-transferable. If the allotment is fully utilized, Customer may purchase additional replacement Components or repair service for the Product during the remainder of the AP Reserve term at GE Healthcare's then-current list price, less any discount identified on the Product Schedule.

**AP Complete:** GE Healthcare will provide replacement Components or repair service for failed Components in the Product.

**2. GE Healthcare Service.** Except as otherwise stated herein, Component coverage does not include installation and calibration services. Service may be covered under an accompanying GE Healthcare statement of service deliverables; however, if no such statement of service deliverables exists, any installation and calibration service will be billed at GE Healthcare's then-current rates. GE Healthcare may verify the need for Component replacement/repair for any Component requested by Customer. Replacement Components may be provided on a new or refurbished/repared (exchange) basis, and GE Healthcare may use new or refurbished/repared (exchange) Components during Service. If an exchange Component is provided, the original 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 Component.

**3. Customer Responsibilities.** If Component coverage expires prior to any other statement of service deliverables included in this Agreement, Customer will renew such Component coverage so that it will expire co-terminously. Customer is responsible for maintaining a Product maintenance and repair program pursuant to OEM recommended frequencies and published specifications as set forth in the OEM service manuals, and repair the Product only with repair parts that meet OEM repair part published specifications.

**AP Pro:** Customer will have at least 1 department at Customer's site that operates any of the following Product(s): Mammography, Mobile Radiography, Fluoroscopy X-Ray, Radiography X-Ray, Vascular Angiography, Cardiology X-Ray, Computed Tomography, or Ultrasound. Products of the same model type in the department must either be covered under AP Pro or another Component coverage. If such other Component coverage expires during the AP Pro term, Customer will renew such other Component coverage or add the Product under AP Pro.

**AP Reserve:** The cost of Components will be amortized over the AP Reserve term. To the extent cancellation, termination or early expiration is permitted under this Agreement, Customer will pay any unpaid remaining balance within a mutually agreed upon period of time.

### 4. Replacement/Repair Period and Disclaimer of Warranties.

**AP Pro:** Subject to the exceptions listed herein, probe and detector Components that fail on the Product within 90 days after installation ("Exchange Replacement/Repair Period"), will be replaced or repaired at no additional charge and will carry the remaining balance of the replaced/repared Component's Exchange Replacement/Repair Period. The replacement/repair of a Component failure occurring on such Product outside the Exchange Replacement/Repair Period will require Customer to pay the Exchange Rate (identified below), plus applicable taxes. Except for the Exchange Replacement/Repair Period, Components are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To illustrate:

- Detector A (with an Exchange Replacement/Repair Period of 90 days) fails 40 days after installation while covered under AP Pro. Detector B is installed in its place. Detector B is not subject to the Exchange Rate charge and carries the balance of Detector A's 90 day Exchange Replacement/Repair Period (i.e., 50 days).
- Detector A (with an Exchange Replacement/Repair Period of 90 days) fails 91 days after installation while covered under AP Pro. Detector B is installed in its place. Detector B is subject to the Exchange Rate charge and carries a new Exchange Replacement/Repair Period of 90 days.

Customer will pay the "Exchange Rate" (identified on the Product Schedule), plus applicable taxes, for the first replacement Component or repair service that GE Healthcare provides on each Product during the AP Pro term. Thereafter, any Component failure occurring on such Product during the Component's Exchange Replacement/Repair Period prior to the end of the AP Pro term will be replaced or repaired at no additional charge, and any Component failure occurring on such Product outside the Component's Exchange Replacement/Repair Period prior to the end of the AP Pro term will be replaced or repaired at the Exchange Rate (plus applicable taxes).

**AP Reserve:** Subject to the exceptions listed herein, probe and detector Components that fail on the Product within 90 days after installation ("Exchange Replacement/Repair Period"), will be replaced or repaired at no additional charge, will not be counted against the allotment, and will carry the remaining balance of the replaced/repared Component's Exchange Replacement/Repair Period. The replacement/repair of a Component failure occurring on such Product outside the Exchange Replacement/Repair Period will be counted against the allotment. Except for the Exchange Replacement/Repair Period, Components are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To illustrate:

- Probe A (with an Exchange Replacement/Repair Period of 90 days) fails 40 days after installation while covered under AP Reserve. Probe B is installed in its place. Probe B is not counted against the allotment, and carries the balance of Probe A's 90 day Exchange Replacement/Repair Period (i.e., 50 days).
- Probe A (with an Exchange Replacement/Repair Period of 90 days) fails 91 days after installation while covered under AP Reserve. Probe B is installed in its place. Probe B is counted against the allotment and carries a new Exchange Replacement/Repair Period of 90 days.

**AP Complete:** Components are provided AS IS with NO WARRANTIES OF ANY KIND, INCLUDING NO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5. Exceptions.** Component coverage does not cover lost components, theft, or damage caused by any use that does not conform to OEM guidelines (e.g., abuse, improper handling, power failures or surges, fire). Claims reported after expiration or termination of Component coverage are not covered even if the damage occurred prior to such expiration or termination.

**X-Ray Portable (Wireless & Tethered) Digital Detector:**

- **AP Pro and AP Reserve** are used for Product-related portable digital detector failures that occur due to normal use or accidental damage (if identified on the Product Schedule). The Exchange Replacement/Repair Period of 90 days for detectors is only for OEM manufacturer defects; it does not apply to accidents.



- **AP Complete** is used for Product-related portable digital detector failures that occur due to normal use or accidental damage as limited to the number of replacements per contract year identified on the Product Schedule. Additional Component replacements may be purchased at the price or discount identified on the Product Schedule.
- X-Ray Wireless and Tethered Digital Detectors covered under Component coverage includes installation and calibration services, provided Monday-Friday, 8am to 5pm local time (excluding GE Healthcare holidays), unless other onsite coverage hours are identified on the Product Schedule. Service outside of specified hours, or on GE Healthcare holidays, will be billed at GE Healthcare's then-current rates.
- In addition to any other exclusions and exceptions set forth in this Agreement, Component coverage does not cover abuse (e.g., use that causes fluid invasion, holes, deep scratches, or detector case to crack).

**Ultrasound Product:**

- **AP Pro** and **AP Reserve** are used for (i) Product-related general/specialty probe failures that occur due to normal use or accidental damage (if identified on the Product Schedule), and (ii) Product-related TEE probe failures that occur due to normal use, accidental damage or bite marks (if identified on the Product Schedule). The Exchange Replacement/Repair Period of 90 days for probes is only for OEM manufacturer defects; it does not apply to accidents.
- **AP Complete** is used for (i) Product-related general/specialty probe failures that occur due to normal use, or accidental damage as limited to the number of replacements/repairs per contract year identified on the Product Schedule, and (ii) Product-related TEE probe failures that occur due to normal use, accidental damage or bite marks as limited to the number of replacements/repairs per contract year identified on the Product Schedule. Additional repair service will be at GE Healthcare's then-current service rates and additional Component replacements may be purchased at the price or discount identified on the Product Schedule.
- In addition to any other exclusions and exceptions set forth in this Agreement, Component coverage does not cover damage caused by improper cleaning, disinfecting or over-soaking.

**6. Probe Loaner Coverage.** A loaner probe may be provided by GE Healthcare while servicing Customer's probe under Component coverage according to the Loaner Units section of this Agreement (with the understanding that Customer will not receive an entire loaner unit, but instead a loaner probe). Upon the written agreement of the parties, Customer may purchase the loaner probe as a replacement for Customer's damaged probe so long as Customer promptly returns the damaged probe to GE Healthcare (as it becomes GE Healthcare property).

**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. Exclusions.** In addition to other exclusions set forth in this Agreement, GE Healthcare has no obligation if Component replacement or repair service is required due to: (i) any non-Component related Product problem that affects Component operation or usage occurring after that Component's installation; or (ii) any Component damage incurred during Product relocation.





## 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)**

546F08F

**Quotation Date(s)**

Monday, June 14, 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.