YALE NEW HAVEN HEALTH

Planning & Business Development
789 Howard Avenue - CB1007
New Haven, CT 06519
Phone: (203) 688-2609
Fax: (203) 688-5013

Fax Transmission Sheet

To: OHCA **From:** Jean Ahn

Attention: Honorable Cristine Vogel

Deputy Commissioner

Fax: 860.418.7053 **Date:** 04.14.10

Phone: **Pages:** 45

Re: **CC:**

☑ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

YALE-NEW HAVEN HOSPITAL

April 14, 2010

Honorable Cristine Vogel, Deputy Commissioner
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Reinstatement of Letter of Intent for Yale-New Haven Hospital Replacement of Gamma Cameras with SPECT-CT Camera

Dear Deputy Commissioner Vogel:

After our discussion today, Yale-New Haven Hospital asks that the Office of Health Care Access please reinstate its Letter of Intent (LOI) application for the above project. Enclosed are the original and six copies of Yale-New Haven Hospital's Letter of Intent for the replacement of two aging gamma cameras purchased under threshold with a SPECT-CT camera.

The total capital cost for this proposal is expected to be $2,806,384.

Please feel free to contact me if there are any questions.

Thank you for your consideration.

Sincerely,

Jean Ahn
System Director

cc: Bill Aseltyne, Esq.
Mariane Carna

20 York Street
New Haven, CT 06504

State of Connecticut
Office of Health Care Access
Letter of Intent Form
Form 2030

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

	Applicant One	Applicant Two
Full legal name	Yale-New Haven Hospital	
Doing Business As	Yale-New Haven Hospital	
Name of Parent Corporation	Yale-New Haven Network Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	20 York Street New Haven, CT 06504	
Identify Applicant Status: P for Profit or NP for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	Yes X No	Yes No
Contact Person, including Title/Position: This individual will be the Applicant Designee to receive all correspondence in this matter.	Jean Ahn System Director	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	Yale-New Haven Hospital, Planning Office, 20 York Street (Howe 3) New Haven, CT 06504	
Contact Person Telephone Number	(203) 688-2609	
Contact Person Fax Number	(203) 688-5013	
Contact Person e-mail Address	jean.ahn@ynhh.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: **Replacement of Existing Gamma Cameras with SPECT-CT Camera**

b. Project Proposal: **YNHH proposes to replace two existing basic gamma cameras purchased under threshold with a SPECT-CT camera.**

c. Type of Project/Proposal, please check all that apply:

Inpatient Service(s):

☐ Medical/Surgical ☐ Cardiac ☐ Pediatric ☐ Maternity
☐ Trauma Center ☐ Transplantation Programs
☐ Rehabilitation *(specify type)* _____
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Inpatient *(specify)* _____

Outpatient Service(s):

☐ Ambulatory Surgery Center ☐ Primary Care ☐ Oncology
☐ New Hospital Satellite Facility ☐ Emergency ☐ Urgent Care
☐ Rehabilitation *(specify type)* _____ ☐ Central Services Facility
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Outpatient *(specify)* _____

Imaging:

☐ MRI ☐ CT Scanner ☐ PET Scanner
☐ CT Simulator ☐ PET/CT Scanner ☐ Linear Accelerator
☐ Cineangiography Equipment ☒ New Technology: Hybrid SPECT-CT Gamma Camera

Non-Clinical:

☐ Facility Development ☐ Non-Medical Equipment ☐ Renovations
☐ Change in Ownership or Control ☐ Land and/or Building Acquisitions
☐ Organizational Structure (Mergers, Acquisitions, & Affiliations)
☐ Other Non-Clinical: _____

d. Does the proposal include a Change in Facility (F), Service (S)/Function (Fnc) pursuant to Section 19a-638, C.G.S.?

☒ Yes ☐ No

If you checked "Yes" above, please check the appropriate box below:

☒ New (F, S, Fnc) ☐ Additional (F, S, Fnc) ☒ Replacement
☐ Expansion (F, S, Fnc) ☐ Relocation ☐ Termination of Service
☐ Reduction ☐ Change in Ownership/Control

e. Will the Capital Expenditure/Cost of the proposal exceed $3,000,000, pursuant to Section 19a-639, C.G.S.?

☐ Yes ☒ No

If you checked "Yes" above, please check the boxes below, as appropriate:

☐ New equipment acquisition and operation

☐ Replacement equipment with disposal of existing equipment

☐ Major medical equipment

☐ Change in ownership or control

f. Location of proposal, identifying Street Address, Town and Zip Code:

20 York Street, New Haven, CT 06510

g. List each town this project is intended to serve:

Please see response to Question 3 in the Project Description.

h. Estimated starting date for the project: **Following OHCA approval**

i. If the proposal includes change in the number of beds provide the following information: **N/A**

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: **$2,806,384**

b. Please provide the following tentative capital expenditure/costs related to the proposal:

Major Medical Equipment Purchases*	**$2,207,084**
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	**$ 599,300**
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	**$2,806,384**
Major Medical Equipment – Fair Market Value of Leases Medical	
Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	**$2,806,384**
Total Project Cost	
Capitalized Financing Costs (Informational Purpose Only)	

* Provide an itemized list of all medical and non-medical equipment to be purchased and leased. **Note: Equipment to be purchased is listed below in III.d.**

c. If the proposal has a total capital expenditure/cost exceeding $20,000,000 or if the proposal is for major medical equipment exceeding $3,000,000, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check your preference. **N/A**

☐ Yes ☐ No

1. If you checked "Yes" above: please check the appropriate box below indicating the basis of the projects eligibility for a waiver of hearing

   ☐ Energy Conservation ☐ Health, Fire, Building and Life Safety Code

   ☐ Non Substantive

2. Provide supporting documentation from elected town officials (i.e. letter from Mayor's Office).

d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
SPECT-CT	**GE**	**Discovery NM/CT 570c**	**1**	**$2,207,084.40**

Note: Provide a copy of the vendor contract or quotation for each major medical/imaging equipment. **Please see Appendix I.**

e. Type of financing or funding source (more than one can be checked):

☒ Applicant's Equity	☐ Capital Lease	☐ Conventional Loan
☐ Charitable Contributions	☐ Operating Lease	☐ CHEFA Financing
☒ Funded Depreciation	☐ Grant Funding	
☐ Other *(specify)* _____		

SECTION IV. PROJECT DESCRIPTION

In paragraph format, please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable. **Please see last 2 pages.**

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.

2. List the types of services being proposed and what DPH licensure categories will be sought, if applicable.

3. Identify the current population served and the target population to be served.

4. Identify any unmet need and describe how this project will fulfill that need.

5. Are there any similar existing service providers in the proposed geographic area?

6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.

7. Who will be responsible for providing the service?

8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

07

AFFIDAVIT

To be completed by each Applicant

Applicant: **Yale-New Haven Hospital**

Project Title: **Replacement of Existing Gamma Cameras with SPECT-CT Camera**

I, **James Staten, Chief Financial Officer,** of **Yale-New Haven Hospital,** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that **Yale-New Haven Hospital** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Signature James Staten Date 3-10-10

Subscribed and sworn to before me on 3-10-10

Notary Public/Commissioner of Superior Court

SUSAN ANSPACH SHIELY
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2013

My commission expires:

Form 2030
Revised 10/2007

SECTION IV. PROJECT DESCRIPTION

1. **List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.**
Yale-New Haven Hospital (YNHH) is the primary teaching hospital for the Yale University School of Medicine and a major community hospital for residents of the greater New Haven area. The Hospital offers a full array of primary to quaternary patient services; many quaternary services have been designated as regional or national referral services.

   Currently, myocardial perfusion exams consisting of two parts (stress and rest imaging) are conducted on the existing basic gamma cameras. Given the age of the existing Philips Prism 3000 gamma camera (installed in 1993) and the GE SMV DSTi (installed in 2000) and equipment limitations (such as the lack of standard attenuation correction which corrects or minimizes shadows caused by breast tissue, the diaphragm, and adipose tissue that may make underlying defects and abnormalities difficult to detect, less sensitive crystals that are more limited in their ability to absorb light and detect activity and limited CT ability), the resulting information, images and diagnosis ability do not equal the quality or level permitted by newer, more advanced hybrid technology.

   A copy of YNHH's Department of Public Health (DPH) License is presented as Attachment I.

2. **List the types of services being proposed and what DPH licensure categories will be sought, if applicable.**
The services proposed include those currently provided as well as services that were not possible given the age and limitations of the existing gamma cameras. Given significantly improved crystal sensitivity, better image resolution, hybrid SPECT and CT technology, and information output provided by newer hybrid equipment, in addition to the above services and calcium scoring, the new hybrid cameras will permit the determination of dynamic absolute blood flow and coronary flow reserve via the improved sensitivity of the nuclear detector system (which is important for assessing post-cardiac transplant patients) and use of targeted radiotracers that are predictive of specific outcomes based on failure of the radiotracer to travel through certain parts of the body such as heart muscle and thereby facilitate quicker treatment, greatly enhancing the quality of patient care.

   No additional licensure is required.

3. **Identify the current population served and the target population to be served.**
The current population served and the target population to be served include the residents of Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

4. **Identify any unmet need and describe how this project will fulfill that need.**
Several unmet needs and reasons are outlined below regarding why the outdated basic gamma cameras need to be replaced, including equipment age, limited capabilities (such as the sensitivity limitations of older crystals, lack of attenuation correction, poorer image resolution, longer exam length, and lack of hybrid SPECT-CT alignment), and higher radiation exposure:

   - The existing basic gamma cameras—the Philips Prism 3000 and the GE SMV DSTi—were installed in 1993 and 2000 respectively. Both have exceeded the standard 7-year life of gamma cameras, and are quickly nearing end-of-life. Given the cameras' age, service

requests and maintenance needs have become more frequent, resulting in downtime that subsequently impacts patient care access and timeliness.

- Significantly enhanced functionality and capability are available with the replacement hybrid SPECT-CT cameras that are unavailable with the existing outdated basic gamma cameras, including availability of the standard attenuation correction capability, improved crystal sensitivity, and state-of-the art technology and alignment capability, resulting in drastically shorter imaging time and lowered radiation exposure mentioned below. The new equipment will provide the standard attenuation correction capability that corrects and minimizes shadows caused by tissue and muscle that may mask underlying defects and abnormalities. The basic gamma cameras have scintillation crystals, which have remained unchanged for 50 years and have inherent limitations that make them less sensitive in terms of light absorption and activity detection. The proposed replacement hybrid SPECT-CT camera employs an Alcyone crystal that provides vastly improved sensitivity to the extent that patients with a body mass index of greater than 30 can be provided a standard dose of tracer and be imaged in one day, versus the current two day stay (that involves an additional overnight). In addition, the replacement camera's improved sensitivity reduces scan times from 20 minutes on a conventional camera to 5-6 minutes or fewer. The proposed replacement SPECT-CT system's hybrid gamma camera and 64-slice CT system employs a new and highly innovative detector technology called Alcyone, which improves energy and spatial resolution and reduces artifacts. Given the proposed replacement equipment's hybrid nature, compared to non-identical images from two separate pieces of equipment, the aligned physiological information from the equipment's gamma component perfusion scan and the anatomical information from the system's CT component will provide physicians with mirror images and enhanced ability to detect activity for diagnosis, while also reducing errors resulting from reviewing non-identical images taken from different machines on different days that must then be manually aligned.
- Given the advanced Alcyone technology and Alycone crystal noted above, as well as the drastically shortened imaging time, imaging protocols can be modified to administer lower doses of radioactive tracer to patients, significantly reducing their radiation exposure.

The proposed replacement hybrid SPECT-CT camera will therefore address the issues above. The significantly enhanced capabilities, greater imaging resolution and lower radiation exposure offered by the advanced system will provide patients with safer, more efficient, higher quality care.

5. **Are there any similar existing service providers in the proposed geographic area?**
   The Hospital is unaware of other existing service providers in the proposed geographic area.

6. **Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.**
   Providing access to this new hybrid technology, which significantly enhances resolution capability, image sensitivity and accurate diagnosis through the fusion of SPECT and CT images and information, as well as reduces patients' radiation exposure, will provide the Hospital's patients with access to safer, more efficient, enhanced quality care.

7. **Who will be responsible for providing the service?**
   Yale-New Haven Hospital will be responsible for providing the service.

8. **Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?**
   The payers for this service include Medicare, Medicaid, Aetna, Blue Cross, Cigna, Connecticare, HMC PPO, Oxford, PHS, United Healthcare, Workers Compensation, Yale Health Plan and others.

APPENDIX I

Vendor Quotation

APPENDIX I

Department of Public Health License

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0044

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Yale-New Haven Hospital, Inc. of New Haven, CT, d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504

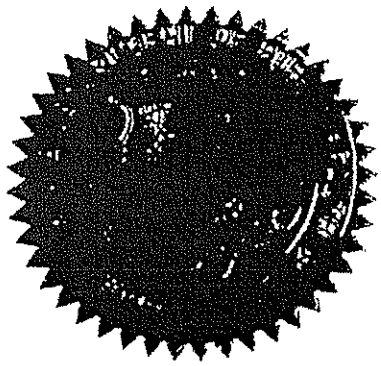
The maximum number of beds shall not exceed at any time:
852 General Hospital beds
92 Bassinets

This license expires **September 30, 2011** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2009.

License revised to reflect:
* Removed (2) Satellites and added (1) Satellite effective 9/29/09

Satellites:
Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT
YNHASC Temple Surgical Center, 60 Temple Street, New Haven, CT
YNHASC Women's Surgical Center, 40 Temple Street, New Haven, CT
*Mauro-Sheridan School Based Health Center, 191 Fountain Street, New Haven, CT



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA,
Commissioner

APPENDIX II

Vendor Quotation

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Yale - New Haven Hospital	Attn: Ms Wendy Bruni	Date: 03-22-2010
20 York St	20 York St	
New Haven CT 06510	New Haven CT 06510	

This Agreement is by and between the Customer and the GE Healthcare entity (referred to herein as "GE Healthcare"), each as identified in this Quotation. GE Healthcare agrees to provide and Customer agrees to pay for the Products and/or Services set forth in this Agreement, in accordance with the terms and conditions set forth in the Governing Agreement identified below. If a Governing Agreement is not identified below on this page, this Agreement shall be governed by the following terms and conditions:

1) This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the Product and/or Service offerings purchased or licensed by Customer;

2) The attached (i) GE Healthcare Warranty documentation; (ii) GE Healthcare Additional Terms and Conditions documentation; and (iii) GE Healthcare Statement of Service Deliverables documentation, as applicable; and

3) The attached GE Healthcare Standard Terms and Conditions Sales and Service.

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

This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. No agreement or understanding, oral or written, in any way purporting to modify these terms and conditions or the Quotation, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter made in writing and signed by each party's authorized representative.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Quotation (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 05-28-2010
- Billing Terms: 10% down / 70% delivery / 20% installation or first patient use
- Payment Terms: UPON RECEIPT
- Governing Agreement: None

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare
3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE _____
Emily Kloeblen Date
Sales Representative

CUSTOMER

_____
Authorized Customer Date

_____
Print Name and Title

_____
PO #

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

____ Cash * ____ Lease ____ HFS Loan

If financing please provide name of finance company below*:

_____

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
1		**Discovery NM/CT 570c**
1	S8000RD	Discovery NM/CT 570c Integrated

Discovery NM/CT 570c ushers in the first generation of volume SPECT/CT technology, bringing a distinct set of new capabilities beyond those offered by conventional SPECT or SPECT/CT scanners and opening the doors to new and advanced procedure possibilities in non-invasive cardiac imaging.

The Discovery NM/CT 570c Integrated System is comprised of the following subsystems:

NM Detector & Gantry: High-resolution, solid-state SPECT detector technology

- Multiple arrays of direct conversion 2.46x2.46mm semiconductor CZT detector
- Multi-pinhole collimation enabling high sensitivity, simultaneous acquisition of all views and reduced penetration
- Detectors shielded for 40-200 keV energy range
- Simultaneous acquisition of all views without motion during scanning
- Improved energy resolution and scatter rejection
- QC source holder enabling fast and accurate QC and calibrations
- Open gantry design facilitates patient setup and free access
- Real-Time gantry status display on acquisition console
- Intuitive Icon-Based handset mounted on the gantry
- Guided Patient Positioning tools for accurate patient positioning

CT Detector & Gantry

- Exclusive V-Res (TM) Detector technology
- Breakthrough diode technology providing true 64-channel acquisition and a platform for future growth.
- 40mm anatomical coverage per rotation with 0.625mm slices.
- Enhanced features for coronary angiography including: ECG waveform display on the console, cardiac optimized bowtie filters for dose reduction and cardiac specific image filters.
- Complete workflow solutions to support the acquisition of 64 sub-mm slices per rotation including Xtream XT Workflow Platform
- Proprietary Volume Reconstruction delivering industry leading z-axis resolution.
- Vari-Speed, GE's exclusive variable speed capability for enhanced coronary angiography
- Performix Pro X-ray tube and generator technology delivering 100kW, 800mA
- OptiDose management features: new bowtie filters optimized for coronary angiography and pediatric body exams, fully 3-Dose modulation
- Neuro 3D Filter

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		Imaging Table • Flexible, 500lb (227kg) patient weight capacity • full cradle extension & 2000mm scannable range Ventricam Positioning Camera/Monitor - A miniature video camera attached to an LCD screen; monitors patients position relative to the detectors during setup and during the scan. Ventricare Patient Leg support - Ergonomic leg support mounted on top of patient table, designed to increase patient comfort, reduces movement & joint strain VentriCare patient Supine Arm support - Ergonomic arm support mounted on top of patient table, designed to increase patient comfort, reduces movement & joint strain Xeleris 2 - Functional Imaging Workstation for NM, PET, NM/CT & PET/CT-Desktop Configuration: • Intely Core2 Quad Processor Q9300 • 6MB onboard L2 cache • Intel X38 chipset with 1333 MHz front side bus • Dual-channel 4x512MB PC2-6400 DDR2 800 • RAID 0 2x80GB SATA II Hard Drive • Database capability: 60GB or 10000 studies (whichever comes first) • Windowsy XP Professional • Integrated ethernet adapter • PCI-E graphics Interface • CD-RW / DVD-RW Multi Drive • CD-RW / DVD-RW Multi Drive • Xeleris 2 Applications Software • 19" Color LCD Processing Monitor • Emory Cardiac Toolbox Software • 1 year subscription top Emory Reporting Option
2	M81511FB	AW VolumeShare2 System with 2 Monitors, VolumeViewer3.1 and 4GB RAM AW VolumeShare2 with Two Flat Panel Monitors and 4GB of RAM AW VolumeShare2 provides 3D visualization and analysis with exceptional stability, quality and flexibility for powerful multi-modality image management, review, comparison and processing. It features innovative 64 bit technology and 2 dual core processors for exceptional performance and large thin slice data set handling. In addition, AW VolumeShare2 features dramatic user

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description

interface enhancements that makes processing routine cases easy and complex cases simpler.

The AW software family improves diagnostic/treatment workflow and enhances clinician-patient communication. AW VolumeShare2 software includes:

- Volume Viewer 3.1: GE 3D software package that includes Volume Rendering, Volume Analysis, Navigator and other 3D visualization and analysis tools
- Advanced X-ray Analysis: Accommodates routine and special procedures, providing tools specifically for the review of DICOM x-ray images.
- 2D image viewer that displays RT, CT, MR, CR X-Ray (Angio and R&F), Digital X-Ray (DX), MG, NM, PET, U/S, Secondary Capture, Secondary Capture Color DICOM Image Objects
- Filmer: Multimedia export tool that creates standard or free-format electronic films in DICOM SR that can be saved, networked or printed to a DICOM, DICOM color or a supported postscript printer. Electronic films can also be exported out of the DICOM environment in a variety of multimedia formats (HTML, PDF, JPEG, PNG, MPEG, AVI, QuickTimey VR).

AW VolumeShare 2 ships with:

- Post-processing software platform, Patient List, database, and DICOM networking
- Volume Viewer 3.1(VA, VR, Navigator)
- 2D Viewer
- Filmer
- Data Export
- Advanced X-ray Analysis
- Two 19" flat panel monitors
- HP xw8400 Workstation:
  - 2 Intel Xeon Dual Core Processors @ 3.0GHz clock speed, 4MB shared L2 cache
  - 4GB DDR-2 RAM (expandable to 12GB)
  - 2 x 146 GB: SAS 15,000rpm hard disks (292 GB can be used for image storage)
  - 1 x 73 GB: SAS 15,000rpm hard disk for OS and system files
  - Internal DVD-ROM drive with CD burner (40x read/write) for DICOM media interchange and writing of DataExport electronic films
  - 10/100/1000 base-T network interface
  - USB Optical 3-button mouse
  - 3 inch floppy drive for service use and preset archive capability

DOES NOT INCLUDE AUTOBONE XPRESS SOFTWARE OR ANY OTHER ADVANCED APPLICATIONS NOT LISTED

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
1	B7877EN	ENGLISH KYBD&LABEL'G KIT English Keyboard for CT systems (CT750 HD)
1	B7864GA	VCT Standard length cable option Standard length cable set for VCT and VCT Select systems
1	B7864PZ	Uninterruptible Power Supply for LightSpeed CT750 HD & VCT Series products Un-Interruptible Power Supply Un-interruptible Power Supply for CT750 HD, and LightSpeed VCT systems. Un-interruptible power supply: supply's power to CT console allowing the user to power down system in the event of source power loss; thus preventing the loss of scan data previously acquired before source power loss. This UPS also: -Provides continuous protection to all of the system's major electronics subsystems -Protects the tube from power outages because it continues to provide power for tube cooling. -Minimizes system restart time by continuing to power the thermal control of the DAS and detector. -Provides enhanced ease of patient removal from the system by keeping the table powered.
1	P5064RR	DVCT SNAPSHOT PULSE OPT. Snapshot(TM) Pulse for Discovery VCT SnapShot Pulse is a new cardiac scanning techniques that reduces patient dose up to 70% and improves cardiac workflow, with uncompromised image quality. The Discovery VCT system uniquely designed to make it all possible - as a result of these key CT scanner attributes: • The 40-mm high resolution V-Res detector with micro voxel technology. • Prospective real-time patient heart-rate controlled ECG gating. • Real-time system controls to precisely control table movement and pulse the X-ray on and off. SnapShot Pulse uses prospectively triggered axial acquisitions synchronized by the patient heart rate, in which X-rays are turned on only during the required heart phase and turned off completely at all other times. In essence, the technique captures a complete picture of the heart using a series of three to four snap shots taken at precise patient table positions and precisely timed to correspond to a specific phase of the cardiac cycle, enabling a dose reduction of up to 70% relative to conventional cardiac CT acquisitions. SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 - 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since these's a

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		smaller number of images to reconstruct, SnapShot Pulse takes less time, yet delivers the same amount of information as a helical cardiac exam. This Option requires Discovery VCT with 5-Beat option and Snapshot Imaging (Helical cardiac acquisition).
1	S8006KW	Xeleris 2 Dual Monitor Upgrade X2 DUAL MON UPGRADE XELERIS 19" LCD Dual Monitor Upgrade Requires an existing H3700MP 19" LCD monitor Additional Black 19 inch LCD Color Monitor for Xeleris 2 Desktop systems only and license for Dual Monitor Optimized Xeleris Applications.This small footprint LCD color monitor from NEC includes US and European power cabling only (Japan Power cable sold separately is not included
1	S8006LN	Sony MOD with SCSI Card 4.1 Gbyte, 5.25 Inch Re-Writable Sony Magneto Optical Drive for Xeleris 2 Workstations. Includes H3700MD SCSI Card for XW6200 Hardware only.
2	H2600SW	4D-MSPECT for Xeleris/eNTEGRA - 1st or 2nd License 4D-MSPECT 4D-MSPECT is an application developed at the University of Michigan Medical Center in Ann Arbor, Michigan. It is a comprehensive cardiac SPECT display and quantification program for gated and ungated SPECT perfusion studies.
1	S8005WF	MultiMedial Creator for Xeleris 1.1 - Multi Pack MultiMedia Creator for Xeleris 1.1 - A powerful tool for the creation and distribution of Xeleris results pages in full color and motion. Text and vocal descriptions may be added to the selected images and the overall report can be viewed and edited prior to distribution. Once created, reports may be distributed on CD, Email or Network easily from within the application.
2	H3900PE	SYNCTOOL FOR ECTB VL SyncTool, cardiac imaging tool for Emory Cardiac Toolbox, to analyze which heart failure patients will benefit from cardiac resynchronization therapy (CRT). This software application provides cardiologists with an objective and timely measure of left ventricular (LV) dyssynchrony. Once the gated SPECT (G-SPECT) image study is completed, results are available in less than one minute. SyncTool works on Syntermed's Emory Cardiac Toolbox (ECTb) included in Xeleris 2.1 for optimum accuracy and efficiency.
1	H3900NW	Alcyone List Mode License

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Qty	Catalog No.	Description
		Alcyone List Mode License An upgrade to Myovation software on Xeleris 2 workstations to include List Mode for Alcyone cameras
1	E4503LL	2 KVA Online Double Conversion UPS - 120V Input/Output 2 KVA Online Double Conversion UPS - 120V Input/Output FEATURES/BENEFITS • The use of uninterruptible power enables the system imaging to be completed after the loss of supply power, and allows for saving of valuable data and orderly system shutdown • The Online UPS eliminates all power anomalies such an noise, transients, overvoltage, and undervoltage, which could damage the imaging system's sensitive computer components • Improves imaging system reliability, reduces service costs, and increases system uptime • Advanced Battery Management Plus uses sophisticated battery sensing technology to double battery service life and provides up to 60 days notice of the end of useful battery service life • System monitoring via: Power vision software, RS-232 Port SPECIFICATIONS • Dimensions (H x W x D): 3.5" x 17" x 19.4" • Weight: 50 lbs. • Nominal Voltage: 120 VAC • Frequency: 50/60 Hz, auto-sensing • Rating: 1.5 kVA / 1,050 W COMPATIBILITY • Nuclear Medicine and Ultrasound applications NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	W0009HC	3.5 day TiP HQ Class CT Cardiac Imaging - Full Service TiP HQ Class CT Cardiac Imaging - Full Service 3.5 day CT course held in the Milwaukee area. Includes travel and modest living expenses. This course covers anatomy, patient preparation, scanning, data reconstruction, and post processing. This training program must be scheduled and completed within 12 months after the date of

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Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		product delivery.
1	W0100CT	6 Day CT TiP Onsite System Training 6 Day CT TiP Onsite System Training CT Onsite Training for a new CT system • One 4 day onsite visit to coincide with system start-up. • One 2 day onsite follow-up visit 6-8 weeks post system start up. During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures. The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0110CT	TiP Applications VCT Cardiac Training TiP Applications VCT Cardiac Training TiP Applications VCT Cardiac Training includes: • 4 onsite days covered in one site visit • 10 hrs. TVA This training program must be scheduled and completed within 36 months after the date of product delivery. Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.
1	W0201NM	TiP NM Onsite Training for Infinia or Millennium System TiP NM Onsite Training for Infinia or Millennium System 6 Days of TiP Onsite Camera and Workstation Training (4 Day Startup; 2 Day follow-up). Onsite training is delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.

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QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0972NM	NM TiP Virtual Assist 10 Hrs NM TiP Virtual Assist 10 Hrs 10 hours of remote NM training using TiP virtual Assist. Requires broadband connection with customer upload speed of at least 400 kbps. This training program must be scheduled and completed within 24 months after the date of product delivery.
1		**CT Accessories**
1	E8007NG	Medrad Stellant DX Dual Flow Injector - Ceiling Mount (Short Post) Medrad Stellant DX Dual-Flow Ceiling Mount Injection System with Short Post. Requires E8007NZ Mounting Plate be added to the order....E
1	E8007PJ	OCS III MOUNTING PLATE OCS III MOUNTING PLATE
1	E8007RP	Ivy 3150-B Cardiac Trigger Monitor w/Cable Collector Ivy 3150-B Cardiac Trigger Monitor w/Synchronized Output for R-Wave Synchronization Applications Features/Benefits • Impedance Measurement: Measures impedance between the patient's skin and each individual ECG electrode. • Automatic Operation: After patient cables are connected and the monitor is receiving an ECG signal, the monitor finds the peak of the R-wave and generates synchronization pulses • Bright TFT active matrix 6.5 in. color LCD with a wide viewing angle and large heart rate characters enhance visibility of patient data. • Polarity lock reduces the number of false triggers when tall T waves or deep S waves occur • Synchronized trigger output produces a trigger pulse starting at the peak of each R-wave - R to R accuracy • Color trigger mark indicates timing of each trigger pulse with respect to the ECG • System Interlock function indicates proper connection with the imaging device • Integrated USB Drive - allows user to store and retrieve ECG events for retrospective analysis. • Built-in recorder produces hard copy support documentation. A marker identifies the

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QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		synchronized timing for later review. • The ECG monitor will operate in one of two mutually exclusive modes: - Ethernet mode: Monitor has software to support real-time and buffered waveform data transfer to the CT console via Ethernet - USB Mode • The mode of operation is selected via hardware switch located on the monitor rear panel • Auto-notch selects the correct ECG notch filter. This reduces interference on the ECG signal Specifications (Mechanical) • Height: 6.70 in. (17.2 cm) • Width: 9.25 in. (23.5 cm) • Depth: 9.21 in. (23.4 cm) • Weight: 6.5 lbs. (2.9 kg) Basic Accessory Kit Includes: • Patient Cable (3 lead, low noise) • Set of 3 radio translucent lead wires • ECG Adult Electrodes (box of 30) Starter Kit includes everything in the Basic Accessory Kit plus: • Roll stand with mounting plate • Hospital-grade cord set (12 ft.)
1	E4502AE	125A Main Disconnect Panel (US) CT Main Disconnect Panel - 125 Amp with Auto Restart FEATURES/BENEFITS • Custom panel serves as the main power disconnect between the CT system and the facility 400-480V power source Panel provides short circuit, overload, undervoltage release, automatic restart, and emergency shut down for the CT system • Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components • Standardized design and testing assures high product quality and system reliability • On systems where the optional 12.5 kVA partial system UPS is ordered, the Main Disconnect Panel also provides mandated emergency power off control via a UPS output disconnect function included in the panel design • Provides a standardized platform for future UPS or other GE engineered modifications or upgrades

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Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		SPECIFICATIONS • Dimensions (H x W): 30.24 in. x 19.78 in. • Enclosure Depth: 7.05 in. • Handle Depth: 10.3 in • Panel disconnect provides OSHA lockout/tagout provisions • Surface or semi-flush mounting • Partial system UPS sold separately (E4502F) COMPATIBILITY • CT LS Pro 16, LS Pro 32, RT Systems, LS VCT, CT 750HD NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	E8016AN	Slicker - VCT 2000 Systems (2-pc Set) Slicker - CT HD750 and VCT w/GT 2000 Table (2 Piece Set) FEATURES/BENEFITS • Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover • Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids • Increase system uptime by protecting table from spills and particulate contaminants • Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas COMPATIBILITY • VCT with GT 2000 Table, CT HD750
1		**AW VolumeShare4 and Applications**
2	M80171LS	AW Floating License Manager AW Floating License Manager AW Floating license manager is the license server software that manager AW floating licenses at your facility. You will need ONE license server per facility to manage licenses. The software will be loaded on hardware provided and maintained by your IT department (Note: Not Applicable

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Qty	Catalog No.	Description
		with AW Server purchase). The hardware should meet the following minimum specifications: • P4 1.5GHz Processor • 512 MB RAM • 100MB free hard disk space (5GB recommended for license metering log files) Operating System specifications: • Windows 2000 Professional, Server, 2003 Server or XP Professional Included with this order is the AW Floating license manager software package.
2	M81531VM	AW VOLUMESHARE 4-SW UPGRA AW VolumeShare 4 Software Only Upgrade with Purchase of a Advanced Application
1	M81551TC	Integrated Registration PET/SPECT Fusion Single (and additional) Floating License Inetgrated Registration - PET/SPECT Fusion Single Floating License A Single Floating License provides one Concurrent user license for an application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • AW's "Concurrency Enabled" to access this floating license.
2	M81521PN	Productivity Package for AW VolumeShare 4 - HP xw8600 Systems AW VolumeShare4 Productivity Package with 12GB of Additional RAM. Requires HP xw8600 Hardware AW VolumeShare4 with Productivity Package Represents: • More Capacity to Load Multiple Large Dataset with at least 12GB of RAM. • Instantaneous Display of Exams with AutoLaunch. • Instantaneous Access to the Segmented Vessel Volume with Preprocessing. Productivity Package makes full use of the 64 bit Technology as well as the Dual Screen xw8600 Hardware of the AW workstation. It Runs 12 to 16 GB of RAM giving the Ability to Load simultaneously up to 15,300 Images. AutoLaunch Loads Automatically Multiple Cases as soon as they are Transferred to the AW. A Single Click in the AutoLaunch Window Raises Instantly in the Case in Volume Viewer. Interaction with the Data is Immediately Possible as they are Preloaded and Ready to Use. AutoLaunch is

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Qty	Catalog No.	Description
		compatible with CT, MR and PET Single Volume Protocols of Volume Viewer. One-Touch Links provide the Ability to Automatically Launch the best Protocol for each Exam based upon DICOM Image Acquisition Elements. An Intuitive User Interface in the Protocol Launcher provided an Easy Configuration of One Touch Links by Clicking the Hand Icon. When combined with Optional AutoBone Xpress, the Productivity Package will also Provide the Automatic Preprocessing of the Bone Removal. Raising CTA Exams Located in the AutoLaunch Window will give Instantaneous Access to the Vessel Volume Resulting from the 0-Click Bone Removal. There is No More Waiting Time between the Exam Selection and the Ability to interact in 3D with the Segmented Vascular Volume.
1	B79821ES	CardEP Single (and Additional) Floating License CardEP Single Floating License CardEP Single Floating License provides one concurrent user license for CardEP application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardEP Floating License Ready or conversion of an existing node locked license to CardEP Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardEP Single Floating license. For AW VolumeShare 2
1	B79821TC	CardIQ Function Xpress Single (and Additional) Floating License CardIQ Function Xpress Single Floating License CardIQ Function Xpress Single Floating License provides one concurent user license for CardIQ Function Xpress application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Function Xpress Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Function Xpress Single Floating License. For AW VolumeShare 2

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Qty	Catalog No.	Description
1	B79821SH	CardIQ Xpress 2.0 Elite Singe (and Additional) Floating License CardIQ Xpress 2.0 Elite Single Floating License CardIQ Xpress 2.0 Elite Single Floating License provides one concurent user license for CardIQ Xpress 2.0 Elite application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Xpress 2.0 Elite Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Xpress 2.0 Elite Single Floating License. For AW VolumeShare2 or higher
1	B79971FK	Smartscore 4.0 Single (and Additional) Floating License Smartscore 4.0 Single Floating License. Smartscore 4.0 Single Floating License provides one concurent user license for Smartscore 4.0 application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of Smartscore 4.0 Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the Smartscore 4.0 Single Floating License. For AW VolumeShare2 or higher
1	B771518D	VESSELIQ & AB XPRESS SFL VesselIQ Xpress & AutoBone Xpress Single Floating VesselIQ Xpress Software if for AW VolumeShare2 or higher is running on AW VesselIQ Xpress provides an optimized non-invasive application to analyze vascular anatomy and pathology and aid in determining treatment plans from a set of CTA images. This software supports the physician in:

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Qty	Catalog No.	Description
		• Assessment of aneurysms with or without thrombus (false lumen) for size and volume measurements with the capability to track the size and volume over time, stenosis analysis, pre/post stent and surgical planning and directional vessel tortuosity visualization. • Automatic tools for the segmentation of bony structures in the brain and neck and other vascular areas for accurate identification of the vessels, single or double click vessel analysis. • Sizing the vessel, analyzing calcified and non-calcified plaque to determine the densities of plaque within a vessel, measure areas of abnormalities within a vessel (like stenosis, plaque, thrombus, dissection or leakage). • Semi-automated detection and segmentation of thrombus for subsequent measurements within the application. • Dedicated anatomy based protocols for improved workflow. • Compare a patient's previous exam to their current exam in order to measure and track any changes over time of their vascular structures. • After review of the exams, there are multiple ways to film, archive and capture information for future review. System Requirements: • AW VolumeShare2 or higher Note: All software are Non-Transferable to other hardware and are Non-Returnable.
1	P51801BT	CardIQ Fusion PET Single (and Additional) Floating License CardIQ Fusion PET Single Floating License. CardIQ Fusion PET Single Floating License provides one concurrent user license for CardIQ Fusion PET application that can be installed on AW Floating License manager at your facillity. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Fusion PET Floating License Ready or conversion of an existing node locked license to CardIQ Fusion PET Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Fusion PET Single Floating license.
1	H25801BT	CardIQ Fusion SPECT Single (and Additional) Floating License CardIQ Fusion SPECT Single Floating License.

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Qty	Catalog No.	Description

CardIQ Fusion SPECT Single Floating License provides one concurrent user license for CardIQ Fusion SPECT application that can be installed on AW Floating License manager at your facillity. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses.

Requires:

- AW Floating License Manager to be installed at your facility.
- Atleast one prior purchase of CardIQ Fusion SPECT Floating License Ready or conversion of an existing node locked license to CardIQ Fusion SPECT Floating License Ready.
- AW's "Concurrency Enabled" to access this floating license.

Included with this order is the CardIQ Fusion SPECT Single Floating license.

Quote Summary:

Total Quote Net Selling Price **$2,207,084.40**

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

GE Healthcare

Standard Terms and Conditions Sales and Service

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

1. **Contract Formation.** GE Healthcare's Quotation is subject to withdrawal at any time before acceptance. Customer accepts by signing and returning the Quotation or by sending a purchase order in response to the Quotation. Upon Customer's acceptance, GE Healthcare's Quotation and the related terms and conditions referred to in the Quotation (as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GE Healthcare) shall constitute the entire agreement relating to the products and services covered by the Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this agreement in making their decisions to enter into this agreement. No agreement or understanding, oral or written, in any way purporting to modify these terms and conditions or the Quotation, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on GE Healthcare unless hereafter made in writing and signed by GE Healthcare's authorized representative. Customer is hereby notified of GE Healthcare's objection to any terms inconsistent with this Quotation and to any other terms proposed by Customer in accepting this Quotation. Neither GE Healthcare's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by GE Healthcare to any such terms.

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

3. **Warranties.** GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with this agreement. The foregoing service remedy, together with any remedy provided in the applicable GE Healthcare product warranty forms delivered with this agreement, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. GE Healthcare may use refurbished parts in new products as long as it uses the some quality control procedures and warranties as for new products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

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

agency, Customer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Customers as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

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

6. **Termination; Compliance.** If either party materially breaches this agreement and the other party seeks to terminate on the basis of that breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Sections 3, 5 and 23.3, by written notice terminate this agreement. All orders are subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and the proposed order or related service agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the products are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the products for its own use consistent with the terms of this agreement and that it does not intend to re-sell the products to any other party or to export the products outside the country to which GE Healthcare delivers the products. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with the order or related service agreement, GE Healthcare may terminate this agreement (including warranty services hereunder) immediately upon written notice to Customer.

7. **Data Access.** Customer shall permit GE Healthcare to connect to the products, or to otherwise access performance data related to the products, to gather and use products and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services. The data collected by GE Healthcare will be used, during and after the term of this agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

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

9. **Record Retention.** If Section 1861(v)(1)(I) of the Social Security Act applies to this agreement, subsections (i) and (ii) of such Section are made a part hereof. If applicable, GE Healthcare will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the contracts, books, documents and records to the persons, upon the requests, and for the periods of time as required by such subsections.

10. **Cost Reporting.** Customer will (i) fully and accurately account for, and report in any applicable cost reports or otherwise fully disclose to government program payors and accurately reflect where and as appropriate to the applicable reimbursement methodology, and (ii) provide information upon request by federal or state agencies concerning, all services and other items, including any discounts, received from GE Healthcare under this agreement in compliance with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

11. Customer Responsibilities. In order for GE Healthcare to perform its obligations under this agreement (including warranty obligations), Customer agrees to:

- Provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare products and services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, ensure that any non-GE Healthcare provided service is performed by, and GE Healthcare products are used by, qualified personnel in accordance with applicable user documentation.
- Provide GE Healthcare prompt and unencumbered access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products (modem line, internet connection, vpn persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. GE Healthcare may separately charge Customer for a scheduled service call where Customer does not provide such access and GE Healthcare is therefore required to schedule an additional service call.
- Provide a secure area reasonably near the products for GE Healthcare's proprietary service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect this GE Healthcare property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable GE Healthcare protocols provided to Customer and designate a Customer representative and alternate as GE Healthcare's support contacts with the necessary skills to assist GE Healthcare in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (GE Healthcare's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the product and preventing interception of communications between GE Healthcare's service center and the product.
- Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of products provided under this agreement. During the term of this agreement, Customer will take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will perform any service at the Customer site, including, but not limited to, (i) instructing any GE Healthcare personnel who will be present at the Customer site about Customer's safety procedures and practices, (ii) providing GE Healthcare with current written information identifying all known existing hazardous materials (including wastes) on or near the Customer site that could affect the GE Healthcare personnel, (iii) taking all necessary and/or legally required actions to properly store, remove and/or remediate any safety conditions and hazardous materials so that GE Healthcare may safely perform its services, and (iv) maintaining a workplace and operating environment in accordance with Federal, State and/or local requirements. GE Healthcare shall have no obligation to perform services until Customer has complied with each of the items identified above.

Unless expressly provided otherwise, Customer is separately responsible for: (a) the repair, replacement or removal of any disposables, consumables, supplies, accessories or collateral equipment; (b) the provision of or payment for any applicable rigging or facility cost; and (c) any service necessitated by (i) Customer's or its representative's designs, specifications, or instructions, (ii) anything external to the products, including any causes or events beyond GE Healthcare's reasonable control, (iii) product misuse, (iv) combining any component of the products with any incompatible equipment or software, or (v) Customer's relocation, additions, or changes to the products, unless GE Healthcare has consented in writing to such relocations, additions or changes.

12. Terms of Payment. The payment terms for the product(s) and/or service(s) are stated in the GE Healthcare Quotation or additional terms and conditions, as applicable. For any products requiring final assembly or installation by GE Healthcare, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GE Healthcare may, at its option, bill Customer for and Customer will pay GE Healthcare any remaining payments due under this agreement. If Customer has a good faith dispute regarding payment for a particular product (or subsystem thereof) or service, such dispute shall not entitle Customer to withhold payment for any other product (or subsystem thereof) or service purchased from GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any products or services when due or for any other reason deemed good or sufficient by GE Healthcare, and in such event all subsequent shipments and services shall be paid for on receipt. Customer grants GE Healthcare a purchase money security interest in all items of equipment listed in the GE Healthcare Quotation until full payment is received, and Customer agrees to perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare.

13. Late Payment. Failure to make timely payment is a material breach of this agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcore so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GE Healthcare may, upon 10 days prior written notice to Customer, either (a) enter upon Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

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

15. **Customer Training.** Unless otherwise stated in the catalog description, training must be completed within 12 months after (i) the date of product delivery for training purchased with products and (ii) the start date for services for training purchased with services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

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

17. **Medical Diagnosis and Treatment.** Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

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

19. **Governing Law; Disputes; Limitation of Liability.** The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Other than collection matters and actions seeking injunctive relief in a court of competent jurisdiction to prevent or cease a violation of intellectual property rights related to the products or services, disputes arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's then-current Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

20. **Leases.** If Customer is acquiring use of products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this agreement will be modified as follows: (i) payment (the applicable Lessor or Customer, as agreed by the parties, will pay GE Healthcare the purchase price for the products per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (ii) title transfer (GE Healthcare will convey title to the equipment portion of the products to the applicable Lessor per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (iii) acceptance (as between Customer and the applicable Lessor, the terms of product acceptance shall be governed by the applicable Lease and other documentation entered into between Customer and such Lessor; as between GE Healthcare and such Lessor, the terms of product acceptance shall be governed by the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as may be agreed to in writing by GE Healthcare); (iv) warranties (subject to the last sentence of this section, all warranties hereunder shall extend to and be enforceable by Customer); and (v) software licenses (Customer shall be an authorized end-user under any software licenses under this agreement in connection with the products, subject to the applicable license terms and conditions). Notwithstanding this section, if the applicable Lessor does not comply with the terms of this agreement relating to items (i) and (iii) above, Customer continues to be responsible for the payment and acceptance obligations hereunder. As between the applicable Lessor and Customer, the applicable Lease terms may modify the manner in which warranties hereunder are enforceable by Customer, provided that GE Healthcare shall not be bound by any Lease terms that would modify GE Healthcare's warranty obligations unless GE Healthcare has agreed in writing to such modifications.

21. **Independent Contractor.** GE Healthcare and Customer are independent contractors and nothing contained in this agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership, joint venture or agency relationship between GE Healthcare and Customer, nor is anything contained in this agreement intended to be construed as creating or requiring any ongoing or continuing relationship or commitment between GE Healthcare and Customer, except as otherwise agreed in writing by the parties.

22. **Severability.** The provisions of this agreement are severable from each other. If any provision of this agreement is held to be invalid or unenforceable, it shall be revised to reflect as closely as possible its originally intended meaning, and the validity or enforceability of any other provisions in this agreement will not be affected.

23. **Products.** The following provisions shall apply only to the purchase or licensing of products:

23.1 Delivery: When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer fails to schedule a delivery date with GE Healthcare within 6 months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

23.2 Transportation, Title and Risk of Loss: Unless otherwise indicated in the GE Healthcare Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed (and not sold) to Customer.

23.3 Installation: GE Healthcare's installation services provided or identified in its Quotation will be performed in accordance with applicable GE Healthcare installation guides and project plans and otherwise subject to the following additional provisions. Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

- Customer will prepare the location for the installation consistent with GE Healthcare's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. For products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with GE Healthcare's minimum hardware and software requirements as made available to Customer. Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices and the GE Healthcare product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the GE Healthcare Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.
- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.
- For products that GE Healthcare is obligated to install under the terms of this agreement, if GE Healthcare delivers the product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to the product purchase price less the fair market value of the applicable installation services, taking into account the type of product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV pursuant to the dispute resolution provisions of Section 19. Subject to the terms of Section 19 and notwithstanding any other provision of this agreement to the contrary, the deduction of the Installation Service FMV shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this agreement.

23.4 Acceptance: Unless expressly provided otherwise in this agreement or in the applicable GE Healthcare installation guide or standard project plan, Customer shall be deemed to have accepted a product delivered by GE Healthcare under this agreement on the earlier of: (i) if GE Healthcare installs the product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the product, 5 days after delivery of the product to Customer; or (iii) the date Customer first uses the product for patient use.

23.5 Returns: Customer shall not have any right to return products for a refund after delivery except for products shipped in error that are different from the products listed in the applicable GE Healthcare Quotation.

GE Healthcare

Additional Terms and Conditions For Diagnostic Imaging Products

These Additional Terms and Conditions incorporate GE Healthcare's Standard Terms and Conditions Sales and Services and will apply to the purchase and use of GE Healthcare diagnostic imaging products in the X-Ray, Mammography, CT, MR, PET, PET Cyclotron/Chemistry, and Nuclear modalities. Certain provisions apply only to pre-owned GoldSeal Preferred products in these modalities and other provisions apply only to construction work GE Healthcare has agreed in writing to provide.

Cancellation and Payments. If Customer cancels an order without GE Healthcare's prior written consent within 90 days before the scheduled delivery date, Customer will pay a cancellation charge of 15% of the price of the products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for products requiring site evaluation services by GE Healthcare or its representatives, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received.

Order Changes. GE Healthcare will accept order changes up to 5 weeks prior to scheduled delivery or, for orders placed less than 5 weeks before the delivery date, up to 3 business days after its receipt of the order. GE Healthcare reserves the right to refuse late change requests. Product delivery may be delayed by late change requests.

Site Preparation. If applicable, Customer will be responsible, at its expense, for preparing the site where the products will be installed in accordance with GE Healthcare's site preparation requirements. Site preparation requirements vary by product and are described in the applicable GE Healthcare product pre-installation manual and other materials provided by GE Healthcare. Site preparation includes, but is not limited to, compliance with all necessary electrical, lighting, heating, air conditioning, plumbing, radiation shielding, fire protection, ceiling and wall structures/supports, architectural/seismic preparations, magnetic and radio frequency shielding, and other environmental requirements, as applicable for the specific product.

For MR systems, Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.

For PET or PET Cyclotron/Chemistry systems, Customer will provide a site and surroundings suitable for installation and operation of such a system using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

Site Evaluation Assistance. If applicable, upon Customer's request, GE Healthcare will provide reasonable assistance in evaluating and reviewing Customer's site preparation plans, drawings and materials to facilitate compliance with GE Healthcare's site planning requirements. Site evaluation assistance available from GE Healthcare varies by product and will be coordinated through GE Healthcare's assigned installation specialists. GE Healthcare's site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, its representatives and contractors, and conditions prevailing at the time of such site evaluation services. Such site evaluation services are intended only to assist Customer in fulfilling its responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

Installation and Certification. If applicable, GE Healthcare will provide product assembly, installation, interconnection, calibration and checkout services, as required, at no additional charge, except for items excluded herein. Upon completion of assembly and installation and prior to turnover of the products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the products meet GE Healthcare's applicable performance specifications. GE Healthcare will not provide rigging or site preparation services in connection with product installation, unless otherwise agreed in writing by GE Healthcare for an additional charge. GE Healthcare will not install accessory items such as illuminators, pass boxes, cabinets, darkroom equipment or processors for X-Ray and CT products, unless otherwise agreed in writing by GE Healthcare.

Customer will provide any licenses, permits and approvals needed for installation and use of the products, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, NRC, state certificate of need or equivalent approvals, state radiation control authorities and state pharmacy and medical boards, and any state or local architectural/seismic submissions and approvals, as applicable. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for products that are not listed in its on-line catalog or price pages at the time of sale (such products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

Applications Training. At Customer's request and for an additional charge, GE Healthcare will provide training for Customer personnel through GE Healthcare's Learning Solutions TiP "Training in Partnership" program. Customer may select training at GE Healthcare's then-current standard rates and in accordance with its then-current training program offerings and terms.

Use in Manufacturing. The products and/or their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for a limited time period at GE Healthcare's manufacturing facility to (i) verify that products and components perform reliably in accordance with their specifications or (ii) facilitate engineering testing of other components and software. Further, the products and/or components may have undergone design maturity testing at GE Healthcare's manufacturing facility to validate the reliability of new or modified product design and manufacturing processes. Such tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a limited time period. Use of products or components for the purposes described above does not impair their useful life or affect their warranty.

Remote Access. If applicable, Customer is responsible for providing and maintaining an appropriate telephone line or Broadband connection at the site that GE Healthcare may use to provide remote diagnostic service for the products. Eligible products include an uptime commitment during the warranty period, provided Customer maintains a Broadband connection in accordance with GE Healthcare specifications and allows GE Healthcare to remotely monitor performance of the products via this connection. GE Healthcare will provide details of this uptime commitment for eligible products.

Mobile Systems. For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

GoldSeal Preferred Products. For products designated as GoldSeal Preferred products (identified by catalog numbers beginning with L, NL193-199, and NL528), the products have been previously owned and used; they are not new. When delivered to Customer, the products may have received mechanical, electrical and/or cosmetic reconditioning, as necessary, and will meet their original specifications. GE Healthcare will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge. Since pre-owned products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase the products. If the products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned products in its inventory that meet Customer's needs and (ii) if substitute products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such products.

Third Party Products and Services. If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

iCenter and iLinq. If specified in the Quotation, GE Healthcare will provide iCenter and/or iLinq information management services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

Site Access Control. Customer is responsible for controlling access to the products and for all operations and protocols using the products at the site, and Customer will comply with all applicable laws and regulations related to site access control.

For MR systems, Customer acknowledges that such systems utilize magnets of high field strength and radio frequency electromagnetic fields. The magnetic fields of such systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

For PET or PET Cyclotron/Chemistry systems, Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

Radioactive Materials. For nuclear, PET and/or PET Cyclotron/Chemistry systems that require the use of radioactive sources included with the order, Customer is solely responsible for obtaining any NRC and other government licenses required to use such sources. If Customer does not provide GE Healthcare with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GE Healthcare may, at its option, remove such sources from the order and create a second order for such sources. GE Healthcare will then ship the other products ordered and bill Customer for the amount due for delivery of products under the original order, less the amount attributable to such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources and GE Healthcare will bill Customer for the amount due for such sources upon shipment. Customer shall pay for and accept delivery of the other products and such sources per the above procedures.

In addition, Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. For PET Cyclotron/Chemistry systems, GE Healthcare will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform GE Healthcare's standard on-site acceptance testing, and Customer is responsible for the expense of any additional testing requirements for such systems.

Magnet Maintenance and Cryogens. The price of MR systems includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus

the associated cryogen transfill labor at GE Healthcare's standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, GE Healthcare will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty.

End Of Life Disposal. For PET and PET Cyclotron/Chemistry systems, at the end of the system's useful life, Customer is responsible for disposing of the system in accordance with applicable federal, state and local laws and regulations. Upon request, GE Healthcare will provide consulting concerning the disposal of such systems to help promote compliance with regulations and environmentally responsible disposal.

PET Cyclotron/Chemistry Special Terms. For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current installation rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

Software License. Except as modified by license terms provided for specific software, GE Healthcare grants Customer a non-exclusive, non-transferable license to use the software (i) for Customer's internal business use and (ii) only on the specific equipment for which GE Healthcare provided Customer the software at the identified location (or, for mobile systems, in the specific vehicle) identified in the Quotation. Customer may make one copy of the software in machine-readable form solely for backup purposes, in accordance with Customer's standard back-up policies, provided Customer reproduces on such copy the copyright notice and any other proprietary legends that were on the original copy.

GE Healthcare also grants Customer a non-exclusive, non-transferable license to use the copy of the documentation ("documentation" means GE Healthcare provided user manuals, on-line help functions and user instructions regarding the operation, installation or maintenance of the software) identified in the Quotation and having a white cover or label and/or a notice that identifies it as "operating documentation", and use the tools or instruments identified in the Quotation and provided with the equipment in a container having a white cover or label and/or a notice that identifies them as "operating tools", for the sole purpose of using the software and equipment for their intended purposes.

Customer may transfer authorized copies of the software, operating documentation and operating tools to a party that purchases or otherwise acquires the equipment and accepts the terms of this license and any other applicable license terms, except that GE Healthcare's prior written consent is required for transfers of software and documentation that are (i) not a part of the base system standard operating software or documentation for the equipment and (ii) generally provided by GE Healthcare to its customers for a separate fee or charge, Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

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

GE Healthcare-Supplied Parts. GE Healthcare products are designed to provide optimum performance with GE Healthcare-supplied parts. Accordingly, GE Healthcare can make no assurances that product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect product performance or functionality.

To enhance user awareness when non-GE Healthcare-supplied tubes are in use, certain products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to product use that the user deems appropriate. Use of the products with non-GE Healthcare-supplied tubes/other parts is always at the user's discretion. GE Healthcare assumes no liability for the use of non-GE-Healthcare supplied tubes/other parts and disclaims any responsibility for any effect such tubes/other parts may have on product performance.

Broadband Connectivity. GE Healthcare will provide Customer with expanded warranty protection for eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems"), in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period:

To be eligible for this expanded warranty protection, Customer must: (i) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (ii) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (iii) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (iv) provide GE Healthcare with at least 2 business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within 2 business days after the occurrence of the unplanned changes, (v) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (vi) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below:

(i) "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below.

(ii) "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

% < Uptime Commitment	Extension
0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

(iii) "Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on PMs (planned maintenance) during that interval:

Hours1 = A hours per day X B days per week X 26 weeks.

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment:

Hours3 = Hours2 X Customer's %.

(iv) An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.

Construction Special Terms. The following special terms apply to certain site preparation design and construction services ("work") provided with the products, if applicable. These terms supersede any conflicting terms set forth above for the work. These terms apply only to the work; they do not apply to the products or any other services. Except to the extent the work satisfies Customer's site preparation responsibilities for the products, Customer remains responsible for such responsibilities in accordance with the terms set forth above.

- Time for Performance and Delays. The work will be commenced as soon as practical after the contract including the work has been formed and GE Healthcare's credit approval of Customer for such contract. The schedule for GE Healthcare's performance of the work is based on a workweek of five 8-hour days, Monday through Friday, exclusive of GE Healthcare observed holidays. Unless stated otherwise, all work will be performed on the 1st shift (usually between 7 a.m. and 5 p.m.). GE Healthcare is not liable for delays in performance of the work due to causes beyond its reasonable control, and its time for performance of the work will be extended for a period equal to the time lost by reason of such delays. In addition, Customer shall pay GE Healthcare for the reasonable and allocable increased costs, if any, resulting from such delays.
- Substantial Completion. Substantial completion of the work occurs when the work is completed to the extent it is available for reasonable use or occupancy (e.g., the work and work site are ready for installation of the products).
- Changes and Extra Work. Customer may request in writing changes in the work. If those changes affect the price or time required for performance of the work, GE Healthcare will so advise Customer in writing. The contract for the work shall be modified by written amendment signed by GE Healthcare's and Customer's authorized representatives to reflect those changes and any resulting changes in price and/or time required for performance of the work.
- Alternate Contractors. If Customer requests that all or a part of the work be performed by contractor(s) other than the contractor(s) selected by GE Healthcare, Customer will pay to GE Healthcare, in addition to the price for the work, all additional costs incurred by GE Healthcare resulting from its compliance with such request.
- Site Rules. While performing the work, GE Healthcare will observe Customer's reasonable regulations and rules in effect at the work site, provided GE Healthcare is reasonably notified of such rules and regulations. GE Healthcare will keep the work site and adjoining premises reasonably clear of its work rubbish.

- Work Warranties. GE Healthcare will require its work contractor(s) to issue directly to Customer their standard warranty for the portion of the work provided by such contractor(s) without any recourse or liability to GE Healthcare. GE Healthcare does not warrant the work, including but not limited to the labor, services or materials forming all or a part of the work; GE Healthcare provides such items AS IS.
- Liens. GE Healthcare will, upon receipt of final payment for the work, submit to Customer a waiver of lien rights or a similar instrument as may be permitted under the laws of the state where the work is performed.
- Drawings. All drawings, specifications, designs, bills of material, calculations, operating instructions and other documents (originals and copies) submitted by GE Healthcare in connection with the work are confidential and remain GE Healthcare's exclusive property and shall not be used by Customer without GE Healthcare's prior written authorization. Customer may retain copies of these documents as a source of information for maintenance and modification to the work.
- Title and Risk of Loss. Title to a completed portion of work passes to Customer the earlier of its incorporation into the construction or upon GE Healthcare's receipt of payment for such portion of the work. GE Healthcare remains responsible for transportation and risk of loss for the work until it reaches substantial completion, after which those responsibilities pass to Customer. If Customer occupies a portion of the work before its substantial completion, risk of loss for that portion of the work passes to Customer upon such occupancy.
- Substitution. GE Healthcare may, at its option, make substitutions in the work if such substitutions would reduce any delay caused by unavailability of specified work materials or equipment and provided that the substituted work materials or equipment are of at least equal quality to that specified.
- Hazardous Materials. If asbestos or other hazardous materials are known or suspected to be within the work site and other ancillary areas that GE Healthcare representatives or contractors may occupy during the performance of the work, Customer will immediately advise GE Healthcare of that condition in writing. Customer will complete its inspection and testing for those materials, and the removal of or implementation of any special precautions to the extent required by applicable regulations governing those materials prior to the on-site work commencement date designated in GE Healthcare's construction schedule for the work, if any.

  If asbestos or other hazardous materials are suspected or discovered at the work site or in areas that GE Healthcare or GE Healthcare's contractor(s) occupy during the course of performance of the work, the discovering party shall immediately advise the other party of that condition and all work in the effected areas shall cease. Customer shall test the suspected materials for asbestos or other hazardous materials and provide GE Healthcare with copies of the test results before GE Healthcare or its contractor(s) are required to resume any portion of the work in the affected areas.

  If the asbestos or other hazardous materials must be removed or special precautions must be taken, Customer, at its expense, will immediately remove the asbestos or other hazardous materials or take all precautions required by applicable regulations governing those materials. GE Healthcare will delay the work at the work site until Customer has completed removal of the asbestos or other hazardous materials or has taken any other precautions required by applicable regulations. GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such delay. In addition, Customer will pay GE Healthcare for the reasonable and allocable increased costs resulting from such delay.
- Concealed Conditions. If concealed or unknown conditions are encountered in the performance of the work, the parties shall equitably adjust the work price and GE Healthcare's time for performance of the work.
- Suspension/Termination. Customer may request a suspension of the work by notifying GE Healthcare in writing in advance of the requested suspension date and indicating the suspension period. GE Healthcare will advise Customer of any estimated increase in price and GE Healthcare's time for performance of the work resulting from such suspension. Customer shall pay GE Healthcare for the reasonable and allocable increased costs resulting from such suspension and GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such suspension.

  If the length of such suspension exceeds an aggregate total of 60 calendar days, then GE Healthcare may, at its option and at any time thereafter prior to resumption of its performance of the work, either require full or partial payment for the work in advance or terminate its contract obligations related to the work and recover the termination charges described below.

  If GE Healthcare's contract obligations related to the work are terminated by either party, Customer shall pay GE Healthcare for all work performed and for any expenses related to its performance of the work incurred by GE Healthcare up to the date of or as a result of such termination, including reasonable profit on the work performed.

GE Healthcare

Warranty Statement (United States)

WARRANTY SCOPE

These warranties cover the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Centricity® products (excluding Group Management, Practice Management & EMR, unless sold with a Centricity Business Solutions product)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Anesthesia Delivery
- Respiratory Care
- Gold Seal Preferred
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

This warranty statement incorporates GE Healthcare's Standard Terms and Conditions Sales and Service.

Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare quotation provides a separate part number for that software.

Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants for 1 year from the Warranty Commencement Date (as defined below) that (i) the equipment will be free from defects in title, material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Equipment Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's Standard Terms and Conditions – Sales and Service. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

Supplies and Accessories. GE Healthcare's warranty for its supplies and accessories (sometimes identified by catalog numbers starting with the letter "E") that are shipped with Warranted Products is included in a separate warranty statement, which is available upon request. GE Healthcare X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes are covered by a separate warranty statement, which is available upon request. Supplies and accessories for Datex-Ohmeda, Inc. Anesthesia, Respiratory Care and monitors carry a warranty of (a) 12 months for reusable products and (b) the earlier of first use or expiration date for disposable products.

Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

WARRANTY COMMENCEMENT

Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare quotation, the warranty period begins (the "Warranty Commencement Date") on on the earlier of: (i) if GE Healthcare installs the product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the product, 5 days after delivery of the product to Customer; (iii) the date Customer first uses the product for patient use; or (iv) if GE Healthcare is contractually required to install the product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

REMEDIES

If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in GE Healthcare's Standard Terms and Conditions Sales and Service.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accesories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Equipment Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

EXCEPTIONS TO GE HEALTHCARE STANDARD WARRANTIES DESCRIBED ABOVE

CT Partial System Equipment Upgrades*: Six months
MR Partial System Equipment Upgrades*: Six months
X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six months
PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six months
Nuclear Partial System Equipment Upgrades*: Six months
GE OEC New or Exchange Service/Maintenance Parts: 90 days
HealthNet Lan, Advantage Review — Remote Products: 90 days
GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: 90 days
GE Ultrasound Service Replacement Parts: 30 days
LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge, (v) loaner systems service, for an additional charge and (vi) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: (i) coverage for system damage due to accidental dropping or mishandling, with a maximum of two replacement systems during the term of the warranty and (ii) loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).
Ultrasound Partial System Equipment Upgrades*: 90 days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).
Dash, Solar 8000M, 8000i & Tram: Additional two years of parts only coverage, excluding displays (United States only)
DINAMAP ProCare Vital Signs Monitors: Two years
DINAMAP Pro 100-400V2 Series Monitors: Three years
Enterprise Access: One year parts, 90 days labor
MAC 1600: Three years
MAC 1200: Three years (United States only)
Batteries: Ninety days, except (i) for LOGIQBook batteries, which are warranted for 12 months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a 60-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve months of the 60-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.
QS Perinatal System: Equipment delivered with Centricity Perinatal System is "Third-Party Equipment".
Care Plus® Incubator: Three years parts, one year labor
Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod
BiliBlanket® Plus High Output Phototherapy System: Two years on Light Box and 18 months on Fiberoptic Pad
Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: 30 days
GE OEC refurbished c-arms: 6 months after installation
Oximeters: 36 months from installation, or 39 months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three years
Tec 6 Plus Vaporizers: Two years

*** NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**

GE Healthcare

Additional Terms and Conditions For Accessories and Supplies

These Additional Terms and Conditions incorporate GE Healthcare's Standard Terms and Conditions Sales and Service and will apply to the purchase and use of GE Healthcare accessories and supplies ("Products").

PRODUCT RETURNS

a. Products may be returned if wrong, defective or outdated Products are received or if Products are damaged during shipment. For full instructions please refer to the return policy documentation available online at www.gehealthcare.com or by calling 1-800-558-5102.
b. Return Material Authorization must be obtained within 30 calendar days of shipment.
c. Sterile and environmentally controlled Products cannot be returned unless the Product is defective. Please refer to the Product labeling for these classifications.
d. Return shipments must be received within 21 calendar days of authorization to receive credit, if applicable.
e. Other returns GE Healthcare agrees to accept that are not due to any fault of GE Healthcare (as referenced in a. above) are subject to a minimum 15% restocking fee.
f. Credit is based upon the condition of the Product and other restrictions may apply.

WARRANTIES AND DISCLAIMER

a. Scope of Warranties

Product Warranties: GE Healthcare warrants to Customer that Products will (1) be free from defects in title, material and workmanship under normal use and service and (2) conform to the Product descriptions and specifications contained in GE Healthcare's Accessories and/or Supplies catalogs as in effect on the date the Products are shipped to Customer. If GE Healthcare's catalogs do not contain descriptions or specifications for a Product, the manufacturer's applicable descriptions and specifications as in effect on the date the Product is shipped to Customer will apply.

Patent and Copyright Warranty: GE Healthcare warrants to Customer that when they are delivered, the Products will not be subject to any valid patent or copyright infringement claim.

b. Duration of Warranties

The GE Healthcare catalog and/or website includes "Service/Warranty Codes" for each Product. The Service/Warranty Code provides a reference to the attached Service/Warranty Code Descriptions, which identify the installation, warranty, applications and post-warranty service, if any, provided for each Product. The warranty period for all warranted Products is limited in time as shown below:

- All Products with Service/Warranty Code T ..... 100 Years
- All Products with Service/Warranty Code V ..... 25 Years
- All Products with Service/Warranty Codes X ..... 15 Years
- All Products with Service/Warranty Codes F ..... 3 Years
- All Products with Service/Warranty Codes D, J, N, O, R or Z ..... 2 Years
- All Products with Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y ..... 1 Year
- All Products with Service/Warranty Code H ..... 6 Months
- All Products with Service/Warranty Code K ..... 3 Months
- All Products with Service/Warranty Code M ..... 1 Month
- All Products with Service/Warranty Code W ..... Out of Box Failure Only

The warranty period begins on the date the Products are delivered to Customer. But, if GE Healthcare or its subcontractor installs the Products, the warranty period begins on the earlier of (1) five days after the date GE Healthcare or its subcontractor notifies Customer that installation has been completed and the Products are operating in accordance with the applicable Product descriptions or specifications, or (2) the date Customer first uses the Products. If such installation is delayed for thirty days or more from the date of delivery for a reason beyond GE Healthcare's reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

c. Warranty Exclusions

The warranties do not cover:

1. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) any alteration, improper storage, handling, use or maintenance, or any extraordinary use, repair or service of the Products, by anyone other than GE Healthcare or its authorized representatives, (b) failure to strictly comply with any written recommendations, instructions, or warnings provided by GE Healthcare or the manufacturer, (c) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products' specifications, (d) any of Customer's designs, specifications or instructions, (e) any failure to use the Products in accordance with their specifications, including upper and lower date limits, (f) any failure of the Products other than GE Healthcare-manufactured Products to use or process correctly dates, or (g) any cause external to the Products as furnished by GE Healthcare or beyond its reasonable control;
2. Products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all Service Manuals (Non-listed Products and Service Manuals are provided AS IS).
3. Use of any Product on or in connection with a machine for which it was not designed, and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects;
4. Customer combining the Product with any item of others or with any incompatible items of GE Healthcare's or Customer's failure to acquire or install upgrades, or take other actions, which GE Healthcare may recommend so that Products properly function.
5. The payment or reimbursement of any facility costs arising from repair or replacement of the Products or parts; and
6. Products installed outside the United States.

d. Exclusive Warranty Remedies

Product Warranties: If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description.

Patent and Copyright Warranty: GE Healthcare will defend or settle any suit against Customer to the extent it is based on an infringement claim, which would be a breach of the Patent and Copyright warranty. If the infringement claim is valid, GE Healthcare will pay all damages and costs awarded against Customer due to the breach. In addition, GE Healthcare will (at its option) obtain a license for Customer to continue using the infringing Product, provide a non-infringing replacement, alter the Product so that it is non-infringing, or remove the infringing Product and refund that price (less reasonable depreciation) and any return transportation costs paid by Customer.

The statements above and the warranty service identified in the applicable Service/Warranty Code descriptions are Customer's exclusive remedies and GE Healthcare's sole liability for any warranty claims.

SOFTWARE

If GE Healthcare provides computer software in connection with the sale of a Product, GE Healthcare will arrange for Customer to be granted a non-exclusive license or sublicense to use the software with the Product. By acceptance of the software, Customer agrees to the applicable terms and conditions of the license or sublicense and agrees to execute, prior to delivery of the software or upon request, an agreement containing such terms and conditions. A copy of such terms and conditions is available at any time upon request to GE Healthcare.

SERVICE/WARRANTY CODES

a. All Service/Warranty Codes

The terms and conditions of GE Healthcare's Product Warranties apply to all warranty claims.

Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code.

If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs.

GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

b. Service/Warranty Code Descriptions

A **GE Healthcare directly, or through a sub-contractor, provides the following:**

- Installation.
- Parts.
- On-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (with additional charge).
- Post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B **GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):**

- New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period.
- New or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs.

Note: Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

C **GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:**

- Installation (in some cases with an additional charge).
- Parts.
- On-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (some with additional charge).
- Post-warranty service at prevailing service rates.

D **GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Repair or replacement (at the manufacturer's or dealer's option) of defective products or parts.

Note: The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

E **GE Healthcare directly, or through a sub-contractor, provides:**

- Installation (in some cases with an additional charge).
- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

- At no charge during the warranty period.
- At manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F **GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period.

Note: For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

G, J, O and Q **GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

- Start up and commissioning.
- Basic functional troubleshooting (no technical labor) with supplier phone support 24/7.
- Warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material).

Note: The UPS battery for Service/Warranty Code **G** has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code **O** applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes **O** and **Q** has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes **G** and **O** is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate

H, K, L and M GE Healthcare directly provides the following:

- Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Installation.
- Preventative Maintenance.
- Parts & Labor.

Note: Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

P GE Healthcare directly provides the following:

- Replacement of non-conforming components.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

T, V and X GE Healthcare directly provides the following:

- Replacement of Product only; GE Healthcare will not replace patient records.
- Product is warranted only for image legibility.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

W GE Healthcare directly provides the following:

- Replacement of Product only for Out of Box failure.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming components.

Note: All electrical components (excluding the UPS) for Service/Warranty Code Z have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

c. <u>Additional Product or Service Information</u>

FOR ADDITIONAL PRODUCT OR SERVICE INFORMATION OR ASSISTANCE, please contact the Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

ALL REQUESTS FOR SERVICE ON PRODUCTS should be directed through GE CARES (from the U.S. call 1-800-437-1171).

GE Healthcare

Warranty Statement
X-Ray and Image Intensifier Tubes
(United States and Canada)

WARRANTY SCOPE

These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's Standard Terms and Conditions Sales and Services.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

WARRANTY COMMENCEMENT DATE AND WARRANTY PERIODS

Determining Warranty Periods For Tubes

The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system)

REMEDIES

If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

Determining Tube Charge For Replacement Tubes

Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic)

For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

CT Tubes Replaced During Full Warranty Period

Determining Labor Charges For Tubes Replaced During Full Warranty Period: No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.

- GE Healthcare Pays The Entire Cost For The CT Tube: For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

CT Tubes Replaced During Pro Rata Warranty Period

Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.

- Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

WARRANTY PERIODS

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	12 months (e)	N/A
Performix 160A (MX160)	12 months (e)	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRi/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	500 exams (f)	6,000 exams or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	12 months or 100,000 slices, whichever occurs first (g)	N/A
Performix-ADV QX/I	12 months or 30,000 amp-seconds, whichever occurs first (g)	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first (g)	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first (g)	N/A
Image Intensifier	30 days	24 months

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.
(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.
(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice Or Amp-Second Amount}} \times 100\%$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.
(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.
(e) MX150 and MX160 Vascular tubes included with new systems have a full 36 month, non-prorated warranty. MX150 and MX160 Vascular replacement tubes carry a full 12 month, non-prorated warranty.
(f) Solarix 350 tubes included with new systems have 12-month full coverage. Solarix 350 on BSL replacement tubes have a 500 exam full warranty and a 12-month or 6000 patient exam prorated warranty per the table above.
(g) All Performix tubes included with new systems have 12-month full coverage. Performix replacement tubes carry a 12-month/specified usage warranty (varies by tube per above chart), whichever occurs first.

GE Healthcare

SOFTWARE SUPPORT SERVICES FOR GE HEALTHCARE SOFTWARE SYSTEMS

"You" or "your" means the individual or entity that has purchased the applicable software support services. "GE," "GE Healthcare," "we" and "our" refers the General Electric Company, by and through its GE Healthcare division.

Software Support Services. GE will provide to you the software support services as described in the applicable GE Healthcare service policy for the GE software product and the support period as specified in the applicable quotation for which you have paid the applicable fees. Software that is identified on the GE Healthcare quotation and either (i) is delivered to you in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Statement of Service Deliverables unless specifically stated otherwise in the applicable quotation.

Software Support Services Price Adjustments. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term by providing no less than sixty (60) days advanced notice of such increase before the beginning of the support term for which the increase is to be in effect. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software Professional Services

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions contain the provisions that will apply to your purchase of GE Healthcare professional services which will be described on one or more statements of work. The term "deliverables" means those specific items to be delivered by GE Healthcare to you pursuant to a statement of work. A "statement of work" or "SOW" means the project work plan, program guide, quotation or other standard GE Healthcare document that describes the professional services, scope, schedule, dependencies, deliverables and any applicable special terms. The term "intellectual property" means, collectively and individually, as the context requires, all worldwide copyrights, patents, patent applications, trade secrets or other intellectual property rights associated with any ideas, know-how, concepts, techniques, inventions, processes, works in progress, work product or works of authorship.

Statement of Work.
GE Healthcare shall exercise commercially reasonable efforts to perform the professional services and to provide any deliverables which are described in the SOWs mutually agreed upon and signed by both parties and to do so according to any delivery schedule set forth in the SOW. GE Healthcare shall be responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) your additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) your site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; and (viii) key assumptions. The terms and conditions of these Additional Terms and Conditions shall prevail over those of the SOW. Each SOW shall constitute a separate, distinct and independent work engagement and contractual obligation. If you purchase services to implement GE Healthcare software, GE Healthcare, with your reasonable assistance, will exercise commercially reasonable efforts to complete a project work plan within a period of time as mutually agreed upon by the parties. A SOW may only be modified by a written document signed by authorized representatives of both of us and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in your responsibilities. Dates scheduled for services may be changed or cancelled only in accordance with the GE Healthcare Service Cancellation Policy. Cancellation or rescheduling fees as described in the policy will apply.

Ownership Rights.
GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with you or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. You hereby assign, and will cause your employees and independent contractors to assign, to GE Healthcare all of your rights in and to such deliverables and intellectual property. GE Healthcare grants to you a nonexclusive, nontransferable, non-sublicensable license to use the deliverables solely for your internal business purposes and subject to the limitations described in these Additional Terms and Conditions and the relevant SOW. You agree to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of your confidential information which may be included in any deliverable unless expressly agreed otherwise.

Project Managers.
Each of us shall designate a project manager, who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of work pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless we mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by our respective organizations; (vi) help resolve project issues and escalate issues within our respective organizations, as necessary; (vii) monitor and report project status on a regular basis to respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

Post-Engagement Maintenance.
Post-engagement maintenance for any deliverables developed or modified under a SOW, to the extent made available by GE Healthcare, will be provided solely as described in the applicable SOW. You understand that post-engagement maintenance for deliverables may differ from the support GE Healthcare offers for its standard products. Unless expressly provided for in a SOW, no support or maintenance will be provided for deliverables.

Payment Terms.
Unless otherwise provided in the applicable quotation, professional services will be provided on a fixed fee basis at the rates as set forth in the applicable quotation. These fees shall be invoiced in blocks of hours upon the payment milestones as set forth below. Fixed fee means that the fees for the implementation services described in that part number within the scope defined in the applicable SOW shall be fixed in amount and shall not exceed the corresponding amount as set forth in the part number description in the applicable quotation, so long as the applicable services do not exceed the scope defined in the SOW. In the event the services do exceed the scope defined in the applicable SOW, additional professional services shall be invoiced on a time and materials basis at GE Healthcare's then current time and materials rates and these fees shall be invoiced on a monthly basis as incurred. Unless otherwise provided in the applicable quotation, professional fees provided on a fixed fee basis shall be payable as follows: 20% on signing of the applicable quotation, 20% on installation of the applicable software, 20% on training start date for the applicable software, 20% on go live (first clinical use of the applicable software) and 20% on acceptance of the applicable software (as defined in the GE Healthcare Standard Terms and Conditions). Actual, reasonable travel, living and incidental project related expenses incurred in the performance of any services, including, but not limited to, travel, meals, lodging, car rental, telecommunications and other out-of-pocket expenses are in addition to the prices and fees quoted and shall be invoiced separately as incurred.

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software License

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions describe the provisions that will apply to your license of GE Healthcare software products. The term "software" means the GE Healthcare proprietary software and third party software and associated documentation provided by GE Healthcare to you pursuant to this agreement as identified in the applicable GE Healthcare quotation. The term "documentation" means GE Healthcare's user manuals, on-line help functions and user instructions, regarding the operation, installation and use of the software as made available by GE Healthcare to you. All references to "specifications" or "performance specifications" in the Standard Terms and Conditions, Sales and Service shall mean documentation when such terms are used in reference to GE Healthcare software products.

Scope of License Grant.
Entities over which you have control may use the software only by agreeing to be bound by this agreement and by paying any applicable license fees. Independent contractors that supply products comparable to the software shall be provided access to the software only if we have provided our prior written consent and subject to any applicable conditions required by us, including any conditions that we deem appropriate to protect confidential and proprietary information relating to our products. You shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. To the extent permitted by applicable law, licensors of third party software shall be third party beneficiaries of this agreement with respect to products licensed to GE Healthcare by such licensors and sublicensed to you. In addition to the restrictions stated in the GE Healthcare Standard Terms and Conditions Sales and Service, you agree not to (i) display, transmit, sell, or otherwise transfer or make available the software to any other person or entity, unless expressly provided otherwise under this agreement; (ii) electronically transfer the software outside your intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; (iii) reduce the software to a human-perceivable form; or (4) release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare.

Delivery.
"Delivery" means (a) with respect to any item of GE Healthcare software or documentation, the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery by GE Healthcare of the first copy or product master in person to Customer or to any common carrier or delivery service for transport to Customer, (b) with respect to any item of hardware or third party software, the delivery of the hardware or third party software by GE Healthcare or the supplier of the hardware or third party software to a common carrier for transport to the Customer or to any location specified in writing by or on behalf of the Customer, and (c) with respect to any services, the performance of such services by GE Healthcare.

Medical Diagnosis and Treatment.

You hereby acknowledge and agree that:

- the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software.
- You are responsible for verifying the accuracy of all patient information and determining the data necessary for you and your users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to your delivery of healthcare services.
- You are responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software.
- You and your staff will consider all relevant information including information presented to you and them by the software and may give whatever weight you and your staff deem appropriate to the information produced by the software in the performance of your and their functions.
- any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it.
- you have reviewed and will communicate to users who use and access the software any software information, which may be provided to you by GE Healthcare from time to time.

Audit Rights.
Upon 45 days notice we may audit your use of the software. You agree to cooperate with our audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owed to us, you agree to pay those fees and our costs incurred in conducting the audit within 30 days of written notification of the amounts owed. If you do not pay the amounts owed, we may terminate your license to use the applicable software. You agree to permit us to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information and shall be used solely for the

purposes of technical support and auditing the use of the software and shall not be disclosed to any third party (other than third party vendors of software licensed to you under this agreement), without your consent.

Relief for Breach.
You agree that a violation of our license, confidentiality or intellectual property rights will cause irreparable harm to us for which the award of money damages are inadequate. You agree that in the event of any breach of this provision, we shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that you cease use of and return the software, including all copies in any media, in addition to seeking any other legal or equitable remedies available to us. This paragraph shall survive the termination of this agreement.

License Metrics.
If referenced in your quotation, please see the following definitions of license metrics listed below or on your quotation in connection with your quotation to understand the scope of your license: **"Active Devices"** means the number of devices that are transmitting data to the applicable software. **"Annual ED Visits"** means the maximum number of patient visits to the emergency room(s) of the Site for which the applicable software is used for clinical documentation during each twelve month period of the license. **"Beds"** means the total number of beds that you are authorized by the applicable government authority to provide at the Site. **"Bedside Device Interfaces"** means the maximum number of bedside device interfaces for which the applicable software is permitted to be used at the Site. **"Clients"** means the maximum number of workstations permitted to use the applicable software. **"Concurrent Database Users"** means the maximum number of database users permitted to simultaneously access the applicable software at a given point in time. **"Concurrent Users"** means the maximum number of users permitted to simultaneously access the applicable software at a given point in time. **"Critical Care Beds"** means the maximum number of beds in a high acuity setting which the applicable software can be used for clinical documentation at the point of care at the Site. **"Designated Individual"** is defined as a particular individual who has been identified by name and user authorization ID, regardless of whether the individual is actively using the software at any given time; **Designated Individual** licenses are purchased for every individual authorized to use the software. **"Dispensaries"** means the maximum number of physical locations at which the outpatient prescriptions are dispensed permitted to use the applicable software. **"Enterprise"** means you and any entities controlled by you. **"Named Users"** means specified users identified by name or other identifier. **"ORs"** means the maximum number of Operating Rooms in which the software is used for clinical documentation at the Site. **"Other Provider"** means the maximum number of other providers (individuals other than Physicians designated by the software as a billable provider of health care services including nurse practitioners, physical therapists and other non-physician billable providers of healthcare services) authorized to use the software. **"PACU beds"** means the maximum number of beds in a high acuity setting for which the applicable software is used for post operative anesthesia documentation at the point of care at the Site. **"Physician"** means the maximum number of physicians (doctor of medicine, doctor of osteopathy, doctor of dental science and doctor of psychiatric medicine) authorized to use the applicable software. **"Prep Rooms"** means the maximum number of prep rooms in which the applicable software is used for clinical documentation at the Site. **"Prescriptions"** means the number of prescriptions dispensed by Customer Dispensaries during the applicable calendar year. **"Requests per Day"** means the number of laboratory orders requested per day. **Requests per Day** licenses are purchased for the maximum number of requests to be processed by the software each day. **"Site"** means the maximum number of your facility(ies) of the Size specified in the quotation at which you are authorized to use the software and which may be added to or changed only in accordance with these terms and conditions and upon the written consent of GE Healthcare. You shall be permitted to use the applicable software only for the **Size of Site** as indicated in the applicable quotation.

YALE-NEW HAVEN HOSPITAL

April 14, 2010

Honorable Cristine Vogel, Deputy Commissioner
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: Reinstatement of Letter of Intent for Yale-New Haven Hospital Replacement of Gamma Cameras with SPECT-CT Camera

Dear Deputy Commissioner Vogel:

After our discussion today, Yale-New Haven Hospital asks that the Office of Health Care Access please reinstate its Letter of Intent (LOI) application for the above project. Enclosed are the original and six copies of Yale-New Haven Hospital's Letter of Intent for the replacement of two aging gamma cameras purchased under threshold with a SPECT-CT camera.

The total capital cost for this proposal is expected to be $2,806,384.

Please feel free to contact me if there are any questions.

Thank you for your consideration.

Sincerely,

Jean Ahn
System Director

cc: Bill Aseltyne, Esq.
Mariane Carna

20 York Street
New Haven, CT 06504

State of Connecticut
Office of Health Care Access
Letter of Intent Form
Form 2030

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

	Applicant One	Applicant Two
Full legal name	Yale-New Haven Hospital	
Doing Business As	Yale-New Haven Hospital	
Name of Parent Corporation	Yale-New Haven Network Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	20 York Street New Haven, CT 06504	
Identify Applicant Status: P for Profit or NP for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	Yes X No	Yes No
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	Jean Ahn System Director	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	Yale-New Haven Hospital, Planning Office, 20 York Street (Howe 3) New Haven, CT 06504	
Contact Person Telephone Number	(203) 688-2609	
Contact Person Fax Number	(203) 688-5013	
Contact Person e-mail Address	jean.ahn@ynhh.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: **Replacement of Existing Gamma Cameras with SPECT-CT Camera**

b. Project Proposal: **YNHH proposes to replace two existing basic gamma cameras purchased under threshold with a SPECT-CT camera.**

c. Type of Project/Proposal, please check all that apply:

Inpatient Service(s):

☐ Medical/Surgical ☐ Cardiac ☐ Pediatric ☐ Maternity
☐ Trauma Center ☐ Transplantation Programs
☐ Rehabilitation *(specify type)* _____
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Inpatient *(specify)* _____

Outpatient Service(s):

☐ Ambulatory Surgery Center ☐ Primary Care ☐ Oncology
☐ New Hospital Satellite Facility ☐ Emergency ☐ Urgent Care
☐ Rehabilitation *(specify type)* _____ ☐ Central Services Facility
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Outpatient *(specify)* _____

Imaging:

☐ MRI ☐ CT Scanner ☐ PET Scanner
☐ CT Simulator ☐ PET/CT Scanner ☐ Linear Accelerator
☐ Cineangiography Equipment ☒ New Technology: Hybrid SPECT-CT Gamma Camera

Non-Clinical:

☐ Facility Development ☐ Non-Medical Equipment ☐ Renovations
☐ Change in Ownership or Control ☐ Land and/or Building Acquisitions
☐ Organizational Structure (Mergers, Acquisitions, & Affiliations)
☐ Other Non-Clinical: _____

d. Does the proposal include a Change in Facility (F), Service (S)/Function (Fnc) pursuant to Section 19a-638, C.G.S.?

☒ Yes ☐ No

If you checked "Yes" above, please check the appropriate box below:

☒ New (F, S, Fnc) ☐ Additional (F, S, Fnc) ☒ Replacement
☐ Expansion (F, S, Fnc) ☐ Relocation ☐ Termination of Service
☐ Reduction ☐ Change in Ownership/Control

e. Will the Capital Expenditure/Cost of the proposal exceed $3,000,000, pursuant to Section 19a-639, C.G.S.?

☐ Yes ☒ No

If you checked "Yes" above, please check the boxes below, as appropriate:

☐ New equipment acquisition and operation

☐ Replacement equipment with disposal of existing equipment

☐ Major medical equipment

☐ Change in ownership or control

f. Location of proposal, identifying Street Address, Town and Zip Code:

20 York Street, New Haven, CT 06510

g. List each town this project is intended to serve:

Please see response to Question 3 in the Project Description.

h. Estimated starting date for the project: **Following OHCA approval**

i. If the proposal includes change in the number of beds provide the following information: **N/A**

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: **$2,806,384**

b. Please provide the following tentative capital expenditure/costs related to the proposal:

Major Medical Equipment Purchases*	**$2,207,084**
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	**$ 599,300**
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	**$2,806,384**
Major Medical Equipment – Fair Market Value of Leases Medical	
Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	**$2,806,384**
Total Project Cost	
Capitalized Financing Costs (Informational Purpose Only)	

* Provide an itemized list of all medical and non-medical equipment to be purchased and leased. **Note: Equipment to be purchased is listed below in III.d.**

c. If the proposal has a total capital expenditure/cost exceeding $20,000,000 or if the proposal is for major medical equipment exceeding $3,000,000, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check your preference. **N/A**

☐ Yes ☐ No

1. If you checked "Yes" above: please check the appropriate box below indicating the basis of the projects eligibility for a waiver of hearing

   ☐ Energy Conservation ☐ Health, Fire, Building and Life Safety Code

   ☐ Non Substantive

2. Provide supporting documentation from elected town officials (i.e. letter from Mayor's Office).

d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
SPECT-CT	**GE**	**Discovery NM/CT 570c**	**1**	**$2,207,084.40**

Note: Provide a copy of the vendor contract or quotation for each major medical/imaging equipment. **Please see Appendix I.**

e. Type of financing or funding source (more than one can be checked):

☒ Applicant's Equity	☐ Capital Lease	☐ Conventional Loan
☐ Charitable Contributions	☐ Operating Lease	☐ CHEFA Financing
☒ Funded Depreciation	☐ Grant Funding	
☐ Other *(specify)* _____		

SECTION IV. PROJECT DESCRIPTION

In paragraph format, please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable. **Please see last 2 pages.**

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.

2. List the types of services being proposed and what DPH licensure categories will be sought, if applicable.

3. Identify the current population served and the target population to be served.

4. Identify any unmet need and describe how this project will fulfill that need.

5. Are there any similar existing service providers in the proposed geographic area?

6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.

7. Who will be responsible for providing the service?

8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

AFFIDAVIT

To be completed by each Applicant

Applicant: **Yale-New Haven Hospital**

Project Title: **Replacement of Existing Gamma Cameras with SPECT-CT Camera**

I, **James Staten, Chief Financial Officer,** of **Yale-New Haven Hospital,** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that **Yale-New Haven Hospital** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Signature _____ Date 3-10-10

Subscribed and sworn to before me on 3-10-10

_____
Notary Public/Commissioner of Superior Court

SUSAN ANSPACH SHIELY
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2013

My commission expires: _____

SECTION IV. PROJECT DESCRIPTION

1. **List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.**
   Yale-New Haven Hospital (YNHH) is the primary teaching hospital for the Yale University School of Medicine and a major community hospital for residents of the greater New Haven area. The Hospital offers a full array of primary to quaternary patient services; many quaternary services have been designated as regional or national referral services.

   Currently, myocardial perfusion exams consisting of two parts (stress and rest imaging) are conducted on the existing basic gamma cameras. Given the age of the existing Philips Prism 3000 gamma camera (installed in 1993) and the GE SMV DSTi (installed in 2000) and equipment limitations (such as the lack of standard attenuation correction which corrects or minimizes shadows caused by breast tissue, the diaphragm, and adipose tissue that may make underlying defects and abnormalities difficult to detect, less sensitive crystals that are more limited in their ability to absorb light and detect activity and limited CT ability), the resulting information, images and diagnosis ability do not equal the quality or level permitted by newer, more advanced hybrid technology.

   A copy of YNHH's Department of Public Health (DPH) License is presented as Attachment I.

2. **List the types of services being proposed and what DPH licensure categories will be sought, if applicable.**
   The services proposed include those currently provided as well as services that were not possible given the age and limitations of the existing gamma cameras. Given significantly improved crystal sensitivity, better image resolution, hybrid SPECT and CT technology, and information output provided by newer hybrid equipment, in addition to the above services and calcium scoring, the new hybrid cameras will permit the determination of dynamic absolute blood flow and coronary flow reserve via the improved sensitivity of the nuclear detector system (which is important for assessing post-cardiac transplant patients) and use of targeted radiotracers that are predictive of specific outcomes based on failure of the radiotracer to travel through certain parts of the body such as heart muscle and thereby facilitate quicker treatment, greatly enhancing the quality of patient care.

   No additional licensure is required.

3. **Identify the current population served and the target population to be served.**
   The current population served and the target population to be served include the residents of Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

4. **Identify any unmet need and describe how this project will fulfill that need.**
   Several unmet needs and reasons are outlined below regarding why the outdated basic gamma cameras need to be replaced, including equipment age, limited capabilities (such as the sensitivity limitations of older crystals, lack of attenuation correction, poorer image resolution, longer exam length, and lack of hybrid SPECT-CT alignment), and higher radiation exposure:

   - The existing basic gamma cameras—the Philips Prism 3000 and the GE SMV DSTi—were installed in 1993 and 2000 respectively. Both have exceeded the standard 7-year life of gamma cameras, and are quickly nearing end-of-life. Given the cameras' age, service

requests and maintenance needs have become more frequent, resulting in downtime that subsequently impacts patient care access and timeliness.

- Significantly enhanced functionality and capability are available with the replacement hybrid SPECT-CT cameras that are unavailable with the existing outdated basic gamma cameras, including availability of the standard attenuation correction capability, improved crystal sensitivity, and state-of-the art technology and alignment capability, resulting in drastically shorter imaging time and lowered radiation exposure mentioned below. The new equipment will provide the standard attenuation correction capability that corrects and minimizes shadows caused by tissue and muscle that may mask underlying defects and abnormalities. The basic gamma cameras have scintillation crystals, which have remained unchanged for 50 years and have inherent limitations that make them less sensitive in terms of light absorption and activity detection. The proposed replacement hybrid SPECT-CT camera employs an Alcyone crystal that provides vastly improved sensitivity to the extent that patients with a body mass index of greater than 30 can be provided a standard dose of tracer and be imaged in one day, versus the current two day stay (that involves an additional overnight). In addition, the replacement camera's improved sensitivity reduces scan times from 20 minutes on a conventional camera to 5-6 minutes or fewer. The proposed replacement SPECT-CT system's hybrid gamma camera and 64-slice CT system employs a new and highly innovative detector technology called Alcyone, which improves energy and spatial resolution and reduces artifacts. Given the proposed replacement equipment's hybrid nature, compared to non-identical images from two separate pieces of equipment, the aligned physiological information from the equipment's gamma component perfusion scan and the anatomical information from the system's CT component will provide physicians with mirror images and enhanced ability to detect activity for diagnosis, while also reducing errors resulting from reviewing non-identical images taken from different machines on different days that must then be manually aligned.
- Given the advanced Alcyone technology and Alycone crystal noted above, as well as the drastically shortened imaging time, imaging protocols can be modified to administer lower doses of radioactive tracer to patients, significantly reducing their radiation exposure.

The proposed replacement hybrid SPECT-CT camera will therefore address the issues above. The significantly enhanced capabilities, greater imaging resolution and lower radiation exposure offered by the advanced system will provide patients with safer, more efficient, higher quality care.

5. **Are there any similar existing service providers in the proposed geographic area?**
   The Hospital is unaware of other existing service providers in the proposed geographic area.

6. **Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.**
   Providing access to this new hybrid technology, which significantly enhances resolution capability, image sensitivity and accurate diagnosis through the fusion of SPECT and CT images and information, as well as reduces patients' radiation exposure, will provide the Hospital's patients with access to safer, more efficient, enhanced quality care.

7. **Who will be responsible for providing the service?**
   Yale-New Haven Hospital will be responsible for providing the service.

8. **Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?**
   The payers for this service include Medicare, Medicaid, Aetna, Blue Cross, Cigna, Connecticare, HMC PPO, Oxford, PHS, United Healthcare, Workers Compensation, Yale Health Plan and others.

APPENDIX I

Vendor Quotation

APPENDIX I

Department of Public Health License

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0044

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Yale-New Haven Hospital, Inc. of New Haven, CT, d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504

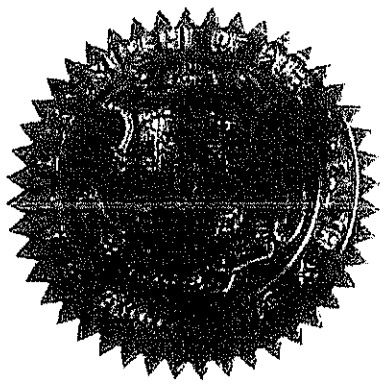
The maximum number of beds shall not exceed at any time:
852 General Hospital beds
92 Bassinets

This license expires **September 30, 2011** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2009.

License revised to reflect:
* Removed (2) Satellites and added (1) Satellite effective 9/29/09

Satellites
Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT
YNHASC Temple Surgical Center, 60 Temple Street, New Haven, CT
YNHASC Women's Surgical Center, 40 Temple Street, New Haven, CT
*Mauro-Sheridan School Based Health Center, 191 Fountain Street, New Haven, CT



J Robert Galvin MD, MPH, MBA

J. Robert Galvin, MD, MPH, MBA,
Commissioner

APPENDIX II

Vendor Quotation

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Yale - New Haven Hospital	Attn: Ms Wendy Bruni	Date: 03-22-2010
20 York St	20 York St	
New Haven CT 06510	New Haven CT 06510	

This Agreement is by and between the Customer and the GE Healthcare entity (referred to herein as "GE Healthcare"), each as identified in this Quotation. GE Healthcare agrees to provide and Customer agrees to pay for the Products and/or Services set forth in this Agreement, in accordance with the terms and conditions set forth in the Governing Agreement identified below. If a Governing Agreement is not identified below on this page, this Agreement shall be governed by the following terms and conditions:

1) This GE Healthcare Quotation (together with any applicable schedules referred to herein) that identifies the Product and/or Service offerings purchased or licensed by Customer;

2) The attached (i) GE Healthcare Warranty documentation; (ii) GE Healthcare Additional Terms and Conditions documentation; and (iii) GE Healthcare Statement of Service Deliverables documentation, as applicable; and

3) The attached GE Healthcare Standard Terms and Conditions Sales and Service.

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

This Agreement constitutes the complete and final agreement of the parties relating to the Products and/or Services identified in the Quotation. No agreement or understanding, oral or written, in any way purporting to modify these terms and conditions or the Quotation, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter made in writing and signed by each party's authorized representative.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Quotation (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 05-28-2010
- Billing Terms: 10% down / 70% delivery / 20% installation or first patient use
- Payment Terms: UPON RECEIPT
- Governing Agreement: None

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare

3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE _____

Emily Kloeblen Date
Sales Representative

CUSTOMER

_____

Authorized Customer Date

_____

Print Name and Title

_____

PO #

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

____ Cash * ____ Lease ____ HFS Loan

If financing please provide name of finance company below*:

_____

*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
1		**Discovery NM/CT 570c**
1	S8000RD	Discovery NM/CT 570c Integrated

Discovery NM/CT 570c ushers in the first generation of volume SPECT/CT technology, bringing a distinct set of new capabilities beyond those offered by conventional SPECT or SPECT/CT scanners and opening the doors to new and advanced procedure possibilities in non-invasive cardiac imaging.

The Discovery NM/CT 570c Integrated System is comprised of the following subsystems:

NM Detector & Gantry: High-resolution, solid-state SPECT detector technology

- Multiple arrays of direct conversion 2.46x2.46mm semiconductor CZT detector
- Multi-pinhole collimation enabling high sensitivity, simultaneous acquisition of all views and reduced penetration
- Detectors shielded for 40-200 keV energy range
- Simultaneous acquisition of all views without motion during scanning
- Improved energy resolution and scatter rejection
- QC source holder enabling fast and accurate QC and calibrations
- Open gantry design facilitates patient setup and free access
- Real-Time gantry status display on acquisition console
- Intuitive Icon-Based handset mounted on the gantry
- Guided Patient Positioning tools for accurate patient positioning

CT Detector & Gantry

- Exclusive V-Res (TM) Detector technology
- Breakthrough diode technology providing true 64-channel acquisition and a platform for future growth.
- 40mm anatomical coverage per rotation with 0.625mm slices.
- Enhanced features for coronary angiography including: ECG waveform display on the console, cardiac optimized bowtie filters for dose reduction and cardiac specific image filters.
- Complete workflow solutions to support the acquisition of 64 sub-mm slices per rotation including Xtream XT Workflow Platform
- Proprietary Volume Reconstruction delivering industry leading z-axis resolution.
- Vari-Speed, GE's exclusive variable speed capability for enhanced coronary angiography
- Performix Pro X-ray tube and generator technology delivering 100kW, 800mA
- OptiDose management features: new bowtie filters optimized for coronary angiography and pediatric body exams, fully 3-Dose modulation
- Neuro 3D Filter

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		Imaging Table • Flexible, 500lb (227kg) patient weight capacity • full cradle extension & 2000mm scannable range Ventricam Positioning Camera/Monitor - A miniature video camera attached to an LCD screen; monitors patients position relative to the detectors during setup and during the scan. Ventricare Patient Leg support - Ergonomic leg support mounted on top of patient table, designed to increase patient comfort, reduces movement & joint strain VentriCare patient Supine Arm support - Ergonomic arm support mounted on top of patient table, designed to increase patient comfort, reduces movement & joint strain Xeleris 2 - Functional Imaging Workstation for NM, PET, NM/CT & PET/CT-Desktop Configuration: • Intely Core2 Quad Processor Q9300 • 6MB onboard L2 cache • Intel X38 chipset with 1333 MHz front side bus • Dual-channel 4x512MB PC2-6400 DDR2 800 • RAID 0 2x80GB SATA II Hard Drive • Database capability: 60GB or 10000 studies (whichever comes first) • Windowsy XP Professional • Integrated ethernet adapter • PCI-E graphics Interface • CD-RW / DVD-RW Multi Drive • CD-RW / DVD-RW Multi Drive • Xeleris 2 Applications Software • 19" Color LCD Processing Monitor • Emory Cardiac Toolbox Software • 1 year subscription top Emory Reporting Option
2	M81511FB	AW VolumeShare2 System with 2 Monitors, VolumeViewer3.1 and 4GB RAM AW VolumeShare2 with Two Flat Panel Monitors and 4GB of RAM AW VolumeShare2 provides 3D visualization and analysis with exceptional stability, quality and flexibility for powerful multi-modality image management, review, comparison and processing. It features innovative 64 bit technology and 2 dual core processors for exceptional performance and large thin slice data set handling. In addition, AW VolumeShare2 features dramatic user

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description

interface enhancements that makes processing routine cases easy and complex cases simpler.

The AW software family improves diagnostic/treatment workflow and enhances clinician-patient communication. AW VolumeShare2 software includes:

- Volume Viewer 3.1: GE 3D software package that includes Volume Rendering, Volume Analysis, Navigator and other 3D visualization and analysis tools
- Advanced X-ray Analysis: Accommodates routine and special procedures, providing tools specifically for the review of DICOM x-ray images.
- 2D image viewer that displays RT, CT, MR, CR X-Ray (Angio and R&F), Digital X-Ray (DX), MG, NM, PET, U/S, Secondary Capture, Secondary Capture Color DICOM Image Objects
- Filmer: Multimedia export tool that creates standard or free-format electronic films in DICOM SR that can be saved, networked or printed to a DICOM, DICOM color or a supported postscript printer. Electronic films can also be exported out of the DICOM environment in a variety of multimedia formats (HTML, PDF, JPEG, PNG, MPEG, AVI, QuickTimey VR).

AW VolumeShare 2 ships with:

- Post-processing software platform, Patient List, database, and DICOM networking
- Volume Viewer 3.1(VA, VR, Navigator)
- 2D Viewer
- Filmer
- Data Export
- Advanced X-ray Analysis
- Two 19" flat panel monitors
- HP xw8400 Workstation:
  - 2 Intel Xeon Dual Core Processors @ 3.0GHz clock speed, 4MB shared L2 cache
  - 4GB DDR-2 RAM (expandable to 12GB)
  - 2 x 146 GB: SAS 15,000rpm hard disks (292 GB can be used for image storage)
  - 1 x 73 GB: SAS 15,000rpm hard disk for OS and system files
  - Internal DVD-ROM drive with CD burner (40x read/write) for DICOM media interchange and writing of DataExport electronic films
  - 10/100/1000 base-T network interface
  - USB Optical 3-button mouse
  - 3 inch floppy drive for service use and preset archive capability

DOES NOT INCLUDE AUTOBONE XPRESS SOFTWARE OR ANY OTHER ADVANCED APPLICATIONS NOT LISTED

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
1	B7877EN	ENGLISH KYBD&LABEL'G KIT English Keyboard for CT systems (CT750 HD)
1	B7864GA	VCT Standard length cable option Standard length cable set for VCT and VCT Select systems
1	B7864PZ	Uninterruptible Power Supply for LightSpeed CT750 HD & VCT Series products Un-Interruptible Power Supply Un-interruptible Power Supply for CT750 HD, and LightSpeed VCT systems. Un-interruptible power supply: supply's power to CT console allowing the user to power down system in the event of source power loss; thus preventing the loss of scan data previously acquired before source power loss. This UPS also: -Provides continuous protection to all of the system's major electronics subsystems -Protects the tube from power outages because it continues to provide power for tube cooling. -Minimizes system restart time by continuing to power the thermal control of the DAS and detector. -Provides enhanced ease of patient removal from the system by keeping the table powered.
1	P5064RR	DVCT SNAPSHOT PULSE OPT. Snapshot(TM) Pulse for Discovery VCT SnapShot Pulse is a new cardiac scanning techniques that reduces patient dose up to 70% and improves cardiac workflow, with uncompromised image quality. The Discovery VCT system uniquely designed to make it all possible - as a result of these key CT scanner attributes: • The 40-mm high resolution V-Res detector with micro voxel technology. • Prospective real-time patient heart-rate controlled ECG gating. • Real-time system controls to precisely control table movement and pulse the X-ray on and off. SnapShot Pulse uses prospectively triggered axial acquisitions synchronized by the patient heart rate, in which X-rays are turned on only during the required heart phase and turned off completely at all other times. In essence, the technique captures a complete picture of the heart using a series of three to four snap shots taken at precise patient table positions and precisely timed to correspond to a specific phase of the cardiac cycle, enabling a dose reduction of up to 70% relative to conventional cardiac CT acquisitions. SnapShot Pulse helps improve workflow by reducing the size of image set to be reconstructed, reviewed and post processed. A typical SnapShot Pulse series consists of 280 - 400 images, compared with up to 3,000 images in a typical helical cardiac scan series. Since these's a

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		smaller number of images to reconstruct, SnapShot Pulse takes less time, yet delivers the same amount of information as a helical cardiac exam. This Option requires Discovery VCT with 5-Beat option and Snapshot Imaging (Helical cardiac acquisition).
1	S8006KW	Xeleris 2 Dual Monitor Upgrade X2 DUAL MON UPGRADE XELERIS 19" LCD Dual Monitor Upgrade Requires an existing H3700MP 19" LCD monitor Additional Black 19 inch LCD Color Monitor for Xeleris 2 Desktop systems only and license for Dual Monitor Optimized Xeleris Applications.This small footprint LCD color monitor from NEC includes US and European power cabling only (Japan Power cable sold separately is not included
1	S8006LN	Sony MOD with SCSI Card 4.1 Gbyte, 5.25 Inch Re-Writable Sony Magneto Optical Drive for Xeleris 2 Workstations. Includes H3700MD SCSI Card for XW6200 Hardware only.
2	H2600SW	4D-MSPECT for Xeleris/eNTEGRA - 1st or 2nd License 4D-MSPECT 4D-MSPECT is an application developed at the University of Michigan Medical Center in Ann Arbor, Michigan. It is a comprehensive cardiac SPECT display and quantification program for gated and ungated SPECT perfusion studies.
1	S8005WF	MultiMedial Creator for Xeleris 1.1 - Multi Pack MultiMedia Creator for Xeleris 1.1 - A powerful tool for the creation and distribution of Xeleris results pages in full color and motion. Text and vocal descriptions may be added to the selected images and the overall report can be viewed and edited prior to distribution. Once created, reports may be distributed on CD, Email or Network easily from within the application.
2	H3900PE	SYNCTOOL FOR ECTB VL SyncTool, cardiac imaging tool for Emory Cardiac Toolbox, to analyze which heart failure patients will benefit from cardiac resynchronization therapy (CRT). This software application provides cardiologists with an objective and timely measure of left ventricular (LV) dyssynchrony. Once the gated SPECT (G-SPECT) image study is completed, results are available in less than one minute. SyncTool works on Syntermed's Emory Cardiac Toolbox (ECTb) included in Xeleris 2.1 for optimum accuracy and efficiency.
1	H3900NW	Alcyone List Mode License

GE Healthcare

QUOTATION

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		Alcyone List Mode License An upgrade to Myovation software on Xeleris 2 workstations to include List Mode for Alcyone cameras
1	E4503LL	2 KVA Online Double Conversion UPS - 120V Input/Output 2 KVA Online Double Conversion UPS - 120V Input/Output FEATURES/BENEFITS • The use of uninterruptible power enables the system imaging to be completed after the loss of supply power, and allows for saving of valuable data and orderly system shutdown • The Online UPS eliminates all power anomalies such an noise, transients, overvoltage, and undervoltage, which could damage the imaging system's sensitive computer components • Improves imaging system reliability, reduces service costs, and increases system uptime • Advanced Battery Management Plus uses sophisticated battery sensing technology to double battery service life and provides up to 60 days notice of the end of useful battery service life • System monitoring via: Power vision software, RS-232 Port SPECIFICATIONS • Dimensions (H x W x D): 3.5" x 17" x 19.4" • Weight: 50 lbs. • Nominal Voltage: 120 VAC • Frequency: 50/60 Hz, auto-sensing • Rating: 1.5 kVA / 1,050 W COMPATIBILITY • Nuclear Medicine and Ultrasound applications NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	W0009HC	3.5 day TiP HQ Class CT Cardiac Imaging - Full Service TiP HQ Class CT Cardiac Imaging - Full Service 3.5 day CT course held in the Milwaukee area. Includes travel and modest living expenses. This course covers anatomy, patient preparation, scanning, data reconstruction, and post processing. This training program must be scheduled and completed within 12 months after the date of

Quotation Number: P8-C53877 V 15

Qty	Catalog No.	Description
		product delivery.
1	W0100CT	6 Day CT TiP Onsite System Training 6 Day CT TiP Onsite System Training CT Onsite Training for a new CT system • One 4 day onsite visit to coincide with system start-up. • One 2 day onsite follow-up visit 6-8 weeks post system start up. During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures. The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule. This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0110CT	TiP Applications VCT Cardiac Training TiP Applications VCT Cardiac Training TiP Applications VCT Cardiac Training includes: • 4 onsite days covered in one site visit • 10 hrs. TVA This training program must be scheduled and completed within 36 months after the date of product delivery. Onsite training and TVA are delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.
1	W0201NM	TiP NM Onsite Training for Infinia or Millennium System TiP NM Onsite Training for Infinia or Millennium System 6 Days of TiP Onsite Camera and Workstation Training (4 Day Startup; 2 Day follow-up). Onsite training is delivered Monday through Friday between 8AM and 5PM. T&L expenses are included.

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Qty	Catalog No.	Description
		This training program must be scheduled and completed within 12 months after the date of product delivery.
1	W0972NM	NM TiP Virtual Assist 10 Hrs NM TiP Virtual Assist 10 Hrs 10 hours of remote NM training using TiP virtual Assist. Requires broadband connection with customer upload speed of at least 400 kbps. This training program must be scheduled and completed within 24 months after the date of product delivery.
1		**CT Accessories**
1	E8007NG	Medrad Stellant DX Dual Flow Injector - Ceiling Mount (Short Post) Medrad Stellant DX Dual-Flow Ceiling Mount Injection System with Short Post. Requires E8007NZ Mounting Plate be added to the order....E
1	E8007PJ	OCS III MOUNTING PLATE OCS III MOUNTING PLATE
1	E8007RP	Ivy 3150-B Cardiac Trigger Monitor w/Cable Collector Ivy 3150-B Cardiac Trigger Monitor w/Synchronized Output for R-Wave Synchronization Applications Features/Benefits • Impedance Measurement: Measures impedance between the patient's skin and each individual ECG electrode. • Automatic Operation: After patient cables are connected and the monitor is receiving an ECG signal, the monitor finds the peak of the R-wave and generates synchronization pulses • Bright TFT active matrix 6.5 in. color LCD with a wide viewing angle and large heart rate characters enhance visibility of patient data. • Polarity lock reduces the number of false triggers when tall T waves or deep S waves occur • Synchronized trigger output produces a trigger pulse starting at the peak of each R-wave - R to R accuracy • Color trigger mark indicates timing of each trigger pulse with respect to the ECG • System Interlock function indicates proper connection with the imaging device • Integrated USB Drive - allows user to store and retrieve ECG events for retrospective analysis. • Built-in recorder produces hard copy support documentation. A marker identifies the

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Qty	Catalog No.	Description
		synchronized timing for later review. • The ECG monitor will operate in one of two mutually exclusive modes: - Ethernet mode: Monitor has software to support real-time and buffered waveform data transfer to the CT console via Ethernet - USB Mode • The mode of operation is selected via hardware switch located on the monitor rear panel • Auto-notch selects the correct ECG notch filter. This reduces interference on the ECG signal Specifications (Mechanical) • Height: 6.70 in. (17.2 cm) • Width: 9.25 in. (23.5 cm) • Depth: 9.21 in. (23.4 cm) • Weight: 6.5 lbs. (2.9 kg) Basic Accessory Kit Includes: • Patient Cable (3 lead, low noise) • Set of 3 radio translucent lead wires • ECG Adult Electrodes (box of 30) Starter Kit includes everything in the Basic Accessory Kit plus: • Roll stand with mounting plate • Hospital-grade cord set (12 ft.)
1	E4502AE	125A Main Disconnect Panel (US) CT Main Disconnect Panel - 125 Amp with Auto Restart FEATURES/BENEFITS • Custom panel serves as the main power disconnect between the CT system and the facility 400-480V power source Panel provides short circuit, overload, undervoltage release, automatic restart, and emergency shut down for the CT system • Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components • Standardized design and testing assures high product quality and system reliability • On systems where the optional 12.5 kVA partial system UPS is ordered, the Main Disconnect Panel also provides mandated emergency power off control via a UPS output disconnect function included in the panel design • Provides a standardized platform for future UPS or other GE engineered modifications or upgrades

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QUOTATION

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Qty	Catalog No.	Description
		SPECIFICATIONS • Dimensions (H x W): 30.24 in. x 19.78 in. • Enclosure Depth: 7.05 in. • Handle Depth: 10.3 in. • Weight: 110 lbs. • UL, cUL and CE labeled • Panel disconnect provides OSHA lockout/tagout provisions • Surface or semi-flush mounting • Partial system UPS sold separately (E4502F) COMPATIBILITY • CT LS Pro 16, LS Pro 32, RT Systems, LS VCT, CT 750HD NOTES: • Customer is responsible for rigging and arranging for installation with a certified electrician • ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
1	E8016AN	Slicker - VCT 2000 Systems (2-pc Set) Slicker - CT HD750 and VCT w/GT 2000 Table (2 Piece Set) FEATURES/BENEFITS • Two-piece, sealed slicker cushion set has comfort pads enclosed inside the slicker cover and extender cover • Durable, clear PVC plastic cover facilitates faster, more thorough cleanup of blood and fluids • Increase system uptime by protecting table from spills and particulate contaminants • Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas COMPATIBILITY • VCT with GT 2000 Table, CT HD750
1		**AW VolumeShare4 and Applications**
2	M80171LS	AW Floating License Manager AW Floating License Manager AW Floating license manager is the license server software that manager AW floating licenses at your facility. You will need ONE license server per facility to manage licenses. The software will be loaded on hardware provided and maintained by your IT department (Note: Not Applicable

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Qty	Catalog No.	Description
		with AW Server purchase). The hardware should meet the following minimum specifications: • P4 1.5GHz Processor • 512 MB RAM • 100MB free hard disk space (5GB recommended for license metering log files) Operating System specifications: • Windows 2000 Professional, Server, 2003 Server or XP Professional Included with this order is the AW Floating license manager software package.
2	M81531VM	AW VOLUMESHARE 4-SW UPGRA AW VolumeShare 4 Software Only Upgrade with Purchase of a Advanced Application
1	M81551TC	Integrated Registration PET/SPECT Fusion Single (and additional) Floating License Inetgrated Registration - PET/SPECT Fusion Single Floating License A Single Floating License provides one Concurrent user license for an application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • AW's "Concurrency Enabled" to access this floating license.
2	M81521PN	Productivity Package for AW VolumeShare 4 - HP xw8600 Systems AW VolumeShare4 Productivity Package with 12GB of Additional RAM. Requires HP xw8600 Hardware AW VolumeShare4 with Productivity Package Represents: • More Capacity to Load Multiple Large Dataset with at least 12GB of RAM. • Instantaneous Display of Exams with AutoLaunch. • Instantaneous Access to the Segmented Vessel Volume with Preprocessing. Productivity Package makes full use of the 64 bit Technology as well as the Dual Screen xw8600 Hardware of the AW workstation. It Runs 12 to 16 GB of RAM giving the Ability to Load simultaneously up to 15,300 Images. AutoLaunch Loads Automatically Multiple Cases as soon as they are Transferred to the AW. A Single Click in the AutoLaunch Window Raises Instantly in the Case in Volume Viewer. Interaction with the Data is Immediately Possible as they are Preloaded and Ready to Use. AutoLaunch is

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Qty	Catalog No.	Description
		compatible with CT, MR and PET Single Volume Protocols of Volume Viewer. One-Touch Links provide the Ability to Automatically Launch the best Protocol for each Exam based upon DICOM Image Acquisition Elements. An Intuitive User Interface in the Protocol Launcher provided an Easy Configuration of One Touch Links by Clicking the Hand Icon. When combined with Optional AutoBone Xpress, the Productivity Package will also Provide the Automatic Preprocessing of the Bone Removal. Raising CTA Exams Located in the AutoLaunch Window will give Instantaneous Access to the Vessel Volume Resulting from the 0-Click Bone Removal. There is No More Waiting Time between the Exam Selection and the Ability to interact in 3D with the Segmented Vascular Volume.
1	B79821ES	CardEP Single (and Additional) Floating License CardEP Single Floating License CardEP Single Floating License provides one concurrent user license for CardEP application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardEP Floating License Ready or conversion of an existing node locked license to CardEP Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardEP Single Floating license. For AW VolumeShare 2
1	B79821TC	CardIQ Function Xpress Single (and Additional) Floating License CardIQ Function Xpress Single Floating License CardIQ Function Xpress Single Floating License provides one concurent user license for CardIQ Function Xpress application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Function Xpress Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Function Xpress Single Floating License. For AW VolumeShare 2

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Qty	Catalog No.	Description
1	B79821SH	CardIQ Xpress 2.0 Elite Singe (and Additional) Floating License CardIQ Xpress 2.0 Elite Single Floating License CardIQ Xpress 2.0 Elite Single Floating License provides one concurent user license for CardIQ Xpress 2.0 Elite application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Xpress 2.0 Elite Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Xpress 2.0 Elite Single Floating License. For AW VolumeShare2 or higher
1	B79971FK	Smartscore 4.0 Single (and Additional) Floating License Smartscore 4.0 Single Floating License. Smartscore 4.0 Single Floating License provides one concurent user license for Smartscore 4.0 application that can be installed on AW Floating License manager at your facility. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of Smartscore 4.0 Floating License Ready or conversion of an existing node locked license to Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the Smartscore 4.0 Single Floating License. For AW VolumeShare2 or higher
1	B77151BD	VESSELIQ & AB XPRESS SFL VesselIQ Xpress & AutoBone Xpress Single Floating VesselIQ Xpress Software if for AW VolumeShare2 or higher is running on AW VesselIQ Xpress provides an optimized non-invasive application to analyze vascular anatomy and pathology and aid in determining treatment plans from a set of CTA images. This software supports the physician in:

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Qty	Catalog No.	Description
		• Assessment of aneurysms with or without thrombus (false lumen) for size and volume measurements with the capability to track the size and volume over time, stenosis analysis, pre/post stent and surgical planning and directional vessel tortuosity visualization. • Automatic tools for the segmentation of bony structures in the brain and neck and other vascular areas for accurate identification of the vessels, single or double click vessel analysis. • Sizing the vessel, analyzing calcified and non-calcified plaque to determine the densities of plaque within a vessel, measure areas of abnormalities within a vessel (like stenosis, plaque, thrombus, dissection or leakage). • Semi-automated detection and segmentation of thrombus for subsequent measurements within the application. • Dedicated anatomy based protocols for improved workflow. • Compare a patient's previous exam to their current exam in order to measure and track any changes over time of their vascular structures. • After review of the exams, there are multiple ways to film, archive and capture information for future review. System Requirements: • AW VolumeShare2 or higher Note: All software are Non-Transferable to other hardware and are Non-Returnable.
1	P51801BT	CardIQ Fusion PET Single (and Additional) Floating License CardIQ Fusion PET Single Floating License. CardIQ Fusion PET Single Floating License provides one concurrent user license for CardIQ Fusion PET application that can be installed on AW Floating License manager at your facillity. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses. Requires: • AW Floating License Manager to be installed at your facility. • Atleast one prior purchase of CardIQ Fusion PET Floating License Ready or conversion of an existing node locked license to CardIQ Fusion PET Floating License Ready. • AW's "Concurrency Enabled" to access this floating license. Included with this order is the CardIQ Fusion PET Single Floating license.
1	H25801BT	CardIQ Fusion SPECT Single (and Additional) Floating License CardIQ Fusion SPECT Single Floating License.

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Qty	Catalog No.	Description

CardIQ Fusion SPECT Single Floating License provides one concurrent user license for CardIQ Fusion SPECT application that can be installed on AW Floating License manager at your facillity. This license can be used by any AW in your facility that is "Concurrency Enabled" and is configured to use floating licenses.

Requires:

- AW Floating License Manager to be installed at your facility.
- Atleast one prior purchase of CardIQ Fusion SPECT Floating License Ready or conversion of an existing node locked license to CardIQ Fusion SPECT Floating License Ready.
- AW's "Concurrency Enabled" to access this floating license.

Included with this order is the CardIQ Fusion SPECT Single Floating license.

Quote Summary:

Total Quote Net Selling Price **$2,207,084.40**

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

GE Healthcare

Standard Terms and Conditions Sales and Service

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

1. Contract Formation. GE Healthcare's Quotation is subject to withdrawal at any time before acceptance. Customer accepts by signing and returning the Quotation or by sending a purchase order in response to the Quotation. Upon Customer's acceptance, GE Healthcare's Quotation and the related terms and conditions referred to in the Quotation (as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GE Healthcare) shall constitute the entire agreement relating to the products and services covered by the Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this agreement in making their decisions to enter into this agreement. No agreement or understanding, oral or written, in any way purporting to modify these terms and conditions or the Quotation, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on GE Healthcare unless hereafter made in writing and signed by GE Healthcare's authorized representative. Customer is hereby notified of GE Healthcare's objection to any terms inconsistent with this Quotation and to any other terms proposed by Customer in accepting this Quotation. Neither GE Healthcare's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by GE Healthcare to any such terms.

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

3. Warranties. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with this agreement. The foregoing service remedy, together with any remedy provided in the applicable GE Healthcare product warranty forms delivered with this agreement, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. GE Healthcare may use refurbished parts in new products as long as it uses the same quality control procedures and warranties as for new products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

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

agency, Customer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Customers as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

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

6. Termination; Compliance. If either party materially breaches this agreement and the other party seeks to terminate on the basis of that breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Sections 3, 5 and 23.3, by written notice terminate this agreement. All orders are subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and the proposed order or related service agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the products are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the products for its own use consistent with the terms of this agreement and that it does not intend to re-sell the products to any other party or to export the products outside the country to which GE Healthcare delivers the products. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with the order or related service agreement, GE Healthcare may terminate this agreement (including warranty services hereunder) immediately upon written notice to Customer.

7. Data Access. Customer shall permit GE Healthcare to connect to the products, or to otherwise access performance data related to the products, to gather and use products and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services. The data collected by GE Healthcare will be used, during and after the term of this agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

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

9. Record Retention. If Section 1861(v)(1)(I) of the Social Security Act applies to this agreement, subsections (i) and (ii) of such Section are made a part hereof. If applicable, GE Healthcare will retain and make available, and insert the requisite clause in each applicable subcontract requiring its subcontractors to retain and make available, the contracts, books, documents and records to the persons, upon the requests, and for the periods of time as required by such subsections.

10. Cost Reporting. Customer will (i) fully and accurately account for, and report in any applicable cost reports or otherwise fully disclose to government program payors and accurately reflect where and as appropriate to the applicable reimbursement methodology, and (ii) provide information upon request by federal or state agencies concerning, all services and other items, including any discounts, received from GE Healthcare under this agreement in compliance with all applicable laws, including the federal Social Security Act and implementing regulations relating to Medicare, Medicaid, and other federal and state health care programs.

11. Customer Responsibilities. In order for GE Healthcare to perform its obligations under this agreement (including warranty obligations), Customer agrees to:

- Provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare products and services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, ensure that any non-GE Healthcare provided service is performed by, and GE Healthcare products are used by, qualified personnel in accordance with applicable user documentation.
- Provide GE Healthcare prompt and unencumbered access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products (modem line, internet connection, vpn persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. GE Healthcare may separately charge Customer for a scheduled service call where Customer does not provide such access and GE Healthcare is therefore required to schedule an additional service call.
- Provide a secure area reasonably near the products for GE Healthcare's proprietary service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect this GE Healthcare property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable GE Healthcare protocols provided to Customer and designate a Customer representative and alternate as GE Healthcare's support contacts with the necessary skills to assist GE Healthcare in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (GE Healthcare's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the product and preventing interception of communications between GE Healthcare's service center and the product.
- Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of products provided under this agreement. During the term of this agreement, Customer will take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will perform any service at the Customer site, including, but not limited to, (i) instructing any GE Healthcare personnel who will be present at the Customer site about Customer's safety procedures and practices, (ii) providing GE Healthcare with current written information identifying all known existing hazardous materials (including wastes) on or near the Customer site that could affect the GE Healthcare personnel, (iii) taking all necessary and/or legally required actions to properly store, remove and/or remediate any safety conditions and hazardous materials so that GE Healthcare may safely perform its services, and (iv) maintaining a workplace and operating environment in accordance with Federal, State and/or local requirements. GE Healthcare shall have no obligation to perform services until Customer has complied with each of the items identified above.

Unless expressly provided otherwise, Customer is separately responsible for: (a) the repair, replacement or removal of any disposables, consumables, supplies, accessories or collateral equipment; (b) the provision of or payment for any applicable rigging or facility cost; and (c) any service necessitated by (i) Customer's or its representative's designs, specifications, or instructions, (ii) anything external to the products, including any causes or events beyond GE Healthcare's reasonable control, (iii) product misuse, (iv) combining any component of the products with any incompatible equipment or software, or (v) Customer's relocation, additions, or changes to the products, unless GE Healthcare has consented in writing to such relocations, additions or changes.

12. Terms of Payment. The payment terms for the product(s) and/or service(s) are stated in the GE Healthcare Quotation or additional terms and conditions, as applicable. For any products requiring final assembly or installation by GE Healthcare, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GE Healthcare may, at its option, bill Customer for and Customer will pay GE Healthcare any remaining payments due under this agreement. If Customer has a good faith dispute regarding payment for a particular product (or subsystem thereof) or service, such dispute shall not entitle Customer to withhold payment for any other product (or subsystem thereof) or service purchased from GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any products or services when due or for any other reason deemed good or sufficient by GE Healthcare, and in such event all subsequent shipments and services shall be paid for on receipt. Customer grants GE Healthcare a purchase money security interest in all items of equipment listed in the GE Healthcare Quotation until full payment is received, and Customer agrees to perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare.

13. Late Payment. Failure to make timely payment is a material breach of this agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GE Healthcare may, upon 10 days prior written notice to Customer, either (a) enter upon Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

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

15. Customer Training. Unless otherwise stated in the catalog description, training must be completed within 12 months after (i) the date of product delivery for training purchased with products and (ii) the start date for services for training purchased with services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

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

17. Medical Diagnosis and Treatment. Customer hereby acknowledges and agrees that all clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

18. Amendment; Waiver; Survival. This agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration. Software license provisions applicable to perpetual software licenses fully paid for prior to termination shall survive termination of this agreement.

19. Governing Law; Disputes; Limitation of Liability. The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Other than collection matters and actions seeking injunctive relief in a court of competent jurisdiction to prevent or cease a violation of intellectual property rights related to the products or services, disputes arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's then-current Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

20. Leases. If Customer is acquiring use of products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this agreement will be modified as follows: (i) payment (the applicable Lessor or Customer, as agreed by the parties, will pay GE Healthcare the purchase price for the products per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (ii) title transfer (GE Healthcare will convey title to the equipment portion of the products to the applicable Lessor per the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as shall be agreed to in writing by GE Healthcare and the Lessor); (iii) acceptance (as between Customer and the applicable Lessor, the terms of product acceptance shall be governed by the applicable Lease and other documentation entered into between Customer and such Lessor; as between GE Healthcare and such Lessor, the terms of product acceptance shall be governed by the terms of the applicable GE Healthcare Quotation, including any applicable GE Healthcare additional terms and conditions, or such other terms and conditions as may be agreed to in writing by GE Healthcare); (iv) warranties (subject to the last sentence of this section, all warranties hereunder shall extend to and be enforceable by Customer); and (v) software licenses (Customer shall be an authorized end-user under any software licenses under this agreement in connection with the products, subject to the applicable license terms and conditions). Notwithstanding this section, if the applicable Lessor does not comply with the terms of this agreement relating to items (i) and (iii) above, Customer continues to be responsible for the payment and acceptance obligations hereunder. As between the applicable Lessor and Customer, the applicable Lease terms may modify the manner in which warranties hereunder are enforceable by Customer, provided that GE Healthcare shall not be bound by any Lease terms that would modify GE Healthcare's warranty obligations unless GE Healthcare has agreed in writing to such modifications.

21. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership, joint venture or agency relationship between GE Healthcare and Customer, nor is anything contained in this agreement intended to be construed as creating or requiring any ongoing or continuing relationship or commitment between GE Healthcare and Customer, except as otherwise agreed in writing by the parties.

22. Severability. The provisions of this agreement are severable from each other. If any provision of this agreement is held to be invalid or unenforceable, it shall be revised to reflect as closely as possible its originally intended meaning, and the validity or enforceability of any other provisions in this agreement will not be affected.

23. Products. The following provisions shall apply only to the purchase or licensing of products:

23.1 Delivery: When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer fails to schedule a delivery date with GE Healthcare within 6 months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

23.2 Transportation, Title and Risk of Loss: Unless otherwise indicated in the GE Healthcare Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed (and not sold) to Customer.

23.3 Installation: GE Healthcare's installation services provided or identified in its Quotation will be performed in accordance with applicable GE Healthcare installation guides and project plans and otherwise subject to the following additional provisions. Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

- Customer will prepare the location for the installation consistent with GE Healthcare's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. For products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with GE Healthcare's minimum hardware and software requirements as made available to Customer. Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices and the GE Healthcare product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the GE Healthcare Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.
- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.
- For products that GE Healthcare is obligated to install under the terms of this agreement, if GE Healthcare delivers the product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to the product purchase price less the fair market value of the applicable installation services, taking into account the type of product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV pursuant to the dispute resolution provisions of Section 19. Subject to the terms of Section 19 and notwithstanding any other provision of this agreement to the contrary, the deduction of the Installation Service FMV shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this agreement.

23.4 Acceptance: Unless expressly provided otherwise in this agreement or in the applicable GE Healthcare installation guide or standard project plan, Customer shall be deemed to have accepted a product delivered by GE Healthcare under this agreement on the earlier of: (i) if GE Healthcare installs the product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the product, 5 days after delivery of the product to Customer; or (iii) the date Customer first uses the product for patient use.

23.5 Returns: Customer shall not have any right to return products for a refund after delivery except for products shipped in error that are different from the products listed in the applicable GE Healthcare Quotation.

GE Healthcare

Additional Terms and Conditions For Diagnostic Imaging Products

These Additional Terms and Conditions incorporate GE Healthcare's Standard Terms and Conditions Sales and Services and will apply to the purchase and use of GE Healthcare diagnostic imaging products in the X-Ray, Mammography, CT, MR, PET, PET Cyclotron/Chemistry, and Nuclear modalities. Certain provisions apply only to pre-owned GoldSeal Preferred products in these modalities and other provisions apply only to construction work GE Healthcare has agreed in writing to provide.

Cancellation and Payments. If Customer cancels an order without GE Healthcare's prior written consent within 90 days before the scheduled delivery date, Customer will pay a cancellation charge of 15% of the price of the products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for products requiring site evaluation services by GE Healthcare or its representatives, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received.

Order Changes. GE Healthcare will accept order changes up to 5 weeks prior to scheduled delivery or, for orders placed less than 5 weeks before the delivery date, up to 3 business days after its receipt of the order. GE Healthcare reserves the right to refuse late change requests. Product delivery may be delayed by late change requests.

Site Preparation. If applicable, Customer will be responsible, at its expense, for preparing the site where the products will be installed in accordance with GE Healthcare's site preparation requirements. Site preparation requirements vary by product and are described in the applicable GE Healthcare product pre-installation manual and other materials provided by GE Healthcare. Site preparation includes, but is not limited to, compliance with all necessary electrical, lighting, heating, air conditioning, plumbing, radiation shielding, fire protection, ceiling and wall structures/supports, architectural/seismic preparations, magnetic and radio frequency shielding, and other environmental requirements, as applicable for the specific product.

For MR systems, Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.

For PET or PET Cyclotron/Chemistry systems, Customer will provide a site and surroundings suitable for installation and operation of such a system using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system.

Site Evaluation Assistance. If applicable, upon Customer's request, GE Healthcare will provide reasonable assistance in evaluating and reviewing Customer's site preparation plans, drawings and materials to facilitate compliance with GE Healthcare's site planning requirements. Site evaluation assistance available from GE Healthcare varies by product and will be coordinated through GE Healthcare's assigned installation specialists. GE Healthcare's site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, its representatives and contractors, and conditions prevailing at the time of such site evaluation services. Such site evaluation services are intended only to assist Customer in fulfilling its responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

Installation and Certification. If applicable, GE Healthcare will provide product assembly, installation, interconnection, calibration and checkout services, as required, at no additional charge, except for items excluded herein. Upon completion of assembly and installation and prior to turnover of the products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the products meet GE Healthcare's applicable performance specifications. GE Healthcare will not provide rigging or site preparation services in connection with product installation, unless otherwise agreed in writing by GE Healthcare for an additional charge. GE Healthcare will not install accessory items such as illuminators, pass boxes, cabinets, darkroom equipment or processors for X-Ray and CT products, unless otherwise agreed in writing by GE Healthcare.

Customer will provide any licenses, permits and approvals needed for installation and use of the products, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, NRC, state certificate of need or equivalent approvals, state radiation control authorities and state pharmacy and medical boards, and any state or local architectural/seismic submissions and approvals, as applicable. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for products that are not listed in its on-line catalog or price pages at the time of sale (such products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

Applications Training. At Customer's request and for an additional charge, GE Healthcare will provide training for Customer personnel through GE Healthcare's Learning Solutions TiP "Training in Partnership" program. Customer may select training at GE Healthcare's then-current standard rates and in accordance with its then-current training program offerings and terms.

Use in Manufacturing. The products and/or their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for a limited time period at GE Healthcare's manufacturing facility to (i) verify that products and components perform reliably in accordance with their specifications or (ii) facilitate engineering testing of other components and software. Further, the products and/or components may have undergone design maturity testing at GE Healthcare's manufacturing facility to validate the reliability of new or modified product design and manufacturing processes. Such tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a limited time period. Use of products or components for the purposes described above does not impair their useful life or affect their warranty.

Remote Access. If applicable, Customer is responsible for providing and maintaining an appropriate telephone line or Broadband connection at the site that GE Healthcare may use to provide remote diagnostic service for the products. Eligible products include an uptime commitment during the warranty period, provided Customer maintains a Broadband connection in accordance with GE Healthcare specifications and allows GE Healthcare to remotely monitor performance of the products via this connection. GE Healthcare will provide details of this uptime commitment for eligible products.

Mobile Systems. For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

GoldSeal Preferred Products. For products designated as GoldSeal Preferred products (identified by catalog numbers beginning with L, NL193-199, and NL528), the products have been previously owned and used; they are not new. When delivered to Customer, the products may have received mechanical, electrical and/or cosmetic reconditioning, as necessary, and will meet their original specifications. GE Healthcare will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge. Since pre-owned products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase the products. If the products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned products in its inventory that meet Customer's needs and (ii) if substitute products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such products.

Third Party Products and Services. If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

iCenter and iLinq. If specified in the Quotation, GE Healthcare will provide iCenter and/or iLinq information management services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

Site Access Control. Customer is responsible for controlling access to the products and for all operations and protocols using the products at the site, and Customer will comply with all applicable laws and regulations related to site access control.

For MR systems, Customer acknowledges that such systems utilize magnets of high field strength and radio frequency electromagnetic fields. The magnetic fields of such systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

For PET or PET Cyclotron/Chemistry systems, Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

Radioactive Materials. For nuclear, PET and/or PET Cyclotron/Chemistry systems that require the use of radioactive sources included with the order, Customer is solely responsible for obtaining any NRC and other government licenses required to use such sources. If Customer does not provide GE Healthcare with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GE Healthcare may, at its option, remove such sources from the order and create a second order for such sources. GE Healthcare will then ship the other products ordered and bill Customer for the amount due for delivery of products under the original order, less the amount attributable to such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources and GE Healthcare will bill Customer for the amount due for such sources upon shipment. Customer shall pay for and accept delivery of the other products and such sources per the above procedures.

In addition, Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. For PET Cyclotron/Chemistry systems, GE Healthcare will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform GE Healthcare's standard on-site acceptance testing, and Customer is responsible for the expense of any additional testing requirements for such systems.

Magnet Maintenance and Cryogens. The price of MR systems includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus

the associated cryogen transfill labor at GE Healthcare's standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, GE Healthcare will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty.

End Of Life Disposal. For PET and PET Cyclotron/Chemistry systems, at the end of the system's useful life, Customer is responsible for disposing of the system in accordance with applicable federal, state and local laws and regulations. Upon request, GE Healthcare will provide consulting concerning the disposal of such systems to help promote compliance with regulations and environmentally responsible disposal.

PET Cyclotron/Chemistry Special Terms. For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current installation rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

Software License. Except as modified by license terms provided for specific software, GE Healthcare grants Customer a non-exclusive, non-transferable license to use the software (i) for Customer's internal business use and (ii) only on the specific equipment for which GE Healthcare provided Customer the software at the identified location (or, for mobile systems, in the specific vehicle) identified in the Quotation. Customer may make one copy of the software in machine-readable form solely for backup purposes, in accordance with Customer's standard back-up policies, provided Customer reproduces on such copy the copyright notice and any other proprietary legends that were on the original copy.

GE Healthcare also grants Customer a non-exclusive, non-transferable license to use the copy of the documentation ("documentation" means GE Healthcare provided user manuals, on-line help functions and user instructions regarding the operation, installation or maintenance of the software) identified in the Quotation and having a white cover or label and/or a notice that identifies it as "operating documentation", and use the tools or instruments identified in the Quotation and provided with the equipment in a container having a white cover or label and/or a notice that identifies them as "operating tools", for the sole purpose of using the software and equipment for their intended purposes.

Customer may transfer authorized copies of the software, operating documentation and operating tools to a party that purchases or otherwise acquires the equipment and accepts the terms of this license and any other applicable license terms, except that GE Healthcare's prior written consent is required for transfers of software and documentation that are (i) not a part of the base system standard operating software or documentation for the equipment and (ii) generally provided by GE Healthcare to its customers for a separate fee or charge, Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

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

GE Healthcare-Supplied Parts. GE Healthcare products are designed to provide optimum performance with GE Healthcare-supplied parts. Accordingly, GE Healthcare can make no assurances that product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect product performance or functionality.

To enhance user awareness when non-GE Healthcare-supplied tubes are in use, certain products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to product use that the user deems appropriate. Use of the products with non-GE Healthcare-supplied tubes/other parts is always at the user's discretion. GE Healthcare assumes no liability for the use of non-GE-Healthcare supplied tubes/other parts and disclaims any responsibility for any effect such tubes/other parts may have on product performance.

Broadband Connectivity. GE Healthcare will provide Customer with expanded warranty protection for eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems"), in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period:

To be eligible for this expanded warranty protection, Customer must: (i) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (ii) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (iii) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (iv) provide GE Healthcare with at least 2 business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within 2 business days after the occurrence of the unplanned changes, (v) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (vi) use reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below:

(i) "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below.

(ii) "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

% < Uptime Commitment	Extension
0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

(iii) "Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on PMs (planned maintenance) during that interval:

Hours1 = A hours per day X B days per week X 26 weeks.

Hours2 = Hours1 - C hours for planned maintenance

Required in-service hours at Customer's % commitment:

Hours3 = Hours2 X Customer's %.

(iv) An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible System failure, and damage or inoperability due to any cause other than GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.

Construction Special Terms. The following special terms apply to certain site preparation design and construction services ("work") provided with the products, if applicable. These terms supersede any conflicting terms set forth above for the work. These terms apply only to the work; they do not apply to the products or any other services. Except to the extent the work satisfies Customer's site preparation responsibilities for the products, Customer remains responsible for such responsibilities in accordance with the terms set forth above.

- Time for Performance and Delays. The work will be commenced as soon as practical after the contract including the work has been formed and GE Healthcare's credit approval of Customer for such contract. The schedule for GE Healthcare's performance of the work is based on a workweek of five 8-hour days, Monday through Friday, exclusive of GE Healthcare observed holidays. Unless stated otherwise, all work will be performed on the 1st shift (usually between 7 a.m. and 5 p.m.). GE Healthcare is not liable for delays in performance of the work due to causes beyond its reasonable control, and its time for performance of the work will be extended for a period equal to the time lost by reason of such delays. In addition, Customer shall pay GE Healthcare for the reasonable and allocable increased costs, if any, resulting from such delays.
- Substantial Completion. Substantial completion of the work occurs when the work is completed to the extent it is available for reasonable use or occupancy (e.g., the work and work site are ready for installation of the products).
- Changes and Extra Work. Customer may request in writing changes in the work. If those changes affect the price or time required for performance of the work, GE Healthcare will so advise Customer in writing. The contract for the work shall be modified by written amendment signed by GE Healthcare's and Customer's authorized representatives to reflect those changes and any resulting changes in price and/or time required for performance of the work.
- Alternate Contractors. If Customer requests that all or a part of the work be performed by contractor(s) other than the contractor(s) selected by GE Healthcare, Customer will pay to GE Healthcare, in addition to the price for the work, all additional costs incurred by GE Healthcare resulting from its compliance with such request.
- Site Rules. While performing the work, GE Healthcare will observe Customer's reasonable regulations and rules in effect at the work site, provided GE Healthcare is reasonably notified of such rules and regulations. GE Healthcare will keep the work site and adjoining premises reasonably clear of its work rubbish.

- Work Warranties. GE Healthcare will require its work contractor(s) to issue directly to Customer their standard warranty for the portion of the work provided by such contractor(s) without any recourse or liability to GE Healthcare. GE Healthcare does not warrant the work, including but not limited to the labor, services or materials forming all or a part of the work; GE Healthcare provides such items AS IS.
- Liens. GE Healthcare will, upon receipt of final payment for the work, submit to Customer a waiver of lien rights or a similar instrument as may be permitted under the laws of the state where the work is performed.
- Drawings. All drawings, specifications, designs, bills of material, calculations, operating instructions and other documents (originals and copies) submitted by GE Healthcare in connection with the work are confidential and remain GE Healthcare's exclusive property and shall not be used by Customer without GE Healthcare's prior written authorization. Customer may retain copies of these documents as a source of information for maintenance and modification to the work.
- Title and Risk of Loss. Title to a completed portion of work passes to Customer the earlier of its incorporation into the construction or upon GE Healthcare's receipt of payment for such portion of the work. GE Healthcare remains responsible for transportation and risk of loss for the work until it reaches substantial completion, after which those responsibilities pass to Customer. If Customer occupies a portion of the work before its substantial completion, risk of loss for that portion of the work passes to Customer upon such occupancy.
- Substitution. GE Healthcare may, at its option, make substitutions in the work if such substitutions would reduce any delay caused by unavailability of specified work materials or equipment and provided that the substituted work materials or equipment are of at least equal quality to that specified.
- Hazardous Materials. If asbestos or other hazardous materials are known or suspected to be within the work site and other ancillary areas that GE Healthcare representatives or contractors may occupy during the performance of the work, Customer will immediately advise GE Healthcare of that condition in writing. Customer will complete its inspection and testing for those materials, and the removal of or implementation of any special precautions to the extent required by applicable regulations governing those materials prior to the on-site work commencement date designated in GE Healthcare's construction schedule for the work, if any.

  If asbestos or other hazardous materials are suspected or discovered at the work site or in areas that GE Healthcare or GE Healthcare's contractor(s) occupy during the course of performance of the work, the discovering party shall immediately advise the other party of that condition and all work in the effected areas shall cease. Customer shall test the suspected materials for asbestos or other hazardous materials and provide GE Healthcare with copies of the test results before GE Healthcare or its contractor(s) are required to resume any portion of the work in the affected areas.

  If the asbestos or other hazardous materials must be removed or special precautions must be taken, Customer, at its expense, will immediately remove the asbestos or other hazardous materials or take all precautions required by applicable regulations governing those materials. GE Healthcare will delay the work at the work site until Customer has completed removal of the asbestos or other hazardous materials or has taken any other precautions required by applicable regulations. GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such delay. In addition, Customer will pay GE Healthcare for the reasonable and allocable increased costs resulting from such delay.
- Concealed Conditions. If concealed or unknown conditions are encountered in the performance of the work, the parties shall equitably adjust the work price and GE Healthcare's time for performance of the work.
- Suspension/Termination. Customer may request a suspension of the work by notifying GE Healthcare in writing in advance of the requested suspension date and indicating the suspension period. GE Healthcare will advise Customer of any estimated increase in price and GE Healthcare's time for performance of the work resulting from such suspension. Customer shall pay GE Healthcare for the reasonable and allocable increased costs resulting from such suspension and GE Healthcare's time for performance of the work will be extended for a period equal to the time lost by reason of such suspension.

  If the length of such suspension exceeds an aggregate total of 60 calendar days, then GE Healthcare may, at its option and at any time thereafter prior to resumption of its performance of the work, either require full or partial payment for the work in advance or terminate its contract obligations related to the work and recover the termination charges described below.

  If GE Healthcare's contract obligations related to the work are terminated by either party, Customer shall pay GE Healthcare for all work performed and for any expenses related to its performance of the work incurred by GE Healthcare up to the date of or as a result of such termination, including reasonable profit on the work performed.

GE Healthcare

Warranty Statement (United States)

WARRANTY SCOPE

These warranties cover the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Centricity® products (excluding Group Management, Practice Management & EMR, unless sold with a Centricity Business Solutions product)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Anesthesia Delivery
- Respiratory Care
- Gold Seal Preferred
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

This warranty statement incorporates GE Healthcare's Standard Terms and Conditions Sales and Service.

Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare quotation provides a separate part number for that software.

Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants for 1 year from the Warranty Commencement Date (as defined below) that (i) the equipment will be free from defects in title, material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Equipment Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's Standard Terms and Conditions – Sales and Service. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

Supplies and Accessories. GE Healthcare's warranty for its supplies and accessories (sometimes identified by catalog numbers starting with the letter "E") that are shipped with Warranted Products is included in a separate warranty statement, which is available upon request. GE Healthcare X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes are covered by a separate warranty statement, which is available upon request. Supplies and accessories for Datex-Ohmeda, Inc. Anesthesia, Respiratory Care and monitors carry a warranty of (a) 12 months for reusable products and (b) the earlier of first use or expiration date for disposable products.

Third-Party Software and Equipment. This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

WARRANTY COMMENCEMENT

Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare quotation, the warranty period begins (the "Warranty Commencement Date") on on the earlier of: (i) if GE Healthcare installs the product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the product, 5 days after delivery of the product to Customer; (iii) the date Customer first uses the product for patient use; or (iv) if GE Healthcare is contractually required to install the product, the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

REMEDIES

If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in GE Healthcare's Standard Terms and Conditions Sales and Service.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accesories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Equipment Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

EXCEPTIONS TO GE HEALTHCARE STANDARD WARRANTIES DESCRIBED ABOVE

CT Partial System Equipment Upgrades*: Six months
MR Partial System Equipment Upgrades*: Six months
X-ray Partial System Equipment Upgrades*; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six months
PET Partial System Equipment Upgrades* (Scanners, Cyclotrons and Chemistry Labs): Six months
Nuclear Partial System Equipment Upgrades*: Six months
GE OEC New or Exchange Service/Maintenance Parts: 90 days
HealthNet Lan, Advantage Review — Remote Products: 90 days
GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: 90 days
GE Ultrasound Service Replacement Parts: 30 days
LOGIQBook and Other Handheld/Compact Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) field support/service is available for an additional charge, (v) loaner systems service, for an additional charge and (vi) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: (i) coverage for system damage due to accidental dropping or mishandling, with a maximum of two replacement systems during the term of the warranty and (ii) loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).
Ultrasound Partial System Equipment Upgrades*: 90 days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).
Dash, Solar 8000M, 8000i & Tram: Additional two years of parts only coverage, excluding displays (United States only)
DINAMAP ProCare Vital Signs Monitors: Two years
DINAMAP Pro 100-400V2 Series Monitors: Three years
Enterprise Access: One year parts, 90 days labor
MAC 1600: Three years
MAC 1200: Three years (United States only)
Batteries: Ninety days, except (i) for LOGIQBook batteries, which are warranted for 12 months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a 60-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve months of the 60-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

1 - (# of Mos. After Warranty Commencement /60) x 100%

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.
QS Perinatal System: Equipment delivered with Centricity Perinatal System is "Third-Party Equipment".
Care Plus® Incubator: Three years parts, one year labor
Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod
BiliBlanket® Plus High Output Phototherapy System: Two years on Light Box and 18 months on Fiberoptic Pad
Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: 30 days
GE OEC refurbished c-arms: 6 months after installation
Oximeters: 36 months from installation, or 39 months from GE Healthcare invoice, whichever occurs sooner
Tec 7 Vaporizers: Three years
Tec 6 Plus Vaporizers: Two years

*** NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**

GE Healthcare

Additional Terms and Conditions For Accessories and Supplies

These Additional Terms and Conditions incorporate GE Healthcare's Standard Terms and Conditions Sales and Service and will apply to the purchase and use of GE Healthcare accessories and supplies ("Products").

PRODUCT RETURNS

a. Products may be returned if wrong, defective or outdated Products are received or if Products are damaged during shipment. For full instructions please refer to the return policy documentation available online at www.gehealthcare.com or by calling 1-800-558-5102.
b. Return Material Authorization must be obtained within 30 calendar days of shipment.
c. Sterile and environmentally controlled Products cannot be returned unless the Product is defective. Please refer to the Product labeling for these classifications.
d. Return shipments must be received within 21 calendar days of authorization to receive credit, if applicable.
e. Other returns GE Healthcare agrees to accept that are not due to any fault of GE Healthcare (as referenced in a. above) are subject to a minimum 15% restocking fee.
f. Credit is based upon the condition of the Product and other restrictions may apply.

WARRANTIES AND DISCLAIMER

a. **Scope of Warranties**

Product Warranties: GE Healthcare warrants to Customer that Products will (1) be free from defects in title, material and workmanship under normal use and service and (2) conform to the Product descriptions and specifications contained in GE Healthcare's Accessories and/or Supplies catalogs as in effect on the date the Products are shipped to Customer. If GE Healthcare's catalogs do not contain descriptions or specifications for a Product, the manufacturer's applicable descriptions and specifications as in effect on the date the Product is shipped to Customer will apply.

Patent and Copyright Warranty: GE Healthcare warrants to Customer that when they are delivered, the Products will not be subject to any valid patent or copyright infringement claim.

b. **Duration of Warranties**

The GE Healthcare catalog and/or website includes "Service/Warranty Codes" for each Product. The Service/Warranty Code provides a reference to the attached Service/Warranty Code Descriptions, which identify the installation, warranty, applications and post-warranty service, if any, provided for each Product. The warranty period for all warranted Products is limited in time as shown below:

- All Products with Service/Warranty Code T ..... 100 Years
- All Products with Service/Warranty Code V ..... 25 Years
- All Products with Service/Warranty Codes X ..... 15 Years
- All Products with Service/Warranty Codes F ..... 3 Years
- All Products with Service/Warranty Codes D, J, N, O, R or Z ..... 2 Years
- All Products with Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y ..... 1 Year
- All Products with Service/Warranty Code H ..... 6 Months
- All Products with Service/Warranty Code K ..... 3 Months
- All Products with Service/Warranty Code M ..... 1 Month
- All Products with Service/Warranty Code W ..... Out of Box Failure Only

The warranty period begins on the date the Products are delivered to Customer. But, if GE Healthcare or its subcontractor installs the Products, the warranty period begins on the earlier of (1) five days after the date GE Healthcare or its subcontractor notifies Customer that installation has been completed and the Products are operating in accordance with the applicable Product descriptions or specifications, or (2) the date Customer first uses the Products. If such installation is delayed for thirty days or more from the date of delivery for a reason beyond GE Healthcare's reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

c. **Warranty Exclusions**

The warranties do not cover:

1. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) any alteration, improper storage, handling, use or maintenance, or any extraordinary use, repair or service of the Products, by anyone other than GE Healthcare or its authorized representatives, (b) failure to strictly comply with any written recommendations, instructions, or warnings provided by GE Healthcare or the manufacturer, (c) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products' specifications, (d) any of Customer's designs, specifications or instructions, (e) any failure to use the Products in accordance with their specifications, including upper and lower date limits, (f) any failure of the Products other than GE Healthcare-manufactured Products to use or process correctly dates, or (g) any cause external to the Products as furnished by GE Healthcare or beyond its reasonable control;
2. Products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all Service Manuals (Non-listed Products and Service Manuals are provided AS IS).
3. Use of any Product on or in connection with a machine for which it was not designed, and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects;
4. Customer combining the Product with any item of others or with any incompatible items of GE Healthcare's or Customer's failure to acquire or install upgrades, or take other actions, which GE Healthcare may recommend so that Products properly function.
5. The payment or reimbursement of any facility costs arising from repair or replacement of the Products or parts; and
6. Products installed outside the United States.

d. **Exclusive Warranty Remedies**

Product Warranties: If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description.

Patent and Copyright Warranty: GE Healthcare will defend or settle any suit against Customer to the extent it is based on an infringement claim, which would be a breach of the Patent and Copyright warranty. If the infringement claim is valid, GE Healthcare will pay all damages and costs awarded against Customer due to the breach. In addition, GE Healthcare will (at its option) obtain a license for Customer to continue using the infringing Product, provide a non-infringing replacement, alter the Product so that it is non-infringing, or remove the infringing Product and refund that price (less reasonable depreciation) and any return transportation costs paid by Customer.

The statements above and the warranty service identified in the applicable Service/Warranty Code descriptions are Customer's exclusive remedies and GE Healthcare's sole liability for any warranty claims.

SOFTWARE

If GE Healthcare provides computer software in connection with the sale of a Product, GE Healthcare will arrange for Customer to be granted a non-exclusive license or sublicense to use the software with the Product. By acceptance of the software, Customer agrees to the applicable terms and conditions of the license or sublicense and agrees to execute, prior to delivery of the software or upon request, an agreement containing such terms and conditions. A copy of such terms and conditions is available at any time upon request to GE Healthcare.

SERVICE/WARRANTY CODES

a. **All Service/Warranty Codes**

The terms and conditions of GE Healthcare's Product Warranties apply to all warranty claims.

Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code.

If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs.

GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

b. **Service/Warranty Code Descriptions**

A GE Healthcare directly, or through a sub-contractor, provides the following:

- Installation.
- Parts.
- On-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (with additional charge).
- Post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):

- New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period.
- New or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs.

Note: Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

C GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide the following:

- Installation (in some cases with an additional charge).
- Parts.
- On-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (some with additional charge).
- Post-warranty service at prevailing service rates.

D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Repair or replacement (at the manufacturer's or dealer's option) of defective products or parts.

Note: The battery for Service/Warranty Code **D** has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

E GE Healthcare directly, or through a sub-contractor, provides:

- Installation (in some cases with an additional charge).
- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Coordination of unit exchange or loaner program for in-factory service.

GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

- At no charge during the warranty period.
- At manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period.

Note: For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Start up and commissioning.
- Basic functional troubleshooting (no technical labor) with supplier phone support 24/7.
- Warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material).

Note: The UPS battery for Service/Warranty Code **G** has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code **O** applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes **O** and **Q** has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes **G** and **O** is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate

H, K, L and M GE Healthcare directly provides the following:

- Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Installation.
- Preventative Maintenance.
- Parts & Labor.

Note: Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

P GE Healthcare directly provides the following:

- Replacement of non-conforming components.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

T, V and X GE Healthcare directly provides the following:

- Replacement of Product only; GE Healthcare will not replace patient records.
- Product is warranted only for image legibility.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

W GE Healthcare directly provides the following:

- Replacement of Product only for Out of Box failure.

Note: Installation, parts, applications training, and on-site service is the Customer's responsibility.

Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:

- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Replacement of non-conforming components.

Note: All electrical components (excluding the UPS) for Service/Warranty Code **Z** have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

c. **Additional Product or Service Information**

FOR ADDITIONAL PRODUCT OR SERVICE INFORMATION OR ASSISTANCE, please contact the Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

ALL REQUESTS FOR SERVICE ON PRODUCTS should be directed through GE CARES (from the U.S. call 1-800-437-1171).

GE Healthcare

Warranty Statement
X-Ray and Image Intensifier Tubes
(United States and Canada)

WARRANTY SCOPE

These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's Standard Terms and Conditions Sales and Services.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

WARRANTY COMMENCEMENT DATE AND WARRANTY PERIODS

Determining Warranty Periods For Tubes

The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system)

REMEDIES

If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

Determining Tube Charge For Replacement Tubes

Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic)

For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.

CT Tubes Replaced During Full Warranty Period

Determining Labor Charges For Tubes Replaced During Full Warranty Period: No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.

- GE Healthcare Pays The Entire Cost For The CT Tube: For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.

CT Tubes Replaced During Pro Rata Warranty Period

Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.

- Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

WARRANTY PERIODS

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	12 months (e)	N/A
Performix 160A (MX160)	12 months (e)	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRi/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)	500 exams (f)	6,000 exams or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	12 months or 100,000 slices, whichever occurs first (g)	N/A
Performix-ADV QX/I	12 months or 30,000 amp-seconds, whichever occurs first (g)	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first (g)	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first (g)	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first (g)	N/A
Image Intensifier	30 days	24 months

COMMENTS

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \quad X\ 100\%$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice Or Amp-Second Amount}} \quad X\ 100\%$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.

(e) MX150 and MX160 Vascular tubes included with new systems have a full 36 month, non-prorated warranty. MX150 and MX160 Vascular replacement tubes carry a full 12 month, non-prorated warranty.

(f) Solarix 350 tubes included with new systems have 12-month full coverage. Solarix 350 on BSL replacement tubes have a 500 exam full warranty and a 12-month or 6000 patient exam prorated warranty per the table above.

(g) All Performix tubes included with new systems have 12-month full coverage. Performix replacement tubes carry a 12-month/specified usage warranty (varies by tube per above chart), whichever occurs first.

GE Healthcare

SOFTWARE SUPPORT SERVICES FOR GE HEALTHCARE SOFTWARE SYSTEMS

"You" or "your" means the individual or entity that has purchased the applicable software support services. "GE," "GE Healthcare," "we" and "our" refers the General Electric Company, by and through its GE Healthcare division.

Software Support Services. GE will provide to you the software support services as described in the applicable GE Healthcare service policy for the GE software product and the support period as specified in the applicable quotation for which you have paid the applicable fees. Software that is identified on the GE Healthcare quotation and either (i) is delivered to you in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Statement of Service Deliverables unless specifically stated otherwise in the applicable quotation.

Software Support Services Price Adjustments. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term by providing no less than sixty (60) days advanced notice of such increase before the beginning of the support term for which the increase is to be in effect. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U).

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software Professional Services

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions contain the provisions that will apply to your purchase of GE Healthcare professional services which will be described on one or more statements of work. The term "deliverables" means those specific items to be delivered by GE Healthcare to you pursuant to a statement of work. A "statement of work" or "SOW" means the project work plan, program guide, quotation or other standard GE Healthcare document that describes the professional services, scope, schedule, dependencies, deliverables and any applicable special terms. The term "intellectual property" means, collectively and individually, as the context requires, all worldwide copyrights, patents, patent applications, trade secrets or other intellectual property rights associated with any ideas, know-how, concepts, techniques, inventions, processes, works in progress, work product or works of authorship.

Statement of Work.
GE Healthcare shall exercise commercially reasonable efforts to perform the professional services and to provide any deliverables which are described in the SOWs mutually agreed upon and signed by both parties and to do so according to any delivery schedule set forth in the SOW. GE Healthcare shall be responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) your additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) your site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; and (viii) key assumptions. The terms and conditions of these Additional Terms and Conditions shall prevail over those of the SOW. Each SOW shall constitute a separate, distinct and independent work engagement and contractual obligation. If you purchase services to implement GE Healthcare software, GE Healthcare, with your reasonable assistance, will exercise commercially reasonable efforts to complete a project work plan within a period of time as mutually agreed upon by the parties. A SOW may only be modified by a written document signed by authorized representatives of both of us and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in your responsibilities. Dates scheduled for services may be changed or cancelled only in accordance with the GE Healthcare Service Cancellation Policy. Cancellation or rescheduling fees as described in the policy will apply.

Ownership Rights.
GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with you or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. You hereby assign, and will cause your employees and independent contractors to assign, to GE Healthcare all of your rights in and to such deliverables and intellectual property. GE Healthcare grants to you a nonexclusive, nontransferable, non-sublicensable license to use the deliverables solely for your internal business purposes and subject to the limitations described in these Additional Terms and Conditions and the relevant SOW. You agree to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of your confidential information which may be included in any deliverable unless expressly agreed otherwise.

Project Managers.
Each of us shall designate a project manager, who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of work pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless we mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by our respective organizations; (vi) help resolve project issues and escalate issues within our respective organizations, as necessary; (vii) monitor and report project status on a regular basis to respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

Post-Engagement Maintenance.
Post-engagement maintenance for any deliverables developed or modified under a SOW, to the extent made available by GE Healthcare, will be provided solely as described in the applicable SOW. You understand that post-engagement maintenance for deliverables may differ from the support GE Healthcare offers for its standard products. Unless expressly provided for in a SOW, no support or maintenance will be provided for deliverables.

Payment Terms.

Unless otherwise provided in the applicable quotation, professional services will be provided on a fixed fee basis at the rates as set forth in the applicable quotation. These fees shall be invoiced in blocks of hours upon the payment milestones as set forth below. Fixed fee means that the fees for the implementation services described in that part number within the scope defined in the applicable SOW shall be fixed in amount and shall not exceed the corresponding amount as set forth in the part number description in the applicable quotation, so long as the applicable services do not exceed the scope defined in the SOW. In the event the services do exceed the scope defined in the applicable SOW, additional professional services shall be invoiced on a time and materials basis at GE Healthcare's then current time and materials rates and these fees shall be invoiced on a monthly basis as incurred. Unless otherwise provided in the applicable quotation, professional fees provided on a fixed fee basis shall be payable as follows: 20% on signing of the applicable quotation, 20% on installation of the applicable software, 20% on training start date for the applicable software, 20% on go live (first clinical use of the applicable software) and 20% on acceptance of the applicable software (as defined in the GE Healthcare Standard Terms and Conditions). Actual, reasonable travel, living and incidental project related expenses incurred in the performance of any services, including, but not limited to, travel, meals, lodging, car rental, telecommunications and other out-of-pocket expenses are in addition to the prices and fees quoted and shall be invoiced separately as incurred.

GE Healthcare

Additional Terms and Conditions For GE Healthcare Software License

"You" and "your" means the individual or entity that has purchased the applicable software licenses. "We," "our" and "GE Healthcare" refers to the General Electric Company, by and through its GE Healthcare division. These Additional Terms and Conditions describe the provisions that will apply to your license of GE Healthcare software products. The term "software" means the GE Healthcare proprietary software and third party software and associated documentation provided by GE Healthcare to you pursuant to this agreement as identified in the applicable GE Healthcare quotation. The term "documentation" means GE Healthcare's user manuals, on-line help functions and user instructions, regarding the operation, installation and use of the software as made available by GE Healthcare to you. All references to "specifications" or "performance specifications" in the Standard Terms and Conditions, Sales and Service shall mean documentation when such terms are used in reference to GE Healthcare software products.

Scope of License Grant.
Entities over which you have control may use the software only by agreeing to be bound by this agreement and by paying any applicable license fees. Independent contractors that supply products comparable to the software shall be provided access to the software only if we have provided our prior written consent and subject to any applicable conditions required by us, including any conditions that we deem appropriate to protect confidential and proprietary information relating to our products. You shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. To the extent permitted by applicable law, licensors of third party software shall be third party beneficiaries of this agreement with respect to products licensed to GE Healthcare by such licensors and sublicensed to you. In addition to the restrictions stated in the GE Healthcare Standard Terms and Conditions Sales and Service, you agree not to (i) display, transmit, sell, or otherwise transfer or make available the software to any other person or entity, unless expressly provided otherwise under this agreement; (ii) electronically transfer the software outside your intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; (iii) reduce the software to a human-perceivable form; or (4) release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare.

Delivery.
"Delivery" means (a) with respect to any item of GE Healthcare software or documentation, the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery by GE Healthcare of the first copy or product master in person to Customer or to any common carrier or delivery service for transport to Customer, (b) with respect to any item of hardware or third party software, the delivery of the hardware or third party software by GE Healthcare or the supplier of the hardware or third party software to a common carrier for transport to the Customer or to any location specified in writing by or on behalf of the Customer, and (c) with respect to any services, the performance of such services by GE Healthcare.

Medical Diagnosis and Treatment.

You hereby acknowledge and agree that:

- the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software.
- You are responsible for verifying the accuracy of all patient information and determining the data necessary for you and your users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to your delivery of healthcare services.
- You are responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software.
- You and your staff will consider all relevant information including information presented to you and them by the software and may give whatever weight you and your staff deem appropriate to the information produced by the software in the performance of your and their functions.
- any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it.
- you have reviewed and will communicate to users who use and access the software any software information, which may be provided to you by GE Healthcare from time to time.

Audit Rights.
Upon 45 days notice we may audit your use of the software. You agree to cooperate with our audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owed to us, you agree to pay those fees and our costs incurred in conducting the audit within 30 days of written notification of the amounts owed. If you do not pay the amounts owed, we may terminate your license to use the applicable software. You agree to permit us to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information and shall be used solely for the

purposes of technical support and auditing the use of the software and shall not be disclosed to any third party (other than third party vendors of software licensed to you under this agreement), without your consent.

Relief for Breach.
You agree that a violation of our license, confidentiality or intellectual property rights will cause irreparable harm to us for which the award of money damages are inadequate. You agree that in the event of any breach of this provision, we shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that you cease use of and return the software, including all copies in any media, in addition to seeking any other legal or equitable remedies available to us. This paragraph shall survive the termination of this agreement.

License Metrics.
If referenced in your quotation, please see the following definitions of license metrics listed below or on your quotation in connection with your quotation to understand the scope of your license: "**Active Devices**" means the number of devices that are transmitting data to the applicable software. "**Annual ED Visits**" means the maximum number of patient visits to the emergency room(s) of the Site for which the applicable software is used for clinical documentation during each twelve month period of the license. "**Beds**" means the total number of beds that you are authorized by the applicable government authority to provide at the Site. "**Bedside Device Interfaces**" means the maximum number of bedside device interfaces for which the applicable software is permitted to be used at the Site. **"Clients"** means the maximum number of workstations permitted to use the applicable software. "**Concurrent Database Users"** means the maximum number of database users permitted to simultaneously access the applicable software at a given point in time. "**Concurrent Users**" means the maximum number of users permitted to simultaneously access the applicable software at a given point in time. "**Critical Care Beds**" means the maximum number of beds in a high acuity setting which the applicable software can be used for clinical documentation at the point of care at the Site. **"Designated Individual"** is defined as a particular individual who has been identified by name and user authorization ID, regardless of whether the individual is actively using the software at any given time; **Designated Individual** licenses are purchased for every individual authorized to use the software. **"Dispensaries"** means the maximum number of physical locations at which the outpatient prescriptions are dispensed permitted to use the applicable software. "**Enterprise**" means you and any entities controlled by you. **"Named Users"** means specified users identified by name or other identifier. "**ORs**" means the maximum number of Operating Rooms in which the software is used for clinical documentation at the Site. "**Other Provider**" means the maximum number of other providers (individuals other than Physicians designated by the software as a billable provider of health care services including nurse practitioners, physical therapists and other non-physician billable providers of healthcare services) authorized to use the software. "**PACU beds**" means the maximum number of beds in a high acuity setting for which the applicable software is used for post operative anesthesia documentation at the point of care at the Site. "**Physician**" means the maximum number of physicians (doctor of medicine, doctor of osteopathy, doctor of dental science and doctor of psychiatric medicine) authorized to use the applicable software. "**Prep Rooms**" means the maximum number of prep rooms in which the applicable software is used for clinical documentation at the Site. **"Prescriptions"** means the number of prescriptions dispensed by Customer Dispensaries during the applicable calendar year. **"Requests per Day"** means the number of laboratory orders requested per day. **Requests per Day** licenses are purchased for the maximum number of requests to be processed by the software each day. "**Site**" means the maximum number of your facility(ies) of the Size specified in the quotation at which you are authorized to use the software and which may be added to or changed only in accordance with these terms and conditions and upon the written consent of GE Healthcare. You shall be permitted to use the applicable software only for the **Size of Site** as indicated in the applicable quotation.

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

May 10, 2010 VIA Facsimile Only

Jean Ahn
System Director
Yale-New Haven Hospital
20 York Street, CB-1007
New Haven, CT 06504

Re: Letter of Intent, Docket Number 10-31603
Acquisition of a SPECT-CT Camera to Replace Two Gamma Cameras
Notice of Letter of Intent

Dear Ms. Ahn,

On April 19, 2010, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Yale-New Haven Hospital ("Applicant") for the acquisition of a SPECT-CT camera to replace two Gamma cameras in New Haven, with an associated capital expenditure of $2,806,384.

A notice to the public regarding OHCA's receipt of a LOI was published in *The New Haven Register* pursuant to Section 19a-639of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

Kimberly R. Martone
Director of Operations

KRM:lmg

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH

Office of Health Care Access

May 10, 2010 Requisition # 31327

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Tuesday, May 11, 2010.**

Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact Carmen Cotto or Steven Lazarus at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Director of Operations

Attachment

KRM:CC:SWL:lmg

c: Danielle Pare, DPH

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Yale-New Haven Hospital
Town:	New Haven
Docket Number:	10-31603-LOI
Proposal:	Acquisition of a SPECT-CT camera to replace two Gamma cameras
Capital Expenditure:	$2,806,384

The Applicant may file its Certificate of Need application between June 18, 2010 and August 17, 2010. Interested persons are invited to submit written comments to Cristine A. Vogel, Deputy Commissioner Office of Health Care Access Division of Department of Public Health, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available at OHCA or on OHCA's website at www.ct.gov/OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicants.

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	1573
RECIPIENT ADDRESS	912036885013
DESTINATION ID	
ST. TIME	05/10 16:42
TIME USE	01'31
PAGES SENT	4
RESULT	OK

STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: JEAN AHN

FAX: (203) 688-5013

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: CARMEN COTTO

DATE: 5/10/10 **TIME:**

NUMBER OF PAGES: 4
(including transmittal sheet

Comments: Docket 10-31603

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.

Greer, Leslie

From: Ads [ads@graystoneadv.com]
Sent: Monday, May 10, 2010 1:30 PM
To: Greer, Leslie
Subject: Re: Legal Notice 10-31603

Good day!

Thanks so much for your ad submission.
We will be in touch shortly and look forward to serving you.

If you have any questions or concerns, please don't hesitate to contact us at the number below.

We sincerely appreciate your business.

Thank you,
Graystone Group Advertising

2710 North Avenue
Bridgeport, CT 06604
Phone: 800-544-0005
Fax: 203-549-0061
E-mail: ads@graystoneadv.com
http://www.graystoneadv.com/

On 5/10/10 1:24 PM, "Greer, Leslie" <Leslie.Greer@ct.gov> wrote:

> To Whom It May Concern,
> Please run the attached legal notice in The New Haven Times by 5/11/10. For billing refer to requisition 31327, if you have any questions feel free to call me.
>
> Thank you,
>
> *Leslie M. Greer*
> Office of Health Care Access
> A Division of Department of Public Health
> State of Connecticut
> 410 Capitol Avenue, MS#13HCA
> Hartford, CT 06134
> Phone: (860) 418-7001
> Fax: (860) 418-7053
> *Website: www.ct.gov/ohca* <http://www.ct.gov/ohca>
> Please consider the environment before printing this message

Greer, Leslie

From: Laurie [Laurie@graystoneadv.com]
Sent: Monday, May 10, 2010 3:23 PM
To: Greer, Leslie
Subject: FW: Legal Notice 10-31603
Attachments: 10-31603 New Haven Register.doc

Your legal notice is all set to run as follows:

New Haven Register, 5/11 issue - $242.11

Thanks,
Laurie Miller

Graystone Group Advertising
2710 North Ave., Ste 200, Bridgeport, CT 06604
Ph: 203-549-0060, Fax: 203-549-0061
email: laurie@graystoneadv.com
www.graystoneadv.com

------ Forwarded Message
From: "Greer, Leslie" <Leslie.Greer@ct.gov>
Date: Mon, 10 May 2010 13:24:29 -0400
To: 'ads' <ads@graystoneadv.com>
Conversation: Legal Notice 10-31603
Subject: Legal Notice 10-31603

To Whom It May Concern,
Please run the attached legal notice in The New Haven Times by 5/11/10. For billing refer to requisition 31327, if you have any questions feel free to call me.

Thank you,

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Office of Health Care Access
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Website: www.ct.gov/ohca <http://www.ct.gov/ohca>
Please consider the environment before printing this message

------ End of Forwarded Message

------ End of Forwarded Message

STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

May 19, 2010 Via: Fax & E-mail

Jean Ahn
System Director
Yale-New Haven Hospital
Planning Office
20 York Street
New Haven, CT 06504

RE: Certificate of Need Application Forms; Docket Number: 10-31603-CON
Yale-New Haven Hospital
Acquisition of a SPECT-CT Camera in New Haven

Dear Ms. Ahn:

Enclosed are the application forms for Yale-New Haven Hospital's Certificate of Need ("CON") proposal for the acquisition of a SPECT-CT to be located in New Haven, Connecticut, at an estimated total capital expenditure of $2,806,384. According to the parameters stated in Section 19a-639 of the Connecticut General Statutes, the CON application may be filed between June 18, 2010, and August 17, 2010.

When submitting your CON application and any subsequent application information to this agency, you are obligated to observe the following procedural requirements. **Failure to observe these requirements will require follow-up work on your part to correct the filing.**

- Number and date each page, including cover letter and all attachments. Information filed after the initial CON application submission (i.e. completeness response letter, prefile testimony, late file submissions and the like) must be numbered sequentially from the Applicant's document immediately preceding it. For example, if the application concludes with page 100, your completeness response letter would begin with page 101.
- Submit one (1) original and five (5) hard copies of each submission in 3-ring binders.
- Submit a scanned copy of each submission in its entirety, including all attachments on CD, preferably in Adobe (.pdf) format.
- Submit an electronic copy of the documents in MS Word format with financial attachments and other data as appropriate in MS Excel format.

The OHCA analysts assigned to this CON application are Carmen Cotto and Alexis Fedorjaczenko. Please feel free to contact them at (860) 418-7001, if you have questions.

Sincerely,

Kaila Riggott
Planning Specialist

Enclosure

State of Connecticut
Office of Health Care Access
Certificate of Need Application

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than June 18, 2010, and may be submitted no later than August 17, 2010. The Analysts assigned to your application are Carmen Cotto and Alexis Fedorjaczenko and they may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number:	10-31603-CON
Applicant Name:	Yale-New Haven Hospital
Contact Person:	Jean Ahn
Contact Title:	System Director
Contact Address:	20 York Street Planning Office New Haven, CT 06504
Project Location:	New Haven
Project Name:	Acquisition of a SPECT-CT Camera
Type proposal:	Section 19a-639, C.G.S.
Est. Capital Cost:	$2,806,384

1. **Project Description and Need**

   a. Provide a narrative detailing the proposal.

   b. Provide the Manufacturer, Model, Number of slices/tesla strength of the proposed scanner (as appropriate to each equipment).

   c. List each of the Applicant's sites and the imaging modalities and other services currently offered by location.

   d. Complete **Table 1** for each scanner (of the type proposed) currently operated by the Applicant at each of the Applicant's sites.

Table 1: Existing Scanners Operated by the Applicant

Provider Name Street Address Town, Zip Code	Description of Service *	Hours/Days of Operation **	Utilization ***

* Include equipment strength (e.g. slices, tesla strength), whether scanner is open or closed (for MRI)
** Days of the week scanner is operational, and start and end time for each day; and
*** Number of scans performed on each scanner for the most recent 12-month period (identify period).

   e. Provide the following regarding the proposal's location:

      i. The rationale for locating the proposed equipment at the proposed site;

      ii. The population to be served, including specific evidence such as incidence, prevalence, or other demographic data that demonstrates need;

      iii. How and where the proposed patient population is currently being served;

      iv. All existing providers (name, address) of the proposed service in the towns listed above and in nearby towns;

      v. The effect of the proposal on existing providers; and

      vi. If the proposal involves a new site of service, identify the service area towns and the basis for their selection.

2. **Actual and Projected Volume**

   a. Complete the following tables for the past three fiscal years ("FY"), current fiscal year ("CFY"), and first three projected FYs of the proposal, for each of the Applicant's existing and proposed scanners (of the type proposed, at the proposed location only). In Table 2a, report the units of service by scanner, and in Table 2b,

report the units of service by type of scan (e.g. if specializing in orthopedic, neurosurgery, or if there are scans that can be performed on the proposed scanner that the Applicant is unable to perform on its existing scanners).

Table 2a: Historical, Current, and Projected Volume, by Scanner

	Actual Volume (Last 3 Completed FYs)			CFY Volume*	Projected Volume (First 3 Full Operational FYs)**		
	FY ****	FY ****	FY ****	FY ****	FY ****	FY ****	FY ****
Scanner***							
Total							

* For periods greater than 6 months, report annualized volume, identifying the number of actual months covered and the method of annualizing. For periods less than six months, report actual volume and identify the period covered.
** If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary.
*** Identify each scanner separately and add lines as necessary. Also break out inpatient/outpatient/ED volumes if applicable.
**** Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g. July 1-June 30, calendar year, etc.).

Table 2b: Historical, Current, and Projected Volume, by Type of Scan

	Actual Volume (Last 3 Completed FYs)			CFY Volume*	Projected Volume (First 3 Full Operational FYs)**		
	FY ****	FY ****	FY ****	FY ****	FY ****	FY ****	FY ****
Service type***							
Total							

* For periods greater than 6 months, report annualized volume, identifying the number of actual months covered and the method of annualizing. For periods less than six months, report actual volume and identify the period covered.
** If the first year of the proposal is only a partial year, provide the first partial year and then the first three full FYs. Add columns as necessary.
*** Identify each type of scan (e.g. orthopedic, neurosurgery or if there are scans that can be performed on the proposed scanner that the Applicant is unable to perform on its existing scanners) and add lines as necessary.
**** Fill in years. In a footnote, identify the period covered by the Applicant's FY (e.g. July 1-June 30, calendar year, etc.).

b. Provide a breakdown, by town, of the volumes provided in Table 2a for the most recently completed full FY.

c. Explain any increases and/or decreases in volume seen in the tables above.

d. Provide a detailed explanation of all assumptions used in the derivation/ calculation of the projected volume by scanner and scan type.

e. Provide a copy of any articles, studies, or reports that support the need to acquire the proposed scanner, along with a brief explanation regarding the relevance of the selected articles.

3. **Quality Measures**

a. Submit a list of all key professional, administrative, clinical, and direct service personnel related to the proposal. Attach a copy of their Curriculum Vitae.

b. Explain how this proposal contributes to the quality of health care delivery in the region.

c. Describe the impact of the proposal on the interests of consumers of health care services and the payers of such services

4. **Organizational and Financial Information**

a. Identify the Applicant's ownership type(s) (e.g. Corporation, PC, LLC, etc.).

b. Does the Applicant have non-profit status?
☐ Yes (Provide documentation) ☐ No

c. Provide a copy of the State of Connecticut, Department of Public Health license(s) currently held by the Applicant and indicate any additional licensure categories being sought in relation to the proposal.

d. Financial Statements

i. <u>If the Applicant is a Connecticut hospital:</u> Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the hospital has filed its most recently completed fiscal year audited financial statements, the hospital may reference that filing for this proposal.

ii. <u>If the Applicant is not a Connecticut hospital (other health care facilities):</u> Audited financial statements for the most recently completed fiscal year. If audited financial statements do not exist, in lieu of audited financial statements, provide other financial documentation (e.g. unaudited balance sheet, statement of operations, tax return, or other set of books.)

e. Submit a final version of all capital expenditures/costs as follows:

Table 3: Proposed Capital Expenditures/Costs

Medical Equipment Purchase	$
Imaging Equipment Purchase	
Non-Medical Equipment Purchase	
Land/Building Purchase *	
Construction/Renovation **	
Other Non-Construction (Specify)	
Total Capital Expenditure	$
Medical Equipment Lease (Fair Market Value) ***	$
Imaging Equipment Lease (Fair Market Value) ***	
Non-Medical Equipment Lease (Fair Market Value) ***	
Fair Market Value of Space ***	
Total Capital Cost	$
Capitalized Financing Costs (Informational Purpose Only)	
Total Capital Expenditure with Cap. Fin. Costs	$

* If the proposal involves a land/building purchase, attach a real estate property appraisal including the amount; the useful life of the building; and a schedule of depreciation.
** If the proposal involves construction/renovations, attach a description of the proposed building work, including the gross square feet; existing and proposed floor plans; commencement date for the construction/ renovation; completion date of the construction/renovation; and commencement of operations date.
*** If the proposal involves a capital or operating equipment lease and/or purchase, attach a vendor quote or invoice; schedule of depreciation; useful life of the equipment; and anticipated residual value at the end of the lease or loan term.

f. List all funding or financing sources for the proposal and the dollar amount of each. Provide applicable details such as interest rate; term; monthly payment; pledges received to date; letter of interest or approval from a lending institution.

5. **Patient Population Projections**

a. Provide the current and projected patient population mix (based on the number of patients, not on revenue) with the CON proposal for the proposed.

Table 4: Patient Population Mix

	Current FY *****	**Year 1 FY *****	**Year 2 FY *****	**Year 3 FY *****
Medicare*				
Medicaid*				
CHAMPUS & TriCare				
Total Government				
Commercial Insurers*				
Uninsured				
Workers Compensation				
Total Non-Government				
Total Payer Mix				

* Includes managed care activity.

** New programs may leave the "current" column blank.
*** Fill in years. Ensure the period covered by this table corresponds to the period covered in the projections provided.

b. Provide the basis for/assumptions used to project the patient population mix.

6. **Financial Attachments I & II**

a. Provide a summary of revenue, expense, and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **Complete Financial Attachment I.** (Note that the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.) The projections must include the first three full fiscal years of the project.

b. Provide a three year projection of incremental revenue, expense, and volume statistics attributable to the proposal by payer. **Complete Financial Attachment II.** The projections must include the first three full fiscal years of the project.

c. Provide the assumptions utilized in developing **both Financial Attachments I and II** (e.g., full-time equivalents, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).

d. Provide documentation or the basis to support the proposed rates for each of the FYs as reported in Financial Attachment II. Provide a copy of the rate schedule for the proposed service(s).

e. Provide the minimum number of units required to show an incremental gain from operations for each fiscal year.

f. Explain any projected incremental losses from operations contained in the financial projections that result from the implementation and operation of the CON proposal.

g. Describe how this proposal is cost effective.

7. **Other Review Criteria**

a. Describe the proposal's relationship to the Applicant's long-range plans. Provide supporting documentation.

b. Specify whether any of the following apply to the proposal. If so, provide an explanation and supporting documentation.
   i. Voluntary efforts to improve productivity and contain costs;
   ii. Changes to the Applicant's teaching or research responsibilities; and/or
   iii. Special characteristics of the Applicant's patient or physician mix.

OFFICE OF HEALTH CARE ACCESS

REQUEST FOR NEW CERTIFICATE OF NEED

FILING FEE COMPUTATION SCHEDULE

APPLICANT: _____ PROJECT TITLE: _____ DATE: _____	FOR OHCA USE ONLY: DATE INITIAL 1. Check logged (Front desk) _____ _____ 2. Check rec'd (Clerical/Cert.) _____ _____ 3. Check correct (Superv.) _____ _____ 4. Check logged (Clerical/Cert).) _____ _____

SECTION A – NEW CERTIFICATE OF NEED APPLICATION	
1. Check statute reference as applicable to CON application (see statute for detail): _____ 19a-638.Additional function or service, change of ownership, service termination. **No Fee Required.** _____ 19a-639 Capital expenditure exceeding $3,000,000, or capital expenditure exceeding $3,000,000 for major medical equipment, or CT scanner, PET scanner, PET/CT scanner, MRI scanner, cineangiography equipment or linear accelerator. **Fee Required.** _____ 19a-638 and 19a-639. **Fee Required.** 2. Enter $0 on "Total Fee Due" line (SECTION B) if application is required pursuant to Section 19a-638 only, otherwise go on to line 3 of this section. 3. Enter $400 on "Total Fee Due" line (SECTION B) if application is for capital expenditure for major medical equipment, imaging equipment or linear accelerator less than $3,000,000 4. Section 19a-639 fee calculation (applicable if section 19a-639 capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $3,000,000 or other capital expenditure exceeding $3,000,000 is checked above **OR** if both 19a-638 and 19a-639 are checked): a. Base fee: _____ b. Additional Fee: (Capital Expenditure Assessment)_____ (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) ($_____ x .0005) c. Sum of base fee plus additional fee: (Lines A4a + A4b)_____ d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B).	$ 1,000.00 $_____.00 $_____.00
SECTION B TOTAL FEE DUE: _____	$_____.00

ATTACH HERE CERTIFIED OR CASHIER'S CHECK ONLY (Payable to: Treasurer, State of Connecticut)

GENERAL AFFIDAVIT

Applicant: _____

Project Title: _____

I, _____, _____
(Name) (Position – CEO or CFO)

of _____ being duly sworn, depose and state that the (Facility Name) said facility complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____

Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

Total Facility:	FY	FY	FY	FY	FY	FY	FY	FY	FY	FY
	Actual	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Description	Results	W/out Project	Incremental	With Project	W/out Project	Incremental	With Project	W/out Project	Incremental	With Project
Revenue from Operations				$0			$0			$0
Non-Operating Revenue				$0			$0			$0
Total Revenue:	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Operating Expenses				$0			$0			$0
Income before provision for income taxes	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Provision for income taxes				$0			$0			$0
Net Income	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Retained earnings, beginning of year		$0	$0	$0	$0	$0	$0	$0	$0	$0
Retained earnings, end of year	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

*Volume Statistics:

*Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

Please provide **three** years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description
Type of Unit Description:
# of Months in Operation

FY _____	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
FY Projected Incremental		Rate	Units	Gross	Allowances/	Charity	Bad	Net	Operating	Gain/(Loss)
Total Incremental Expenses:				Revenue	Deductions	Care	Debt	Revenue	Expenses	from Operations
				Col. 2 * Col. 3				Col.4 - Col.5	Col. 1 Total *	Col. 8 - Col. 9
Total Facility by								-Col.6 - Col.7	Col. 4 / Col. 4 Total	
Payer Category:										
Medicare				$0				$0	$0	$0
Medicaid		$0		$0				$0	$0	$0
CHAMPUS/TriCare		$0		$0				$0	$0	$0
Total Governmental			0	$0	$0	$0	$0	$0	$0	$0
Commericial Insurers		$0	5	$0				$0	$0	$0
Uninsured		$0	2	$0				$0	$0	$0
Total NonGovernment		$0	7	$0	$0	$0	$0	$0	$0	$0
Total All Payers		$0	7	$0	$0	$0	$0	$0	$0	$0

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	1590
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STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: JEAN AHN, SYSTEM DIRECTOR

FAX: (~~230~~) 203 688-5013

AGENCY: YALE-NEW HAVEN HOSPITAL

FROM: DPH-OHCA-CARMEN COTTO

DATE: 5/19/2010 **TIME:** 11:15

NUMBER OF PAGES: 12
(Including transmittal sheet)

Comments:
CON Application Forms - DOCKET# 10-31603-CON

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.