



# Notice of Blanket Award

Contra Costa County  
Public Works  
PURCHASING SERVICES  
40 Muir Road, 2nd Floor  
Martinez, CA 94553

*REVISED Cost to include  
MODIFICATION to ESCAPE DOOR* C Shehorn 5/4/20

<b>V E N D O R</b>	Alt ID #:03082
	CCC Treasurer
	Finance Building
	Martinez, CA 94553
<i>GE HEALTHCARE FINANCIAL SVCS ATTN: Craig King PH# 921-732-3593</i>	

PO Date: 03/20/2020	Blanket Order Number
Buyer: Gebre, Des	<b>F 018763</b>
Phone: 925-957-2492	ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS PO NUMBER. SUBMIT AN INVOICE TO THE "INVOICE TO" DEPT FOR PAYMENT.
FOB: F.O.B., Destination	
Terms: Net 30	

<b>S H I P T O</b>	Provided In the Body of the PO
	Contra Costa, CA 94553
	<i>CONTRA COSTA REGIONAL MEDICAL GR</i>
	<i>2560 ALHAMBRA AVE MARTINEZ, CA 94553 ATTN: DARREIL WILLIAMS PH# 925-370-5321</i>

<b>I N V O I C E</b>	Auditor-Controller
	Finance Building
	625 Court St., Suite 103
	Martinez, CA 94553-1282

Department	Requisition Number	Bid Number	Delivery Date
OT - Other Addresses	OT-OT200-20-27914		

  

Item #	Item Description	Quantity	Unit	Unit Price	Total
1	<p>THIS BLANKET PURCHASE ORDER IS FOR THE FOLLOWING:</p> <p>ALL TYPES OF PRODUCTS AND SERVICES RELATED TO COVID-19. THIS BLANKET PURCHASE ORDER IS TO BE USED BY ALL DEPARTMENTS FOR COVID-19 RELATED PURCHASES ONLY.</p> <p>ACCOUNT CODES TO BE USED: 1. HEALTH SERVICES: ORG=6911, OPT=COV 2. ALL OTHER DEPARTMENTS: ORG=1565, OPT=COV</p> <p>*** NOTE TO ALL DEPARTMENTS *** 1- WHEN PLACING ORDERS, PLEASE GIVE SHIP TO ADDRESS TO VENDORS 2- PLEASE SEND INVOICE &amp; TC52 TO AUDITORS OFFICE, ATTN: HAJ NAHAL</p> <p>Effective Dates: 03/01/2020 through 02/28/2021 Dept. Contact: Contact: Timothy Ewell at (925)335-1036 / Josh Sullivan at (925)957-2661</p> <p>THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.</p>	1.00	YR	<del>\$20,000,000.00</del>	<del>\$20,000,000.00</del>
	<p><i>FOR THE PURCHASE OF: GE Revolution Evo GEN2x AND mobile TRAILER @ \$1,148,865.04/LOT * to include interim mobile CT from CATALINA Imaging, cost included in the price of the medical equipment noted above.</i></p>				
				<p><i>\$1,148,865.04</i></p> <p>SUBTOTAL: <del>\$20,000,000.00</del></p> <p><i>+ SALES TAX @ 9.25%</i></p> <p><i>\$106,270.01</i></p> <p>TOTAL: <del>\$20,000,000.00</del></p> <p><i>\$1,255,135.05</i></p> <p><i>TOTAL</i></p>	

Cynthia L. Shehorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

*925-957-2495* 5/5/20



GE Healthcare

*\* price modified to include REVISED SPEC to ESCAPE ROOM  
C. Sheehan  
5/4/20*

March 20, 2020

Contra Costa Regional Medical Center  
2500 Alhambra Avenue  
Martinez, CA 94553-3156

**GE Healthcare Financial Services**, a component of GE HFS, LLC ("GEHFS"), is pleased to submit the following proposal:

Contract Description:	True lease of equipment, with a fair market value purchase option.
Proposed Lessor:	GE HFS, LLC, or one or more of its affiliates and/or assigns.
Proposed Lessee:	Contra Costa Regional Medical Center
Equipment Description:	GE Revolution EVO Gen 2 EX and Mobile Trailer Soft Cost (Interim Mobile CT including cleaning fee and transportation)
Equipment Cost:	* \$1,148,865.04 (includes \$106,500.00 for interim mobile CT from Catalina Imaging)
Term and Rental Payment Amount:	60 payments at \$17,807.91 Monthly in Arrears, plus applicable taxes.
Lease Rate on Equipment Cost:	-2.84% Note: The lease rate and rental payment amounts have been calculated based on the Swap Rate (as defined below) and an assumption that, at the time of funding, the Swap Rate will be 0.60%. GEHFS reserves the right to adjust the lease rate and rental payment amounts if this is not the case, and/or if the lease commences after December 31, 2020, and/or for other changes in market conditions as determined by GEHFS in its sole discretion. As used herein, "Swap Rate" means the interest rate for swaps that most closely approximates the initial term of the lease as published by the Intercontinental Exchange (NYSE: ICE) in its Ice Benchmark Administration Report entitled "ICE Swap Rate Historical Rates" currently available online at <a href="https://www.theice.com/marketdata/reports/180">https://www.theice.com/marketdata/reports/180</a> and determined by GEHFS by clicking on the USD Rates 1100 in the Series/Run drop down box for the Report Date selected by GEHFS, or as published by such other nationally recognized reporting source or publication as GEHFS may specify.
Early Buy Out Option:	At 36 months following lease commencement (after 36 lease payments), Proposed Lessee will have the option to purchase the Equipment for an amount equal to \$569,699.20, plus applicable taxes. The effective lease rate assuming exercise of the Early Buy Out Option is 2.37 %. If the Early Buy Out Option is not exercised, the below End of Lease Options apply.
End of Lease Options:	At end of Lease upon Proposed Lessee's satisfaction in full of all obligations to GEHFS under the Lease, Proposed Lessee has the option to either (i) purchase all (but not less than all) of the Equipment for its then fair market value, plus applicable taxes (Insert "not to exceed 0.00% of Equipment Cost" if applicable), (ii) renew the Lease, subject to terms and conditions agreeable to the parties or (iii) return the Equipment to GEHFS in accordance with the Equipment return requirements set forth in the Lease.
Advance Rent:	\$0.00 due with signed contract. In no event shall any advance rent or advance charge or any other rent payments be refunded to Proposed Lessee. The Advance Rent will be applied as described in the lease.
Documentation Fee:	A documentation fee of \$500.00 will be charged to Proposed Lessee to cover document preparation, document transmittal, credit write-ups, lien searches and lien filing fees. The documentation fee is due upon Proposed Lessee's acceptance of this proposal and is non-refundable. This fee is based on execution of our standard documents substantially in the form submitted by us. In the event significant revisions are made to our documents at your request or at the request of your legal counsel or your landlord or mortgagee or their counsel, the documentation fee will be adjusted accordingly to cover our additional costs and expenses.
Interim Rent:	If the lease commencement date is not the 1 <sup>st</sup> or 15 <sup>th</sup> of any calendar month (a "Payment Date"), interim rent may be assessed for the period between the lease commencement date and the Payment Date.
Required Credit Information:	1. Two years fiscal year end audited/un-audited financial statements and comparative interim statements; or tax returns and business plan. 2. Such additional information as may be required.

Proposal Expiration: This proposal and all of its terms shall expire on April 19, 2020 if GEHFS has not received Proposed Lessee's signed acceptance hereof by such date. Subject to the preceding sentence, this proposal and all of its terms shall expire on July 31, 2020 if the lease has not commenced by such date.

The summary of proposed terms and conditions set forth in this proposal is not intended to be all-inclusive. Any terms and conditions that are not specifically addressed herein would be subject to future negotiations. Moreover, by signing the proposal, the parties acknowledge that, except for the provisions concerning confidentiality set forth herein: (i) this proposal is not a binding commitment on the part of any person to provide or arrange for financing on the terms and conditions set forth herein or otherwise; (ii) any such commitment on the part of GEHFS would be in a separate written instrument signed by GEHFS following satisfactory completion of GEHFS' due diligence, internal review and approval process (which approvals have not yet been sought or obtained); (iii) this proposal supersedes any and all discussions and understandings, written or oral between or among GEHFS and any other person as to the subject matter hereof; and (iv) GEHFS may, at any level of its approval process, decline any further consideration of the proposed financing and terminate its credit review process. Proposed Lessee hereby acknowledges and agrees that GEHFS reserves the right to syndicate (via a referral, an assignment or a participation) all or a portion of the proposed leasing/financing transaction to one or more banks, leasing or finance companies or financial institutions (a "Financing Party"). In the event GEHFS elects to so syndicate all or a portion of the proposed leasing/financing transaction (whether before or after any credit approval of the proposed leasing/financing transaction by GEHFS) and is unable to affect such syndication on terms satisfactory to Proposed Lessee and/or GEHFS, GEHFS may, in its discretion, decline to enter into, and/or decline any further consideration of, the proposed financing. Proposed Lessee hereby further acknowledges and agrees that, in connection with any such syndication, GEHFS may make available to one or more Financing Parties any and all information provided by or on behalf of Proposed Lessee to GEHFS (including, without limitation, any third party credit report(s) provided to or obtained by GEHFS).

Except as required by law, neither this proposal nor its contents will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed leasing/financing transaction and then only on the condition that such matters may not be further disclosed. Nothing herein is to be construed as constituting tax, accounting or legal advice by GEHFS to any person.

To the extent permitted by applicable law, you hereby authorize GEHFS to file in any jurisdiction as GEHFS deems necessary any initial Uniform Commercial Code financing statements that identify the Equipment or any other assets subject to the proposed financing described herein. If for any reason the proposed leasing/financing transaction is not approved, upon your satisfaction in full of all obligations to GEHFS, GEHFS will cause the termination of such financing statements. You acknowledge and agree that the execution of this proposal and the filing by GEHFS of such financing statements in no way obligates GEHFS to provide the financing described herein. By signing below, you hereby consent to and authorize GEHFS to perform all background, credit, judgment, lien and other checks and searches as GEHFS deems appropriate in its sole credit judgment.

We look forward to your early review and response. If there are any questions, we would appreciate the opportunity to discuss this proposal in more detail at your earliest convenience. Please do not hesitate to contact me directly at (971) 732-3573.

Sincerely yours,

Craig King  
Vice President & Senior Account Manager  
GE Healthcare  
Healthcare Financial Services,  
a component of GE HFS, LLC

Acknowledged and Accepted:

Contra Costa County  
(Legal Name)

By: Cynthia Shehorn

Title: Buyer #

Date: 5-6-20

Fed. ID #: 94-6000509



March 24, 2020  
Quote Number: **2001798815.5**  
Customer ID: **1-235911**  
Agreement Expiration Date: **6/21/2020**

Contra Costa Regional Medical Center  
2500 Alhambra Ave  
Martinez, CA 94553-3156

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

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

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

Governing Agreement:	GEHC Standard Terms Apply
Terms of Delivery	FOB Destination
Billing Terms	80% delivery / 20% Installation
Payment Terms	Due On Receipt-30 Days
Total Quote Net Selling Price	\$1,035,465.04
Sales and Use Tax Exemption	No Certificate on File

**IMPORTANT CUSTOMER ACTIONS:**

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

☒ Cash

☐ GE HEF Loan

☐ Other Financing Loan

☒ GE HEF Lease

☐ Other Financing Lease

Provide Finance Company Name \_\_\_\_\_

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

Contra Costa Regional Medical Center

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

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

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

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

Purchase Order Number, if applicable \_\_\_\_\_

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Jennifer Thompson

Title: Account Manager - VASO Mfr Rep

Date: March 24, 2020



March 24, 2020  
Quote Number: 2001798815.5  
Customer ID: 1-235911  
Agreement Expiration Date: 6/21/2020

**To Accept This Quotation**

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

Name: Jennifer Thompson

Email jenn.thompson@ge.com

Phone: 408-202-1881

Fax:

**Payment Instructions**

Please remit payment for invoices associated with this quotation to:

GE Precision Healthcare LLC

P.O. Box 96483

Chicago, IL 60693

FEIN: 83-0849145

**Contra Costa Regional Medical Center**

**Addresses:**

✓ Bill To: CONTRA COSTA REGIONAL MEDICAL CENTER

CONTRA COSTA REGIONAL MEDICAL, CENTER 2500 ALHAMBRA AVE  
MARTINEZ, CA, 94553-3156

✓ Ship To: CONTRA COSTA REGIONAL MEDICAL CENTER

CENTER, 2500 ALHAMBRA AVE, , MARTINEZ, CA, 94553-3156

**To Accept This Quotation**

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

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number \*\*\*\* OR\*\*\*\* Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # ✓ (ii) Per the terms of GPO # \_\_\_\_\_; (iii) Per the terms of MPA# \_\_\_\_\_; or (iv) Per the terms of SAA # \_\_\_\_\_.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Loan or GE HFS Lease Loan or Third Party Lease through \_\_\_\_\_), must be indicated, which may be done on the Quote Signature Page \* (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

\* SEE QUOTE SIGNATURE  
PAGE #1



March 24, 2020  
Quote Number: 2001798815.5  
Customer ID: 1-235911  
Agreement Expiration Date: 6/21/2020

Line	Qty.	Catalog		
1	1.00	E80141KA	MEDRAD Stellant FLEX CT Pedestal with Certegra Workstation and ISI900G CT communication kit - Includes Installation and one year warranty	
		<u>Discount</u>		<u>Net Price</u>
		20.00%		\$49,524.00

Operational efficiencies in workflow and interoperability with Contrast Dose Management  
Savings through the use of smaller, economical syringe with less environmental impact

Dual injector head on pedestal with integral IV pole

- Syringe heat maintainer
- Certegra Workstation with USB drive
- DualFlow software
- ISI-ready software to accept ISI900G integrated injector option†
- Base control unit
- 22.8 m (75 ft) head extension cable
- 7.6m (25 ft) base to display cable
- Power cord
- Product information package
- Operations manuals
- Installation, customer's operational training at time of installation, and one year full on-site warranty in Bayer service countries

Injection Specifications Flow Rate (range & increments):

0.1–10 mL/sec in 0.1 mL Increments

Volume (range & increments):

1 mL to Syringe Capacity in 1 mL Increments

Programmable Pressure Limit (psi/kPa):

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

Scan Reminders:

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

Pause:

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

Hold

Maximum HOLD Time is 20 Minutes

Syringes (Volume capacity)

150 mL or 200 mL Sterile Disposable Syringe

Maximum Number of Phases: 6

Line	Qty.	Catalog		
2	1.00	NI_CT_BUILDING	Pre fabricated building structures (e.g. PDC)	
		<u>Discount</u>		<u>Net Price</u>
		0.00%		\$325,000.00

Kentucky 42' Trailer for CT

Line	Qty.	Catalog		
3	1.00	S7880AW	Rev EVO Mobile System	
		<u>Discount</u>		<u>Net Price</u>
		53.37%		\$359,036.44



#### Revolution EVO Mobile system including hardening kit.

Today's healthcare environment is about creating new solutions to pressing needs. It's about understanding how one CT exam can improve patient outcomes while lowering the cost of providing care. Revolution EVO is designed with the purpose of operating in this new reality, while anticipating the challenges of tomorrow. It is designed to support the widest variety of patients and applications, from complex trauma or cardiac cases, to large patient backlogs in busy emergency departments that strain workflows and resources. The design of Revolution EVO is made for institutions that are unable to sacrifice advanced capabilities such as high resolution for daily productivity. It is well suited for those who need to provide the lowest dose possible. And it provides options to expand your referral physician base and the services you provide to your community.

Revolution EVO is designed for you.

Revolution EVO is the next generation volume CT with a compact design and advanced technologies enabling you to see fine anatomical details, providing a pathway to a quick, confident diagnosis and delivering improved image quality across the entire body. Diagnostic images at the right dose add up to great care. Our innovative iterative reconstruction technologies are designed to reduce noise levels, improve low-contrast detectability and reduce dose for all patients. Additional Smart Dose technologies like organ dose modulation and XR-29 capabilities help you monitor, measure and manage your dose delivery.

Often the only thing you can predict about your workday is how unpredictable it will be. Revolution EVO is designed to help you manage this unpredictability - quickly and compassionately. Revolution EVO Smart Flow technologies are designed to help you improve productivity by streamlining user workflow and access to information, enabling you to perform more studies in less time and manage your patient flow up to 40% more efficiently. Revolution EVO is designed to help you compete in your market by helping to manage the health of your patient population today with precision, efficiency and the right dose.

#### Clarity Imaging Chain

Completely redesigned and uniquely patented imaging chain design integrates the data acquisition system directly with the photo diode reducing the size of this integrated system by 75%, improving signal to noise by 44% and power consumption by 50% compared to previous systems. The Performix 40 Plus tube delivers exceptional performance. The new liquid bearing and dual focal spot design improves precision.

Clarity Imaging Chain provides the following:

- 40 mm of coverage @ 1.25 mm slices
- Cable free between ASIC and Diode, and has a capability to reduce electric noise.
- Up to 90% less heat compared with previous GE technology
- Improved signal to noise up to 44% compared with previous GE technology
- Optimized collimator to reduce scatter dose, noise and artifacts.
- Performix40 Plus X-ray tube provides less focus movement.

#### ASiR

ASiR iterative reconstruction technology may enable reduction in pixel noise standard deviation (a measurement of image noise). The ASiR algorithm may allow for reduced mA in the acquisition of images, thereby reducing the dose required. ASiR iterative reconstruction technology also may enable improvement in low contrast detectability. In clinical practice, the use of ASiR may reduce CT patient dose depending on the clinical task, patient size, anatomical location and clinical practice. A consultation with a radiologist and physicist should be made to determine the appropriate dose to obtain diagnostic image quality for the particular clinical task.

#### Smart Technologies

##### Smart Dose

Intelligent technology designed to help you acquire high-quality images using lower doses of radiation, contributing to more accurate diagnoses and lower exposures for patients. Includes dose management tools such as:

- Organ Dose Modulation (ODM): ODM provides a reduction of radiation dose via X-ray tube current modulation for sensitive tissues, such as breasts or eyes.
- Compliant with the NEMA XR 25, and XR 29 standards
- Adult and Pediatric reference protocols

- **Dose Check** - Patient pre-scanning monitoring and alerts. Receive notifications and alerts if your predetermined dose levels will be exceeded. You can correct and confirm the right settings before scanning to avoid unnecessary radiation dose to your patient. Dose check is based on standard XR 25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA).
- **Dose Reporting**: CTDIvol, DLP, Dose Efficiency are displayed to the user during scan prescription and at the end of the exam. The CTDIvol, DLP, and Phantom size used to calculate dose is automatically saved once the user selects End Exam.
- **DICOM Structured Dose Report** generates a CT Dose Report, which can enable tracking of dose (CTDIvol and DLP) for the patient by the hospital radiation tracking system.
- **3D mA Modulation** utilizing SmartmA and Auto mA: 3D mA Modulation allows you to personalize protocols and optimize dose for every patient – large and small. During the patient scan, in real-time, these automatic exposure controls, modulate dose in 3D helping you deliver consistent image quality because it automatically accounts for the changing dimensions of your patient's anatomy. 3D mA modulation acquisitions may reduce dose compared with fixed mA acquisitions. Auto mA modulation is designed to optimize the dose for the user prescribed noise index. Its effect on dose depends on the patient body habitus, and prescribed noise setting.
- **Dynamic Z-axis tracking**: Dynamic Z-axis tracking provides automatic and continuous correction of the x-ray beam shape to block unused x-ray at the beginning and end of a helical scan to reduce unnecessary radiation.
- **DoseWatch Explorer** Web based dose management solutions: Analyze, identify, and optimize patient dose. Track and monitor patients' cumulative radiation dose over time and take steps to prevent excessive radiation dose. DoseWatch Explore is an introductory dose management software application that provides you secure access, via any PC with internet access, to dose and protocol data from this system. An InSite connection to the system and completion of the registration process is required to use the DoseWatch Explore application. For US and Canadian Customers, this quotation includes access to the DoseWatch Explore application for a period concurrent with the system warranty.

#### Smart Flow

Designed to help you improve productivity and patient experience by streamlining your workflow and access to information. Smart Flow technologies:

- **Silent design** of Revolution EVO gantry allows significant reduction of audible noise compared with previous GE technology.
- **Xtream display** is a multi-purpose touch LCD screen on the Revolution EVO gantry. Xtream display can show the user basic patient information as well as enable advanced capability of One Stop ED mode and instructional or distraction videos. The user can confirm patient information in the scan room and improving workflow with preset positioning (default patient positioning) on the gantry display.
- **Fast, hands-free patient positioning**: Default Patient Positioning provides user friendly positioning. After patient is positioned on the table, the operator touches the selects the anatomical reference on the Xtream display. The table is transferred to that anatomical reference simply by the foot pedal has been pressed by the user.
- **One stop scanning mode**: Revolution EVO's exceptional one stop scanning mode provides a streamlined workflow on the Xtream display. From the Xtream display at the gantry the user can: 1. select the patient from the worklist, 2. Select the appropriate protocol, 3. Confirm the firm the 1st within the selected protocol. All without having to leave the patients side.
- **Image Check** - Real-time reconstruction during the scan: With Image Check, up to 55 images are reconstructed and available per second. Reconstructing images in real time helps you focus solely on the well being and diagnosis of your patient.
- **Instructional or Distraction videos** are to assist the user in explaining the CT examination to patients. This is very useful when the user and patient do not speak the same language. Distraction videos are for young patient to help keep them distracted during exam prep and scanning. Additional the Movie Change feature allows you to upload your own video
- **10 PMR's**, for trauma patients, when the extent of the injuries is unknown, you can prospectively prescribe up to 10 multiphase reconstructions and easily prioritize which one you need first.
- **GE's protocol management** is improved with the addition of a workflow improvement feature, which allows easy configuration of back to back axial or helical scans of the same anatomy at two different X-ray energies (kVp's). To further improve registration accuracy, patient immobilization may be utilized. The acquired dual energy data can be post-processed on the console or AW workstation using the Add/Sub function to gain additional clinical information.
- **IQ Enhance pitch booster** - Scan a chest in as fast as two seconds with 175 mm/sec acquisition speed to help shorten patient breath-holds while maintaining image quality. Requires 0.35 second rotation speed capability to achieve 175mm/sec.
- **Adaptive Enhance Level Adjustment (AELA)** may improve visual spatial resolution while maintaining pixel noise standard deviation and artifact.
- **Direct MPR with Auto-Batch** feature, affording automatic real-time direct reconstruction and transfer of fully corrected multi-planar images, also allows users to move from routine 2D review to prospective 3D image review of axial, sagittal, coronal, and oblique planes while enabling automated protocol-driven batch reformats to be created and networked to their desired reading location.
- **Exam Split**
- **Volume Viewer** on console





March 24, 2020  
Quote Number: 2001798815.5  
Customer ID: 1-23S911  
Agreement Expiration Date: 6/21/2020

#### Scan modes

##### Helical:

- Helical Scan Speeds: Full 360° rotational scans: 0.7, 0.8, 0.9, 1.0 second (Optional 0.35, 0.4, 0.5, 0.6)
- Helical Pitch (nominal): 0.516 to 1.531
- Cardiac Pitch: 0.16 to 0.325 (Optional cardiac packages required to enable cardiac pitch)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 400, 5 mA increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

##### Axial & Cine

- Scan Speeds: 0.7, 0.8, 0.9, 1.0, and 2.0 second full scans (360° acquisition). (0.35, 0.4, 0.5, 0.6 sec optional)
- Selectable kV: 80, 100, 120, 140
- Selectable mA: 10 to 400, 5 mA increments
- Scan Plane Geometry:  $\pm 30^\circ$  gantry tilt,  $0.5^\circ$  increments
- Reconstruction Algorithms: Soft Tissue, Standard, Detail, Chest, Bone, Bone Plus, Lung, Ultra, Edge, Edge Plus

#### System Components:

- Advanced slip ring design continuously rotates the generator, Performix 40 Plus tube, Clarity detector and data acquisition system around the patient.
- Aperture: 70 cm
- Maximum SFOV: 50 cm
- Tilt:  $\pm 30$  degrees, speed 1 degree/sec
- Multi-purpose LCD touch screen display with workflow features
- Integrated start scan button with countdown timer to indicate when x-ray will turn on.
- X-ray Tube
  - Performix\*40 Plus liquid metal bearing tube
  - Heat storage capacity: 7.0 MHU (Performix\*40 Plus)
  - Dual Focal Spots:
    - o Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 60:193)
    - o Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 60:193)
- High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.
  - 48 kW (72 kW Optional)
  - kV: 80, 100, 120, 140
  - mA: 10 to 400 mA, 5 mA increments (560 mA Optional)

#### Clarity HiLight Detector

- 64 slice system
- 40 mm Clarity HiLight Detector system is comprised of 54,272 individual elements with 20 mm of 0.625 mm slice coverage and 40 mm of 1.25 mm slice coverage. All data is acquired either as thin slice at 0.625 mm or as thicker slices at 1.25 mm with the ability of thicker slices for image reconstruction or processing.
- 98% absorption efficiency
- Clarity DAS (Data Acquisition System): The Clarity DAS dramatically reduces noise and improves image performance
  - 2,460 Hz maximum sample rate.
  - 861 - 1968 views per rotation

#### Revolution EVO computer system

- 2,100GB Disk (system, image, scan disks) stores up to 460,000 512x512 images and 3520 scan rotations at 64 slice mode or up to 1,500 scan data files, or up to 300 exams.
- Reconstruction speed with Standard reconstruction: Up to 55 frames per second with Image Check and Up to 35 frames per second in full 512 matrix

Warranty: The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes.

General Electric Company reserves the right to make changes in specifications and features shown herein, or discontinue the product



GE Healthcare

March 24, 2020

Quote Number: 2001798815.5

Customer ID: 1-235911

Agreement Expiration Date: 6/21/2020

described at any time without notice or obligation.

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

Line	Qty.	Catalog			
4	1.00	B7590EN	English Keyboard Kit		
			<u>Discount</u>		<u>Net Price</u>
			0.00%		\$0.00

English Keyboard Kit

Line	Qty.	Catalog			
5	1.00	B7660MS	CT Long cable set		
			<u>Discount</u>		<u>Net Price</u>
			0.00%		\$0.00

System long cable set

Line	Qty.	Catalog			
6	1.00	B7900LC	Low Dose CT Lung Screening Option with Indication For Use		
			<u>Discount</u>		<u>Net Price</u>
			0.00%		\$0.00

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

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

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

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

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

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



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Line	Qty.	Catalog			
7	1.00	B7880MR	SmartMAR option		
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$27,976.89

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

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

MAR offers:

Exceptional image quality.

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

Streamlined workflow.

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

Dose conscious.

SmartMAR requires only one acquisition.

Patient comfort.

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

Versatility.

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

Line	Qty.	Catalog			
8	1.00	B7864AC	VolumeShuttle for CT systems		
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$27,976.89

VolumeShuttle innovatively provides the 80-mm of coverage necessary for accurate dynamic neuro angiographic and perfusion studies with a single contrast injection. GE's exclusive real-time scan control, system architecture, and fast, smooth table acceleration and deceleration enable the patient to be effortlessly shuttled back and forth between two adjacent axial locations, with minimal inter-scan delay.

The GE CT Scanner system uniquely designed to make it all possible - as a result of these key scanner attributes:

- The 40-mm high resolution V-Res detector with micro voxel technology.
- Real-time system controls to precisely control table movement and X-ray control.

VolumeShuttle provides the wider coverage margin needed to allow for patient variability in the Circle of Willis (80mm) and from the basal ganglia to lateral ventricles (60mm) - all with the existing 40-mm-wide detector and without the multiple contrast injections necessary with today's standard CT systems.

Line	Qty.	Catalog			
9	1.00	B7716WR	Xtream Injector Interface kit - Class IV		
			<u>Discount</u>		<u>Net Price</u>



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53.37%

\$9,325.63

Class IV Software and cabling kit - required for use with Class IV Integrated Injectors

Line	Qty.	Catalog			
10	1.00	B7880CH		Power Upgrade Option	
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$74,604.98

The Power Upgrade Option upgrades the maximum allowable mA selection of the on-board high frequency generator by 40% from 400 mA max to 560 mA for routine scanning.

Line	Qty.	Catalog			
11	1.00	B7880CJ		0.4 Sec Rotation Option	
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$26,111.73

Provides the capability of a 360-degree rotation in 0.4 seconds. This additional rotation time will enhance the user's ability to reduce exam times and potentially lower patient breath-holds, allowing up to 153 mm/sec acquisition speeds.

Line	Qty.	Catalog			
12	1.00	B7660BC		Upgrade to 64 Channel	
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$74,604.98

Upgrade enables 0.625 mm acquisition for the full 40 mm of detector coverage. This upgrade has the potential to help you reduce acquisition times and shorten patient breath-holds, and, when coupled with our cardiac acquisition options it enables 5 Beat™ cardiac.

Line	Qty.	Catalog			
13	1.00	B7877BW		Extended length cable set for Console	
			<u>Discount</u>		<u>Net Price</u>
			53.37%		\$2,331.42

Cable kit that allows moving the Console up to 2.0 meters away from the user workspace.

Cables cannot be routed in conduit, through walls, ceilings or floors at this time.

Line	Qty.	Catalog			
14	1.00	R4390JC		SEISMIC DOCUMENTATION	
			<u>Discount</u>		<u>Net Price</u>



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0.00%

\$4,000.00

CT Seismic Anchorage (All)

Line	Qty.	Catalog		
15	1.00	B7660MY	CT Seismic Kit	
			<u>Discount</u>	<u>Net Price</u>
			53.37%	\$373.02

Seismic kit for Gantry, Table and Console

Line	Qty.	Catalog		
16	1.00	E4502KZ	Liebert GXT4 10kVA 208Y/120V 2-phase CT partial UPS	
			<u>Discount</u>	<u>Net Price</u>
			20.00%	\$16,228.80

Line	Qty.	Catalog		
17	1.00	E4502YA	Seismic Kit for E4502F and E4502KY UPS	
			<u>Discount</u>	<u>Net Price</u>
			20.00%	\$1,680.00

A seismic-rated kit designed to support E4502F (14kVA) and E4502KY (10kVA), our exclusive CT Partial UPS offerings.

NOTES:

- Customer is responsible for rigging and arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE
- Removal/disposal of the old unit is the customer's responsibility.

Line	Qty.	Catalog		
18	1.00	E4502BB	CT Main Disconnect and UPS Control 380-480V 50 60Hz 90A	
			<u>Discount</u>	<u>Net Price</u>
			20.00%	\$5,183.20

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

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





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enclosure. The system provides stock availability of otherwise special-order devices, saving time and installation costs.

#### Benefits

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

#### Features

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

#### Remote EPO

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

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

#### Physical Characteristics

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

- The Main Disconnect and UPS Control Panel
- An Installation, Operations & Service Manual
- (2) sets of Emergency Power Off pushbuttons with 2NC on each EPO
- Drawings and Electrical Schematics

#### NOTES:

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

Line	Qty.	Catalog		
19	1.00	W0301CT	TIP CT Scanner 1 Training Program	
			<u>Discount</u>	<u>Net Price</u>



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53.37%

\$31,507.05

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

This program may contain:

- Onsite training (generally 10 days)
- Virtual Inclusions may include:
  - o Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
  - o Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLink button on the imaging console
  - o Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
  - o On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Onsite training days will be mutually agreed upon, but generally will not exceed 14 days. Onsite training will be provided from 8am-5pm local time Monday-Friday. Virtual Offerings are unlimited. This training program has a term of six (6) months commencing on Acceptance, where all onsite training must be scheduled and completed within six (6) months of Acceptance, and all Virtual Inclusions also expire at the end of such six (6) month period. Additional onsite days may be available for purchase separately.

All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog		
20	1.00	R23053AC	Standard Service License	
			<u>Discount</u>	<u>Net Price</u>
			0.00%	\$0.00

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

Total Quote Subtotal: ~~\$1,035,465.04~~

\* Price change due to  
modification to ESCAPE Decon

\* \$1,148,865.04/LOT

Total Quote Net Selling Price: \$1,035,465.04

\* \$1,148,865.04/LOT  
+ SALES TAX @ 9.25%

C Shehovan

5/4/20  
Cynthia L. Shehovan, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County



## GE Healthcare Terms &amp; Conditions (Rev 01.30.20)

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

2. **Term and Termination.** Software licenses, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

3. **Software License.** Other than as identified in a Quotation, GE Healthcare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer's internal business purposes only in the United States consistent with the terms of this Agreement. Customer's independent contractors (except GE Healthcare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. If GE Healthcare provides Third Party Software, Customer will comply with third party license terms, and licensors are third-party beneficiaries of this Agreement.

4. **Commercial Logistics.**

4.1. **Order Cancellation and Modifications.**

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

4.1.2. **Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications ("Used Equipment"). Sale of Used Equipment is subject to availability. If it is no longer available, GE Healthcare will attempt to identify other Used Equipment in its inventory that meets Customer's needs, and if substitute Used Equipment is not acceptable, GE Healthcare will cancel the order and refund any deposit Customer paid for the Used Equipment.

4.2. **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE Healthcare's written requirements and applicable laws. GE Healthcare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

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

4.4. **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE Healthcare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer's obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

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

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE Healthcare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE Healthcare; (ii) enable connectivity and interoperability with products not provided by GE Healthcare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Products requiring installation, if GE Healthcare delivers the Product but does not perform the installation, Customer will pay GE Healthcare the quoted selling price less: (a) the installation price, if separately identified in the Quotation; or (b) if no installation price is identified, the fair market value for the installation as determined by an independent third party. For upgrades and revisions to non-Healthcare Digital Products, Customer must return replaced components to GE Healthcare at no charge.

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

4.6. **Acceptance.**

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

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

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

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

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

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

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

5. **Security Interest and Payment.**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 8. General Terms.

8.1. **Confidentiality.** Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

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

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

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

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

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

## 9. Compliance.

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

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

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

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

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

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

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

9.8. **Use of Data.**



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

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

9.9. **Customer Policies.** GE Healthcare will use reasonable efforts to respect Customer-provided policies that apply to GE Healthcare and do not materially contradict GE Healthcare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE Healthcare's ability to perform its obligations.

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

9.11. **Excluded Provider.** To its knowledge, neither GE Healthcare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE Healthcare will replace that employee within a reasonable time; if GE Healthcare is excluded, Customer may terminate this Agreement upon written notice to GE Healthcare.

## 10. Disputes and Arbitration.

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

## 11. Liability and Indemnity.

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

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

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

### 11.4. General Indemnification.

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

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

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

## 12. Payment and Finance.

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

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

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

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

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

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

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

Uptime is calculated as follows:

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

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

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

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

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

16.2. **Scope.**

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

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

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

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

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

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

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

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



**1. Warranty.**

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

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

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

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

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

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

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

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

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

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

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

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

**4. Exceptions to Standard Warranty.**

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

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

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

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

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

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

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

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

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

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

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

**OEC Refurbished C-Arms:** 1 year after installation

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

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

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

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

Except the following have a 1 year warranty:

Transducers: TEE Probes,

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

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

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

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

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

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

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

**Venue, along with related transducers purchased with it:** 5 years,

Except the following have a 1 year warranty:

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

Transducers: TEE Probes

Warranty covers defective parts and components and includes: (i) phone support and remote repair via InSite and telephone from 7am to 7pm Central Time, Monday-Friday, excluding GE Healthcare holidays. For an additional charge, GE Healthcare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental damage.

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

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

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

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

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

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

**Novii Wireless Patch System- Interface and Pods:** 1 year starting 40 days after shipment with: (i) exchange services performed at GE Healthcare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays. Customer may



elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

**MAC 2000 and 3500:** 3 years

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**CARESCAPE T14 Transmitter:** 2 years

**SEER 1000:** 2 years

**Exergen:** 4 years

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

**Microenvironment and Phototherapy consumable components:** 1 month

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

**Corometrics® Nautilus Transducers:** 2 years

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

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

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

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years