

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

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

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

Software License. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. If Customer acquires any rights to the software or documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section. If Customer is a U.S. Government agency, Customer acknowledges that the software licensed under this agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights relating to the software are limited to those rights applicable to Customers as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

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

Termination. If either party materially breaches this agreement and the other party seeks to terminate on the basis of that breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate this agreement. All orders are subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and the proposed order or related service agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the products are or may be subject to regulation by the FDA



and other federal or state agencies. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the products for its own use consistent with the terms of this agreement and that it does not intend to re-sell the products to any other party or to export the products outside the country to which GE Healthcare delivers the products. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with the order or related service agreement, GE Healthcare may terminate this agreement (including warranty services hereunder) immediately upon written notice to Customer.

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

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

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

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

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

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

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

Terms of Payment. The payment terms for the product(s) and/or service(s) are stated in the GE Healthcare Quotation or additional terms and conditions, as applicable. For any products requiring final assembly or installation by GE Healthcare, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GE Healthcare will bill Customer for and Customer will pay GE Healthcare any



Standard Terms and Conditions Sales and Service

remaining payments due under this agreement. If Customer has a good faith dispute regarding payment for a particular product (or subsystem thereof) or service, such dispute shall not entitle Customer to withhold payment for any other product (or subsystem thereof) or service purchased from GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any products or services when due or for any other reason deemed good or sufficient by GE Healthcare, and in such event all subsequent shipments and services shall be paid for on receipt. Customer grants GE Healthcare a purchase money security interest in all items of equipment listed in the GE Healthcare Quotation until full payment is received, and Customer agrees to perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare.

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

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

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

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

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

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

Governing Law; Disputes; Limitation of Liability. The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR STAND-ALONE PRODUCT OR SERVICE OFFERINGS, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS OR REVENUE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

Contract Formation. GE Healthcare's Quotation is subject to withdrawal at any time before acceptance. Customer accepts by signing and returning the Quotation or by sending a purchase order in response to the Quotation. Upon Customer's acceptance, GE Healthcare's Quotation and the related terms and conditions referred to in the Quotation (as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GE Healthcare) shall constitute the entire agreement relating to the products and services covered by the Quotation. No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding on GE Healthcare unless hereafter made in writing and signed by GE Healthcare's authorized representative. Customer is hereby notified of GE Healthcare's objection to any terms inconsistent with this Quotation and to any other terms proposed by Customer in accepting this Quotation. Neither GE Healthcare's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by GE Healthcare to any such terms. GE Healthcare's supplies and accessories products are covered by a separate terms and conditions statement available at www.gehealthcare.com/accessories.



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

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

Delivery: When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date within 45 days of the mutually agreed scheduled delivery date, GE Healthcare may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by GE Healthcare, at Customer's expense. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. If Customer fails to schedule a delivery date with GE Healthcare within six months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

Transportation, Title and Risk of Loss: Unless otherwise indicated in the GE Healthcare Quotation, shipping terms are C.I.F. pursuant to Section 2-320 of the Uniform Commercial Code. GE Healthcare is responsible for payment of freight and for arranging and paying for insurance on behalf of Customer against property damage or loss until delivery to Customer. Title and risk of ownership to equipment passes to Customer at GE Healthcare's shipping dock. Software is licensed to Customer, but no title to or other ownership interest in such software passes to Customer.

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

- Customer will prepare the location for the installation consistent with GE Healthcare's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. For products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with GE Healthcare's minimum hardware and software requirements as made available to Customer. Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices and the GE Healthcare product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the GE Healthcare Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.
- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

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

Services. The following provisions shall apply only to the purchase of services:

Coverage Commencement for Certain Equipment: GE Healthcare may inspect all equipment that has been without GE Healthcare warranty or service contract coverage for more than 30 days. This service agreement will be effective for such equipment only after a GE Healthcare service representative has determined its eligibility. If service or initial repair is required, the cost will be separately invoiced to Customer at GE Healthcare's then current list prices/rates for time and materials. GE Healthcare and Customer will from time to time review the inventory of equipment covered by the agreement to confirm its accuracy. Service fees may be adjusted following any such review by written agreement of the parties.



End of Support Announcement: If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least 12 months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements. GE Healthcare will use its reasonably diligent efforts to continue its support obligations under this service agreement for any product or component that is approaching its end of product life for as long as it is covered by this service agreement.

Inflation Adjustments: After the first year of the agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than one-half of the prior 12-month increase in the US Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Precision production, craft, and repair occupations (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than 2% annually and Customer will be notified by GE Healthcare at least 60 days prior to any adjustment.

Additional Services: Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to a service agreement. Any services provided by GE Healthcare at Customer's request that are not covered by this agreement will be furnished at GE Healthcare's then current list prices/rates for time and materials, plus expense reimbursement for reasonable travel and living expenses.



Inventory Verification. Within 90 days of assuming initial service responsibility, GE Healthcare will complete an inventory of the Equipment to ensure accuracy. Equipment that cannot be located will be removed from the Equipment Schedule. Equipment belonging to the categories of covered Equipment will be added to the Schedule. Following completion of the inventory, we will provide copy of the revised Equipment Schedule for your review, and upon your signed acceptance the Equipment Schedule will become final. Upon completion of the inventory, we will make the appropriate adjustments to Total Normal Fixed Charges, if any, and reconcile prior invoices. We reserve the right to perform periodic additional audits to confirm then-existing inventory.

Equipment Inspection. Equipment covered under this Agreement must be in safe, normal operating condition and substantially in compliance with OEM ("Original Equipment Manufacturer") specifications ("Operating Condition") when added to the Schedule. If after inspection we determine an item of Equipment is not in Operating Condition, we will notify you within 30 days of the inspection, and you will be responsible for bringing that item of Equipment into Operating Condition. GE Healthcare will have no service responsibility with respect to Equipment that is not in Operating Condition when added to a Schedule.

Power and Grounding. You are responsible for ensuring satisfactory power quality and grounding for all Equipment.

Equipment Additions and Removals. Upon your request, GE Healthcare will add to a Schedule any equipment added to your inventory during the term of this Agreement with an effective date no later than thirty (30) days after your request. The Normal Fixed Charge for the added Equipment will be calculated from then-current list price for the specified level of Service Support.

For equipment added to coverage, you will provide GE Healthcare with all available warranty documentation, including warranty duration, OEM maintenance requirements, and the name of the party responsible for maintenance during the warranty period.

In the event you remove an item Equipment from service at your facility, you may remove the item from a Schedule upon at least 30 days' prior written notice. The Total Normal Fixed Charge applicable to such Equipment will be discontinued on the date the Equipment is removed from service or 30 days after the date of written notice, whichever is later. Upon written notice to you that an item of Equipment can no longer be effectively or safely maintained or repaired, GE Healthcare may remove the item from the Schedule. The Normal Fixed Charge applicable to such Equipment will be discontinued on the effective date of removal.

End of Equipment Support Announcement (Non-GE Equipment). You agree to provide GE Healthcare with all information you receive regarding end of product life announcements. Regardless of whether you provide us with proper notification from the OEM, we may, at our option, remove end-of-life Equipment from the Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such equipment to the End of Life Offering applicable to the piece of Equipment.

Existing Service Arrangements. If you have service arrangements with other vendors for any Equipment, or if any Equipment is covered by a non-GE warranty, the terms and conditions of those arrangements or warranties are not altered in any way by this Agreement nor is GE Healthcare assuming any obligations under those arrangements or warranties. The terms and conditions of this Agreement do not apply to Equipment covered by such arrangements or warranties until the expiration or legally proper termination of such arrangements or warranties. Having asked GE Healthcare to include such Equipment on the Schedule, you agree to pursue proper avenues for expeditious and legally permissible termination of any such service arrangements and to take no steps to cause the premature termination of any such warranties. Equipment covered as of the commencement date by another agreement, will be added to this agreement on the day following the expiration of the existing agreement.

Solicitation of our employees. For the duration of this agreement, and for 90 days after its expiration, the parties agree that neither party nor any of their controlled affiliates will directly or indirectly solicit for hire any employee of the other party or the other party's subsidiaries who is engaged in the performance of this agreement. In the event of a breach of this provision, the breaching party agrees to pay the non-breaching party a sum equal to twelve (12) months' pay for each solicited employee at the rate the non-breaching party or its subsidiary paid the person during his or her last full month of employment with the non-breaching party or its subsidiary.

Operating Manuals. You will provide all operating and maintenance manuals and related materials, including diagnostic software and other tools, pertaining to each item of Equipment. We will acquire any additional necessary operating and maintenance materials that are available at your expense. All such operating and maintenance materials will remain or become your property.

Data Access. You agree to permit GE Healthcare to connect to the Equipment, or to otherwise access data related to the Equipment or the Support provided, to allow GE Healthcare to gather, aggregate, compile, and use Equipment and resource usage data in various ways, including quality initiatives, benchmarking, and reporting services. The data collected by GE Healthcare will be used, during and after the term of any Agreement, in a manner that will maintain patient and customer level confidentiality.

Remote Services Connectivity (InSite™). Failure to provide appropriate remote services connectivity (broadband or modem) will result in a maximum Uptime Commitment of 95% and an increase in your service charges for such Equipment.

System Component Exclusions. System components (Replacement Parts) are covered to the extent provided under this Agreement, with the following exceptions unless expressly indicated on the Schedule:

MR Systems – Chillers, non-GE supplied coils, MR surface coils on non-GE systems (other than the body coil)

MR Systems (unless Magnet Maintenance and Cryogen coverage is indicated on the Schedule) - MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, and cryogens

CT Systems - X-Ray Tubes

PET and PET/CT Systems - Transmission Pin Sources, X-Ray Tubes

Ultrasound Systems - Transducers

XR Systems – X-Ray Tubes, digital detectors and image intensifiers

All Systems - The repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, or software



Additional Exclusions. In addition to the Customer Responsibilities listed in the Standard Terms and Conditions, no Agreement covers the following:

1. Service required under a manufacturer's warranty or with respect to Equipment upgrades, installations, certification surveys or Equipment relocation
2. Consultation, training or other assistance with your use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare
3. Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes
4. Any non-GE hardware or software that was not commercially available from the Original Equipment Manufacturer on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software
5. Software upgrades

Default. You may remove an item of Equipment from service coverage in the event we fail to remedy a material breach of our obligations under this Agreement for such Equipment, which failure continues for 60 days after our receipt of written notice from you of such breach. However, if curing the material breach within 60 days is not reasonably possible, we will have an additional 30 days to remedy the breach. Upon removal of the Equipment, neither party will have any further obligations under this Agreement for such Equipment except for (i) payment obligations arising prior to the date of termination and (ii) obligations, promises or covenants contained in this Agreement which by their terms must extend beyond the termination date. Termination of an item of Equipment under this paragraph will not be deemed a material breach of this Agreement.

Annual CT Usage Adjustment. Normal Fixed Charges have been determined according to your estimate of annual total patient exams volume. GE Healthcare will monitor system usage and tube usage based on patient exams, in amp-seconds or in slices, depending on your system. When usage is measured in amp-seconds or in slices, GE Healthcare will infer an approximate number of total patient exams according to the Patient Conversion Table shown below. Where usage is monitored by amp-seconds or slices, if GE Healthcare determines, based on the Patient Conversion Table, that your actual annual patient exam volume may exceed your estimate or any later-revised usage level, GE Healthcare will request, and you agree to provide, reasonable written verification of the actual annual total patient exams volume. GE may adjust Normal Fixed Charges based on actual usage at anytime, but not more than once every 12 months. Adjustments shall be made to future billings only.

Patient Conversion Table

System Type	Slices or Amp Seconds/ Patient
1 Slice	40 slices/patient
4 Slice	15 amp-seconds/patient
8 Slice	13 amp-seconds/patient
16 Slice	11 amp-seconds/patient
Pro 16 Slice	9 amp-seconds/patient
Discovery PET/CT	6 amp-seconds/patient

CT/X-RAY Tube Support - The following terms apply if indicated on a Schedule:

New Tube (N) Coverage GE Healthcare will install a new tube when the term of this Agreement begins. You agree to pay GE Healthcare for this tube at the end of this Agreement, at GE Healthcare's then-prevailing tube price, upon receipt of GE Healthcare's invoice.

GE Healthcare's Additional Responsibilities for X-Ray Tube Support: GE Healthcare will provide, on an exchange basis, X-Ray tubes GE Healthcare normally sells to replace failed X-Ray tubes in your Equipment. As part of this service, GE Healthcare will perform a basic Equipment inspection to verify the overall operation of the Equipment. Tube Coverage does not cover Equipment service or repair

If a tube failure occurs within 30 days after GE Healthcare installs a tube, GE Healthcare will waive its installation charge for its installation of the replacement tube, provided (i) the replacement tube installation is during GE Healthcare's applicable coverage hours, (ii) GE Healthcare determines that the tube failure was not caused by an Equipment problem, and (iii) GE Healthcare determines that you have fulfilled all of your responsibilities with respect to the affected item of Equipment under this Agreement during the time period involved. If GE Healthcare determines the Equipment has a problem that has materially affected or could materially affect tube operation or usage, you must correct the problem before the replacement tube will be installed.

Your Additional Responsibilities for X-Ray Tube Support:

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

Magnet Maintenance for MR systems with Lhe/Ln and Shield Cooler Configured Magnets and Condenser Configured Magnets (K4 Technology)

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

GE Healthcare Responsibilities

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

Customer Responsibilities

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



Additional Terms and Conditions - Service

Magnet Maintenance for MR Systems With Permanent Magnets. The following terms apply if indicated on a Schedule:

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

Cryogen Coverage for all MR systems – the following terms apply if indicated on a Schedule:

GE Healthcare Responsibilities

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

Customer Responsibilities

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

Cryogen Cost Increases:

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

Accidental Probe Damage Replacement for Ultrasound For Equipment as indicated on the Schedule, GE Healthcare will provide replacement coverage for Equipment-related probe failures that occur as a result of normal use or accidental damage, up to a maximum of two replacements per system per year. Accidental Probe Damage Replacement does not cover lost probes or damage caused by any use that does not conform to OEM guidelines including improper cleaning, disinfecting, or TEE bite marks. Claims must be made via GE Healthcare's standard service dispatch system. Claims reported after the Agreement term, are not covered even if the damage occurred during the term of the Agreement. Replacement of TEE probes is limited to 50% of exchange cost.

Advantage Workstations. GE Healthcare will provide periodic Core Software updates through the Field Modification Instruction ("FMI") process to your Advantage Workstations, to the extent such FMI updates are made generally available to contract customer. "Core Software" means the Advantage Workstation basic operating software and Volume Viewer applications (Volume Analysis, Volume Rendering and Navigator) provided with the covered workstation when originally purchased. FMI coverage may also include advanced applications purchased specifically for use on your covered workstation. GE Healthcare may also, in its sole discretion, provide periodic hardware updates through the FMI process to maintain appropriate workstation, monitor, keyboard and/or mouse functionality. You will be responsible, at your own expense, for ensuring the compatibility of all GE Healthcare upgrades with your network, operating environment and infrastructure. Updates will be installed during GE Healthcare' regular service hours. Updates performed outside of regular service hours at customer request will be completed at GE Healthcare' then-current standard rate for overtime service and are subject to the availability of qualified GE Healthcare personnel.

Software Updates. Operating software updates for GE-manufactured equipment that revise or correct safety issues or enhance the productivity of system operations will be provided at no additional charge during the term of this agreement. Software upgrades that provide additional clinical procedures or applications will be made commercially available at standard applicable rates. Software updates and upgrades for non-GE-manufactured equipment are subject to the policies and conditions imposed by the relevant manufacturer.

GLOSSARY OF TERMS

Applies to Standard Terms and Conditions, Additional Terms and Conditions for Service, Support Summary, and any Schedules

"Block of Overtime ("OT") Hours" means labor and travel hours pre-purchased at a discounted rate to be used in the specified contract year for Support incurred outside of Coverage Hours. Unused hours expire at the end of the contract year for which they were purchased.

"Block of Hours" means the number of prepaid on-site support hours (including both labor and travel) selected by you on the Schedule to be used during the contract year on Equipment. Unused hours expire at the end of the contract year for which they were purchased.

"Equipment" means the hardware and all additions, modifications, substitutions, and replacements identified in the Schedule(s), but do not include the Advanced Service Package, the InSite Package, or any parts of those packages.

"Information Suppliers" means entities that have licensed the information and content which form part of the Information.

"Magnet Monitoring" means proactive monitoring of the magnet using remote diagnostic capability.

"Modality" means the specific equipment group (e.g., MR, ultrasound, etc.) into which the Equipment is categorized.

"Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Agreement.

"Original Equipment Manufacturer" or "OEM" means the original equipment manufacturer of any equipment, software or parts included in the definition of Equipment.

"Payment Period" means the payment periods for Normal Fixed Charges specified in the Support Summary.

"Service Employee" means a full-time employee of you or of an entity under common legal control with you who is employed and paid by you or by an entity under Common Legal Control with you to maintain and repair the Equipment, has the ability and knowledge to maintain and repair the Equipment, and is managed and supervised by other full time employees of you or full-time employees of an entity under common legal control. "Service Employee" does not include part-time employees, employees paid by persons or entities other than those described above, or persons employed by others including those placed on your payroll or the payroll of an entity under Common Legal Control with you for the purpose of obtaining access to the Licensed Materials or admission to GE Healthcare Advanced Service Training.

"Site" means the specific physical location (address) where the Equipment is located

"Support" means maintenance, repair, productivity, and other services, as well as software, hardware, and other items

"Total Normal Fixed Charges" means the total fixed amount to be paid under an Agreement for Support. It does not include additional charges for services, other items not covered by the Agreement but requested by you, or any variable charges.

