

**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No.: A-11012

Authorize the Purchasing Manager for)
 Natividad Medical Center (NMC) to execute)
 Amendment No. 2 to the Agreement with GE)
 Healthcare for Biomedical, Imaging)
 Sterilizer and Laboratory Equipment)
 Maintenance Services at NMC in an amount)
 not to exceed \$2,522,506 for the period)
 December 15, 2010 to December 14,)
 2017.....)

Upon motion of Supervisor Armenta, seconded by Supervisor Potter, and carried by those members present, the Board hereby;

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute Amendment No. 2 to the Agreement with GE Healthcare for Biomedical, Imaging Sterilizer and Laboratory Equipment Maintenance Services at NMC in an amount not to exceed \$2,522,506 for the period December 15, 2010 to December 14, 2017.

PASSED AND ADOPTED this 11th day of January 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, Potter
 NOES: None
 ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on January 11, 2011.

Dated: January 18, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
 County of Monterey, State of California

By Denise Hancock
 Deputy

**AMENDMENT NO. 2
FOR PROFESSIONAL SERVICE AGREEMENT
BETWEEN GE Healthcare AND
THE NATIVIDAD MEDICAL CENTER
FOR**

Biomedical, Imaging Sterilizer and Laboratory Equipment Maintenance

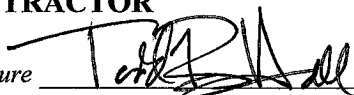
The parties to Professional Service Agreement, dated August 1, 2007 between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and GE Healthcare (Contractor), hereby agree to amend their Agreement No. (A-11012) on the following terms and conditions:

1. Contractor will provide NMC with the scope of service as stated in Attachment A attached to this Amendment No. 2. (Original Agreement No. A-11012).
2. This Amendment shall become effective on December 15, 2010 and shall continue in full force and extending the term date until December 14, 2017.
3. The total amount payable by County to Contractor under Agreement No. (A-11012) shall not exceed the total sum of \$2,522,506 for the full term of the Agreement and \$210,209 for fiscal year 2010-2011.
4. All other terms and conditions of the Agreement shall continue in full force and effect.
5. A copy of this Amendment shall be attached to the original Agreement No. (A-11012).

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment and Professional Service Agreement on the basis set forth in this document and have executed this amendment on the day and year set forth herein.

CONTRACTOR

Signature



Dated

11/16/10

Printed Name

Todd B. Hall

Title

Commercial Manager-Service

NATIVIDAD MEDICAL CENTER

Signature



Purchasing Manager

Dated

1/19/2011

Signature



NMC - CEO

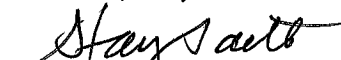
Dated

11/18/10

Approved as to Legal Form:

Charles J. McKee, County Counsel

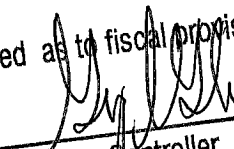
By


Stacy Sacta, Deputy
Attorneys for County and NMC

Dated:

11/24, 2010

Reviewed as to fiscal provisions


Auditor-Controller
County of Monterey
1129-10

INSTRUCTIONS: For convenience, all areas requiring information, initialing or signature by Customer are highlighted within the Agreement pages

AGREEMENT # _____

BILLING ACCOUNT # _____

QUOTE# 99990212A

Customer Information: Name: NATIVIDAD MEDICAL CENTER
 Address: 1441 CONSTITUTION BLVD
 City: SALINAS State: CA Zip: 93912

Is above address correct for billing this contract? ☐ Yes ☒ No If no, please provide correct address below:

Customer Billing Information: Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____

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

	Contact Name	Email address:
1. To be notified when this document is processed:	_____	_____
2. Receive all invoices electronically via email	_____	_____
Individual Invoice ☐ Consolidated Statement View ☐	_____	_____

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 10-31-2010

TERM: The Term of this Agreement is 85 months, commencing on 12-15-2010 (month/day/year) and ending on 12-14-2017 (month/day/year)

ANNUAL NORMAL FIXED CHARGES: See Schedule A for annual charges and start dates for each item of Equipment. Charges are based on Equipment inventory and coverage levels as of the agreement start date and are subject to change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement.

PAYMENT PERIODS: Monthly Normal Fixed Charges are payable in arrears in 85 installments as follows: (1-1, \$14,467.97), (2-84, \$30,029.83), (85-85, \$13,561.86), plus applicable taxes and subject to adjustment as provided in the Agreement. The above is for illustrative purposes only and may likely change based upon additions or deletions to covered equipment inventory, inflation adjustments or other factors that may change your annual support services charges. You will be billed for services beginning with the commencement date. Payment will be due the first of each month. If the commencement date is not the first of the month, the first and last payments will be prorated accordingly. This may increase the total number of periodic payments by one, but will not increase total Normal Fixed Charges.

EQUIPMENT COVERAGE: See attached Schedule (s) to this Support Summary for the description of the Equipment, Service Support coverage and hours, and periodic charges applicable to this Support Summary.

AGREEMENT: This agreement is by and between the customer and GE Healthcare. GE Healthcare agrees to provide and customer agrees to pay for the products and/or services set forth in this agreement in accordance with the terms and conditions set forth herein. This agreement is comprised of (1) this Support Summary, (2) any applicable Addendum, (3) any Schedule(s) referred to herein that identify the Equipment as well as the product and/or service offerings purchased or licensed by customer, (4) the included statement(s) of Deliverables for such products and/or offerings, and (5) the included GE Healthcare Standard Terms and Conditions - Sales and Services and Additional Terms and Conditions - Services. In the event of conflict among the foregoing items, the order of precedence is as numbered above. This agreement constitutes the complete agreement of the parties relating to GE Healthcare's delivery of the products and/or services identified in the GE Healthcare Quotation and supersedes all prior oral or written proposals, statements, agreements, commitments, or understandings with respect to the matters provided for herein. This agreement is not tied to an umbrella purchasing agreement or other group purchasing agreement unless expressly indicated.

Electronic Funds Transfer Authorized? ☐ Yes ☒ No

PAYMENT TERMS: Payment is due within 30 days of invoice date.

PURCHASE ORDER: Is a Purchase Order required for proper payment of this agreement? ☐ Yes ☒ No

PO# _____ (please attach copy) PO Expiration Date _____

CUSTOMER
 Approved by: Harry Weiss
 (Typed or Printed Name)

Title: CEO
 (Typed or Printed)

Signature: [Signature]
 (Authorized Signature)

Date: 11/18/10

GE HEALTHCARE
 Approved by: Todd B. Hall
 (Typed or Printed Name)

Title: Commercial Manager-Service
 (Typed or Printed)

Signature: [Signature]
 (Authorized Signature)

Date: 11/16/10

Prepared By: Shannon Pratt



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

1. 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.

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

3. 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.

4. Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims brought against Customer for infringement of intellectual property rights arising from Customer's use of the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software purchased or licensed by Customer from GE Healthcare in accordance with their specifications and within the license scope granted in this agreement. If any such claim materially interferes with Customer's use of the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the GE Healthcare product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing GE Healthcare product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five year's straight-line depreciation), for the GE Healthcare product that gave rise to the claim. Any such claims against Customer arising from Customer's use of the GE Healthcare manufactured equipment and/or proprietary software after GE Healthcare has notified Customer to discontinue use of such equipment and/or software and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any claim of infringement associated with the GE Healthcare manufactured equipment and/or proprietary software and/or any use thereof. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the third party infringement claim after receipt of notice of such claim, allowing GE Healthcare to control the defense and disposition of such claim, and reasonably cooperating with GE Healthcare in the defense. 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.



5. 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, subject to the terms of Sections 2, 4 and 21.3, by written notice terminate this agreement. All orders are subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and the proposed order or related service agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. Customer acknowledges that the products are or may be subject to regulation by the FDA and other federal or state agencies. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA or other regulations or for any non-medical, entertainment, or amusement purposes. Further, Customer represents that it is purchasing the products for its own use consistent with the terms of this agreement and that it does not intend to re-sell the products to any other party or to export the products outside the country to which GE Healthcare delivers the products. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with the order or related service agreement, GE Healthcare may terminate this agreement (including warranty services hereunder) immediately upon written notice to Customer.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

11. 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 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

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

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

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

21.2 Transportation, Title and Risk of Loss: Unless otherwise indicated in the GE Healthcare Quotation, shipping terms are C.I.F. (Cost Insurance Freight). 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 or other ownership interest in such software passes to Customer.

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

- Customer will prepare the location for the installation consistent with GE Healthcare's written specifications and applicable law. Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. For products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible for ensuring that its hardware and software conform with GE Healthcare's minimum hardware and software requirements as made available to Customer. Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between its Customer supplied hardware or software or other systems or devices and the GE Healthcare product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless Customer has elected to purchase network preparation and certification services from GE Healthcare as set forth in the GE Healthcare Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.



- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.
- For products that GE Healthcare is obligated to install under the terms of this agreement, if GE Healthcare delivers the product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to the product purchase price less the fair market value of the applicable installation services, taking into account the type of product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV pursuant to the dispute resolution provisions of Section 18. Subject to the terms of Section 18 and notwithstanding any other provision of this agreement to the contrary, the deduction of the Installation Service FMV shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this agreement.

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



1. 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 a 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.

2. Equipment Inspection. Equipment covered under this Agreement must be in safe, normal operating condition and substantially in compliance with Original Equipment Manufacturer ("OEM") specifications ("Operating Condition") when added to the Schedule. 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, 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.

3. Indexation. 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 the prior 12-month increase in the US Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. GE Healthcare will notify customer approximately 60 days prior to any adjustment. This adjustment shall be no more than 5% annually. The valid address for any such notification will be the same address that GE Healthcare sends agreement invoices.

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

5. Customer Responsibilities. Prior to the commencement of any services hereunder, Customer shall provide to GE Healthcare (and those employees that will be working on Customer's site) a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury, etc.) located in or on Customer's site that GE Healthcare's employees may be exposed to and/or expected to handle and any associated Material Safety Data Sheets.

6. 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 of Equipment from service at your facility, you may remove such 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. Should the item of Equipment you remove from the Equipment Schedule be the last item under this Agreement, this Agreement will automatically terminate upon the removal of the item from the Equipment Schedule. 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.

7. 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.

8. End of Support Announcement (GE Equipment). 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.

9. 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 not to take any 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 such other existing agreement.

10. Termination Prior to the End of Term. You are not permitted to terminate this Agreement prior to the end of the term hereof other than as expressly provided pursuant to the termination provisions hereof. In the event GE Healthcare terminates this Agreement upon your material breach in accordance with the termination provisions hereof, then, in addition to any other charges or fees that may have accrued up to the date of such termination, you will immediately render payment to GE Healthcare in an amount equal to of **50% of the Normal Fixed Charges** due under the remaining term of this Agreement (from the date of such termination). GE Healthcare and Customer agree that this liquidated damages provision represents reasonable compensation for the loss that would be incurred by the GE Healthcare due to any such breach. Customer also agrees that nothing in this section is intended to limit GE Healthcare's other rights, remedies or relief at law or in equity as may be appropriate.



11. Solicitation of 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.

12. 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.

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

14. 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 cryogenics

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, radiation shields, overhead lights or software. Additionally, GE Healthcare is not responsible for any cosmetic repairs to the Equipment.

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

For MR systems, these warranties do not cover any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer.

15. Additional Exclusions. In addition to the Customer Responsibilities listed in the Standard Terms and Conditions, this Agreement does not cover 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

16. 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.

17. 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

18. 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.

19. 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:

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

Customer Responsibilities:

- 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.
- 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.

20. 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.

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

GE Healthcare Responsibilities:

- Refill the cryostat with cryogenics as necessary.
- Schedule the delivery of cryogenics to the site
- Transfer cryogenics 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 cryogenics during transfer to the cryostat, and GE makes no representation regarding transfer efficiency.

Customer Responsibilities:

- Inform GE Healthcare in writing of your designated cryogen representative for the delivery of cryogenics 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).
- Provide an appropriate delivery dock and storage facility.

22. Cryogen Cost Increases. In the event that GE Healthcare's cost for cryogenics 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.

23. 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.

24. 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 customers. "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.

25. 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

"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.
other items not covered by the Agreement but requested by you, or any variable charges.



For Equipment identified on the attached Schedule as "Full Service with Parts (FSWP)", "Full Service no Parts (FSNP)", Planned Maintenance with Parts (PMWP)", Planned Maintenance no Parts (PMNP)" or Electrical Safety no Parts (ESNP)", GE Healthcare will provide the following:

Service Coverage Options

FSWP 24x7

Full Service with Parts, 24 hours per day, 7 days a week. This coverage includes all repair labor and required parts to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections.

FSNP 24x7

Full Service No Parts, 24 hours per day, 7 days a week. This coverage includes all repair labor required to perform covered repairs, planned maintenance inspections including performance verification. Parts are not included.

FSWP 8x5

Full Service with Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor and required parts to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections.

FSNP 8x5

Full Service No Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor to perform covered repairs, planned maintenance inspections including performance verification, and electrical safety inspections. Parts are not included.

PMWP 24x7

Planned Maintenance with Parts, 24 hours per day, 7 days a week. This coverage includes all labor and required parts to perform planned maintenance inspections including performance verification, and electrical safety inspections.

PMNP 24x7

Planned Maintenance without Parts, 24 hours per day, 7 days a week. This coverage includes all labor required to perform planned maintenance inspections including performance verification, and electrical safety.

PMWP 8x5

Planned Maintenance with Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor and required parts to perform planned maintenance inspections including performance verification, and electrical safety inspections.

PMNP 8x5

Planned Maintenance without Parts, 8 hours per day, 5 days a week. This coverage, performed during an 8-hour period agreed to between Customer and GE Healthcare, includes all repair labor to perform planned maintenance inspections including performance verification, and electrical safety inspections. Parts are not included.

ESNP 8x5

Electrical Safety, No Parts. 8 hours per day, 5 days a week. This coverage covers electrical safety inspection of the equipment only. Parts are not included.

Non-covered service events

Service occurring outside the applicable hours of coverage and services not covered by the selected coverage will be billed to the customer at GE Healthcare's then-current contract overtime (OT) rates for the applicable Equipment.

Planned Maintenance Performance Commitment

GE Healthcare will perform all planned maintenance in accordance with this Agreement. If with respect to any rolling 12 month period, measured on a semiannual basis, GE Healthcare should fail to complete planned maintenance on covered Equipment at the facility in the percentages indicated in the table below, GE Healthcare will provide a credit against future Normal Fixed Charges in the amount in the table. Alternatively, at GE Healthcare's sole option, GE Healthcare may refund to you an amount equal to the indicated credit. The credit or refund will be calculated by multiplying the indicated percentage by the Annual Fixed Charge paid with respect to the Equipment covered at the facility as Bio Medical Service during the prior 12 months.

% of PM Compliance in 12-Month Period	Credit
>95%	0
90%-94.9%	0.5%
<90%	1.75%

To be eligible for a credit or refund under the foregoing Commitment, a facility must maintain its cannot locate/unavailable equipment at <1% of its total Bio-Med Equipment inventory during the applicable rolling 12-month. Cannot locate/unavailable equipment means clinical equipment that cannot be located or is unavailable for Planned Maintenance service at the scheduled time. Planned Maintenance scheduled for clinical equipment that is not in operating condition or is in unsuitable condition for maintenance due to non-service related issues shall not be counted as either completed to not completed for the purposes of this calculation.



Notwithstanding the above, you will not be entitled to any remedy if GE Healthcare's failure to provide planned maintenance results from (i) your default, or (ii) any cause beyond GE's Healthcare's control. Other than Customer's remedies under Termination (Standard Terms and Conditions) and Default (Additional Terms and Conditions for Service), the above is your sole and exclusive remedy for GE Healthcare's failure to meet its planned maintenance performance commitment.

AssetPlus CE

The AssetPlus CE portal enables you to access, through the Internet, inventory and equipment management information related to clinical and non-clinical assets. The 3 types of decision support information are collectively referred to as the "Information." GE Healthcare reserves the right to upgrade, modify, replace or delete portions of the Information, web site, and Related Materials at any time during the Term.

- Equipment Management: Asset listings with ownership, location, and characteristics information that can be filtered and sorted by the user.
- Service Histories: Corrective and preventive maintenance management information on clinical and non-clinical assets including labor, parts and cause/corrective action information.
- Basic Reporting: After filtering and sorting data, an export to Excel provides convenient, customized reporting for the user.

Subscription

GE Healthcare provides you a subscription allowing you to access Information obtained by GE Healthcare relating to clinical systems covered under this Agreement through the AssetPlus web site specified by GE Healthcare. During the term of your subscription, you are granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at the Site for internal business use only. User ID and password (or other security process defined by GE Healthcare) will control access to the Information. You will manage password assignment and confidentiality. The subscription does not allow you to input or modify Information accessed through the AssetPlus portal.

You will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to the Information ("Related Materials"); (ii) sell, sub-license, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without the prior written consent of GE Healthcare.

Ownership and Use of Intellectual Property Rights

The Information and Related Materials are the property of GE Healthcare and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GE Healthcare. No rights are transferred to you by virtue of this subscription except as specifically provided in this subscription. You agree to abide by all copyright notices, information, or restrictions.

Third Party Contents and Links

GE Healthcare may provide through this subscription third party content or links to third party content. GE Healthcare is not responsible for this content and may remove such content at any time during the Term. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GE Healthcare.

Customer's Additional Responsibilities

- Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GE Healthcare, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.
- Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.
- Not rely on the Information or Related Materials in your preparation of any reimbursement claim, cost report or similar reports.
- Not add or link to the web site any content or links that infringe the trademark, copyright, patent or other rights of any third party.

GE Healthcare's Additional Responsibilities

- Host the AssetPlus Portal on its own equipment during the Term.
- Provide you access to and use of the Information and Related Materials during the Term consistent with this Agreement.
- Provide you with Support relating to the AssetPlus Portal during Coverage Hours.
- Use commercially reasonable efforts to make available during your business hours the Information and Related Materials during the Term.
- Use commercially reasonable efforts to gather data contemplated this Agreement from your Equipment and other systems.
- Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Disclaimer of Warranties

NOTWITHSTANDING THE LIMITED WARRANTIES SECTION IN THE MASTER TERMS AND CONDITIONS, GE Healthcare EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training

At your request and in conjunction with the activation of your initial subscription, GE Healthcare or its agent will provide one-time per-site training in the use of the AssetPlus Portal, the Information and the Related Materials (regardless of the number of pieces of Equipment for which you have a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with GE's then-prevailing rates for such services.



Customer Name: NATIVIDAD MEDICAL CENTER**SCOPE OF WORK**

1. All systems in the included modalities will be serviced at Full Service With Parts, 8am - 5pm, Monday-Friday, with three exceptions:
 - a. Warranty systems will be managed by GE but parts and labor will be provided by OEM
 - b. End-of-Product-Life (EOP/L) systems will be provided Best Effort Service as defined in the Addendum to this Agreement
 - c. End-of Service-Life (EOS/L) systems will be removed from service and not covered under this Agreement
2. The price listed on the Support Summary includes service for the inventory as of the start date of the contract
3. GE will determine the exact inventory upon start-up and provide a listing of such to customer
4. Equipment removed from the inventory after the start date will adjust the Normal Fixed Charges as described in the Addendum
5. For non-imaging systems added to the Agreement, pricing will be determined by applying a 44.5% from GE's then-current list price

INCLUSIONS & EXCLUSIONS**INCLUSIONS.** The following modalities are included:

General Biomed (e.g., IV pumps, monitors, BP pumps, SCDs, light source, etc)			
Anesthesia Machines	High-end Sterilizers	Plethysmograph	Telemetry
Central Station Monitoring	Intra-Aortic Balloon Pumps	Respirators / Ventilators	Therapeutic Ultrasound Unit
Dialysis	Lab Analyzers (Management Only)	Scope Washers	Tissue Processors
Endoscopes	Lasers (Some Management Only)	Specialty Beds	UPS
General Lab	OR Lights & Tables	Stress Test Unit	
Heart & Lung & Perfusion	Phacoemulsifiers	Surgical & General Microscopes	

EXCLUSIONS. The following modalities are excluded from coverage:

CDs, VCRs & DVDs	General Beds	Office Equipment	Suction Regulators
Computers, Fax & Copiers	Hyperbaric Chambers	PA System	Surgical Sharpening
Cryo-surgical systems	Line Isolation monitors	Pagers/Pager System	Test Equipment
Diagnostic Imaging Equipment	Linear Accelerators	Phones/Phone switches	Tube System
Drug cabinets (Pixis, McKesson)	Mercury-containing devices	Rebuilds and Overhauls	TV System
Film Processors	Microwave Ovens	Robotic Systems	VisX Laser
Fire alarms	Navigation Systems	Security Systems	
Fume Vents/Hoods	Non-Medical Equipment	Software & Upgrades	
Game Systems	Nurse Calls	Stretchers/Walkers	



AGENCY AUTHORIZATION AGREEMENT FOR SERVICE ON NON-GE EQUIPMENT

Customer named below hereby designates GE Healthcare as its duly authorized agent to act on Customer's behalf to conduct the following business matters:

- ◆ Negotiate and enter into service agreements for the equipment specified in the attached proposal or contract.
- ◆ Obtain service support, parts, parts pricing, technical information (including manuals, software, etc.), service histories, and time and material cost for the equipment specified in the attached proposal or contract.
- ◆ Obtain or develop and negotiate and enter into training agreements for the equipment covered by the attached proposal or contract.

This agency authorization is effective as of the date shown below and continues in force until 12-14-2017, unless earlier revoked in writing by an authorized representative of Customer.

CUSTOMER INFORMATION

Name: Wetland Medical Center
(Facility Name)

By: Harry Weiss
(Printed Authorized Name)

Signature: [Signature]
(Authorized Signature)

Title: CEO
(Typed or Printed)

Date: 11/18/10



Natividad Medical Center

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 12/31/2010

Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: BIO176405 Billing Acct: 690190356	GE BIOMEDICAL BIO MEDICAL BUSINESS COMPETIT (CZBIOM)	12/15/2010	Biomedical Services			\$360,358

NET ANNUAL VALUE:

Customer: <u>Hewlett-Packard</u>		GE Healthcare: <u>Commercial Manager - Service</u>	
Approved By: <u>[Signature]</u>	Title: <u>CEO</u>	Approved By: <u>[Signature]</u>	Title: <u>Commercial Manager - Service</u>
Signature: <u>[Signature]</u>	Date: <u>11/16/10</u>	Signature: <u>[Signature]</u>	Date: <u>11/16/10</u>



**ADDENDUM TO THE AGREEMENT
BETWEEN GE HEALTHCARE AND NATIVIDAD MEDICAL CENTER
Quotation No. 99990212A**

~~This Addendum to Quotation ("Addendum") is entered into by and between Natividad Medical Center with an address as listed in the Quotation defined below ("Customer") and GE Healthcare, a division of the General Electric Company with an address at 3000 North Grandview Boulevard, Waukesha, WI 53188 ("GE Healthcare").~~

WHEREAS, GE Healthcare has provided Customer with that certain Quotation # 99990212A (the "Quotation", attached hereto as Exhibit A) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare services listed on such Quotation in accordance with the terms and conditions set forth on the Quotation (the "Agreement"); and

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

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

1. Notwithstanding anything to the contrary, the effective date of this Addendum shall be the Effective Date of the Agreement, as set forth therein.
2. **STANDARD TERMS AND CONDITIONS
SALES AND SERVICE
INDEMNIFICATION**

The following text is added to the end of the above-referenced section:

GE Healthcare agrees to indemnify and save Customer harmless from claims by third persons asserted against Customer that GE Healthcare's service of the Equipment has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of GE Healthcare and is determined by a court of competent jurisdiction to be a legal liability of GE Healthcare, and provided that Customer furnishes to GE Healthcare prompt written notice and requisite authority, information and assistance to defend the claim. Customer agrees to indemnify and save GE Healthcare harmless from claims by third persons asserted against GE Healthcare that service supplied by GE Healthcare has caused bodily injury (including death), if and to the extent such injury is proximately caused by the negligent act or omission of Customer and is determined by a court of competent jurisdiction to be a legal liability of Customer, and provided that GE Healthcare furnishes to Customer prompt written notice and requisite authority, information and assistance to defend the claim.

3. **GOVERNING LAW; DISPUTES; LIMITATION OF LIABILITY**

The first sentence of the above-referenced section is deleted and replaced with the following text:

The state of California will govern any dispute between the parties.

**4. ADDITIONAL TERMS AND CONDITIONS-SERVICE
TERMINATION PRIOR TO THE END OF TERM**

This Section shall hereby be replaced with the following:

"Notwithstanding any other clause in this Agreement (including the Appropriation of Funds section), effective December 15, 2012, Customer shall have the right to terminate this Agreement at its convenience upon thirty (30) days prior written notice to GE Healthcare. Upon termination, neither party shall have any further obligations under this agreement 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."

5. INSURANCE

The following section is added to this agreement with the heading above and the text below:

GE Healthcare shall maintain insurance coverage in accordance with the Certificate of Insurance against all claims that may arise out of or result from the performance of its obligations under the agreement for which GE Healthcare may be legally liable. GE Healthcare's Standard Certificate of Insurance is attached hereto as Exhibit [B].

6. HIPAA

The following section is added to this agreement with the heading above and the text below:

GE Healthcare and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to the parties, and their relationships and operation under this Agreement. GE Healthcare and Customer acknowledge that they have entered into, or will enter into a Business Associate Agreement that satisfies the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations.

7. EQUAL OPPORTUNITY PROVIDER/NON-DISCRIMINATION

The following section is added to this agreement with the heading above and the text below:

GE Healthcare shall comply with all applicable laws and regulations regarding equal opportunity and nondiscrimination. GE Healthcare's "Reaffirmation of Equal Employment Opportunity Policy" letter is attached hereto as Exhibit [C].

8. COMPLIANCE WITH LAWS

The following section is added to this agreement with the heading above and the text below:

GE Healthcare will comply with the requirements of Federal and State laws and regulations that are applicable to it and require compliance by it as a manufacturer, vendor, and service provider of medical devices.

9. APPROPRIATION OF FUNDS.

A new section is added with the heading above and the text below:

The parties understand and acknowledge that Customer has been appointed from the County of Monterey (the "County") \$2,522,506 towards the purchase of service under this Agreement (the "Appropriated Funds"), which is expected to cover the entire seven-year Term of this Agreement. Any and all fees for this Agreement shall be paid from Customer's Appropriated Funds during the Term of this Agreement. In the event the Appropriated Funds are depleted

prior to the expiration date of the Agreement, Customer shall make its best efforts to obtain sufficient funds from the County to pay all charges due and anticipated for the remainder of the Term. In addition, Customer shall notify GE Healthcare in writing approximately one (1) year before (or as soon as reasonably practical) that Customer anticipates that the Appropriated Funds will be depleted prior to the expiration date of the Agreement.

In the event Customer does not receive sufficient funds from the County to pay all charges due under the terms of this Agreement, Customer may terminate this Agreement upon expiration of any funds appropriated prior to the non-funding, or Customer may negotiate with GE Healthcare to restructure the Agreement. Customer will promptly notify GE Healthcare in writing of the non-appropriations of funds from the County. Customer will not appropriate funds for the purchase or service of the product(s) or substantially similar product(s), to any other vendor. Provided Customer is not in default of any of Customer's obligations under this Agreement on or before the effective date of termination, Customer may terminate this Agreement without liability for future payments or any early termination fees, by giving GE Healthcare at least one hundred and twenty (120) days' prior written notice of termination.

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

IN WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written:

GE HEALTHCARE

By: Todd B. Hall
Name: Todd B. Hall
Title: Commercial Manager, Service
Date: 11/16/10

NATIVIDAD MEDICAL CENTER

By: James B. Tatum
Name: James B. Tatum
Title: Dir. Purchasing
Date: 11/16/10

Case #9915513

3

11/15/2010

David A.
Benzinger

GE PROPRIETARY AND CONFIDENTIAL

prior to the expiration date of the Agreement, Customer shall make its best efforts to obtain sufficient funds from the County to pay all charges due and anticipated for the remainder of the Term. In addition, Customer shall notify GE Healthcare in writing approximately one (1) year before (or as soon as reasonably practical) that Customer anticipates that the Appropriated Funds will be depleted prior to the expiration date of the Agreement.

In the event Customer does not receive sufficient funds from the County to pay all charges due under the terms of this Agreement, Customer may terminate this Agreement upon expiration of any funds appropriated prior to the non-funding, or Customer may negotiate with GE Healthcare to restructure the Agreement. Customer will promptly notify GE Healthcare in writing of the non-appropriations of funds from the County. Customer will not appropriate funds for the purchase or service of the product(s) or substantially similar product(s), to any other vendor. Provided Customer is not in default of any of Customer's obligations under this Agreement on or before the effective date of termination, Customer may terminate this Agreement without liability for future payments or any early termination fees, by giving GE Healthcare at least one hundred and twenty (120) days' prior written notice of termination.

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

IN WITNESS WHEREOF, Customer and GE Healthcare have caused this Addendum to be executed by their duly authorized representatives as of the day and year first above written.

GE HEALTHCARE

By: Todd B. Hall

Name: Todd B. Hall

Title: Commercial Manager - Service

Date: 11/16/10

NATIVIDAD MEDICAL CENTER

By: Harry Weiss

Name: Harry Weiss

Title: CEO

Date: 11/18/10

EXHIBIT B
CERTIFICATE OF INSURANCE

Case # 9915513

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11/15/2010

David A. Benzinger
Digitally signed by David A. Benzinger
DN: cn=David A. Benzinger, email=
Benzinger.David@ge.com, o=General Electric,
ou=General Electric, c=US

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EXHIBIT C
REAFFIRMATION OF FAIR EMPLOYMENT PRACTICES POLICY

Case # 9915513

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11/15/2010

David A.
Benzinger

Digitally signed by David A.
Benzinger
DN: cn=David A. Benzinger,
o=GE Healthcare, ou=Service
Risk Analyst,
email=David.Benzinger@ge.com,
c=US
Date: 2010.11.15 22:16:28 -0500

GE PROPRIETARY AND CONFIDENTIAL

REAFFIRMATION OF
FAIR EMPLOYMENT PRACTICES POLICY

A written Affirmative Action Program for "Fair Employment Practices" (FEP) is in place for all GE Healthcare facilities as required by law. Total cooperation and support of Affirmative Action Program efforts are essential in assuring fair employment practices in all operating units. Such action shall include, but not be limited to, the following:

- (1) Recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, age, orientation, national origin, disability, veteran status or other characteristic protected by law.
- (2) Base decisions on employment so as to further the principle of fair employment practices.
- (3) Ensure that promotion decisions are in accord with the principle of fair employment practices by imposing only valid requirements for promotional opportunities.
- (4) Ensure that all personnel actions such as compensation, benefits, transfer, layoff, return from layoff, company sponsored training, education, tuition assistance, social and recreation programs, will be administered without regard to race, color, religion, sex, age, sexual orientation, national origin, disability, veteran status or other characteristic protected by law.

In further achieving these goals, it is the policy of the Company to provide a work environment which respects the dignity of individuals with diverse characteristics and cultural backgrounds and which is free of behavior, such as sexual harassment, which is offensive to an individual's dignity and self-esteem.

All managers are held accountable for fair employment practices efforts and results as outlined in the Fair Employment Practices policy. Managers must foster an atmosphere in which fair employment extends to all.

Patricia Pearman, Manager, Global Culture & Diversity has been appointed Compliance Management Coordinator. Patricia will keep me informed of the progress of the Affirmative Action Program through the programs, systems, and practices currently operational as well as any additional ones shown to be necessary to meet the facility's goals and commitments. The Veterans and Disabled Affirmative Action Plan will be made available to employees or applicants for review upon receipt of a written request.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities: (1) filing a complaint; (2) assisting or participating in an investigation, compliance review, hearing, or any other activity related to the administration of section 503 of the Rehabilitation Act of 1973, as amended (section 503) or any other Federal, State or local law requiring equal opportunity for disabled persons; (3) opposing any act or practice made unlawful by Section 503 or its implementing regulations in this part of any other federal, state or local law requiring equal opportunity for disabled persons; or (4) exercising any other right protected by section 503 or its implementing regulations in this part.



John M. Dineen
President & CEO, GE Healthcare

Effective: January 1, 2009