

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

Agreement No.: A-11012

- a. Approve and authorize the Purchasing Manager to execute the Agreement between the County of Monterey and GE Healthcare for maintenance of Biomedical, Imaging Sterilizer, and Laboratory equipment at Natividad Medical Center in an amount not to exceed \$4,355,000 for period September 1, 2007 to August 31, 2012; and
- b. Authorize the Purchasing Manager to issue a purchase order in the amount of \$676,300 for the term September 1, 2007 through June 30, 2008; and
- c. Modify standard County termination language; and
- d. Modify County Insurance Endorsement Requirements.

Upon motion of Supervisor Salinas seconded by Supervisor Calcagno, and carried by those members present, the Board hereby:

- a. Approves and authorizes the Purchasing Manager to execute the Agreement between the County of Monterey and GE Healthcare for maintenance of Biomedical, Imaging Sterilizer, and Laboratory equipment at Natividad Medical Center in an amount not to exceed \$4,355,000 for period September 1, 2007 to August 31, 2012; and
- b. Authorizes the Purchasing Manager to issue a purchase order in the amount of \$676,300 for the term September 1, 2007 through June 30, 2008; and
- c. Modifies standard County termination language; and
- d. Modifies County Insurance Endorsement Requirements.

PASSED AND ADOPTED this 28th day August 2007, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, and Potter

NOES: None

ABSENT: Supervisor Smith

I, Lew C. Bauman, 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 73 for the meeting on August 28, 2007

Dated: August 29, 2007

Lew C. Bauman, Clerk of the Board of Supervisors,
County of Monterey, State of California

By


Darlene Drain, Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and GE HEALTHCARE (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows: Provide SEE ATTACHED AGREEMENT

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ _____.

3. **TERM OF AGREEMENT.** The term of this Agreement is from 9/1/2007 to 8/31/2012, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Exemption/Modification (Justification attached; subject to approval).

9.02. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. NON-DISCRIMINATION. During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. INDEPENDENT CONTRACTOR. In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14. NOTICES. Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title	JEFF EVANS, HSAM Name and Title
Address	429 RIDGEVIEW DR., PH, CA 94523 Address
Phone	925-324-2474 Phone

15. MISCELLANEOUS PROVISIONS.

15.01. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner

or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

15.03. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13. Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15. Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

15.16. Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

15.17. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Purchasing Manager

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: W. Allen Bidwell
Deputy County Counsel

Date: 08-20-2007

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management¹

Date: _____

CONTRACTOR

GE HEALTHCARE
Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

JEFF EVANS, HSAM
Name and Title

Date: 8-17-07

By: _____
(Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

For Equipment identified on the attached Schedule as "Primary Care", GEHC will provide the following:

Corrective Maintenance Service

GE Healthcare or our Service Supplier(s) will provide unscheduled repair service as required for Equipment covered under this agreement.

Corrective Coverage Weekdays - are as indicated on the schedule for each item of Equipment. Corrective Service provided outside Coverage Hours is billed at standard contract overtime rates.

Corrective Coverage Weekends and Holidays - are as indicated on the schedule for each item of Equipment. Corrective Service provided outside of Coverage Hours is billed at standard applicable contract overtime rates.

FE Onsite Response - The typical response time during Coverage Hours from your initial call for Corrective Service to FE arrival at the Site to begin servicing the Equipment. If you request faster response, GEHC will charge an expediting fee. Specific FE Onsite Response is as indicated on the schedule for each item of Equipment.

InSite - GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability is provided on Equipment as indicated on the Schedule. InSite support is available during online support modality hours of operation.

iLinq - A communication tool that resides on the Equipment operator console. This tool provides the following features (subject to change without notice): (i) Contact GE, which provides a direct link to GEHC via an interface on the operator console for you to request Support and for GEHC to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GEHC to send information to your operator console; and (iii) Applications Self-help, which provides the capability to search the GEHC database for applications information and guidance related to the Equipment.

Planned Maintenance Service

GEHC Healthcare or our service supplier(s) will provide planned maintenance on each item of Equipment with PM coverage pursuant to OEM specifications at OEM-recommended intervals and at mutually agreeable times during Planned Maintenance Coverage Hours.

PM Coverage Weekdays - are as indicated on the schedule for each item of Equipment.

PM Coverage Weekend and Holiday - are as indicated on the schedule for each item of Equipment.

Planned Maintenance Performance Commitment - We will perform all planned maintenance in accordance with this Agreement. During each half year of the Agreement, should GE Healthcare fail to complete planned maintenance on an item of Equipment, GE Healthcare will reduce the then-current Normal Fixed Charges for the affected item of Equipment during the next 6-month period of the Agreement as follows:

% of PM Completed in 6-Month Period	Credit
>95%	0
90%-94.9%	3%
85%-89.9%	6%
<85%	10%

Notwithstanding the above, you will not be entitled to any remedy if GE Healthcare's failure to provide planned maintenance results from (i) your cancellations, requested rescheduling or other unavailability of the Equipment, (ii) your default, or (iii) 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.

Replacement Parts

GEHC Healthcare will provide replacement parts required to repair or maintain Equipment. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GEHC property and are removed from the Site. Replacement parts do not include probes unless expressly indicated on the Schedule.

Parts Delivery - Priority - Non-special order parts will be shipped via priority overnight subject to shipment cut-off times applicable to that distribution center. Expedited parts delivery is available upon request for an additional fee. Special order parts are products with very low demand and not regularly stocked by GE Healthcare and will be provided with best-effort delivery.

Uptime Performance

Uptime Performance Promise Should an item of diagnostic imaging Equipment fail to achieve our uptime performance commitment, as provided in the Schedule, due to our service defects (or, for GEHC Equipment only, our design or manufacturing defects), we will provide a reduction in the amount of the then-current Total Normal Fixed Charges for the affected Equipment during the next annual (12-month) period of this Agreement or any renewal as follows:

% less than Uptime Commitment	Penalty
0%	0
0.1 - 5.0%	5%
5.1 - 10.0%	10%
More than 10%	15%



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 Uptime Performance Promise.

Uptime Commitment Calculations

Uptime shall be calculated as follows:

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

Uptime Base = ("a" hours per day X "b" days per week X 52 weeks) - (Planned Maintenance hours during prior 365 days). Where "a" hours per day and "b" days per week are determined by your elected Corrective Coverage Hours for each item of Equipment.

Downtime = total number of hours Equipment is inoperable and out of service during the Uptime Base Hours due to service defects or, for GEHC Equipment only, defects in design or manufacturing.

An item of Equipment will be considered inoperable and out of service under the Uptime Performance Promise if, due to defects as specified above, the Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote console, magnetic tape drive, hard copy devices, multi-format and laser cameras are excluded from the terms of the uptime performance promise. Repair and adjustments required for anything other than Equipment failure, and damage or inoperability due to any cause other than defects as specified will be excluded from the uptime performance promise calculation, including but not limited to damage through misuse, operator error, inadequate environmental or air conditioning protection or failure, power failure and acts of God.

Planned maintenance time will not be included in the calculation of downtime. If our responding service representative agrees the Equipment is inoperable due to a covered defect, the Equipment will be considered out of service from the time the request for service was received at our designated facility until the Equipment is once again turned over to you for operation. Should you fail to give us immediate and unencumbered access to the Equipment or continue to obtain scans after notifying us of any Equipment failure, the Equipment will be considered to be in service.

Applications Support (for GE manufactured systems only)

TiP Answer Line - Toll-free access to applications experts for phone support. Support is available during modality hours of operation. Call 1-800-682-5327.

OnSite Applications - Annually, during the term of this Agreement, GE Healthcare will provide a single consecutive onsite TiP Applications training visit of the length listed on the Schedule (if selected). Training is university style curricula which covers clinical usage and operation of your GE diagnostic equipment. GE Healthcare's travel and living costs for onsite visits are included in your service fees.

Customer Additional Responsibilities for Applications Support

- Any unused training entitlement in a particular contract year will be forfeited.
- At the start of each contract year, you must select either the TiP Virtual Assist or onsite option and promptly notify GE Healthcare of your selection.
- Training must be scheduled with GE Healthcare a minimum of three weeks before delivery is expected. At time of scheduling, Customer must identify the type of Equipment for which the training will be conducted.
- Each onsite day consists of 8 hours. These days will be delivered on regular weekdays, excluding official GE holidays.
- TiP Virtual Assist training sessions must be scheduled in one-hour increments.
- Delivery of TiP Virtual Assist requires a broadband Internet connection to the Equipment for which training is sought. It is Customer's responsibility to provide an acceptable Internet connection to enable TiP Virtual Assist training.

Handheld Accidental Damage Replacement Coverage

For Equipment identified on the Schedule as having Accidental Damage Replacement coverage, GEHC will provide the following.

Replacement coverage during the term of the Agreement for handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) system and probe failures that occur as a result of normal operations, handling or storage, and accidental damage (for example, cracking from high impact drops or probe cable rupture from rolling equipment over cable).

The program does not cover abuse or loss or theft of the handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) or any peripherals, probes, or other item, nor does it cover damage to any part of the system caused by improper cleaning, disinfecting, misuse or any other use that does not conform to the manufacturer guidelines.

The maximum number of replacement events (handheld or probe) that will be provided during any twelve-month period is two (2). Claims must be made through GEHC's standard service dispatch system. No claims that are reported after expiration or termination of the Agreement will be covered under the program, even if the damage occurred prior to expiration or termination.

Replacement of TEE probes is limited to 50% of exchange cost.

Handheld Loaner Program

For Equipment identified on the Schedule as having Loaner Program coverage, GEHC will provide the following.



Scheduled or unscheduled repair or maintenance of your covered handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) system. Coverage requires that the handheld be returned to GEHC for service, GEHC will provide you with a temporary replacement handheld system ("loaner program") substantially similar to the covered system you return to GEHC. Shipping costs are included in service coverage.

Service of returned items will be completed within 24 hours of GEHC's receipt of the returned system whenever possible.

You are responsible for proper packing of both the returned system and the temporary replacement system. When returning your system for service or the system, please use the original packing material or any alternative recommended by GEHC. Failure to return the Loaner System within 14 days of the date GEHC returns your system to you will result in monthly rental fees equal to 1/12 of the original list purchase price of the Loaner System.

All shipments must be sent insured for the replacement value of the system being shipped.

Handheld On-Site Service Support

Corrective service on handheld devices is provided through GE Healthcare's depot repair facility. Shipping to and from the depot is included. For Equipment identified on the Schedule as having On-Site Service Support coverage, GE Healthcare will provide service engineer coverage during the contracted Coverage Hours.



For Equipment identified on the attached Schedule as "EOPL Care", the following applies:

Corrective Maintenance Service

GE Healthcare or our Service Supplier(s) will provide unscheduled repair service as required for Equipment covered under this agreement. Corrective Coverage Weekdays - are as indicated on the Schedule for each item of Equipment. Corrective Service provided outside Coverage Hours is billed at standard contract overtime rates.

Corrective Coverage Weekends and Holidays - are as indicated on the Schedule for each item of Equipment. Corrective Service provided outside of Coverage Hours is billed at standard applicable contract overtime rates.

InSite (if applicable) - GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability is provided on Equipment as indicated on the Schedule. InSite support is available during online support modality hours of operation.

iLinq (if applicable) - A communication tool that resides on the Equipment operator console. This tool provides the following features (subject to change without notice): (i) Contact GE, which provides a direct link to GE Healthcare via an interface on the operator console for you to request Support and for GE Healthcare to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GE Healthcare to send information to your operator console; and (iii) Applications Self-help, which provides the capability to search the GE Healthcare database for applications information and guidance related to the Equipment.

Planned Maintenance Service

GE Healthcare will provide planned maintenance on each item of Equipment with PM coverage pursuant to OEM specifications at OEM-recommended intervals and at mutually agreeable times during Planned Maintenance Coverage Hours.

PM Coverage Weekdays - are as indicated on the Schedule for each item of Equipment.

PM Coverage Weekend and Holiday - are as indicated on the Schedule for each item of Equipment.

Replacement Parts

GE Healthcare will provide replacement parts required to repair or maintain Equipment, based on reasonable efforts through our primary suppliers. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GE Healthcare property and are removed from the Site. Replacement parts do not include tubes, image intensifier tubes, crystals, probes and batteries, unless expressly indicated on the Schedule.

Applications Support

TIP Answer Line (if applicable) - Toll-free access to applications experts for phone support. Support is available during modality hours of operation. Call 1-800-682-5327.

GE Commitment

GE Healthcare will use commercially reasonable efforts to perform its obligations under this Statement of Service Deliverables—EOPL Care. In the event GE Healthcare determines it can no longer provide effective planned maintenance or corrective maintenance services, GE Healthcare can remove the affected item(s) of equipment from coverage upon 60 days' written notice to you.



For Equipment identified on the attached Schedule as "Limited Call", GE Healthcare will provide the following:

Planned Maintenance Service

Planned maintenance (PM) inspections (labor only) pursuant to the manufacturer's specifications or as otherwise agreed.
PM Coverage Hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.
Corrective Service labor for problems identified during the PM inspection.

Corrective Maintenance Service

Corrective Service is provided for the number of service calls listed on the Schedule. A service call includes labor and parts, (except tubes, image intensifier tubes, crystals, probes and batteries).
Corrective Service Coverage Hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

For GE Ultrasound equipment only, parts include one general-purpose transducer (other than TEE transducers) exchange per year, if required.
For non-GE ultrasound systems, probes are excluded.

A service call is a call from the Customer to GE Healthcare's service center for corrective service for one or more Equipment problems that are diagnosed and, if possible, remedied by a GE Healthcare service engineer in a single visit. Subsequent visits to fix a previously diagnosed problem shall be considered part of the same service call. Requests for corrective service outside of coverage hours will be performed at the then-standard GE Healthcare rates.

For non-GE manufactured Equipment, Corrective Service requested, or repair parts needed, beyond the allocated number of service calls will be provided at then-standard GE Healthcare rates.

For GE manufactured Equipment; Corrective Service requested, or repair parts needed, beyond the allocated number of service calls will be provided at 80% of then standard GE Healthcare rates for labor and 80% of GE Healthcare's then-prevailing list price for parts (except tubes, image intensifier tubes, digital detectors, crystals, probes and batteries).



INSTRUCTIONS: For convenience, all areas requiring information, initialing or signature by Customer are highlighted within the Agreement pages
AGREEMENT # QUOTE # 11052397

GLOBAL ORDER NUMBER (for internal use only)

Customer Name: NATIVIDAD MEDICAL CENTER
Information: Address: 1441 CONSTITUTION BOULEVARD
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 Name:
Information: Address:
City: State: Zip:

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by _____

PAYMENT TERMS: Payment is due within 30 days of invoice date. (customer initials required)

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

PO# (please attach copy) PO Expiration Date

TERM: The Term of this Agreement is 60 months, commencing on 9/1/2007 (month/day/year) and ending on 8/31/2012 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: Normal Fixed Charges are payable in 60 monthly installments as follows: (Months 1-3, \$22,382.60). (Months 4-60, \$61,787.22), plus applicable taxes and subject to adjustment as provided in the Agreement. . 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.

Electronic Funds Transfer Authorized? ☒ Yes ☐ No

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.

CUSTOMER

Name: (Facility Name)

Approved by: (Typed or Printed Name)

Signature: (Authorized Signature)

Title: (Typed or Printed)

Date:

GE HEALTHCARE

Approved by: (Typed or Printed Name)

Title: (Typed or Printed)

Signature: (Authorized Signature)

Date:

Prepared By:



General Electric Company

APPROVED AS TO FORM

W. ALLEN BIDWELL 08-14-2007

DEPUTY COUNTY COUNSEL
COUNTY OF MONTFERY

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

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

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

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

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



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

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

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

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

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

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

- Provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare products and services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, ensure that any non-GE Healthcare provided service is performed by, and GE Healthcare products are used by, qualified personnel in accordance with applicable user documentation.
- Provide GE Healthcare prompt and unencumbered access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products (modem line, internet connection, vpn persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. GE Healthcare may separately charge Customer for a scheduled service call where Customer does not provide such access and GE Healthcare is therefore required to schedule an additional service call.
- Provide a secure area reasonably near the products for GE Healthcare's proprietary service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect this GE Healthcare property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable GE Healthcare protocols provided to Customer and designate a Customer representative and alternate as GE Healthcare's support contacts with the necessary skills to assist GE Healthcare in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (GE Healthcare's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the product and preventing interception of communications between GE Healthcare's service center and the product.
- Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of products provided under this agreement. During the term of this agreement, Customer will take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will perform any service at the Customer site, including, but not limited to, (i) instructing any GE Healthcare personnel who will be present at the Customer site about Customer's safety procedures and practices, (ii) providing GE Healthcare with current written information identifying all known existing hazardous materials (including wastes) on or near the Customer site that could affect the GE Healthcare personnel, (iii) taking all necessary and/or legally required actions to properly store, remove



and/or remediate any safety conditions and hazardous materials so that GE Healthcare may safely perform its services, and (iv) maintaining a workplace and operating environment in accordance with Federal, State and/or local requirements. GE Healthcare shall have no obligation to perform services until Customer has complied with each of the items identified above.

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

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

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

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

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

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

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

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

Governing Law; Disputes; Limitation of Liability. The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to



the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR STAND-ALONE PRODUCT OR SERVICE OFFERINGS, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS OR REVENUE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

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

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

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

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

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

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

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



products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.

- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

MR Systems - Chillers, non-GE supplied coils, MR surface coils on non-GE systems (other than the body coil)
MR Systems (unless Magnet Maintenance and Cryogen coverage is indicated on the Schedule) - MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, and 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, or software

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

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

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

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

Patient Conversion Table

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

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

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

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

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

Your Additional Responsibilities for X-Ray Tube Support:

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

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

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

GE Healthcare Responsibilities

1. Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils)
2. Monitor the level of cryogens within the magnet's cryostat, based on your cryostat meter readings.
3. Perform cryostat vacuum re-pumping at intervals OEM deems appropriate.



4. Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

Customer Responsibilities

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

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

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

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

GE Healthcare Responsibilities

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

Customer Responsibilities

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

Cryogen Cost Increases:

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

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

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

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

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

"Service Employee" means a full-time employee of you or of an entity under common legal control with you who is employed and paid by you or by an entity under Common Legal Control with you to maintain and repair the Equipment, has the ability and knowledge to maintain and repair the



Equipment, and is managed and supervised by other full time employees of you or full-time employees of an entity under common legal control.

"Service Employee" does not include part-time employees, employees paid by persons or entities other than those described above, or persons employed by others including those placed on your payroll or the payroll of an entity under Common Legal Control with you for the purpose of obtaining access to the Licensed Materials or admission to GE Healthcare Advanced Service Training.

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

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

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



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 7/31/2012, unless earlier revoked in writing by an authorized representative of Customer.

CUSTOMER INFORMATION

Name:
(Facility Name)

By:
(Printed Authorized Name)

Signature:
(Authorized Signature)

Title:
(Typed or Printed)

Date:



**ADDENDUM
TO THE AGREEMENT
BETWEEN GE HEALTHCARE AND
NATIVIDAD MEDICAL CENTER
Quotation No. 11052397**

This Addendum modifies the above-referenced Agreement as set forth below, and, except as modified in this Addendum, the Agreement shall go into full force and effect as originally written. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement. In consideration of the promises and covenants below and in the Agreement, the parties agree to modify the Agreement as follows:

**MONTEREY COUNTY VENDOR REGISTRATION FORM
SECTION 7: TERMINATION**

The above referenced section is deleted and replaced by the following text:

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

GPO

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

Should Natividad move to a different GPO, this Agreement shall remain in effect for the duration of the original term of the agreement with the same terms, conditions, and pricing.

An authorized representative of each party has executed this Addendum, which shall be effective on the same date as the Agreement.

GE HEALTHCARE

NATIVIDAD MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM
W. ALLEN BIDWELL 08-14-2007
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

For Equipment identified on the attached Schedule as "Primary Care", GEHC will provide the following:

Corrective Maintenance Service

GE Healthcare or our Service Supplier(s) will provide unscheduled repair service as required for Equipment covered under this agreement.

Corrective Coverage Weekdays - are as indicated on the schedule for each item of Equipment. Corrective Service provided outside Coverage Hours is billed at standard contract overtime rates.

Corrective Coverage Weekends and Holidays - are as indicated on the schedule for each item of Equipment. Corrective Service provided outside of Coverage Hours is billed at standard applicable contract overtime rates.

FE Onsite Response - The typical response time during Coverage Hours from your initial call for Corrective Service to FE arrival at the Site to begin servicing the Equipment. If you request faster response, GEHC will charge an expediting fee. Specific FE OnSite Response is as indicated on the schedule for each item of Equipment.

InSite - GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability is provided on Equipment as indicated on the Schedule. InSite support is available during online support modality hours of operation.

iLinq - A communication tool that resides on the Equipment operator console. This tool provides the following features (subject to change without notice): (i) Contact GE, which provides a direct link to GEHC via an interface on the operator console for you to request Support and for GEHC to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GEHC to send information to your operator console; and (iii) Applications Self -help, which provides the capability to search the GEHC database for applications information and guidance related to the Equipment.

Planned Maintenance Service

GEHC Healthcare or our service supplier(s) will provide planned maintenance on each item of Equipment with PM coverage pursuant to OEM specifications at OEM-recommended intervals and at mutually agreeable times during Planned Maintenance Coverage Hours.

PM Coverage Weekdays - are as indicated on the schedule for each item of Equipment.

PM Coverage Weekend and Holiday - are as indicated on the schedule for each item of Equipment.

Planned Maintenance Performance Commitment - We will perform all planned maintenance in accordance with this Agreement. During each half year of the Agreement, should GE Healthcare fail to complete planned maintenance on an item of Equipment, GE Healthcare will reduce the then-current Normal Fixed Charges for the affected item of Equipment during the next 6-month period of the Agreement as follows:

% of PM Completed in 6-Month Period	Credit
>95%	0
90%-94.9%	3%
85%-89.9%	6%
<85%	10%

Notwithstanding the above, you will not be entitled to any remedy if GE Healthcare's failure to provide planned maintenance results from (i) your cancellations, requested rescheduling or other unavailability of the Equipment, (ii) your default, or (iii) 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.

Replacement Parts

GEHC Healthcare will provide replacement parts required to repair or maintain Equipment. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GEHC property and are removed from the Site. Replacement parts do not include probes unless expressly indicated on the Schedule.

Parts Delivery - Priority - Non-special order parts will be shipped via priority overnight subject to shipment cut-off times applicable to that distribution center. Expedited parts delivery is available upon request for an additional fee. Special order parts are products with very low demand and not regularly stocked by GE Healthcare and will be provided with best-effort delivery.

Uptime Performance

Uptime Performance Promise Should an item of diagnostic imaging Equipment fail to achieve our uptime performance commitment, as provided in the Schedule, due to our service defects (or, for GEHC Equipment only, our design or manufacturing defects), we will provide a reduction in the amount of the then-current Total Normal Fixed Charges for the affected Equipment during the next annual (12-month) period of this Agreement or any renewal as follows:

% less than Uptime Commitment	Penalty
0%	0
0.1 - 5.0%	5%
5.1 - 10.0%	10%
More than 10%	15%



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 Uptime Performance Promise.

Uptime Commitment Calculations

Uptime shall be calculated as follows:

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

Uptime Base = ("a" hours per day X "b" days per week X 52 weeks) - (Planned Maintenance hours during prior 365 days). Where "a" hours per day and "b" days per week are determined by your elected Corrective Coverage Hours for each item if Equipment.

Downtime = total number of hours Equipment is inoperable and out of service during the Uptime Base Hours due to service defects or, for GEHC Equipment only, defects in design or manufacturing.

An item of Equipment will be considered inoperable and out of service under the Uptime Performance Promise if, due to defects as specified above, the Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote console, magnetic tape drive, hard copy devices, multi-format and laser cameras are excluded from the terms of the uptime performance promise. Repair and adjustments required for anything other than Equipment failure, and damage or inoperability due to any cause other than defects as specified will be excluded from the uptime performance promise calculation, including but not limited to damage through misuse, operator error, inadequate environmental or air conditioning protection or failure, power failure and acts of God.

Planned maintenance time will not be included in the calculation of downtime. If our responding service representative agrees the Equipment is inoperable due to a covered defect, the Equipment will be considered out of service from the time the request for service was received at our designated facility until the Equipment is once again turned over to you for operation. Should you fail to give us immediate and unencumbered access to the Equipment or continue to obtain scans after notifying us of any Equipment failure, the Equipment will be considered to be in service.

Applications Support (for GE manufactured systems only)

TiP Answer Line - Toll-free access to applications experts for phone support. Support is available during modality hours of operation. Call 1-800-682-5327.

OnSite Applications - Annually, during the term of this Agreement, GE Healthcare will provide a single consecutive onsite TiP Applications training visit of the length listed on the Schedule (if selected). Training is university style curricula which covers clinical usage and operation of your GE diagnostic equipment. GE Healthcare's travel and living costs for onsite visits are included in your service fees.

Customer Additional Responsibilities for Applications Support

- Any unused training entitlement in a particular contract year will be forfeited.
- At the start of each contract year, you must select either the TiP Virtual Assist or onsite option and promptly notify GE Healthcare of your selection.
- Training must be scheduled with GE Healthcare a minimum of three weeks before delivery is expected. At time of scheduling, Customer must identify the type of Equipment for which the training will be conducted.
- Each onsite day consists of 8 hours. These days will be delivered on regular weekdays, excluding official GE holidays.
- TiP Virtual Assist training sessions must be scheduled in one-hour increments.
- Delivery of TiP Virtual Assist requires a broadband Internet connection to the Equipment for which training is sought. It is Customer's responsibility to provide an acceptable Internet connection to enable TiP Virtual Assist training.

Handheld Accidental Damage Replacement Coverage

For Equipment identified on the Schedule as having Accidental Damage Replacement coverage, GEHC will provide the following.

Replacement coverage during the term of the Agreement for handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) system and probe failures that occur as a result of normal operations, handling or storage, and accidental damage (for example, cracking from high impact drops or probe cable rupture from rolling equipment over cable).

The program does not cover abuse or loss or theft of the handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) or any peripherals, probes, or other item, nor does it cover damage to any part of the system caused by improper cleaning, disinfecting, misuse or any other use that does not conform to the manufacturer guidelines.

The maximum number of replacement events (handheld or probe) that will be provided during any twelve-month period is two (2). Claims must be made through GEHC's standard service dispatch system. No claims that are reported after expiration or termination of the Agreement will be covered under the program, even if the damage occurred prior to expiration or termination.

Replacement of TEE probes is limited to 50% of exchange cost.

Handheld Loaner Program

For Equipment identified on the Schedule as having Loaner Program coverage, GEHC will provide the following.



Scheduled or unscheduled repair or maintenance of your covered handheld (i.e. Logiq Book, Vivid i, Voluson i, Logiq e, Vivid e, Logiq i) system. Coverage requires that the handheld be returned to GEHC for service, GEHC will provide you with a temporary replacement handheld system ("loaner program") substantially similar to the covered system you return to GEHC. Shipping costs are included in service coverage.

Service of returned items will be completed within 24 hours of GEHC's receipt of the returned system whenever possible.

You are responsible for proper packing of both the returned system and the temporary replacement system. When returning your system for service or the system, please use the original packing material or any alternative recommended by GEHC. Failure to return the Loaner System within 14 days of the date GEHC returns your system to you will result in monthly rental fees equal to 1/12 of the original list purchase price of the Loaner System.

All shipments must be sent insured for the replacement value of the system being shipped.

Handheld On-Site Service Support

Corrective service on handheld devices is provided through GE Healthcare's depot repair facility. Shipping to and from the depot is included. For Equipment identified on the Schedule as having On-Site Service Support coverage, GE Healthcare will provide service engineer coverage during the contracted Coverage Hours.



For Equipment identified on the attached Schedule as "EOPL Care", the following applies:

Corrective Maintenance Service

GE Healthcare or our Service Supplier(s) will provide unscheduled repair service as required for Equipment covered under this agreement.

Corrective Coverage Weekdays - are as indicated on the Schedule for each item of Equipment. Corrective Service provided outside Coverage Hours is billed at standard contract overtime rates.

Corrective Coverage Weekends and Holidays - are as indicated on the Schedule for each item of Equipment. Corrective Service provided outside of Coverage Hours is billed at standard applicable contract overtime rates.

InSite (if applicable) - GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability is provided on Equipment as indicated on the Schedule. InSite support is available during online support modality hours of operation.

iLinq (if applicable) - A communication tool that resides on the Equipment operator console. This tool provides the following features (subject to change without notice): (i) Contact GE, which provides a direct link to GE Healthcare via an interface on the operator console for you to request Support and for GE Healthcare to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GE Healthcare to send information to your operator console; and (iii) Applications Self-help, which provides the capability to search the GE Healthcare database for applications information and guidance related to the Equipment.

Planned Maintenance Service

GE Healthcare will provide planned maintenance on each item of Equipment with PM coverage pursuant to OEM specifications at OEM-recommended intervals and at mutually agreeable times during Planned Maintenance Coverage Hours.

PM Coverage Weekdays - are as indicated on the Schedule for each item of Equipment.

PM Coverage Weekend and Holiday - are as indicated on the Schedule for each item of Equipment.

Replacement Parts

GE Healthcare will provide replacement parts required to repair or maintain Equipment, based on reasonable efforts through our primary suppliers. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GE Healthcare property and are removed from the Site. Replacement parts do not include tubes, image intensifier tubes, crystals, probes and batteries, unless expressly indicated on the Schedule.

Applications Support

TIP Answer Line (if applicable) - Toll-free access to applications experts for phone support. Support is available during modality hours of operation. Call 1-800-682-5327.

GE Commitment

GE Healthcare will use commercially reasonable efforts to perform its obligations under this Statement of Service Deliverables—EOPL Care. In the event GE Healthcare determines it can no longer provide effective planned maintenance or corrective maintenance services, GE Healthcare can remove the affected item(s) of equipment from coverage upon 60 days' written notice to you.



For Equipment identified on the attached Schedule as "Limited Call", GE Healthcare will provide the following:

Planned Maintenance Service

Planned maintenance (PM) inspections (labor only) pursuant to the manufacturer's specifications or as otherwise agreed.

PM Coverage Hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

Corrective Service labor for problems identified during the PM inspection.

Corrective Maintenance Service

Corrective Service is provided for the number of service calls listed on the Schedule. A service call includes labor and parts, (except tubes, image intensifier tubes, crystals, probes and batteries).

Corrective Service Coverage Hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

For GE Ultrasound equipment only, parts include one general-purpose transducer (other than TEE transducers) exchange per year, if required.

For non-GE ultrasound systems, probes are excluded.

A service call is a call from the Customer to GE Healthcare's service center for corrective service for one or more Equipment problems that are diagnosed and, if possible, remedied by a GE Healthcare service engineer in a single visit. Subsequent visits to fix a previously diagnosed problem shall be considered part of the same service call. Requests for corrective service outside of coverage hours will be performed at the then-standard GE Healthcare rates.

For non-GE manufactured Equipment, Corrective Service requested, or repair parts needed, beyond the allocated number of service calls will be provided at then-standard GE Healthcare rates.

For GE manufactured Equipment, Corrective Service requested, or repair parts needed, beyond the allocated number of service calls will be provided at 80% of then standard GE Healthcare rates for labor and 80% of GE Healthcare's then-prevailing list price for parts (except tubes, image intensifier tubes, digital detectors, crystals, probes and batteries).



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

AGREEMENT #

QUOTE # 11052397

GLOBAL ORDER NUMBER (for internal use only)

Customer Name: NATIVIDAD MEDICAL CENTER
Information: Address: 1441 CONSTITUTION BOULEVARD
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 Name: _____
Information: Address: _____
City: _____ State: _____ Zip: _____

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by _____

PAYMENT TERMS: Payment is due within 30 days of invoice date. _____ (customer initials required)

PURCHASE ORDER: Is a Purchase Order required for proper payment of this agreement? ☐ Yes ☐ No _____ (customer initials required)

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

TERM: The Term of this Agreement is 60 months, commencing on 9/1/2007 (month/day/year) and ending on 8/31/2012 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: Normal Fixed Charges are payable in 60 monthly installments as follows: (Months 1-3, \$22,382.60), (Months 4-60, \$61,787.22), plus applicable taxes and subject to adjustment as provided in the Agreement. . 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.

Electronic Funds Transfer Authorized? ☐ Yes ☐ No

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.

CUSTOMER

Name: _____
(Facility Name)

Approved by: _____
(Typed or Printed Name)

Signature: _____
(Authorized Signature)

Title: _____
(Typed or Printed)

Date: _____

GE HEALTHCARE

Approved by: _____
(Typed or Printed Name)

Title: _____
(Typed or Printed)

Signature: _____
(Authorized Signature)

Date: _____

Prepared By: _____



APPROVED AS TO FORM
W. GEORGE PROPRIETARY AND CONFIDENTIAL
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY
08-14-2007

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

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

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

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

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



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

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

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

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

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

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

- Provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare products and services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, ensure that any non-GE Healthcare provided service is performed by, and GE Healthcare products are used by, qualified personnel in accordance with applicable user documentation.
- Provide GE Healthcare prompt and unencumbered access to the products, network cabling and communication equipment as necessary to perform services. This access includes providing and maintaining connectivity to the products (modem line, internet connection, vpn persistent access, broadband internet connection, or other secure remote access reasonably requested by GE Healthcare) to permit GE Healthcare to perform support services and meet service levels, including remote diagnostic, monitoring and repair services. GE Healthcare may separately charge Customer for a scheduled service call where Customer does not provide such access and GE Healthcare is therefore required to schedule an additional service call.
- Provide a secure area reasonably near the products for GE Healthcare's proprietary service materials. Customer shall not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Customer agrees to use reasonable efforts to protect this GE Healthcare property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable GE Healthcare protocols provided to Customer and designate a Customer representative and alternate as GE Healthcare's support contacts with the necessary skills to assist GE Healthcare in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (GE Healthcare's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security-related hardware or software, preventing unauthorized access to the product and preventing interception of communications between GE Healthcare's service center and the product.
- Obtain and maintain all licenses, permits, and other approvals necessary for installation, use, disposal, and recycling (each as applicable) of products provided under this agreement. During the term of this agreement, Customer will take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will perform any service at the Customer site, including, but not limited to, (i) instructing any GE Healthcare personnel who will be present at the Customer site about Customer's safety procedures and practices, (ii) providing GE Healthcare with current written information identifying all known existing hazardous materials (including wastes) on or near the Customer site that could affect the GE Healthcare personnel, (iii) taking all necessary and/or legally required actions to properly store, remove



and/or remediate any safety conditions and hazardous materials so that GE Healthcare may safely perform its services, and (iv) maintaining a workplace and operating environment in accordance with Federal, State and/or local requirements. GE Healthcare shall have no obligation to perform services until Customer has complied with each of the items identified above.

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

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

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

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

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

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

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

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

Governing Law; Disputes; Limitation of Liability. The law of the state where the product is installed or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this agreement will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the state where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to



the extent otherwise available under this agreement. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR STAND-ALONE PRODUCT OR SERVICE OFFERINGS, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR ITS REPRESENTATIVES) SHALL HAVE LIABILITY TO THE OTHER UNDER THIS AGREEMENT FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED, DATA LOSS OR LOST PROFITS OR REVENUE. The limitation of liability and exclusion of damages shall apply even if the limited remedies fail of their essential purpose.

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

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

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

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

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

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

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



products and that it otherwise meets GE Healthcare's network configuration requirements (including requirements for preparation of Customer's site, remote interconnections and Internet Protocol address assignments) provided by GE Healthcare to Customer.

- If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's regular employees for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish supervision for proper installation.
- GE Healthcare will provide Customer with the product(s) in the configuration as listed in the Quotation. The configuration is based upon information furnished to GE Healthcare by Customer. Customer is responsible for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CT Systems - X-Ray Tubes

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

Ultrasound Systems - Transducers

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



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

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

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

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

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

Patient Conversion Table

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

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

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

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

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

Your Additional Responsibilities for X-Ray Tube Support:

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

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

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

GE Healthcare Responsibilities

1. Adjust, repair, or replace, at GE Healthcare's option, covered components (MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils)
2. Monitor the level of cryogens within the magnet's cryostat, based on your cryostat meter readings.
3. Perform cryostat vacuum re-pumping at intervals OEM deems appropriate.



4. Perform magnetic field homogeneity adjustments to the extent required by a magnet ramping and/or covered component adjustment, repair, or replacement.

Customer Responsibilities

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

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

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

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

GE Healthcare Responsibilities

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

Customer Responsibilities

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

Cryogen Cost Increases:

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

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

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

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

GLOSSARY OF TERMS

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

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

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

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

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

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

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

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

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

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

"Service Employee" means a full-time employee of you or of an entity under common legal control with you who is employed and paid by you or by an entity under Common Legal Control with you to maintain and repair the Equipment, has the ability and knowledge to maintain and repair the



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

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

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

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



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 7/31/2012, unless earlier revoked in writing by an authorized representative of Customer.

CUSTOMER INFORMATION

Name:
(Facility Name)

By:
(Printed Authorized Name)

Signature:
(Authorized Signature)

Title:
(Typed or Printed)

Date:



**ADDENDUM
TO THE AGREEMENT
BETWEEN GE HEALTHCARE AND
NATIVIDAD MEDICAL CENTER
Quotation No. 11052397**

This Addendum modifies the above-referenced Agreement as set forth below, and, except as modified in this Addendum, the Agreement shall go into full force and effect as originally written. Unless otherwise indicated, all terms used herein shall have the meaning ascribed to them in the Agreement. In consideration of the promises and covenants below and in the Agreement, the parties agree to modify the Agreement as follows:

**MONTEREY COUNTY VENDOR REGISTRATION FORM
SECTION 7: TERMINATION**

The above referenced section is deleted and replaced by the following text:

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

GPO

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

Should Natividad move to a different GPO, this Agreement shall remain in effect for the duration of the original term of the agreement with the same terms, conditions, and pricing.

An authorized representative of each party has executed this Addendum, which shall be effective on the same date as the Agreement.

GE HEALTHCARE

NATIVIDAD MEDICAL CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM
W. ALLEN BIDWELL 08-14-2007
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY