

## MONTEREY COUNTY BOARD OF SUPERVISORS

<b>MEETING:</b>	<b>August 30, 2011</b>	<b>AGENDA NO.:</b>
<b>SUBJECT:</b>	Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with GE Healthcare for Diagnostic Imaging Equipment Maintenance Services, Bio-Medical Equipment Repair and Inventory Fluctuations at NMC in an amount not to exceed \$3,739,974.50 in the aggregate for the period September 1, 2011 to August 31, 2018 and \$507,764.30 for fiscal year 2001/2012.	
<b>DEPARTMENT:</b>	Natividad Medical Center	

### **RECOMMENDATION:**

It is recommended the Board of Supervisors Authorize the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with GE Healthcare for Diagnostic Imaging Equipment Maintenance Services, Bio-Medical Equipment Repair and Inventory Fluctuations at NMC in an amount not to exceed \$3,739,974.50 in the aggregate for the period September 1, 2011 to August 31, 2018 and \$507,764.30 for fiscal year 2001/2012.

### **SUMMARY/DISCUSSION:**

The original contract with GE Healthcare approved by this board in July of 2007 included maintenance services for Biomedical, Diagnostic Imaging, Sterilizer and Lab Equipment both at NMC and the Public Health Department. This original agreement was modified in December of 2010 to include only preventive maintenance services for biomedical devices utilized by NMC, at a cost of \$30,029.80 monthly. This modification excluded preventive maintenance and repair services for biomedical devices utilized by the Public Health Department and Diagnostic Imaging, Sterilizer and Lab Equipment used by NMC.

Biomedical equipment is highly technical in nature, and includes many patient diagnostic and treatment devices, including blood and urine analyzers, centrifuges, infusion pumps, patient monitors, defibrillators, electrosurgical units, fetal monitors, telemetry, ventilators, anesthesia machines, endoscopes, and sterilizers. There are currently 2,462 biomedical devices in service at Natividad Medical Center.

The Food and Drug Administration and the State of California have jurisdiction over medical devices, and the Joint Commission (TJC) has requirements for maintenance and repair of medical devices.

This new Agreement provides for preventive maintenance and repair services for 33 diagnostic imaging devices, at NMC, at a cost of \$38,276.40 monthly. State of California regulatory requirements per Title 22 specifies that all Diagnostic Imaging equipment receive preventative maintenance services providing functionality and assuring the public safety. This equipment includes Magnetic Resonance Imaging (MRI) Computerized Tomography (CT), Ultrasound, X-ray and Nuclear Medicine devices.

This Agreement also provides for additional repairs and maintenance for equipment outside standard coverage, i.e. physical damage and accessories, and not included on a specific line item in the Agreement as is necessary. Contingencies for added labor costs and fluctuations in inventory are also included in this Agreement. These additional costs are estimated at \$12,500 monthly.

**OTHER AGENCY INVOLVEMENT:**

The Agreement has been reviewed and approved by County Counsel, the Auditor/Controller's office, and the Natividad Medical Center Board of Trustees' Finance Committee.

**FINANCING:**

The cost for this Agreement is \$3,739,974.50. \$507,764.30 is included in the Fiscal Year 2011/2012 Adopted Budget. Amounts for remaining years of the Agreement will be included in those budgets as appropriate. There is no impact to the General Fund.

Prepared by:

Andrea Rosenberg, 755-6285

Assistant Administrator

July 14, 2011

Attachments: Agreement, Board Order

Attachments are on file with the Clerk of the Board

---

Harry Weis

Chief Executive Officer

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

**Agreement No. A-12086**

Authorize the Purchasing Manager for Natividad )  
Medical Center (NMC) to execute an Agreement )  
with GE Healthcare for Diagnostic Imaging )  
Equipment Maintenance Services, Bio-Medical )  
Equipment Repair and Inventory Fluctuations at )  
NMC in an amount not to exceed \$3,739,974.50 in )  
the aggregate for the period September 1, 2011 to )  
August 31, 2018 and \$507,764.30 for fiscal year )  
2011-2012..... )

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

Authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute an Agreement with GE Healthcare for Diagnostic Imaging Equipment Maintenance Services, Bio-Medical Equipment Repair and Inventory Fluctuations at NMC in an amount not to exceed \$3,739,974.50 in the aggregate for the period September 1, 2011 to August 31, 2018 and \$507,764.30 for fiscal year 2011-2012.

PASSED AND ADOPTED on this 30<sup>th</sup> day of August, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

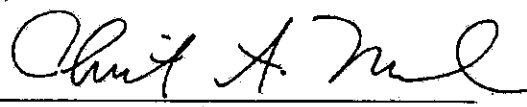
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on August 30, 2011.

Dated: September 2, 2011

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

By   
Deputy

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

AGREEMENT # \_\_\_\_\_

BILLING ACCOUNT # \_\_\_\_\_

QUOTE# 99990382A

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

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

Customer Billing Name: \_\_\_\_\_  
Information: Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

	Contact Name	Email address:
1. To be notified when this document is processed:	_____	_____
2. Receive all invoices electronically via email	_____	_____
Individual Invoice <input type="checkbox"/> Consolidated Statement View <input type="checkbox"/>	_____	_____

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 09-01-2011

TERM: The Term of this Agreement is 84 months, commencing on 09-01-2011 (month/day/year) and ending on 08-31-2018 (month/day/year)

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

PAYMENT PERIODS: Monthly Normal Fixed Charges are payable in arrears in 84 installments as follows: (1-84, \$38,276.43), plus applicable taxes and subject to adjustment as provided in the Agreement. The above is for illustrative purposes only and may likely change based upon additions or deletions to covered equipment inventory, inflation adjustments or other factors that may change your annual support services charges. You will be billed for services beginning with the commencement date. Payment will be due the first of each month. If the commencement date is not the first of the month, the first and last payments will be prorated accordingly. This may increase the total number of periodic payments by one, but will not increase total Normal Fixed Charges.

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

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

Electronic Funds Transfer Authorized? ☐ Yes ☒ No

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

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

PO# \_\_\_\_\_ (please attach copy) PO Expiration Date \_\_\_\_\_

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

Title: CEO

Signature: [Signature]  
(Typed or Printed)

(Authorized Signature)

Date: 8/1/11

*Approved, as to form*  
*Harry Saetler*

GE HEALTHCARE  
Approved by: \_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_  
(Typed or Printed)

Signature: \_\_\_\_\_  
(Authorized Signature)

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

Prepared By: Shannon Pratt

Reviewed *as to fiscal provisions*

[Signature]  
Auditor-Controller  
County of Monterey

8-12-11



# GE Healthcare

## Support Summary

INSTRUCTIONS: For convenience, all areas requiring information, initialing or signature by Customer are highlighted within the Agreement pages  
 AGREEMENT # \_\_\_\_\_ BILLING ACCOUNT # \_\_\_\_\_ QUOTE# 99990382A

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

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

Customer Billing Name: \_\_\_\_\_  
 Information Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

1. To be notified when this document is processed;
2. Receive all invoices electronically via email.

Individual Invoice ☐ Consolidated Statement View ☐

Contact Name \_\_\_\_\_ Email address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 09-01-2011

TERM: The Term of this Agreement is 84 months, commencing on 09-01-2011 (month/day/year) and ending on 08-31-2018 (month/day/year)

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

PAYMENT PERIODS: Monthly Normal Fixed Charges are payable in arrears in 84 installments as follows: [1-84, \$38,276.43] plus applicable taxes and subject to adjustment as provided in the Agreement. The above is for illustrative purposes only and may likely change based upon additions or deletions to covered equipment inventory, inflation adjustments or other factors that may change your annual support services charges. You will be billed for services beginning with the commencement date. Payment will be due the first of each month. If the commencement date is not the first of the month, the first and last payments will be prorated accordingly. This may increase the total number of periodic payments by one, but will not increase total Normal Fixed Charges.

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

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

Electronic Funds Transfer Authorized? ☐ Yes ☒ No

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

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

PO# \_\_\_\_\_ (please attach copy) PO Expiration Date \_\_\_\_\_

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

Title: CEO  
 (Typed or Printed)

Signature: [Signature]  
 (Authorized Signature)

Date: 8/1/11

GE HEALTHCARE  
 Approved by: Dean Turner  
 (Typed or Printed Name)

Title: HSAM  
 (Typed or Printed)

Signature: [Signature]  
 (Authorized Signature)

Date: 8-22-11

Prepared By: Shannon Pratt

*Approved, as to form*  
Harry Weiss

Reviewed as to final provisions  
[Signature]  
 Auditor-Controller  
 County of Monterey 8-12-11



GE Company Proprietary and Confidential

Page 1 of 18

Serv051210

General Electric Company

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

## 1. General Terms

1.1. Confidentiality. 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.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. 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.

1.4. 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 and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. 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.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

## 2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this 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.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining 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. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall 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, and 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. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (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.



2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### 3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation 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 such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing 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 Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing 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 use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

### 4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

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

4.3. 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 one-and-one-half percent (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 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 provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer 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 or penalty by any taxing authority, Customer shall 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.





**1. Initial Inventory Verification.** Within ninety (90) days of assuming initial service responsibility, GE Healthcare will complete an inventory of the Product ("Product" means that equipment and software owned or leased by Customer as identified on the applicable GE Healthcare Quotation including GE-equipment and non-GE equipment unless specifically stated) to ensure accuracy. Any Product that cannot be located will be removed from the Product Schedule. Following completion of the inventory, GE Healthcare will provide a copy of the revised Product Schedule for Customer's review and, upon Customer's signed acceptance, the Product Schedule will become final. Upon completion of the inventory, GE Healthcare will make the appropriate adjustments to Total Normal Fixed Charges ("Total Normal Fixed Charges" means the total fixed amount to be paid under an Agreement for Support ("Service Agreement"). It does not include additional charges for services, other items not covered by the Service Agreement but requested by Customer, or any variable charges, if any. GE Healthcare reserves the right to perform periodic additional audits to confirm then-existing inventory.

**2. Product Inspection.** Any Product covered under this Service Agreement must be in safe, normal operating condition and substantially in compliance with OEM specifications ("Operating Condition") when added to the Product Schedule. GE Healthcare may inspect any Product that has been without GE Healthcare warranty or Service Agreement coverage for more than thirty (30) days. The Service Agreement will be effective for such Product 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.

**3. Modifications.** Customer is responsible for notifying GE Healthcare to the extent it proposes to add items to the Service Agreement. Customer agrees that changes to Products covered under the Service Agreement may require GE Healthcare to modify the price charged and/or the terms of the service to be provided by GE Healthcare. Any services provided by GE Healthcare at Customer's request that are not covered by the Service Agreement will be furnished at GE Healthcare's then-current standard applicable contract rate.

Product(s) sold by Customer or scrapped by Customer may be deleted from coverage under this agreement with at least sixty (60) days' prior written notice to GE Healthcare of the product(s) to be deleted and the effective date of such deletion, whereby GE Healthcare will decrease the price established in this agreement by the portion of the existing price allocated to the deleted product(s). Pricing adjustments shall take effect on the later of (a) the sixty (60) days notice or (b) the date that the product(s) is actually sold or scrapped from clinical use. After the date of any price adjustment for product(s) deletion, neither party will have any further obligations under this agreement for service with respect to the deleted product(s) except for (i) payment obligations arising prior to the date of the price adjustment and (ii) obligations, promises, or covenants contained in this agreement that, by their terms, must extend beyond the date of the price adjustment. For sake of clarification of this paragraph, Customer shall have no right to terminate this agreement at its convenience, or remove any product from this agreement at its convenience.

**4. Inflation Adjustment.** After the first year of the Service Agreement, but no more than annually, GE Healthcare may adjust the service fees by an amount no more than the prior twelve (12)-month increase in the U.S. Bureau of Labor Statistics (BLS) Employment Cost Index (ECI) for "Installation, Maintenance and Repair (not seasonally adjusted, total compensation)", or any replacement index as determined by the BLS. This adjustment shall be no more than five percent (5%) annually and Customer will be notified by GE Healthcare at least sixty (60) days prior to any adjustment.

**5. 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. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service 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 re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

**6. 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 Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service 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. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

**7. Independent Contractor.** GE Healthcare and Customer are independent contractors and nothing contained in this Service Agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

**8. Customer Responsibilities.** In addition any other Customer Responsibilities throughout this Service Agreement, Customer is responsible for the following:

- Ensuring satisfactory power quality and grounding for all Products.
- Providing all operating and maintenance manuals, warranty information, OEM maintenance requirements, and related materials, including diagnostic software and other tools, pertaining to each non-GE Product. GE Healthcare will acquire any additional necessary operating and maintenance materials that are available at Customer's expense. All such operating and maintenance materials will remain or become Customer property.
- Repair, replacement, or disposal of any accessories, power supply equipment, uninterruptible power supplies or consumable items, including but not limited to: batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights or software. Additionally, Customer is responsible for any cosmetic repairs to the Products.
- Updates for non-GE manufactured Products, as are subject to the policies and conditions imposed by the relevant manufacturer.





- Prior to the commencement of any services hereunder, provide to GE Healthcare (and those employees that will be working on Customer's site) a list of all chemicals or hazardous materials (e.g., asbestos, lead, mercury) located in or on Customer's site that GE Healthcare's employees may be exposed to and/or expected to handle and any associated Material Safety Data Sheets. Customer shall take all necessary and legally required precautions for the health and safety of GE Healthcare personnel who will be performing service at the site, including taking all necessary or legally required actions to properly store, remove and/or remediate any safety conditions or hazardous materials, as well as, maintain a reasonably safe operating environment in accordance with legal requirements so that GE Healthcare can safely perform the services.
- System Database Management (backup, data integrity, archiving, etc.) and network security (maintaining secure network, network security components, firewalls and security related hardware and/or software).
- Designating a Customer employee (and an alternate) to as Customer's Product administrator. Such employees will have the necessary technical knowledge and expertise to reasonably assist GE Healthcare technical personnel in performing service, and will place service calls in accordance with those GE Healthcare protocols provided to Customer in writing.

**9. End of Product Support Announcement (Non-GE Product).** Customer agrees to provide GE Healthcare with all information Customer receives regarding end of product life announcements. Regardless of whether Customer provides GE Healthcare with proper notification from the OEM, GE Healthcare may, at its option, remove end-of-life Products from the Product Schedule effective as of the end-of-product life date announced by the OEM. Alternatively, GE Healthcare will move such Products to the End of Life Offering applicable to the specific Product.

**10. End of Support Announcement (GE Product).** If GE Healthcare announces to its customers that it will no longer offer support ("End of Life") for a Product or component, then upon at least twelve (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 Service Agreements. GE Healthcare will use commercially reasonable efforts to continue its support obligations under the Service Agreement for any Product or component that is approaching its End of Life for as long as it is covered by the Service Agreement. Alternatively, at the request of Customer GE Healthcare will move such GE Product to the applicable End of Life Offering.

**11. Connectivity (Applies Only to Products with InSite™ or iLinq™).** Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an Internet connection, VPN persistent access, 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. If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product and the service representative must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate for services performed by the service representative. Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer's Products following expiration of any Service Agreement. For Products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible Product error or malfunction.

**12. Return to Manufacturer Authorization ("RMA") / Repair Depot.** If GE Healthcare, at its sole discretion requires that Customer return Products for service to the GE Healthcare Repair Depot, in lieu of GE Healthcare servicing on-site, such repair service is included at no additional charge. Customer is responsible for any damage incurred during shipment from Customer facility to GE Healthcare Repair Depot.

**13. Exclusions.** Unless expressly indicated on the Product Schedule, this Service Agreement does not cover:

- X-ray tubes, image intensifier tubes, detectors, crystals, probes, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, and cosmetic upgrades or any other parts used to correct/enhance the aesthetic appearance of the Product; GE Healthcare will charge Customer separately for such items;
- Any defect or deficiency (including failure to conform to Product Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Product in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Product or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris;
- Payment or reimbursement of any facility costs arising from repair or replacement of the Product;
- Any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer, unless such coverage is provided by GE Healthcare as indicated on the Product Schedule;
- Expendable supply items;
- Stockpiling of replacement parts;
- Any non-GE hardware or software that was not commercially available from the OEM on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software;
- Service required under an OEM's warranty or with respect to Product upgrades, installations, certification surveys or Product relocation;
- Consultation, training or other assistance with Customer use, development, or modification of any items or materials, including software and protocols, not provided by GE Healthcare;
- Installation, including reusing existing facilities and temporary installation for testing, training, and other purposes;
- For MR systems, any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer or service to any water chiller systems supplied by Customer; and
- For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.



#### 14. Product Specific Schedules

##### 14.1 CT Specific Schedule

**14.1.1. Annual CT Usage Adjustment.** Normal Fixed Charges have been determined according to Customer's estimate of annual total patient exam volume. GE Healthcare will monitor system usage and tube usage based on patient exams, or in slices depending on Customer's system. When usage is measured in slices, GE Healthcare will infer an approximate number of total patient exams according to the conversion 40 slices = 1 Patient Exam ("Patient Conversion"). Where usage is monitored by slices, if GE Healthcare determines, based on the Patient Conversion, that Customer's actual annual patient exam volume may exceed Customer's estimate or any later-revised usage level, GE Healthcare will request, and Customer agrees to provide, reasonable written verification of the actual annual total patient exam volume. GE Healthcare may adjust Normal Fixed Charges ("Normal Fixed Charges" means the amount of the periodic payments for Support, as specified in the Service Agreement), based on actual usage at anytime, but not more than once every twelve (12) months. Adjustments shall be made to future billings only.

##### 14.2 X-Ray Tube Schedule

**14.2.1. CT/X-RAY Tube Support; New Tube (N) Coverage.** If indicated on the Product Schedule, GE Healthcare will install a new tube when the term of this Service Agreement begins. Customer agrees to pay GE Healthcare for this tube at the end of this Service Agreement, at GE Healthcare's then-prevailing tube price, upon receipt of GE Healthcare's invoice.

**14.2.2. 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 Customer's Product. As part of this service, GE Healthcare will perform a basic Product inspection to verify the overall operation of the Product. Tube Coverage does not cover Product service or repair. If a tube failure occurs within thirty (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 a Product problem, and (iii) GE Healthcare determines that Customer has fulfilled all Customer responsibilities with respect to the affected Product under this Service Agreement during the applicable time period. If GE Healthcare determines the Product has a problem that has materially affected or could materially affect tube operation or usage, Customer must correct the problem before the replacement tube will be installed.

##### 14.2.3 Customer Additional Responsibilities for X-Ray Tube Support.

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

##### 14.3 MR Schedule

**14.3.1 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 Product Schedule:

###### *GE Healthcare Responsibilities:*

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

###### *Customer Responsibilities:*

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

**14.3.2 Magnet Maintenance for MR Systems With Permanent Magnets.** The following terms apply if indicated on the Product Schedule:

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

**14.3.3. Cryogen Coverage for all MR systems.** The following terms apply if indicated on the Product Schedule:

###### *GE Healthcare Responsibilities:*

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



*Customer Responsibilities:*

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

14.3.4. Cryogen Cost Increases. In the event that GE Healthcare's cost for cryogens increases or decreases by more than fifteen percent (15%), as measured against GE Healthcare's cost as of the effective date of this Service 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 Customer's Normal Fixed Charges under this Service Agreement in an amount equal to such cost increase upon no less than sixty (60) days' prior written notice to Customer.



The service agreement ("Service Agreement") consists of GE Healthcare's General Terms and Conditions – GE Healthcare Service Terms and Conditions, this AssurePoint End of Product Life Statement of Service Deliverables ("AP EOPL") and any applicable quotation, work statement or schedule ("Schedule A") attached thereto, and will apply to the service of the GE Healthcare Products. "Products" mean equipment and software identified herein. AP EOPL is intended to provide labor and Replacement Parts (as referenced below) as indicated herein, to maximize Product operating life. If specified herein, remote service diagnosis may be used to maximize Product uptime. If stated on Schedule A, AP EOPL gives access to iCenter™ maintenance reports that are accessible twenty-four (24) hours per day, seven (7) days a week through GE Healthcare's iCenter website (not available on all Products, refer to iCenter Statement of Service Deliverables attached herein).

For Product identified on the Service Agreement as "AssurePoint EOPL", GE Healthcare will provide the following:

#### Hardware and Software Malfunctions and Errors

If the GE Healthcare software fails to perform substantially in accordance with the applicable Licensed Software Documentation as defined herein ("errors") or the hardware provided by GE Healthcare fails to perform substantially in accordance with GE Healthcare's hardware specifications (as such specifications exist on the date the hardware is shipped) ("malfunctions"), then GE Healthcare will use commercially reasonable efforts to fix such errors or malfunctions within a reasonable period of time after notification by Customer or detection by GE Healthcare, provided such errors and/or malfunctions are verifiable and reproducible. Licensed Software Documentation is defined as the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to the Customer.

GE Healthcare may provide correction of an error by means of a temporary fix consisting of sufficient programming and operating instructions to implement such error correction that causes the software to perform substantially in accordance with the applicable Licensed Software Documentation. GE Healthcare may include such error correction or an equivalent in Software Updates. Repair(s) of malfunctions consist of either (a) any modification, adjustment, or repair of the hardware that corrects a malfunction by bringing the hardware into substantial conformity with the hardware specifications or (b) a procedure or routine that, when observed in the regular operation of the hardware, causes the hardware to substantially conform to the hardware specifications.

#### Software Updates and Upgrades

Software Updates are included, and consist of any error correction or modification that maintains existing software features and functionality made generally available to GE Healthcare's customer installed base. Software Updates typically will be installed during PM visits per PM Coverage Hours stated on Schedule A. Customer is solely responsible to ensure that all data is appropriately backed up prior to installation of any Software Update.

Software Updates DO NOT include any separately licensed software modules which provide additional functionality relating to an application or feature for the hardware or software.

Software Upgrades are NOT included, and consist of any revisions or enhancements of the software by GE Healthcare that improve or expand existing software features or functionality that are made generally made available for purchase by any GE Healthcare customer.

Additional hardware and/or software (including upgrades to third party software, such as operating system software) required for the Software Updates are excluded. Customer is responsible for the cost of such additional hardware and/or software upgrades and such other changes (including training, project management and integration services) as may be necessary to support the Software Updates.

#### Corrective Maintenance Service

GE Healthcare or its authorized agent(s) will use commercially reasonable efforts to resolve any service issue remotely after the following occurs: (a) Customer's initial call is received by GE Healthcare for corrective maintenance service or (b) detection by GE Healthcare of any error or malfunction. Unless otherwise specified in Schedule A, GE Healthcare will provide phone technical support 24 hours per day, 7 days a week (excluding GE Healthcare holidays), and use commercially reasonable efforts to respond by telephone to a report of an error or malfunction within one (1) hour after notification by the Customer.

If the service issue cannot be resolved remotely, GE Healthcare or its authorized agent(s) will provide onsite corrective repair service during the Onsite Coverage Hours stated on Schedule A.

Corrective maintenance service provided outside of Onsite Coverage Hours (including weekends and GE Healthcare holidays, unless otherwise indicated on Schedule A) will be billed at GE Healthcare's then-current standard applicable contract overtime rate.

During Onsite Coverage Hours, the GE Healthcare Field Engineer ("FE") will use commercially reasonable efforts to arrive onsite to begin correcting any malfunctions per the Onsite Response Time indicated on Schedule A. If Customer requests faster response, GE Healthcare may charge an expediting fee.

GE Healthcare will provide at no additional cost all Replacement Parts (as referenced below) needed to perform required corrective maintenance service repairs (standard freight included) subject to availability based on reasonable efforts through our primary suppliers.

#### Planned Hardware Maintenance ("PM") Service

GE Healthcare or its authorized agent(s) will provide PM pursuant to GE Healthcare and OEM recommended frequencies and hardware specifications as set forth in the applicable service manuals or as specified on Schedule A.

Such maintenance will be performed at mutually agreed times during PM Coverage Hours (excluding weekends and GE Healthcare holidays, unless otherwise specified) on Schedule A.



GE Healthcare will provide at no additional cost all Replacement Parts (as referenced below) needed to perform the required PM (standard freight included) subject to availability based on reasonable efforts through our primary suppliers.

#### **All Products:**

#### **Replacement Parts**

Replacement parts means the lowest level component repair part available that will bring the Product up to specifications for clinical use ("Replacement Part(s)"). GE Healthcare will only provide subassemblies or assemblies if a lower level replacement part is not available.

Replacement Parts provided as part of the Service Agreement are supplied only in conjunction with routine repair and maintenance of the Product as such repairs or maintenance are required in the useful life of the Product.

GE Healthcare may, in its sole discretion, decline to provide, or charge additional fees for, such Replacement Parts if GE Healthcare reasonably determines that such parts are unnecessary for routine repair and maintenance of the Product.

A Replacement Part may be provided on a new or exchange (refurbished) basis, at GE Healthcare's sole discretion, as long as it meets or exceeds OEM standards for equivalent quality and reliability equivalent as a new part. In the event an exchange part is provided to the Customer, such part will become GE Healthcare property and will be removed from the Customer's site by the FE or Customer must return the part to GE Healthcare by the date specified in the order to avoid being billed for the non-return of the replaced exchange part.

Except for special order parts as defined below, Replacement Parts will be shipped standard freight included. If Replacement Parts delivery priority is indicated on Schedule A, it will be subject to shipment cut-off times for the applicable distribution center (times available upon request). Expedited parts delivery is available upon request or an additional fee. Special order parts are Products with very low demand and not regularly stocked by GE Healthcare. GE Healthcare will use commercially reasonable efforts to deliver such parts to Customer if available.

#### **Exceptions**

Product may be excluded from coverage under the Service Agreement and Customer will not be entitled to any remedy if GE Healthcare's failure to provide PM or corrective maintenance service results from (i) Customer cancellation, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

Unless expressly indicated on Schedule A, the following items are excluded from coverage under the Service Agreement: x-ray tubes, image intensifier tubes, detectors, stand-alone workstations, crystals, probes, sensors, transmission pin sources, transducers, chillers, non-GE supplied coils, MR surface coils on non-GE Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogenics, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights, software, and cosmetic upgrades or any other parts used to correct or enhance the aesthetic appearance of the Product. GE Healthcare will charge Customer separately for such items.

#### **TiP™ Answer Line (If indicated on Schedule A)**

TiP Answer Line provides toll-free phone access to GE Healthcare's applications experts. TiP Answer Line support is available during modality hours of operation (times available upon request) by calling 1-800-682-5327.

#### **Remote Diagnostic Service (If indicated on Schedule A)**

Remote Diagnostic Service tools allow GE Healthcare to link to and monitor Product performance remotely and troubleshoot or repair emerging technical issues. All Remote Diagnostic Service features described below comply with the access provisions stated in the Service Agreement. The features listed below may not be available on all Products.

**InSite.** InSite is GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability. InSite support is available during online support modality hours of operation (times available upon request).

**iLinq.** iLinq is a communication tool that resides on the Product operator console. It 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 Customer to request support and for GE Healthcare to respond and (ii) messaging, which provides a status report and historic log of Customer's Contact GE requests and allows GE Healthcare to send information to Customer's operator console. GE Healthcare will use commercially reasonable efforts to provide a response to iLinq service requests within 30 minutes.

#### **Product Removal from coverage**

GE Healthcare will use commercially reasonable efforts to perform its obligations under this AP EOPL. In the event GE Healthcare determines it can no longer provide effective corrective maintenance or planned maintenance services, GE Healthcare can remove the affected Product from coverage upon sixty (60) days' prior written notice to the Customer.



The service agreement ("Service Agreement") consists of GE Healthcare's Standard Terms and Conditions - Sales and Service, Additional Terms and Conditions Service, this AssurePoint Rapid Statement of Service Deliverables ("AP Rapid") and any applicable quotation, work statement or schedule ("Schedule A") attached thereto, and will apply to the service of the GE Healthcare Products. "Products" mean equipment and software identified herein. AP Rapid is intended to provide full-service corrective and preventative maintenance, including all required Replacement Parts (as referenced below), labor and GE Healthcare Software Updates (as referenced below) with the fastest response and highest uptime offered by GE Healthcare. It provides an express link to technical support, fastest access to Replacement Parts (as referenced below), and the quickest onsite response offered by GE Healthcare to ensure minimal unplanned downtime. If specified herein, remote and proactive service diagnosis and repair may be used to reach quick issue resolution and maximize Product uptime. If available on the Product, TIP Virtual Assist<sup>SM</sup> On Demand clinical applications support is included. If indicated on Schedule A, TIP-Ed Online<sup>SM</sup> entitles customer to GE Healthcare TIP-Ed Online<sup>SM</sup> continuing education ("CE") training and business programming for diagnostic imaging and other healthcare professionals. AP Rapid gives access to iCenter<sup>TM</sup> reports that are accessible twenty-four (24) hours per day, seven (7) days a week through GE Healthcare's iCenter website (refer to iCenter Statement of Service Deliverables attached herein).

For Product identified on the Service Agreement as "AssurePoint Rapid", GE Healthcare will provide the following:

#### Hardware and Software Malfunctions and Errors

If the GE Healthcare software fails to perform substantially in accordance with the applicable Licensed Software Documentation as defined herein ("errors") or the hardware provided by GE Healthcare fails to perform substantially in accordance with GE Healthcare's hardware specifications (as such specifications exist on the date the hardware is shipped) ("malfunctions"), then GE Healthcare will use commercially reasonable efforts to fix such errors or malfunctions within a reasonable period of time after notification by Customer or detection by GE Healthcare, provided such errors and/or malfunctions are verifiable and reproducible. Licensed Software Documentation is defined as the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to the Customer.

GE Healthcare may provide correction of an error by means of a temporary fix consisting of sufficient programming and operating instructions to implement such error correction that causes the software to perform substantially in accordance with the applicable Licensed Software Documentation. GE Healthcare may include such error correction or an equivalent in Software Updates. Repairs of malfunctions consist of either (a) any modification, adjustment, or repair of the hardware that corrects a malfunction by bringing the hardware into substantial conformity with the hardware specifications or (b) a procedure or routine that, when observed in the regular operation of the hardware, causes the hardware to substantially conform to the hardware specifications.

#### Corrective Maintenance Service

GE Healthcare or its authorized agent(s) will use commercially reasonable efforts to resolve any service issue remotely after the following occurs: (a) Customer's initial call is received by GE Healthcare for corrective maintenance service or (b) detection by GE Healthcare of any error or malfunction. GE Healthcare will provide phone technical support 24 hours per day, 7 days a week (excluding GE Healthcare holidays). Expedited phone technical support will be provided by GE Healthcare in accordance with this AP Rapid offering.

If the service issue cannot be resolved remotely, GE Healthcare or its authorized agent(s) will provide onsite corrective maintenance service during the Onsite Coverage Hours stated on Schedule A.

Corrective maintenance service provided outside of Onsite Coverage Hours (including weekends and GE Healthcare holidays, unless otherwise indicated on Schedule A) will be billed at GE Healthcare's then-current standard applicable contract overtime rate.

During Onsite Coverage Hours, the GE Healthcare Field Engineer ("FE") will use commercially reasonable efforts to arrive onsite to begin correcting any malfunctions per the Onsite Response Time indicated on Schedule A.

GE Healthcare will provide at no additional cost all Replacement Parts (as referenced below) needed to perform required corrective maintenance service repairs (standard freight included), subject to availability.

#### Planned Hardware Maintenance ("PM") Service

GE Healthcare or its authorized agent(s) will provide PM pursuant to GE Healthcare and original equipment manufacturer ("OEM") recommended frequencies and hardware specifications as set forth in the applicable service manuals.

Such maintenance will be performed at mutually agreed times during PM Coverage Hours (excluding weekends and GE Healthcare holidays, unless otherwise specified) on Schedule A.

GE Healthcare will provide at no additional cost all Replacement Parts (as referenced below) needed to perform the required PM (standard freight included), subject to availability.

#### Replacement Parts

Replacement parts means the lowest level component repair part available that will bring the Product up to specifications for clinical use ("Replacement Part(s)"). GE Healthcare will only provide subassemblies or assemblies if a lower level replacement part is not available.

Replacement Parts provided as part of the Service Agreement are supplied only in conjunction with routine repair and maintenance of the Product as such repairs or maintenance are required in the useful life of the Product.

GE Healthcare may, in its sole discretion, decline to provide, or charge additional fees for, such Replacement Parts if GE Healthcare reasonably determines that such parts are unnecessary for routine repair and maintenance of the Product.



A Replacement Part may be provided on a new or exchange (refurbished) basis, at GE Healthcare's sole discretion, as long as it meets or exceeds OEM standards for equivalent quality and reliability equivalent as a new part. In the event an exchange part is provided to the Customer, such part will become GE Healthcare property and will be removed from the Customer's site by the FE or Customer must return the part to GE Healthcare by the date specified in the order to avoid being billed for the non-return of the replaced exchange part.

Except for special order parts as defined below and where otherwise specified herein, Replacement Parts will be shipped standard freight included. If Replacement Parts delivery priority is indicated on Schedule A, it will be subject to shipment cut-off times for the applicable distribution center (times available upon request). Special order parts are Products with very low demand and not regularly stocked by GE Healthcare. GE Healthcare will use commercially reasonable efforts to deliver such parts to Customer if available.

**No Charge Special Handling (If indicated on Schedule A)** GE Healthcare will provide no charge Special Handling of Critical Parts (defined herein) in Product hard down situations. Critical Parts are defined as Replacement Parts required to provide for sufficient functionality of the Product to resume patient scanning and diagnosing images on the Product display console or operator's console. Special Handling delivery is defined as expedited delivery beyond GE Healthcare's Replacement Parts delivery priority as specified on Schedule A.

**Onsite Parts (If indicated on Schedule A)** GE Healthcare will provide an onsite supply of Replacement Parts for Customer-designated critical Product, as either components or kits ("Onsite Parts"). The cost of Onsite Parts will be amortized over the Term of the Service Agreement. To the extent cancellation is permitted under this Service Agreement, Customer is obligated to pay in full any unpaid related balance. Unless otherwise specified, the Onsite Parts will be Customer's property upon the expiration of the Service Agreement. If Onsite Parts are unavailable for the specified critical Product, GE Healthcare will provide next business day parts delivery (expedited freight included), subject to availability.

### Exceptions

Product may be excluded from coverage under the Service Agreement and Customer will not be entitled to any remedy if GE Healthcare's failure to provide PM or corrective maintenance service results from (i) Customer cancellation, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

Unless expressly indicated on Schedule A, the following items are excluded from coverage under the Service Agreement: x-ray tubes, image intensifier tubes, detectors, stand alone workstations, crystals, probes, sensors, transmission pin sources, transducers, chillers, non-GE supplied coils, MR surface coils on non-GE Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogens, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, stylus, radiation shields, overhead lights, software, and cosmetic upgrades or any other parts used to correct or enhance the aesthetic appearance of the Product. GE Healthcare will charge Customer separately for such items.

### Phone Clinical Applications Support (If available on GE Healthcare Product)

GE Healthcare will provide clinical applications support Monday – Friday, 8:00AM to 5:00PM Central Standard Time (excluding GE Healthcare holidays) by telephone in response to inquiries by Customer personnel that have been trained by GE Healthcare to properly use the software and/or hardware.

### TiP™ Answer Line (If indicated on Schedule A)

TiP Answer Line provides toll-free phone access to GE Healthcare's applications experts. TiP Answer Line support is available during modality hours of operation (times available upon request) by calling 1-800-682-5327.

### TiP Virtual Assist® ("TVA") On Demand (If indicated on Schedule A)

TVA On Demand provides live, interactive, two-way remote troubleshooting or training sessions. These sessions include real-time observation and interaction with the Product interface and allow for reinforcement of onsite training, with the ability to do live interactive demonstrations, observe procedures, and answer questions as they arise. Possible topics for review include image quality assessment and protocol review. Facility personnel give permission for TVA session on iLinq™ and the TiP team initiates the session.

GE Healthcare will provide remote applications training and problem solving, consisting of up to 12 hours per contract year of the Service Agreement including:

- **TVA Problem Resolution:** Use of TVA for immediate problem resolution and troubleshooting. This feature works in concert with the TiP Answer Line, which consists of toll-free access to TiP applications experts for phone support. Support is available during modality hours of operation (times available upon request). Call 1-800-682-5327 or press the iLinq button and ask for TiP Answer Line. As troubleshooting is in process, the TiP applications experts may recommend follow-up remote training that can be scheduled with the GE Healthcare TiP applications team.
- **Scheduled One-on-One TVA Training:** Remote training can be scheduled for 1 or 2-hour blocks, Monday – Friday (excluding GE Healthcare holidays).

**Customer Responsibilities for TVA Training** Any unused training entitlement in a particular contract year will be forfeited. One-on-one training sessions may be scheduled with the GE Healthcare TiP applications team at any time by contacting the TiP Answer Line. Training sessions will be available during modality hours of operation (times available upon request).

### TiP-Ed Online™ (If indicated on Schedule A)





Entitles customer to GE Healthcare TiP-Ed Online<sup>SM</sup> continuing education ("CE") training and business programming for diagnostic imaging and other healthcare professionals.

### Software Updates and Upgrades

Software Updates are included, and consist of any error correction or modification that maintains existing software features and functionality made generally available to GE Healthcare's customer installed base. Software Updates typically will be installed during PM visits per PM Coverage Hours stated on Schedule A. Customer is solely responsible to ensure that all data is appropriately backed up prior to installation of any Software Update.

Software Updates DO NOT include any separately licensed software modules which provide additional functionality relating to an application or feature for the hardware or software.

Software Upgrades are NOT included, and consist of any revisions or enhancements of the software by GE Healthcare that improve or expand existing software features or functionality that are made generally made available for purchase by any GE Healthcare customer.

Additional hardware and/or software (including upgrades to third party software, such as operating system software) required for the Software Updates are excluded. Customer is responsible for the cost of such additional hardware and/or software upgrades and such other changes (including training, project management and integration services) as may be necessary to support the Software Updates.

### Remote Diagnostic Service *(If indicated on Schedule A)*

Remote Diagnostic Service tools allow GE Healthcare to link to and monitor Product performance remotely and troubleshoot or repair emerging technical issues. All Remote Diagnostic Service features described below comply with the access provisions stated in the Service Agreement. The features listed below may not be available on all Products.

**InSite.** InSite is GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability. InSite support is available during online support modality hours of operation (times available upon request).

**InSite OnWatch.** InSite OnWatch uses data-driven maintenance prediction tools to monitor Customer's Product and the components that are the leading cause of downtime, forecasting the need for maintenance events.

**iLinq.** iLinq is a communication tool that resides on the Product operator console. It 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 Customer to request support and for GE Healthcare to respond and (ii) messaging, which provides a status report and historic log of Customer's Contact GE requests and allows GE Healthcare to send information to Customer's operator console. GE Healthcare will use commercially reasonable efforts to provide a response to iLinq service requests within 5 minutes.

**iLinq Diagnostic.** For service requests received through iLinq, GE Healthcare will process Customer's request with high priority responding typically within 5 minutes or less and will use commercially reasonable efforts to provide a fix or diagnosis of the issue within 15 minutes of beginning to work on the Product remotely. In addition, where onsite corrective maintenance service is required, GE Healthcare will perform a live hand-off with Customer and the FE, including outlining the steps and timeline to resolve the service event.

### Same Day Repair Solution Guarantee *(If indicated on schedule A)*

GE Healthcare guarantees to commence corrective maintenance service efforts remotely within the same business day after Customer's initial call is received by GE Healthcare for corrective maintenance service ("Same Day Repair Solution Guarantee"). Customer must place a service call to GE Healthcare Monday - Friday before 4:00PM local site time ("LST") in order to receive the Same Day Repair Solution Guarantee.

If the service issue cannot be resolved remotely, GE Healthcare or its authorized agent(s) will provide onsite corrective maintenance service within the same business day.

If GE Healthcare determines the Product will not be functional within the same business day of commencement of efforts to correct the error or malfunction, GE Healthcare will provide Customer with a Loaner System that is substantially similar to the covered Product with same business day delivery (expedited one-way freight included) at no additional cost, subject to availability.

The Loaner System will be available to the Customer until repair can be made on the Product.

Failure to return the Loaner System within fourteen (14) days of the date GE Healthcare returns the covered Product to the Customer will result in monthly rental fees equal to 1/12 of the original list purchase price of the Loaner System. Customer is responsible for (i) one-way freight for all Loaner System returned to GE Healthcare; and (ii) any damage incurred during return shipment to GE Healthcare. Customer is responsible for proper packing of the Loaner System. When returning the Loaner System, please use the original packing material or any alternative recommended by GE Healthcare. All shipments must be sent insured for the replacement value of the covered Product being shipped.

For Product covered by the Same Day Repair Solution Guarantee, GE Healthcare will provide parts delivery for Critical Parts within the same business day (expedited freight included).

If GE Healthcare fails to meet the Same Day Repair Solution Guarantee, Customer will be provided an extension of the Service Agreement for the affected Product by six (6) months. This extension only applies to the Product for which GE Healthcare did not meet the Same Day Repair Solution Guarantee and Customer shall only be entitled to one (1) six-month extension per Product.

Customer will not be entitled to any remedy if GE Healthcare's failure to meet the Same Day Repair Solution Guarantee results from (i) Customer cancellations, requested rescheduling or inability to access the Product, (ii) Customer's default, including GE Healthcare's suspension of service for failure to make timely



payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control. GE Healthcare reserves the right to cancel the Same Day Repair Solution Guarantee at any time, and upon such cancellation, GE Healthcare will modify the price charged for the Service Agreement.

#### Uptime Performance *(If indicated on Schedule A)*

##### Uptime Performance Promise

During any contract year, should the Product fail to achieve GE Healthcare's Uptime Commitment, as provided in Schedule A, the Customer will be provided a reduction in the amount of the then-current Total Normal Fixed Charges for the affected Product during the following contract year.

% less than Uptime  
Commitment

Penalty

0%	0
0.1 - 5.0%	5%
5.1 - 10.0%	10%
More than 10%	15%

The above stated Uptime Performance Promise is the Customer's sole and exclusive remedy for GE Healthcare's failure to meet the specified Uptime Commitment.

##### Uptime Commitment Calculation

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) - (PM hours during prior 365 days). Where "a" hours per day and "b" days per week are determined by Customer's elected Onsite Coverage Hours for each Product.

Downtime = total number of hours Product is inoperable and out of service during the Uptime Base Hours.

PM time will not be included in the calculation of downtime. If GE Healthcare's responding service representative agrees the Product is inoperable, the Product will be considered out of service from the time the request for service was received at GE Healthcare's designated facility until the Product is once again turned over to the Customer for operation. Should the Customer fail to give GE Healthcare's responding service representative immediate and unencumbered access to the Product or continue to obtain scans after notifying GE Healthcare of any Product failure, the Product will be considered to be in service.

A Product will be considered inoperable and out of service under the Uptime Performance Promise if the Product is unavailable for scanning patients and diagnosing images on the Product 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 Product failure, and damage or inoperability due to any cause outside of GE Healthcare's reasonable control will be excluded from the Uptime Commitment 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.

Customer will not be entitled to any remedy if GE Healthcare's failure to meet Uptime Performance Promise results from (i) Customer cancellations, requested rescheduling or inability to access the Product, (ii) Customer's default, including GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

##### Uptime Tracking

Customer will be responsible for the tracking and calculation of uptime. If Customer believes that GE Healthcare did not meet the Uptime Performance Promise, Customer will give written notice to GE Healthcare within a reasonable time following the end of the year period of its failure to meet the Uptime Commitment, along with all pertinent data evidencing GE Healthcare's failure to meet the Uptime Commitment. GE Healthcare shall have a reasonable time to review the information provided, and shall thereafter submit a response to the Customer.



The service agreement ("Service Agreement") consists of GE Healthcare's Standard Terms and Conditions - Sales and Service, Additional Terms and Conditions Service, this AssurePoint Standard Statement of Service Deliverables ("AP Standard") and any applicable quotation, work statement or schedule ("Schedule A") attached thereto, and will apply to the service of the GE Healthcare Products. ("Products" mean equipment and software identified herein.) AP Standard is intended to provide essential full-service corrective and preventative maintenance, including all required parts, labor and GE Healthcare Software Updates (as defined herein). If specified herein, remote service diagnosis and repair may be used to maximize Product uptime. AssurePoint Standard gives access to iCenter™ reports that are accessible twenty-four (24) hours per day, seven (7) days a week through GE Healthcare's iCenter website (refer to iCenter Statement of Service Deliverables attached herein).

For Product identified on the Service Agreement as "AssurePoint Standard", GE Healthcare will provide the following:

#### Hardware and Software Malfunctions and Errors

If the GE Healthcare software fails to perform substantially in accordance with the applicable Licensed Software Documentation as defined herein ("errors") or the hardware provided by GE Healthcare fails to perform substantially in accordance with GE Healthcare's hardware specifications (as such specifications exist on the date the hardware is shipped) ("malfunctions"), then GE Healthcare will use commercially reasonable efforts to fix such errors or malfunctions within a reasonable period of time after notification by Customer or detection by GE Healthcare, provided such errors and/or malfunctions are verifiable and reproducible. Licensed Software Documentation is defined as the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to the Customer.

GE Healthcare may provide correction of an error by means of a temporary fix consisting of sufficient programming and operating instructions to implement such error correction that causes the software to perform substantially in accordance with the applicable Licensed Software Documentation. GE Healthcare may include such error correction or an equivalent in Software Updates. Repair(s) of malfunctions consist of either (a) any modification, adjustment, or repair of the hardware that corrects a malfunction by bringing the hardware into substantial conformity with the hardware specifications or (b) a procedure or routine that, when observed in the regular operation of the hardware, causes the hardware to substantially conform to the hardware specifications.

#### Corrective Maintenance Service

GE Healthcare will use commercially reasonable efforts to resolve any service issue remotely after the following occurs: (a) Customer's initial call is received by GE Healthcare for corrective maintenance service or (b) detection by GE Healthcare of any error or malfunction. Unless otherwise specified in Schedule A, GE Healthcare will provide phone technical support 24 hours per day, 7 days a week (excluding GE Healthcare holidays), and use commercially reasonable efforts to respond by telephone to a report of an error or malfunction within one (1) hour after notification by the Customer.

If the service issue cannot be resolved remotely, GE Healthcare or its authorized agent(s) will provide onsite corrective maintenance service during the Onsite Coverage Hours stated on Schedule A.

Corrective maintenance service provided outside of Onsite Coverage Hours (including weekends and GE Healthcare holidays, unless otherwise indicated on Schedule A) will be billed at GE Healthcare's then-current standard applicable contract overtime rate.

During Onsite Coverage Hours, the GE Healthcare Field Engineer ("FE") will use reasonable efforts to arrive onsite to begin correcting any malfunctions per the Onsite Response Time indicated on Schedule A. If Customer requests faster response, GE Healthcare may charge an expediting fee.

GE Healthcare will provide at no additional cost all necessary service replacement parts to perform required corrective maintenance service repairs (standard freight included) subject to availability.

#### Planned Hardware Maintenance ("PM") Service

GE Healthcare or its authorized agent(s) will provide PM pursuant to GE Healthcare and original equipment manufacturer ("OEM") recommended frequencies and hardware specifications as set forth in the applicable service manuals.

Such maintenance will be performed at mutually agreed times during PM Coverage Hours (excluding weekends and GE Healthcare holidays, unless otherwise specified) on Schedule A.

GE Healthcare will provide at no additional cost all necessary service parts to perform the required PM (standard freight included) subject to availability.

#### Replacement Parts

Replacement parts means the lowest level component repair part available that will bring the Product up to specifications for clinical use ("Replacement Part(s)"). GE Healthcare will only provide subassemblies or assemblies if a lower level replacement part is not available.

Replacement Parts provided as part of the Service Agreement are supplied only in conjunction with routine repair and maintenance of the Product as such repairs or maintenance are required in the useful life of the Product.

GE Healthcare may, in its sole discretion, decline to provide, or charge additional fees for, such Replacement Parts if GE Healthcare reasonably determines that such parts are unnecessary for routine repair and maintenance of the Product.

A Replacement Part may be provided on a new or exchange (refurbished) basis, at GE Healthcare's sole discretion, as long as it meets or exceeds OEM standards for equivalent quality and reliability equivalent as a new part. In the event an exchange part is provided to the Customer, such part will become GE Healthcare property and will be removed from the Customer's site by the FE or Customer must return the part to GE Healthcare by the date specified in the order to avoid being billed for the non-return of the replaced exchange part.



Except for special order parts as defined below, Replacement Parts will be shipped freight included. If Replacement Parts delivery priority is indicated on Schedule A, it will be subject to shipment cut-off times for the applicable distribution center (times available upon request). Expedited parts delivery is available upon request or an additional fee. Special order parts are Products with very low demand and not regularly stocked by GE Healthcare. GE Healthcare will use commercially reasonable efforts to deliver such parts to Customer if available.

### Exceptions

Customer may be excluded from coverage under the Service Agreement and will not be entitled to any remedy if GE Healthcare's failure to provide PM or corrective maintenance service results from (i) Customer cancellation, requested rescheduling or inability to access the Product, (ii) Customer's default, including but not limited to GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

Unless expressly indicated on Schedule A, the following items are excluded from coverage under the Service Agreement: x-ray tubes, image intensifier tubes, detectors, stand alone workstations, crystals, probes, sensors, transmission pin sources, transducers, chillers, non-GE supplied coils, MR surface coils on non-GE Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils, cryogenics, user-replaceable parts and supplies (e.g. rubber and elastomer goods, such as breathing circuits, including filters, water traps, tubes, masks, and bags), batteries (unless it requires machine disassembly AND are specified to be replaced on the OEM planned maintenance procedures), user-replaceable cartridges, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, laser tubes, film magazines, patient cables, radiation sources, refrigeration compressors, styli, radiation shields, overhead lights, software, and cosmetic upgrades or any other parts used to correct or enhance the aesthetic appearance of the Product. GE Healthcare will charge Customer separately for such items.

### Phone Clinical Applications Support (If available on GE Healthcare Product)

GE Healthcare will provide clinical applications support Monday – Friday, 8:00AM to 5:00PM Central Standard Time, excluding GE Healthcare holidays, by telephone in response to inquiries by Customer personnel that have been trained by GE Healthcare to properly use the software and/or hardware.

### TiP™ Answer Line (If indicated on Schedule A)

TiP Answer Line provides toll-free phone access to GE Healthcare's applications experts. TiP Answer Line support is available during modality hours of operation (times available upon request by calling 1-800-682-5327).

### Software Updates and Upgrades

Software Updates are included, and consist of any error correction or modification that maintains existing software features and functionality made generally available to GE Healthcare's customer installed base. Software Updates typically will be installed during PM visits per PM Coverage Hours stated on Schedule A. Customer is solely responsible to ensure that all data is appropriately backed up prior to installation of any Software Update.

Software Updates DO NOT include any separately licensed software modules which provide additional functionality relating to an application or feature for the hardware or software.

Software Upgrades are NOT included, and consist of any revisions or enhancements of the software by GE Healthcare that improve or expand existing software features or functionality that are made generally made available for purchase by any GE Healthcare customer.

Additional hardware and/or software (including upgrades to third party software, such as operating system software) required for the Software Updates are excluded. Customer is responsible for the cost of such additional hardware and/or software upgrades and such other changes (including training, project management and integration services) as may be necessary to support the Software Updates.

### Remote Diagnostic Service (If indicated on Schedule A)

Remote Diagnostic Service tools allow GE Healthcare to link to and monitor Product performance remotely and troubleshoot or repair emerging technical issues. All Remote Diagnostic Service features described below comply with the access provisions stated in the Service Agreement. The features listed below may not be available on all Products.

**InSite™.** InSite is GE Healthcare's proprietary remote call support or remote diagnostic troubleshooting capability. InSite support is available during online support modality hours of operation (times available upon request).

**iLinq™.** iLinq is a communication tool that resides on the Product operator console. It 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 Customer to request support and for GE Healthcare to respond and (ii) **messaging**, which provides a status report and historic log of Customer's Contact GE requests and allows GE Healthcare to send information to Customer's operator console. GE Healthcare will use commercially reasonable efforts to provide a response to iLinq service requests within 30 minutes.

### Uptime Performance Promise (If indicated on Schedule A)

During any year of the Service Agreement, should any Product fail to achieve GE Healthcare's Uptime Commitment, as provided in Schedule A, the Customer will be provided an extension of this Service Agreement for the affected Product by ten (10) calendar days for every percentage point (rounded to the nearest percentage) below GE Healthcare's Uptime Commitment.

Example: If the Uptime Commitment is 95%; a 94% Uptime Performance would result in a coverage extension of ten (10) calendar days, 93% Uptime Performance would result in an extension of twenty (20) days.



The above stated Uptime Performance Promise is the Customer's sole and exclusive remedy for GE Healthcare's failure to meet the specified Uptime Commitment.

### Uptime Commitment Calculation

Uptime shall be calculated as follows:

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

Uptime Base = ("a" hours per day X "b" days per week X 52 weeks) - (PM hours during prior 365 days). Where "a" hours per day and "b" days per week are determined by Customer's elected Onsite Coverage Hours for each Product.

Downtime = total number of hours Product is inoperable and out of service during the Uptime Base Hours.

PM time will not be included in the calculation of downtime. If GE Healthcare's responding service representative agrees the Product is inoperable, the Product will be considered out of service from the time the request for service was received at GE Healthcare's designated facility until the Product is once again turned over to the Customer for operation. Should the Customer fail to give GE Healthcare's responding service representative immediate and unencumbered access to the Product or continue to obtain scans after notifying GE Healthcare of any Product failure, the Product will be considered to be in service.

A Product will be considered inoperable and out of service under the Uptime Performance Promise if the Product is unavailable for scanning patients and diagnosing Images on the Product 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 Product failure, and damage or inoperability due to any cause outside of GE Healthcare's reasonable control will be excluded from the Uptime Commitment 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.

Customer will not be entitled to any remedy if GE Healthcare's failure to meet Uptime Performance Promise results from (i) Customer cancellations, requested rescheduling or inability to access the Product, (ii) Customer's default, including GE Healthcare's suspension of service for failure to make timely payments as stated in the Service Agreement, (iii) improper care of the Product related to damage by the Customer or abuse (e.g. broken screen due to drop or fall) or (iv) any cause beyond GE Healthcare's reasonable control.

### Uptime Tracking

Customer will be responsible for the tracking and calculation of uptime. If Customer believes that GE Healthcare did not meet the Uptime Performance Promise, Customer will give written notice to GE Healthcare within a reasonable time following the end of the year period of its failure to meet the Uptime Commitment, along with all pertinent data evidencing GE Healthcare's failure to meet the Uptime Commitment. GE Healthcare shall have a reasonable time to review the information provided, and shall thereafter submit a response to the Customer.

### Return to Manufacturer Authorization ("RMA") / Repair Depot

Certain Product can only be serviced by returning it to the GE Healthcare Repair Depot. If it is necessary to return Product for service to the GE Healthcare Repair Depot, repair service is included at no additional charge. Please contact the GE Healthcare service department for instructions and to obtain an RMA number. Average repair turnaround is two (2) business days (excluding shipping time) after receipt at the GE Healthcare Repair Depot. Customer is responsible for any damage incurred during shipping from Customer facility to GE Healthcare Repair Depot.

### Connectivity

Customer will provide GE Healthcare with access via connection validated by GE Healthcare for the Product such as an internet connection, VPN persistent access, 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.

If Customer does not permit GE Healthcare to connect via a connection validated by GE Healthcare for the Product, and the FE must therefore be dispatched to the Customer site, then the Customer will pay GE Healthcare at GE Healthcare's then-current standard applicable contract overtime rate.

Unless Customer specifically requests in writing that GE Healthcare disable the remote connection, the remote connection will continue to connect to Customer products following expiration of any Service Agreement. For products not covered by a current Service Agreement, GE Healthcare disclaims any obligation to monitor such products via a remote connection or advise Customer of any possible product error or malfunction.

### Database Management

GE Healthcare will not be responsible for providing system database maintenance for Customer. All activities related to system database maintenance including but not limited to backup, database administration activities such as adding new users and privileges, merging unspecified exams, updating physician list, archive and data integrity, are the sole responsibility of Customer.

### Ultrasound Products Only:

#### Handheld Compact Accidental Damage Replacement Coverage (if indicated on Schedule A)

GE Healthcare will provide replacement coverage during the Service Agreement for handheld compact (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Voluson i, Logiq e, Vivid e, Logiq ii) Product and probe failures that occur as a result of normal operations, handling or storage, and accidental damage (e.g., cracking from high impact drops or probe cable rupture from rolling equipment over cable).



The maximum number of replacement events (handheld or probe) that will be provided during any twelve (12)-month period is two (2). Claims must be made through GE Healthcare's standard service dispatch system. No claims that are reported after expiration or termination of the Service Agreement will be covered under the program, even if the damage occurred prior to expiration or termination.

The program does NOT cover abuse or loss or theft of the Product (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, 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 Product caused by improper cleaning, disinfecting, misuse or any other use that does not conform to the QEM guidelines.

**Handheld Compact Loaner Program *(If indicated on Schedule A)***

For Product identified on Schedule A as having Loaner Program Coverage, GE Healthcare will provide scheduled or unscheduled repair or maintenance of Customer's covered handheld compact (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Voluson i, Logiq e, Vivid e, Logiq i) Product. Coverage requires that the Product be returned to GE Healthcare for service. GE Healthcare will provide Customer with a temporary replacement product ("Loaner System") substantially similar to the covered Product returned to GE Healthcare. Shipping costs are included in service coverage. Service of covered Product will be completed within twenty-four (24) hours of GE Healthcare's receipt of the covered Product whenever possible.

Customer is responsible for proper packing of both the covered Product to be returned and the Loaner System. When returning the Product for service, please use the original packing material or any alternative recommended by GE Healthcare. Failure to return the Loaner System within fourteen (14) days of the date GE Healthcare returns the covered Product to the Customer 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 covered Product being shipped.



## 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 **08-31-2018**, unless earlier revoked in writing by an authorized representative of Customer.

## CUSTOMER INFORMATION

Name: NATIVIDAD Medical Center  
(Facility Name)

By: Henry W. ...  
(Printed Authorized Name)

Signature: [Signature]  
(Authorized Signature)

Title: CEO  
(Typed or Printed)

Date: 8/1/11





## NATIVIDAD MEDICAL CENTER SALINAS

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 9/1/2011

Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 408757NAMX4 Billing Acct: 690190366	GE XR AMX4+ AND PRIOR (XMB001)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Auto Exposure Control</li> <li>• Battery Replacement Coverage</li> <li>• Techswitch</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• Non-Canon Detector Retrofit</li> <li>• Peripherals</li> <li>• Printers</li> <li>• UPS</li> <li>• VCR</li> <li>• Workstation</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 95%</li> </ul>	\$4,088	
System ID: 408757NAMX5 Billing Acct: 690190366	GE XR AMX4+ AND PRIOR (XMB002)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Auto Exposure Control</li> <li>• Battery Replacement Coverage</li> <li>• Techswitch</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• Non-Canon Detector Retrofit</li> <li>• Peripherals</li> <li>• Printers</li> <li>• UPS</li> <li>• VCR</li> <li>• Workstation</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 95%</li> </ul>	\$4,088	
System ID: 408757NAMX6 Billing Acct: 690190366	GE XR AMX4+ AND PRIOR (XMB002)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Auto Exposure Control</li> <li>• Battery Replacement Coverage</li> <li>• Techswitch</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• Non-Canon Detector Retrofit</li> <li>• Peripherals</li> <li>• Printers</li> <li>• UPS</li> <li>• VCR</li> <li>• Workstation</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 95%</li> </ul>	\$4,088	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831755AW41 Billing Acct: 690190366	GE WORKSTATION ADVANTAGE WORKSTATION 4.1 AND PRIOR (WVW122)	9/1/2011	AssurePoint Standard	INCLUDED: • iLinq Response Time: 30 mins	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-9PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• PM Cov.: Mon-Fri, 8AM-9PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$5,001	
System ID: 831755BONE Billing Acct: 690190366	HOLOGIC MV XR HOLOGIC BONE DENSITOMETER QDR4500 (CW, A, SL) (XZO307)	9/1/2011	AssurePoint Standard	INCLUDED: • Tube Coverage	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 24 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Uptime Commitment: 95%</li> </ul>	\$8,541	
System ID: 831755CT01 Billing Acct: 690190366	GE CT LIGHTSPEED ULTRA (CSPD01)	9/1/2011	AssurePoint Rapid	INCLUDED: <ul style="list-style-type: none"> <li>• iLinq Diagnostic</li> <li>• iLinq Response Time: 5 Mins</li> <li>• InSite OnWatch</li> <li>• System and Tube Coverage: 3,001 - 5,000 Patients/Yr</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• Peripherals</li> <li>• UPS</li> <li>• Workstation</li> </ul>	<ul style="list-style-type: none"> <li>• TVA on Demand</li> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-9PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 2 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• No SPH parts fee for Hard Down</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-Midnight**</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• TIP-Ed Online Subscription</li> <li>• Uptime Commitment: 98%</li> </ul>	\$113,486	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831755IN1 Billing Acct: 690190366	GE NM INPNIA - WITH HAWKEYE (NMH921)	9/1/2011	AssurePoint Rapid	INCLUDED: <ul style="list-style-type: none"> <li>Acquisition Station</li> <li>Crystal Coverage</li> <li>Howkeye (With Tube)</li> <li>iLinq Response Time: 5 mins</li> <li>Table</li> <li>iLinq Diagnostic</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>Multi-Format Camera</li> <li>Peripherals</li> <li>UPS</li> <li>VCR</li> <li>Workstation</li> </ul>	<ul style="list-style-type: none"> <li>TVA on Demand</li> <li>FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>FE Cov. Weekends: No Coverage Hrs</li> <li>FE Onsite Response Time: 6 Hour</li> <li>iCenter Maintenance Reports: Silver</li> <li>InSite / Tech. Phone Support</li> <li>No SPH parts fee for Hard Down</li> <li>Ports Delivery: Priority</li> <li>PM Cov.: Mon-Fri, 8AM-5PM</li> <li>Software Updates: Safety &amp; Quality Updates</li> <li>TIP Answer Line</li> <li>TIP-Ed Online Subscription</li> <li>Uptime Commitment: 98%</li> </ul>	\$39,484	
System ID: 831755INJ1 Billing Acct: 690190366 Serial: 298	MEDRAD MV PR MEDRAD STELLANT SX (SME048)	9/1/2011	AssurePoint Standard	EXCLUDED: <ul style="list-style-type: none"> <li>XDS</li> </ul>	<ul style="list-style-type: none"> <li>FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>FE Cov. Weekends: No Coverage Hrs</li> <li>FE Onsite Response Time: 24 Hour</li> <li>PM Cov.: Mon-Fri, 8AM-5PM</li> <li>Uptime Commitment: 95%</li> </ul>	\$3,400	
System ID: 831755INUPS Billing Acct: 690190366 Serial: 526550	GAMATRONIC MV PR GAMATRONIC UPS 10 KVA (SGA101)	9/1/2011	AssurePoint Standard	EXCLUDED: <ul style="list-style-type: none"> <li>Battery Replacement Coverage</li> </ul>	<ul style="list-style-type: none"> <li>FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>FE Onsite Response Time: 6 Hour</li> <li>PM Cov.: Mon-Fri, 8AM-5PM</li> <li>Uptime Commitment: 95%</li> </ul>	\$3,000	
System ID: 831755LC1 Billing Acct: 690190366 Serial: 41631570	KODAK MV PR KODAK/IMM 8700 DRYVIEW IMAGER (SKO009)	9/1/2011	AssurePoint Standard		<ul style="list-style-type: none"> <li>FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>FE Cov. Weekends: No Coverage Hrs</li> <li>FE Onsite Response Time: 24 Hour</li> <li>PM Cov.: Mon-Fri, 8AM-5PM</li> <li>Uptime Commitment: 95%</li> </ul>	\$6,750	
System ID: 831755LC2 Billing Acct: 690190366 Serial: 41681033	KODAK MV PR KODAK/IMM 8700 DRYVIEW IMAGER (SKO009)	9/1/2011	AssurePoint Standard		<ul style="list-style-type: none"> <li>FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>FE Cov. Weekends: No Coverage Hrs</li> <li>FE Onsite Response Time: 24 Hour</li> <li>PM Cov.: Mon-Fri, 8AM-5PM</li> <li>Uptime Commitment: 95%</li> </ul>	\$6,750	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831755OEC1 Billing Acct: 690190366 Serial: 89-0320	GE XR OEC SERIES 9800 (KMS532)	9/1/2011	AssurePoint Standard	INCLUDED: • Tube Coverage • Battery Replacement Coverage • Dicom Gateway • Digital Acquisition Sys. • Printers EXCLUDED: • Image Intensifier • VCR	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • iCenter Maintenance Reports: Silver • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov.: Mon-Fri, 8AM-5PM • Software Updates: Safety & Quality Updates • TIP Answer Line • Uptime Commitment: 95%	\$10,731	
System ID: 831755TEE Billing Acct: 690190366	ALL MV UL MV TEE PROBE - 2D (UZP455)	9/1/2011	AssurePoint Standard		• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Onsite Response Time: 6 Hour • Technical Training Discount: 25%	\$6,261	
System ID: 831755TROPHY Billing Acct: 690190366	TROPHY MV XR TROPHY RLX 70 CCX DIG TIMER (KET501)	9/1/2011	AssurePoint Standard	INCLUDED: • Tube Coverage	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • iCenter Maintenance Reports: Silver • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov.: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$2,336	
System ID: 831755UL1 Billing Acct: 690190366 Serial: 02RDD2	PHILIPS MV UL PHILIPS IU22 (UZP457)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Specialty Probes EXCLUDED: • 3D Specialty Probes • Internal Dicom	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov.: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$12,469	
System ID: 831755UL2 Billing Acct: 690190366 Serial: 02RDJ2	PHILIPS MV UL PHILIPS IU22 (UZP457)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Specialty Probes EXCLUDED: • 3D Specialty Probes • Internal Dicom	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov.: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$12,469	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831755UL3 Billing Acct: 690190366 Serial: 02XRN1	PHILIPS MV UL PHILIPS IU22 (U2P457)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Specialty Probes EXCLUDED: • 3D Specialty Probes • Internal Dicom	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$12,469	
System ID: 831755UL5 Billing Acct: 690190366	SONOSITE MV UL SONOSITE TITAN (U22653)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Specialty Probes	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$5,840	
System ID: 831755UL7 Billing Acct: 690190366	SONOSITE MV UL SONOSITE TITAN (U22653)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Specialty Probes	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$5,840	
System ID: 831755UL8 Billing Acct: 690190366 Serial: 01G401	ATL MV UL HDI 3500 (U2D058) EOSL: 12/31/2010	9/1/2011	AssurePoint EOPL**	INCLUDED: • General Probes** • Specialty Probes**	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM** • FE Onsite Response Time: 8 Hour** • PM Cov: Mon-Fri, 8AM-5PM**	\$13,531	
System ID: 831755ULIE33 Billing Acct: 690190366 Serial: 02RDXX Cost Center: 02RDXX	PHILIPS MV UL PHILIPS IE33 (U2P460)	9/1/2011	AssurePoint Standard	INCLUDED: • General Probes • Internal Dicom • Specialty Probes EXCLUDED: • 3D Specialty Probes	• FE Cov. Weekdays: Mon-Fri, 8AM-5PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • InSite / Tech. Phone Support • Parts Delivery: Priority • PM Cov: Mon-Fri, 8AM-5PM • Uptime Commitment: 95%	\$16,210	
System ID: 831755XLR5P1 Billing Acct: 690190366	GE WORKSTATION XELERIS VIEWSTATION 1X (NXELVW)	9/1/2011	AssurePoint Standard	INCLUDED: • Iting Response Time: 30 mins EXCLUDED: • Peripherals • UPS	• FE Cov. Weekdays: Mon-Fri, 8AM-9PM • FE Cov. Weekends: No Coverage Hrs • FE Onsite Response Time: 6 Hour • iCenter Maintenance Reports: Silver • InSite / Tech. Phone Support • PM Cov: Mon-Fri, 8AM-9PM • Software Updates: Safety & Quality Updates • TIP Answer Line • Uptime Commitment: 97%	\$3,431	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831755XLR5VW1 Billing Acct: 690190366	GE WORKSTATION XELERIS VIEWSTATION 1X (NKLWVM)	9/1/2011	AssurePoint Standard	INCLUDED: • iUnq Response Time: 30 mins EXCLUDED: • Peripherals • UPS	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-9PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• PM Cov.: Mon-Fri, 8AM-9PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$3,431	
System ID: 831757NMR Billing Acct: 690190366	GE MR SIGNA 1.0T, 1.5T (MXF018)	9/1/2011	AssurePoint Rapid	INCLUDED: • Coldhead Chiller Coverage • GE Supplied Coils • iUnq Diagnostic • iUnq Response Time: 5 Mins • PowerTech • Spectroscopy EXCLUDED: • Peripherals • Printers • UPS • Workstation	<ul style="list-style-type: none"> <li>• TVA on Demand</li> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-9PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 2 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• No SPH parts fee for Hard Down</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-9PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• TIP-Ed Online Subscription</li> <li>• Uptime Commitment: 97%</li> </ul>	\$93,918	
System ID: 831757NCR Billing Acct: 690190366	GE MR MR MAGNET MAINTENANCE AND CRYOGEN (MSC28Z)	9/1/2011	Magnet Maintenance and Cryogen	INCLUDED: • Magnet Type: [MA1] MMC Coverage for 1.5T, 1.0T, 1.5T Non-Twin	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-9PM</li> <li>• InSite / Tech. Phone Support</li> <li>• InSite OnWatch</li> </ul>	\$29,575	
System ID: 8318IODEX Billing Acct: 690190366 Serial: 5273 Cost Center: 5273	BIODEX MV NM ALL BIODEX UPTAKE COUNTER (NZB800)	9/1/2011	AssurePoint Standard	INCLUDED: • Crystal Coverage	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Uptime Commitment: 95%</li> </ul>	\$1,460	
System ID: 831KODAKMIM1 Billing Acct: 690190366 Serial: 42011458 Cost Center: 420101458	KODAK MV PR KODAK MIM 25- 200 SERIES (SK0021)	9/1/2011	AssurePoint Standard		<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 24 Hour</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Uptime Commitment: 95%</li> </ul>	\$1,100	



Equipment Identifiers	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831KODAKMIM2 Billing Acct: 690190366 Serial: 42011547 Cost Center: 42011547	KODAK MV PR KODAK MIM 25- 200 SERIES (SK0021)	9/1/2011	AssurePoint Standard		<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 24 Hour</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Uptime Commitment: 95%</li> </ul>	\$1,100	
System ID: OECE21508 Billing Acct: 690190366 Serial: E21508	GE XR OEC SERIES 9900 ELITE (XMS582)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Battery Replacement Coverage</li> <li>• Dicom Gateway</li> <li>• Digital Acquisition Sys.</li> <li>• Image Intensifier: 12" II</li> <li>• Printers</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• MTS/Cordiac</li> <li>• VCR</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$14,965	On Warranty
System ID: OECE91337 Billing Acct: 690190366 Serial: E91337	GE XR OEC SERIES 9900 ELITE (XMS580)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Battery Replacement Coverage</li> <li>• Dicom Gateway</li> <li>• Digital Acquisition Sys.</li> <li>• Image Intensifier: 9" II</li> <li>• Printers</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• MTS/Cordiac</li> <li>• VCR</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov.: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$13,505	On Warranty

## NET ANNUAL VALUE:

\$459,317

## Comments:

The expense for costs not covered under contract such as hourly billed service, overtime and parts will not exceed \$150,000.00 annually. The past due amount for the biomed and DI contracts plus miscellaneous NCR invoices from March 2011 - June 2011 = \$270,310.

## Customer:

## GE Healthcare:

Approved By: Hong WaiTitle: CEA

Approved By: \_\_\_\_\_

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

Signature: [Signature]Date: 8/1/11

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

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





## GE Healthcare

## Schedule A

Equipment Identifier	Equipment	Effective Date	Offering	Options	Features	Annual Amount	Comments
System ID: 831KODAKMIM2 Billing Acct 690190366 Serial: 42011547 Cost Center: 42011547	KODAK MV PR KODAK MIM 25- 200 SERIES (SK0021)	9/1/2011	AssurePoint Standard		<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 24 Hour</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Uptime Commitment: 95%</li> </ul>	\$1,100	
System ID: OECE21508 Billing Acct 690190366 Serial: E21508	GE XR OEC SERIES 9900 ELITE (045582)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Battery Replacement Coverage</li> <li>• Dicom Gateway</li> <li>• Digital Acquisition Sys.</li> <li>• Image Intensifier: 12" II</li> <li>• Printers</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• MTS/Cardiac</li> <li>• VCR</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$14,965	On Warranty
System ID: OECE91337 Billing Acct 690190366 Serial: E91337	GE XR OEC SERIES 9900 ELITE (XMS580)	9/1/2011	AssurePoint Standard	INCLUDED: <ul style="list-style-type: none"> <li>• Tube Coverage</li> <li>• Battery Replacement Coverage</li> <li>• Dicom Gateway</li> <li>• Digital Acquisition Sys.</li> <li>• Image Intensifier: 9" II</li> <li>• Printers</li> </ul> EXCLUDED: <ul style="list-style-type: none"> <li>• MTS/Cardiac</li> <li>• VCR</li> </ul>	<ul style="list-style-type: none"> <li>• FE Cov. Weekdays: Mon-Fri, 8AM-5PM</li> <li>• FE Cov. Weekends: No Coverage Hrs</li> <li>• FE Onsite Response Time: 6 Hour</li> <li>• iCenter Maintenance Reports: Silver</li> <li>• InSite / Tech. Phone Support</li> <li>• Parts Delivery: Priority</li> <li>• PM Cov: Mon-Fri, 8AM-5PM</li> <li>• Software Updates: Safety &amp; Quality Updates</li> <li>• TIP Answer Line</li> <li>• Uptime Commitment: 97%</li> </ul>	\$13,505	On Warranty

## NET ANNUAL VALUE:

\$459,317

## Comments:

The expense for costs not covered under contract such as hourly billed service, overtime and parts will not exceed \$150,000.00 annually. The post due amount for the biomed and DI contracts plus miscellaneous NCR invoices from March 2011 - June 2011 = \$270,310.

## Customer:

## GE Healthcare:

Approved By: Hong WainTitle: SEAApproved By: Dean TurnerTitle: HSAMSignature: [Signature]Date: 8/1/11Signature: [Signature]Date: 8-22-11

GE Company Proprietary and Confidential

7/21/11 - eP87/14/11, Q7/13/11, S50212011674

Page 7 of 7

General Electric Company

## ADDENDUM TO QUOTATION

This Addendum to Quotation ("Addendum") is entered into as of July 22, 2011 by and between Natividad Medical Center with an address at 1441 Constitution Blvd, Salinas, CA 93912 ("Customer") and General Electric Company, through its division, GE Healthcare with an address at 3000 North Grandview Boulevard, Waukesha, WI 53188 ("GE Healthcare").

WHEREAS, GE Healthcare has provided Customer with that certain Quotation #99990382A (the "Quotation", attached hereto as Exhibit A) concerning GE Healthcare's desire to sell to Customer, and Customer's agreement to purchase from GE Healthcare, certain GE Healthcare products and/or services listed on such Quotation in accordance with the terms and conditions set forth on the Quotation (the "Agreement"); and

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

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

1. Section 1.2 (Governing Law) of the GE Healthcare General Terms and Conditions is amended by replacing such section with the following:

"The law of the state of California will govern this Agreement."

2. Section 1.6 (Termination) of the GE Healthcare General Terms and Conditions is amended by replacing the third sentence with the following:

"Effective December 1, 2012, Customer shall have the right to terminate this Agreement at its convenience upon thirty (30) days prior written notice to GE Healthcare. Upon termination, neither party shall have any further obligations under this agreement except for (i) payment obligations arising prior to the date of termination and (ii) obligations, promises or covenants contained in this agreement which by their terms must extend beyond the termination date."

3. The GE Healthcare General Terms and Conditions are amended by adding the following five (5) sections:

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

**"Equal Employment.** GE Healthcare shall comply with all applicable laws and regulations regarding equal opportunity and nondiscrimination. Please see GE Healthcare's "Reaffirmation of Equal Employment Opportunity Policy" letter attached hereto as Exhibit B."

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

GE Internal Use Only:

Prepared by: Richelle A. Ladwig  
Request #: 57146006

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

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

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

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

NATIVIDAD MEDICAL CENTER

Signature: [Signature]

Print Name: Harold W. ...

Title: CEO

Date: 8.1.11

GENERAL ELECTRIC COMPANY, THROUGH ITS  
DIVISION, GE HEALTHCARE

Signature: [Signature]

Print Name: Dean Turner

Title: NSAM

Date: 8-22-11

GE Internal Use Only:

Richelle

Prepared by:

A. Ladwig

Request #: 57146006

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

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

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

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

NATIVIDAD MEDICAL CENTER

Signature: 

Print Name: Henry Weiss

Title: CEO

Date: 8/1/11

GENERAL ELECTRIC COMPANY, THROUGH ITS  
DIVISION, GE HEALTHCARE

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

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

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

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

GE Internal Use Only:

Prepared by: Richelle A. Ladwig  
Request #: 57146006

Quotation #99990382A

Please see attached

Richelle

Prepared by: A. Ladwig  
Request #: 57146006

[illegible]

EXHIBIT B

REAFFIRMATION OF  
FAIR EMPLOYMENT PRACTICES POLICY

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

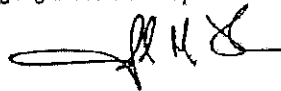
- (1) Recruit, hire, train, and promote persons in all job titles, without regard to race, color, religion, sex, age, orientation, national origin, disability, veteran status or other characteristic protected by law.
- (2) Base decisions on employment so as to further the principle of fair employment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

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

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

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

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



John M. Dineen  
President & CEO, GE Healthcare

Effective: January 1, 2010

GE Internal Use Only:

Richelle

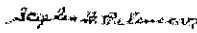
A. Ladwig

Prepared by:  
Request #: 57146006

## EXHIBIT C

Certificate of Insurance

## STANDARD CERTIFICATE OF INSURANCE -

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFIRMS THE CONTENTS OF THE POLICY. HOWEVER, OTHER THAN THOSE PROVIDED IN THE POLICY, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY DESCRIBED BELOW.		THIS DOCUMENT SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED UNDER THIS NUMBER.				
NAME AND ADDRESS OF INSURANCE COMPANY: <b>ELECTRIC INSURANCE COMPANY 75 SAM PONZO DRIVE, BEVERLY, MA 01915</b>		COMPANIES AFFORDING COVERAGES				
LOI COI 263494 09 10		COMPANY LETTER <b>A</b> ELECTRIC INSURANCE COMPANY				
		COMPANY LETTER <b>B</b>				
		COMPANY LETTER <b>C</b>				
NAME AND ADDRESS OF INSURED: <b>GE Healthcare - 3000 North Grandview Blvd, Waukesha, WI 53188 USA</b>		COMPANY LETTER <b>D</b>				
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED NAMES ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHEN THIS CERTIFICATE MAY BE ISSUED OR MAY CERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE ADDED TO ADDRESS CONTRACTUAL OBLIGATIONS OF THE NAMED INSURED.						
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY		
					PER OCCURRENCE	ANNUAL AGGREGATE
<b>A</b>	<b>GENERAL LIABILITY</b> IN COMMERCIAL FORM INTERMEDIARY OPERATIONS IN HOUSE IN HOUSE/OUTSOURCED OPERATIONS MAINTENANCE IN CONTRACT CONTRACTUAL IN ADVERTISING LIABILITY IN INDEPENDENT CONTRACTORS IN EMPLOYMENT OF INSURERS IN PERSONAL INJURY IN PERSONAL INJURY IN PERSONAL INJURY	<b>GL 11-1</b>	<b>1/1/11 TO 1/1/12</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	<b>\$ 2,500,000</b>	<b>\$5,000,000</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> IN COMMERCIAL FORM IN ALL OWNED IN RENTED IN HIGHWAYS	<b>ML 11-2</b>	<b>1/1/11 TO 1/1/12</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	<b>\$2,500,000</b>	
<b>A</b>	<b>EXCESS LIABILITY</b> IN POLICYMAN'S FORM	<b>XS 11-1</b>	<b>1/1/11 TO 1/1/12</b>	BODILY INJURY AND PROPERTY DAMAGE COMBINED	<b>\$2,500,000</b>	<b>\$5,000,000</b>
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> INCLUDES UNEMPLOYMENT AND LONG-TERM DISABILITY COVERAGE AND ALL STATES REQUIREMENTS	<b>WC 11-1</b>	<b>1/1/11 TO 1/1/12</b>	IN STATUTORY LIMITS		
				IN STATUTORY LIMITS	<b>\$2,500,000</b>	
				DISEASE - POLICY LIMIT	<b>\$2,500,000</b>	
				DISEASE - EACH EMPLOYEE	<b>\$2,500,000</b>	
<b>LOCATION:</b>						
<b>REMARKS:</b>						
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BELOW. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY ON ANY WHO UPON THE ISSUING AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.						
NAME AND ADDRESS OF CERTIFICATE HOLDER:				DATE ISSUED: 1/13/2011		
				 <b>STEPHEN G. PALENSCAR</b> Authorized Representative		

<https://committees.electricinsurance.com/etweb/coi/std/blankCert.asp?01/13/2011 12:01:51 PM>

GE Internal Use Only:

 Richelle  
A. Ladwig

 Prepared by:  
Request #: 57146006

 Page 5 of 5  
GE Healthcare Confidential & Proprietary