



Contract Number

20-971

SAP Number

## Sheriff/Coroner/Public Administrator

Department Contract Representative

John Ades, Captain

Telephone Number

909-387-0640

Contractor

GE Medical Systems, Ultrasound  
and Primary Care Diagnostics, LLC

Contractor Representative

Joseph Clouse

Telephone Number

619-417-2224

Contract Term

Effective 13 months after delivery of  
equipment – up to 84 months

Original Contract Amount

\$39,627

Amendment Amount

Total Contract Amount

\$39,627

Cost Center

4420001000

### Briefly describe the general nature of the contract:

Approve Contract with GE Medical Systems, Ultrasound and Primary Care Diagnostics, LLC, for the provision of an extended service warranty for a Voluson S10 Expert BT18 USA ultrasound system, in an amount not to exceed \$39,627, for an 84-month period to begin 13 months after initial delivery of equipment.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Richard D. Luczak, Deputy County Counsel

Date 10/1/2020

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

John Ades, Captain

Date 10/1/2020



# GE Healthcare Service Quotation

AGREEMENT# \_\_\_\_\_ ACCOUNT# \_\_\_\_\_ QUOTATION ID# **DCBC526**

**Customer Information:** Name: West Valley Detention Center  
Address: 9500 Etiwanda Ave  
City: Rancho Cucamonga State: CA Zip: 91739

**Customer Billing Information:** Name: West Valley Detention Center  
Address: 9500 Etiwanda Ave  
City: Rancho Cucamonga State: CA Zip: 91739

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

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

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

	Contact Name:	Email address:
1. To be notified when this Agreement is processed:	_____	_____
2. To receive all invoices electronically via email:	_____	_____

**Term:** 84 months

**Billing Frequency:** Annually - Advance

**Payment Schedule\*\*\*:** \_\_\_\_\_

The following payments have non-date effective dates:  
\$5,661.00 Annually - Advance, Effective at End of Warranty

**Payment Terms:** Net 60 days of invoice date

**Electronic Funds Transfer Authorized:** ☐ Yes ☐ No

Service Sales Rep.: Joseph Clouse

Email: [joseph.clouse@ge.com](mailto:joseph.clouse@ge.com)

Phone: 619-417-2224

**Agreement Start Date\*\*:** End of Warranty

**Quotation Expiration Date:** October 21, 2020

**PO Requirement:** ☐ Yes ☐ No

PO #: \_\_\_\_\_ PO Expiration Date: \_\_\_\_\_

**Sales And Use Tax Status:** No Exemption Certification on file

**\*\*Agreement Start Date:** The "Agreement Start Date" begins on: (a) the above date if Customer signs and returns this Agreement within 30 calendar days of that date; or (b) the date of signature if Customer does not sign and return this Agreement within 30 calendar days of the above date.

**Annual Charges:** See Product Schedule for annual charges, offerings, coverage, and start dates for each Product. Charges are based on Product inventory, offerings, and coverage as of the Agreement Start Date and may change to reflect inventory and coverage modifications, variable charges and other adjustments as specified in this Agreement. If this Agreement's annual charges are less than \$12,000, GE Healthcare reserves the right to enforce automatic bill payment (via ACH or credit card).

**\*\*\*Payment Schedule:** Charges are payable in installments as set forth above plus applicable taxes. These charges may change based on Product additions/deletions, inflation adjustments or other modifications permitted by this Agreement. Customer will be billed beginning on the Agreement Start Date. Payment is due the first of each month. If the Agreement Start Date is not the first of the month, the first and last payments will be prorated. If Customer finances the Services with GE HFS LLC, Customer is responsible for payment under this Agreement, but the payment schedule may be modified as identified in the Customer/GE HFS LLC financing agreement.

**Agreement:** This Agreement is between the "Customer" identified above and the GE Healthcare business identified below ("GE Healthcare"), for the sale and purchase of the Services and/or the Subscription identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as the GE Healthcare: (1) Quotation; (2) Product Schedule; (3) Statement of Service Deliverables; and (4) Service Terms & Conditions, that apply to the Products, Services and/or Subscription identified in this Quotation. In the event of conflict, the order of precedence is as listed. GE Healthcare can withdraw this Quotation at any time before "Quotation Acceptance", which occurs when Customer either: (i) signs and returns this Quotation; or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare. On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Services and/or Subscription identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except signatures on the signature blocks below) are void. This Agreement is not part of an umbrella or other group purchasing agreement unless otherwise indicated.

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

**Customer**

Signature: Curt Hagman

Print Name: Curt Hagman

Title: Chairman, Board of Supervisors

Date: OCT 06 2020

**GE Precision Healthcare LLC, a GE Healthcare business**

Signature: Joe Clouse

Print Name: Joseph Clouse

Title: RSSR

Date: 9/9/2020

# West Valley Detention Center

Support and prices quoted below are valid provided the customer signs and returns this quote to GE Healthcare by 10/21/2020

Equipment Identifiers	Trans. Type	Equipment	Effective Date	Offering	Options	Features	Annual Amount
System ID: TBD Phy Loc Acct: TBD	ADD POS	GE UL VOLUSON S10 (BT18) (UKVS1B)	End of Warranty through End of Agreement	AssurePoint Standard	INCLUDED: • DVR • EXTERNAL DVD R/W • GENERAL/SPECIALTY PROBES: 01 Replacement per year (even if caused by accidental damage) • PEDOF PROBE • Printers EXCLUDED: • Continuity	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 6-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • PM Cov.: Mon-Fri 8AM-5PM, 1 per Year • Remote Apps Support Level-1: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-JUL • Uptime Commitment: 95%	\$5,661

NET ANNUAL VALUE:

\$5,661





- 1. Definitions.** As identified in this Agreement, "Equipment" is hardware and embedded software that is licensed with the purchase of the hardware delivered to Customer in GE Healthcare's packaging and with its labeling; "Software" is software developed by GE Healthcare and/or delivered to Customer in GE Healthcare's packaging and with its labeling, and Documentation associated with the software; "Third Party Software" and "Third Party Equipment" are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party's packaging and with its labeling (collectively, "Third Party Product"); "Product" is Equipment, Software and Third Party Product; "Services" are Product support or professional services; and "Subscription" is a limited-term, non-transferable license to access and use a Product (except Healthcare Digital Products), including any associated Services. "Healthcare Digital Products" are: (i) Software identified in the Quotation as "Centricity"; (ii) Third Party Software licensed for use in connection with Centricity Software; (iii) hardware used to operate Centricity or Third Party Software; (iv) Services provided for implementation, installation or support and maintenance of Centricity or Third Party Software licensed for use in connection with Centricity Software; and/or (v) any Product or Service that is identified in a Healthcare Digital Quotation. "Specifications" are GE Healthcare's written specifications and manuals as of the date the Equipment shipped. "Documentation" is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE Healthcare to Customer.
- 2. Term and Termination.** Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate this Agreement. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination.
- 3. Inventory.** GE Healthcare will complete an inventory of Products and provide an updated Product schedule ("Product Schedule"). Products must be in safe, normal operating condition and comply with original equipment manufacturer ("OEM") specifications in order to be added to the Product Schedule, and GE Healthcare is not liable or responsible for any preexisting defect, malfunction or necessary repairs.
- 4. Product Removal.** Product sold (excluding an assignment of this Agreement) or scrapped by Customer may be removed from this Agreement with 60 days' prior written notice to GE Healthcare, and fees will be adjusted on the later of the end of the notice period or the date the Product is sold or scrapped. Customer has no right to remove a Product at its convenience.
- 5. Warranty.** GE Healthcare warrants that its Service will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will re-perform non-conforming Service as long as Customer provides prompt written notice to GE Healthcare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. DOCUMENTATION IS PROVIDED "AS IS".
- 6. Loaner Units.** GE Healthcare may provide a loaner unit during extended periods of Service. If a loaner unit is provided: (i) it is for Customer's temporary use at the location identified in the Quotation; (ii) it will be returned to GE Healthcare within 5 days after the Product is returned to Customer, and if it is not, GE Healthcare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE Healthcare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE Healthcare's instructions; (vi) it will not be repaired except by GE Healthcare; (vii) GE Healthcare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE Healthcare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE Healthcare.
- 7. License Registration.** Online registration as a licensee may be required for receipt of Software and Documentation.
- 8. Customer Responsibilities.** Customer must: (i) maintain power quality, grounding, temperature, humidity and repairs due to power anomalies, all as necessary for Products to operate within OEM specifications; (ii) ensure labeling complies with regulations; (iii) provide Third Party Product warranty and operating and maintenance manuals, maintenance and service requirements (e.g., software, tools, phantoms), or pay GE Healthcare for acquiring these materials; (iv) repair accessories unless the item is identified on the Product Schedule; (v) replace accessories, supplies and consumables; (vi) dispose of accessories, supplies and consumables unless GE Healthcare is legally required to take the item back; (vii) update Third Party Product; (viii) maintain licenses, permits and other approvals required to receive or use radioactive sources and provide the sources needed for calibration and performance checks; (ix) provide access to Products during Service coverage hours; and (x) if required by GE Healthcare, sign an agency authorization letter to provide Services. Service for Products not maintained to OEM specifications may result in additional charges. Customer cannot stockpile replacement parts
- 9. End of Support.** If GE Healthcare determines that: (i) a Product or component thereof has been declared end of life/support by the OEM; (ii) its ability to Service or maintain a Product or component thereof is hindered due to the unavailability of parts or trained personnel; or (iii) it can no longer Service or maintain the Product in a safe or effective manner, then GE Healthcare may, upon notice: (a) remove the item from this Agreement and adjust fees without otherwise affecting this Agreement, or (b) move the item to "end of service life" coverage.
- 10. Return for Repair.** Prior to shipping Product to GE Healthcare for repair, Customer will back up and remove data stored on the Product. Customer is responsible for damage during shipment to GE Healthcare. GE Healthcare may remove data stored on the Product prior to sending it back to Customer and will provide standard shipping.
- 11. Exclusions.** Unless identified on the Product Schedule, this Agreement does not cover: (i) tubes, detectors, probes, chillers, crystals, batteries, accessories, consumables, user-replaceable items, supplies, cosmetic upgrades or parts used to correct/enhance Product appearance; (ii) a defect, deficiency or repairs due to improper storage or handling, failure to maintain Product according to OEM instructions/specifications, inadequate backup or virus protection, cyber-attacks, or any cause external to the Product or beyond GE Healthcare's control; (iii) payment/reimbursement of facility costs arising from repair/replacement of Product; (iv) adjustment, alignment,



calibration, or planned maintenance; (v) Third Party Product that was not commercially available from the OEM on the date the item was installed; (vi) OEM warranty service or recalls; (vii) Product upgrades, certification surveys and relocations; (viii) consultation, training or assistance with use, development, or modification of items/materials (e.g., software and protocols); (ix) installation and reusing existing facilities for testing, training and other purposes; (x) MR-related defect from failure of a Customer water chiller system or service to water chiller system; (xi) Healthcare Digital Products; and (xii) non-GE Healthcare network/antenna installations/troubleshooting.

**12. Existing Service Arrangements.** This Agreement does not apply to Products covered by arrangements/warranties from other vendors until the end or termination of those arrangements/warranties. If Products covered by another arrangement/warranty are added to this Agreement, they will be added on the day following the end or termination of the other arrangement/warranty.

**13. Hourly Billed Services.** Services not covered by this Agreement are hourly-billed services and may have a 2-hour minimum charge.

**14. Inflation.** After the first year of this Agreement, but no more than annually and with 60 days' prior notice, GE Healthcare may increase fees by an amount no more than the prior 12-month increase in the U.S. Bureau of Labor Statistics ("BLS") Employment Cost Index for "Service-providing industries: Natural resources, construction, and maintenance (not seasonally adjusted, total compensation)" or any replacement index as determined by BLS, capped at 5% annually.

**15. Product Specific Service Terms.**

**15.1. Tube Support (Excluding C-Arms).** If tube support/coverage is identified on the Product Schedule, GE Healthcare will provide tubes, on an exchange basis, to replace failed tubes. Customer will: (i) maintain a Product maintenance and repair program, including tube warm up, in accordance with GE Healthcare planned maintenance and repair requirements; (ii) repair the Product with repair parts that meet OEM specifications; and (iii) protect Product configuration against alteration except as authorized by GE Healthcare. Product must have an operational tube on the Agreement Start Date (as defined in the Quotation). No credit will be provided to Customer for the tube.

**15.2. Magnetic Resonance ("MR").**

**15.2.1. Magnet Maintenance.**

15.2.1.1. If magnet maintenance for MR systems with Lhe/Ln and shield cooler-configured magnets and condenser-configured magnets (K4 technology) is identified on the Product Schedule, GE Healthcare will: (i) adjust, repair, or replace covered components (i.e., MR magnet, cryostat, coldhead, cryo-cooler compressor, shim coils); (ii) monitor cryogen levels within the magnet cryostat, based on Customer cryostat meter readings; and (iii) perform magnetic field homogeneity adjustments to the extent required by magnet ramping or covered component adjustment, repair or replacement. Customer will ensure that the Product's cryo-cooler system and water chiller system used with the cryo-cooler system (including in vans or trailers in transit) are operational at all times and maintained, and immediately notify GE Healthcare if it is not.

15.2.1.2. If magnet maintenance for MR systems with permanent magnets is identified on the Product Schedule, GE Healthcare will perform magnetic field homogeneity adjustments to the extent required by a covered component adjustment, repair or replacement.

**15.2.2. Remote Magnet Monitoring for non-GE Healthcare Systems.** If remote magnet monitoring for non-GE Healthcare systems is identified on the Product Schedule, GE Healthcare will: (i) remotely monitor operating parameters of the MR magnet refrigeration system; (ii) oversee installation of remote monitoring hardware; and (iii) maintain the hardware. Customer will provide power, access and remote connectivity as needed for remote magnet monitoring.

**15.2.3. Cryogen Coverage.** If cryogen coverage for GE Healthcare MR systems is identified on the Product Schedule, GE Healthcare will provide: (i) monitoring of cryogen levels; and (ii) cryogen delivery and transfill service Monday-Friday, between 9pm-6am local time (excluding GE Healthcare holidays), to replenish cryogen losses resulting from (a) the normal operation of the Equipment in accordance with Specifications, or (b) GE Healthcare's failure to maintain the Equipment in accordance with Specifications. Notwithstanding the foregoing, if Customer's failure to maintain or use the Equipment in accordance with Specifications results in cryogen loss, Customer will be billed for cryogen delivery and transfill service at GE Healthcare's then-current rates. GE Healthcare is not liable for cryogen loss or transfer efficiency during transfer to the cryostat. Customer will inform GE Healthcare of its authorized cryogen representative who will provide GE Healthcare accurate cryostat meter readings and receive notifications relative to cryogen quantity and delivery schedules (for Lhe/Ln and shield cooler configured magnets only); and provide a delivery dock and storage facility.

**15.2.4. Cryogen Cost Increases.** If GE Healthcare's cryogen cost increases by more than 12%, as measured against its cost as of the Agreement Start Date (as defined in the Quotation) or its cost on the date of the most recent adjustment, GE Healthcare may increase Service fees in an amount equal to such cost increase.

**15.3. Cyclotron.** GE Healthcare will work in accordance with its health and safety rules and applicable radiation and radioactive materials safety laws and regulations, whichever is more stringent, including assessment and management of radiation dose in accordance with the As Low As Reasonably Achievable ("ALARA") standard. Customer will follow all ALARA guidelines to maintain and control the radiation exposures as far below the dose limits as possible. Customer will: (i) if requested by GE Healthcare, remove targets prior to Service; (ii) place targets in an appropriately shielded area/container during Service; (iii) replace targets following Service; (iv) provide at least 24 hours of Product downtime prior to planned maintenance; (v) provide GE Healthcare with Customer's emergency and site-specific safety procedures; (vi) ensure that a Customer representative is available in the work area during Service; (vii) confirm that GE Healthcare personnel and their tools and accessories are free from contamination prior to leaving Customer's facility; and (viii) store and dispose of waste generated by Service in compliance with applicable laws and regulations. GE Healthcare reserves the right not to enter areas with dose rates in excess of 2 mSv/hour. Other radiation exposure limits may apply to Service, including daily or personal cumulative dose limits, and local requirements, which could prevent Service of the cyclotron until radiation levels are reduced.

## 16. General Terms.

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

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

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

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

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

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

## 17. Compliance.

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

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

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

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

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

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

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

### 17.8. Use of Data.

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

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

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

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

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

## **18. Disputes and Arbitration.**

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

## **19. Liability and Indemnity.**

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

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

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

### **19.4. General Indemnification.**

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

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

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

## **20. Payment and Finance.**

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

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

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



## Statement of Service Deliverables Full Service Options

This Statement of Service Deliverables Full Service Options applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Access, PM, Limited, Select, Performance, and Advance.

	Standard	Rapid	Access	PM	Limited	Select	Performance	Advance
Corrective Maintenance	•	•	•		◦	◦	•	•
Planned Maintenance	•	•	•	•	•	•	•	•
Replacement Parts	•	•	•	•	•	•	•	•
Software Updates	•	•	•	•	•	•	•	•
Phone Clinical Applications Support	•	•	•		•	•	•	•
TiP Options #	◦	◦	◦		◦	◦	◦	◦
iCenter *	◦	◦	◦				◦	◦
Remote Diagnostic Service * # (InSite, iLinq)	◦	◦	◦	◦	◦	◦	◦	◦
Uptime Performance *	◦	◦	◦				◦	◦
Specialty Component Options # (Complete, Reserve, Pro)	◦	◦	◦	◦	◦	◦	◦	◦
No Charge Special Parts Handling		◦						
Quality Assurance Activities							◦	◦
Refresh #								◦
DoseWatch Explore * #	◦	•	◦				•	•
Remote Console * #	◦	◦	◦				•	•
Tube Watch * #	◦	◦					◦	◦
Continuity *	◦	◦	◦				◦	◦
Supplemental Services During Warranty	◦	◦					◦	◦
Overtime Hours Allowance	◦	◦	◦	◦	◦	◦	◦	◦

• Included (to the extent provided herein)

◦ Optional (if available/identified on the Product Schedule)

\* Requires Connectivity (if Product has remote access capability)

# See supplemental terms of offering

**1. Corrective Maintenance.** GE Healthcare or its agents will use commercially reasonable efforts to resolve any verifiable and reproducible service issue of the Product (defined as the Product not substantially meeting original equipment manufacturer ("OEM") published specifications) in a reasonable period of time after notification by Customer, through remote or on-site services. Phone technical support is available 24 hours per day, 7 days per week (excluding GE Healthcare holidays, extent of phone support may differ by product type). On-site support is identified on the Product Schedule (if not listed, 8am to 5pm local time). GE Healthcare will use reasonable efforts to meet the response time for on-site support as identified on the Product Schedule. Corrective maintenance outside of coverage hours, on GE Healthcare holidays, or expedited beyond the response time (at Customer's request) will be billed at GE Healthcare's then-current rates. Corrective maintenance includes corrective maintenance-related Replacement Parts (subject to availability).

- AP PM. Corrective maintenance is excluded.

- AP Limited and AP Select. GE Healthcare will provide a limited number of corrective maintenance events as identified on the Product Schedule. Each Customer call/request for corrective maintenance will be applied to the limited number of corrective maintenance events, unless Customer purchases service separately at GE Healthcare's then-current rates at the time it contacts GE Healthcare for such service.

**2. Planned Maintenance.** GE Healthcare or its agents will provide planned maintenance service ("PM") pursuant to OEM recommended frequencies and published specifications as set forth in the OEM service manuals (where available), or pursuant to documented alternate PM frequencies and specifications based on GE Healthcare's risk-based assessment. PM will be performed at mutually agreed upon times during



PM coverage hours (excluding weekends and GE Healthcare holidays unless otherwise specified) as identified on the Product Schedule. PM includes PM-related Replacement Parts (subject to availability). PM and PM-related Replacement Parts for PM activities with a frequency of 7 years or greater are excluded.

**3. Replacement Parts.** “Replacement Parts” mean the lowest level component repair part available that will bring the Product to OEM published specifications. GE Healthcare will provide subassemblies or assemblies if a lower replacement part is not available. Accessories and supplies are not Replacement Parts. Replacement Parts may be provided on a new or refurbished/repared (exchange) basis, at GE Healthcare’s sole discretion. If an exchange part is provided, the original part becomes GE Healthcare property and GE Healthcare will remove it from Customer’s site or Customer must return it to GE Healthcare within a reasonable timeframe of replacement to avoid being billed for the non-returned part. Replacement Parts are shipped freight included (excluding “Special Order” parts, which are not stocked by GE Healthcare due to low demand). If delivery priority is identified on the Product Schedule, it will be subject to shipment cut-off times for the applicable distribution center. Expedited parts delivery is available for an additional fee.

**4. Software Updates and Upgrades.** Software updates consist of any error correction or modification to Equipment that maintain existing software features and functionality made generally available to GE Healthcare’s installed customer base. Software updates may be installed during PM, or as otherwise agreed to by the parties. Software updates do not include any separately licensed software modules which provide additional functionality related to an application or feature for the hardware or software. Software upgrades are not included, which consist of any revision or enhancement to the Software by GE Healthcare that improve or expand existing software features or functionality that are made generally available for purchase. Additional hardware and/or software (including upgrades to third party software or operating system software) required for software updates or software upgrades, training, project management, and integration services are excluded.

**5. Phone Clinical Applications Support.**

- All Products. GE Healthcare will provide clinical applications support by telephone, Monday-Friday, 8am to 5pm CST (unless otherwise identified on the Product Schedule), excluding OEM holidays. Off-hours support is available for an additional fee.

- Equipment. Only available for Customer personnel trained by GE Healthcare to use the Equipment.

- Third Party Product. Only provided if identified on the Product Schedule and available via the OEM.

**6. TiP Options.** Not all TiP options are available with all Products or with all GE Healthcare service options. See Product Schedule for a list of TiP options included in the Agreement.

- TiP Answer Line. Not available for Third Party Product. Provides toll-free access to GE Healthcare application staff. Hours of operation based on product type (times available upon request).

- TiP-Ed Online. Continuing education training and business programming for healthcare professionals. See TiP-Ed Online Statement of Service Deliverables for additional terms and conditions.

- TiP Elevate. Training credits which can be used for trainings conducted at Customer’s facility, via remote training sessions and at GE Healthcare’s Healthcare Institute for the following diagnostic imaging products: MR, CT, Mammography, PET, Nuclear Medicine, Vascular and XR. See TiP Elevate Statement of Service Deliverables for additional terms and conditions.

**7. iCenter.** GE Healthcare’s iCenter solution is a cloud-based asset maintenance and management software application that provides data and analytics on Product status, location, service and maintenance history, planning and Equipment utilization (“iCenter Application”). If identified on the Product Schedule, GE Healthcare grants Customer during this Agreement a non-exclusive, non-transferable, non-sublicensable, limited subscription license to access and use the iCenter Application for the Products covered under this Agreement only for Customer’s internal business operations in the United States. See Product Schedule for additional license, access and site terms. Customer must ensure its employee users maintain individually-assigned confidential user identifications and control mechanisms to access the iCenter Application, and notify GE Healthcare immediately of unauthorized access to or use of a username, password or other breach of security. The iCenter Application and information therein are provided on an “AS IS” and “AS AVAILABLE” basis. NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, OR DATA ACCURACY, APPLY. GE Healthcare may monitor use of the iCenter Application for purposes including, but not limited to, ensuring appropriate use, product and service enhancements, performance monitoring and marketing. GE Healthcare may upgrade, modify, suspend, replace or disable the iCenter Application or portions thereof at any time during this Agreement. Customer cannot: (i) modify, reverse engineer, decompile, disassemble, copy or create derivative works of the iCenter Application; (ii) modify markings, labels or notices of proprietary rights; or (iii) make the iCenter Application or information therein available to third-parties. GE Healthcare retains all ownership and intellectual property rights to the iCenter Application and information therein. No rights are granted except as expressly provided in this Agreement

**8. Remote Diagnostic Services.** If identified on the Product Schedule, the Agreement includes GE Healthcare’s then-current InSite, APM Predict: On Watch, iLinq, or iLinq Diagnostic tools. Refer to applicable Statement of Service Deliverables for the particular remote diagnostic service. Not available on all Products. Hours of operation based on product type.

**9. Uptime Performance.** If a Product fails to meet GE Healthcare’s uptime commitment identified on the Product Schedule during any year of the Agreement, GE Healthcare will provide the applicable remedy listed below (which is Customer’s sole and exclusive remedy). Uptime is calculated as follows: (Uptime-Downtime)/Uptime, with Uptime measured as the coverage hours identified on the Product Schedule (hours per day x days per week x 52 weeks). Downtime is measured as the number of hours the Product is inoperable and out of service. PM time and software update/upgrade installation are excluded from downtime calculation. Product is considered down from the time the service request is received by GE Healthcare until it is turned over to Customer for operation/use. Product is considered in service if Customer fails to give GE Healthcare immediate and unencumbered access to it or continues to obtain scans from it after notifying GE Healthcare of Product failure. Product is considered out of service if it is unavailable for scanning patients and diagnosing images on the display console or operator’s console. Peripheral equipment (e.g., remote console, magnetic tape drive, hard copy devices, multi-format, laser cameras) are excluded. Services required for anything other than Product failure, and damage or inoperability beyond GE Healthcare’s control, are excluded.

Customer is responsible for tracking and calculating uptime. To be eligible for the remedy, Customer must maintain a performance log that includes data required to calculate downtime.

Offering	Remedy
AssurePoint Standard	Reduction in the amount of the then-current annual charge for the affected Product during the following contract year, at the following amounts:
AssurePoint Rapid	<u>% Less Than Uptime Commitment</u>
AssurePoint Access	<u>Reduction %</u>
AssurePoint Performance	.1% - 5%
AssurePoint Advance	5%
	5.1% -10%
	10%
	>10%
	15%

**10. Specialty Component Coverage.** Customer may separately purchase specialty component coverage for tubes, probes and detectors, including AP Complete, AP Reserve, or AP Pro. See applicable Statement of Service Deliverables for additional terms and conditions.

**11. No Charge Special Parts Handling.** GE Healthcare will provide no charge special handling of critical parts in Product hard down situations. Critical parts are Replacement Parts required for sufficient functionality of the Product to reasonably resume patient scanning and diagnosing images on the display or operator's console. Special handling is expedited delivery beyond Replacement Parts delivery priority identified on the Product Schedule.

**12. Quality Assurance Activities.** Upon Customer request, GE Healthcare will provide quality assurance activities (e.g., Product and image quality control testing, calibrations, functional testing) to measure whether Product is performing according to Customer-determined standards.

**13. AP Refresh.** For AP Refresh, Customer is entitled to a pre-defined 1-time Equipment hardware and/or software upgrade at the beginning of the Agreement, with the cost of such upgrade paid over the full or partial term of the Agreement. See AP Refresh Statement of Service Deliverables for additional terms and conditions. 36-month minimum Agreement is required.

**14. Full Service Riders.** If the Product Schedule includes ultrasound products, DoseWatch Explore, Remote Console, Tube Watch, AP GlassPro or Maxi-Ray GlassPro, see applicable Statement of Service Deliverables Rider for additional terms and conditions.

**15. Supplemental Services During Warranty.** If identified on the Product Schedule, Customer is entitled to additional services for the Equipment as listed on the Product Schedule for the remaining term of the Equipment Warranty (as defined in the GE Healthcare “Warranty Statement”). The fees for the services are identified on the Product Schedule and will apply if Customer signs and returns this Agreement before delivery of the Equipment. Additional fees (i.e., in addition to the fees identified on the Product Schedule) will apply if Customer signs and returns this Agreement after delivery of the Equipment (contact GE Healthcare). During the Equipment Warranty, Customer’s remedies for the services are those described in the Warranty Statement. If Customer terminates this Agreement prior to its expiration date, Customer is responsible for amounts owed under this coverage (i.e., the value of services performed on a prorated basis), and will pay the amounts within 30 days following Agreement termination.

**16. Product Usage Allowance/Level.** Where Service charges are based on an estimate of annual total patient exam volume as identified on the Product Schedule, if Product usage in any contract year exceeds the volume level/band level identified on the Product Schedule by greater than 5%, GE Healthcare may: (i) increase charges for the following contract year based on the prior year's annual total patient exam volume by 10% for CT, Nuclear and PET, and 20% for MR, for each volume level/band level increase; and (ii) charge for the prior year's overage at a per patient rate of \$38 for CT, Nuclear and PET, and \$65 for MR. The overage charge will not exceed the new volume level/band level charge increase by more than 10%.

**17. Overtime Hours Allowance.** If identified on the Product Schedule, corrective maintenance or PM service will be provided outside the coverage hours identified on the Product Schedule (if not listed, 8am to 5pm local time) up to the number of overtime hours identified on the Product Schedule. The number of overtime hours identified on the Product Schedule are valid for 12 months, commencing on the signature date of the Agreement or its anniversary date, as applicable. Service hours that exceed the number of overtime hours will be billed at GE Healthcare's then-current rates. Unused hours will not roll over to the following contract year and are forfeited without refund or credit.

**18. Exclusions.** Products are excluded from coverage under the Agreement and Customer is not entitled to any remedy (including uptime remedy) if GE Healthcare's failure to provide Service is due to: (i) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Product; (ii) Customer's default; (iii) improper care of the Product; or (iv) any cause beyond GE Healthcare's control. Unless identified on the Product Schedule, this Agreement does not cover: stand-alone workstations, sensors, transmission pin sources, transducers, non-GE Healthcare supplied coils, MR surface coils on Third Party Product (other than the body coil), MR magnet, cryostat, coldhead, cryo-cooler compressor, shim and gradient coils, and cryogens. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.



## Statement of Service Deliverables Full Service Ultrasound Rider

This Full Service Ultrasound Rider supplements the GE Healthcare Statement of Service Deliverables Full Service Options and applies to the following GE Healthcare AssurePoint ("AP") service offerings: Standard, Rapid, Limited, Select, Performance, and Advance.

	Standard	Rapid	Limited	Select	Performance	Advance
Probe Service Coverage	°	°	°	°	°	°
Compact Console Accidental Damage Replacement Coverage	°	°			°	
Compact Console Loaner Program	°	°			°	
Echo Pac SCAR					•	

• Included (to the extent provided herein) ° Optional (if available/identified on the Product Schedule)

**1. Probe Service Coverage.** If identified on the Product Schedule, GE Healthcare will provide probe repair or replacement coverage (at GE Healthcare's discretion) for Product probe failures that occur due to normal use or accidental damage as each is limited by the number of repairs/replacements per contract year as identified on the Product Schedule. Additional probe repair service will be billed at GE Healthcare's then-current rates and additional probe replacements may be purchased at GE Healthcare's then-current list prices less any applicable discount identified on the Product Schedule. Coverage for TEE probes is excluded unless otherwise identified on the Product Schedule. Coverage does not cover lost probes, theft, or damage caused by any use that does not conform to OEM guidelines (e.g., abuse, improper handling, power failures or surges, fire, improper cleaning, disinfecting, over-soaking). Service for damaged probes caused by any of the foregoing will be billed at GE Healthcare's then-current rates. A loaner probe may be provided by GE Healthcare while servicing Customer's probe according to the Loaner Units section of this Agreement (with the understanding that Customer will not receive an entire loaner unit, but instead a loaner probe). Upon written agreement of the parties, Customer may keep the loaner probe as a replacement for Customer's damaged probe, so long as Customer promptly returns the damaged probe to GE Healthcare (as it becomes GE Healthcare property).

**2. Compact Console Accidental Damage Replacement Coverage.** GE Healthcare will provide replacement coverage during the Agreement for GE Healthcare compact systems (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Venue 50, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i, Vscan) Equipment failures that occur due to normal use, operations, handling or storage, and accidental damage (e.g., cracking from high impact drops or probe cable rupture from rolling Equipment over cable). Coverage does not cover lost Equipment, theft, damage caused by any use that does not conform to OEM guidelines (e.g., abuse, misuse, improper handling, power failures or surges, fire, improper cleaning, disinfecting), or any peripherals, probes, or other items.

**3. Compact Console Loaner Program.** GE Healthcare will Service Customer's covered handheld compact (e.g., Logiq Book, Vivid i, Vivid q, Venue 40, Venue 50, Voluson i, Voluson e, Logiq e, Vivid e, Logiq i, Vscan) Equipment so long as the Equipment is returned to GE Healthcare for Service. A loaner unit will be provided by GE Healthcare while servicing the Equipment according to the Loaner Units section of this Agreement. Customer is responsible for proper packing and return of both the Equipment and the loaner unit. When returning the Equipment for Service, Customer must use the original packing material or any alternative recommended by GE Healthcare. Shipments must be sent insured by Customer for the replacement value of the Equipment being shipped.

**4. AP Limited and AP Select.** For GE Healthcare ultrasound console Equipment, repair parts include 1 general or 1 specialty transducer (other than TEE transducers) exchange per year, if required. Probes are excluded for Third Party Products (unless identified on the Product Schedule). This coverage is considered a "Designated Service Event". GE Healthcare will provide replacement coverage for Product probe failures that occur due to normal use or accidental damage, capped at 1 service event per contract year (unless otherwise identified on the Product Schedule). For GE Healthcare ultrasound compact Equipment, a service event can include a general or specialty transducer (other than TEE transducers) failure that occurs due to normal use or accidental damage, capped at 1 service event per contract year or corrective service for Equipment problems that are diagnosed and remedied by GE Healthcare. This coverage is considered a "Designated Service Event".

**5. Echo PAC Software Configuration and Administrative Review.** GE Healthcare will provide periodic inspections of each applicable ultrasound Equipment with such inspection coverage pursuant to OEM specifications at OEM-recommended intervals around those times identified on the Product Schedule.