



County of Ventura, owner/operator of Ventura County Medical Center  
Ventura County Medical Center  
300 Hillmont Ave  
Ventura, CA 93003-1651

This Agreement (as defined below) is by and between the "Customer" and GE Healthcare IITS USA Corp., a GE HealthCare business ("GE HealthCare"), each as identified herein, for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is defined as this Quotation (including line/catalog details herein) and the GE HealthCare Terms & Conditions attached hereto.

GE HealthCare can withdraw this Quotation at any time before Customer signs and returns this Quotation. On full execution, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services 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 an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Billing Terms: Details in Payment Summary  
Payment Terms: Upon Receipt  
Investment Totals: Details in Investment Summary  
Governing Pricing Agreement/ID: None  
Governing Agreement: GE HealthCare Terms & Conditions attached hereto

IMPORTANT CUSTOMER ACTION – INDICATE FORM OF PAYMENT:

If you are financing this Agreement, please check one of the financing options below. By executing this Agreement without checking one of the financing options, your payment method defaults to cash and you will not have an option to finance with GE HealthCare Equipment Finance ("GE HEF") for this Agreement.

☐ GE HEF Loan ☐ GE HEF Lease ☐ Third-Party Lease (Please identify finance company) \_\_\_\_\_

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

County of Ventura

Signature:

Print Name:

Title:

Date:

Purchase Order Number, if applicable

GE Healthcare IITS USA Corp., a GE HealthCare business

Signature:

Print Name:

Title:

Date:



### Investment Summary

Non-Recurring:	<u>Total Net Price</u>	
Software		\$0.00
Professional Services		\$211,870.00
Total Price:		\$211,870.00
Recurring:	<u>Total Monthly Price</u>	<u>Total Annual Price</u>
Hosting, Subscription, & SaaS	\$17,462.39	\$209,548.68

### Project Notes:

Solution consists of the following:

Cloud Migration: 40000 GBs; Up to 1,750,000 exams

Edison TruePacs Studies per Year: 132000

ETP Technologist Package

ETP Cloud Option

ETP Data Migration Package : Cloud Migrations

ETP HL7 Package : Custom

ETP Workflow Package : Basic

ETP HL7 ENM Option

ETP HL7 Customer Training Option

ETP Total DMWL Clients configured is : 12

ETP HL7 - GE to Lead HL7 Testing

ETP Total Years Forecasted : 7

ETP Centricity University Included

ETP Total Number of Rads : 5

ETP Test Environment Included

ETP 1 API Launch(s) Included

ETP Total Number of Techs : 50

ETP Zero Footprint Viewer Included

### Payment Summary

<u>Billing Term Name</u>	<u>Amount</u>
BUILD COMPLETE	\$105,935.01
DELIVERY	\$0.00
Commencement	\$209,548.68
GO-LIVE DATE	\$105,935.01

### Payment Schedule

#### Non-Recurring:

<u>Billing Occurs Upon</u>	<u>Item Classification</u>	<u>%</u>	<u>Part Number</u>	<u>Product Name</u>	<u>Amount</u>
BUILD COMPLETE	Installation	50	K2500AZ	PACS ENT ARCHIVE WEB SVCS	\$1,328.61
	Installation	50	K2500AV	PACS TECHNICAL INSTALL SVCS	\$7,538.32
	Consulting	50	K2500AY	PACS DATA MIGRATION SERVICES	\$53,259.15
	Installation	50	K2500AS	PACS HL7 INTEGRATION SVCS	\$13,314.65
	Consulting	50	K2500BB	PACS CLINICAL CONSULTING SVCS	\$4,242.70
	Training	50	K2500BA	PACS APPLICATIONS TRAINING	\$6,523.48
	Consulting	50	K2049GP	ETP Cloud Snowball Edge	\$3,000.00
	Consulting	50	K2500B	PACS PROJECT MGMT SERVICES	\$16,728.10
TOTAL BUILD COMPLETE					\$105,935.01
GO-LIVE DATE	Installation	50	K2500AS	PACS HL7 INTEGRATION SVCS	\$13,314.65
	Consulting	50	K2500AY	PACS DATA MIGRATION SERVICES	\$53,259.15
	Consulting	50	K2500BB	PACS CLINICAL CONSULTING SVCS	\$4,242.70
	Installation	50	K2500AV	PACS TECHNICAL INSTALL SVCS	\$7,538.32
	Installation	50	K2500AZ	PACS ENT ARCHIVE WEB SVCS	\$1,328.61
	Training	50	K2500BA	PACS APPLICATIONS TRAINING	\$6,523.48
	Consulting	50	K2049GP	ETP Cloud Snowball Edge	\$3,000.00
	Consulting	50	K2500B	PACS PROJECT MGMT SERVICES	\$16,728.10
TOTAL GO-LIVE DATE					\$105,935.01

#### Recurring Fees:

<u>Billing Occurs Upon</u>	<u>Item Classification</u>	<u>%</u>	<u>Part Number</u>	<u>Product Name</u>	<u>Amount</u>
Commencement	ASP	100	K2049GB	Edison True PACS AWS Cloud Hosting, Data Storage including Egress	\$17,660.03
Commencement	ASP	100	K2049FL	ETP Technologist Cloud SaaS Tier 4: 100,001 - 300,000 Procedures	\$191,888.65
TOTAL Commencement					\$209,548.68



To Accept This Quotation

- ☐ Sign the Quotation and any included attachments (where requested)
- ☐ Source of Funds (choice of Cash/Third Party Loan or GE HEF Lease Loan or Third Party Lease through \_\_\_\_\_), must be indicated, which may be done on the Quotation signature page (for signed quotes) or the purchase order (where Quotation is not signed) or via a separate written source of funds statement (if provided by GE HealthCare)
- ☐ If your purchasing process requires a purchase order (P.O.), make sure it includes the correct:
- ✓ Quotation and version number
  - ✓ 'Remit To' information as indicated in the Payment Instructions
  - ✓ 'Ship To' and 'Bill To' site name and address
  - ✓ Total Price as indicated in the Investment Summary

Evidence of Agreement to Quotation Terms:

Either: (a) the Quotation signature filled out with signature and P.O. number; or (b) verbiage on the P.O. stating one of the following:

- (i) "Per the terms of Quotation # \_\_\_\_\_";
- (ii) "Per the terms of GPO # \_\_\_\_\_";
- (iii) "Per the terms of MPA# \_\_\_\_\_"; or
- (iv) "Per the terms of SAA # \_\_\_\_\_"

- ☐ Return all of the above to:

Sheri Forest  
Email: sheri.forest@med.ge.com  
Phone: (603) 268-2274

OR

Fred Warren  
Email: fred.warren@ge.com  
Phone: (214) 529-5005

**GE HealthCare Contacts:**

Sheri Forest  
Associate - Digital Inside Specialty Sales  
sheri.forest@med.ge.com  
(603) 268-2274

Payment Instructions

Please remit payment for invoices associated with this Quotation to:

GE Healthcare IITS USA Corp. (FEIN 03-0363612)  
15724 Collections Center Drive  
Chicago, IL 60693  
United States

(Fedex Overnight address is same)

Fed Wire Transfer Info:

Beneficiary Name: GE Healthcare IITS USA Corp

Account Number: 4426811442

ACH ABA Number: 111000012

Wire ABA Number: 026009593

GE HealthCare is now offering eBill for HealthCare IT customers. eBill is an on-line portal designed to provide a complete view of your HealthCare IT account. It provides access to view your invoices on-demand, reconcile billing and payment history, and allows you to instantly satisfy invoice payments through direct debit.

Access eBill through our Customer Service Portal:

[www.gehealthcare.com/serviceportal](http://www.gehealthcare.com/serviceportal). If you don't already have access to the portal click on: "Sign up now!". To access or setup an eBill account, simply click on the "eBill" button displayed under the "Resources" section of your solution home page.

Fred Warren  
Lead Sales Specialist - Digital Sales Direct  
fred.warren@ge.com  
(214) 529-5005

**Billing & Payment Footnotes:**

1. Transportation, Title, Risk of Loss and Delivery: Shipping terms are FOB Destination. Title and risk of loss to Equipment and Third Party Equipment passes to Customer on delivery to Customer's designated delivery location. Software and Documentation is licensed to Customer, but no title to or other ownership interest passes. Delivery dates are approximate. Products may be delivered in installments, and Customer will pay for the delivery as invoiced. "Delivery" occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance. Products cannot be returned for refund or credit if they match the Quotation.
2. Taxes: Prices do not include applicable taxes, which are Customer's responsibility.
3. "Go-Live Date" means the date Customer first uses the Software to process actual data in the operation of Customer's business (e.g., to register a patient, produce a bill, record a treatment or diagnosis or process or view a medical image).
4. "Commencement" date for SaaS Offerings is the Go-Live Date.
5. Billing occurs upon the events specified above in Payment Schedule.
6. Intentionally omitted.
7. This Quotation expires 90 days from date of issue.
8. Maintenance/Support is part of the recurring charges described herein which will begin at the listed event.
9. "Build Complete" means the date the Software is available for customer testing.
10. "Commencement of Project" means the GE HealthCare project lead has actively engaged with Customer to review identified project goals, confirm project scope, outline project deliverables, review project governance and resource requirements, and validate technical system requirements.
11. Following the implementation of the Products and Services in this Agreement, this Agreement replaces in its entirety Quotation Q-00392229, version 8, as amended, relating to Customer's existing PACS system. Customer shall give GE HealthCare 60 days written notice before decommissioning their existing PACS system.

## Software Schedule

#	Part Number	Qty	Net Price
1.	K2049FT	1	Included in ETP Technologist Cloud SaaS (#12 from the Hosting, Subscription & SaaS Schedule below)

### Edison True PACS Radiology Technologist Cloud Software Bundle USCAN

This catalog provides the software for the Edison True PACS Technologist Cloud package. This catalog is the associated software items that are part of the SaaS Offering, see below for description and terms and conditions. The price of these items are included in the SaaS Offering.

#	Part Number	Qty	Net Price
2.	K2049GF	1	Included in ETP Technologist Cloud SaaS (#12 from the Hosting, Subscription & SaaS Schedule below)

### Edison True PACS Cloud Edge Software

Edge Device SW for On Premises to Cloud, Edison True PACS, to be installed on customer supplied hardware.

#	Part Number	Qty	Net Price
3.	K2049ES	1	Included in ETP Technologist Cloud SaaS (#12 from the Hosting, Subscription & SaaS Schedule below)

### Edison True PACS Radiology Test Cloud Instance

This instance enables an organization to have test software for all customer configured SW components within the Edison True PACS solution. This instance will be available on demand from GE HealthCare.

**Total Net Price**  
 \$ Included in ETP Technologist Cloud SaaS (#12 from the Hosting, Subscription & SaaS Schedule below)

### Software Schedule Footnotes:

1. The license term for the Software identified in this Quotation is termed unless otherwise noted.
2. Certain modules of Software contain smaller components or units. If Customer elects to install only some components or units of a module of Software, Customer is not entitled to any refund or credit for those components or units not installed.

## Professional Services Schedule

#	<a href="#">Part Number</a>	<a href="#">Qty</a>	<a href="#">Net Price</a>
4.	K2049GP	1	\$6,000.00

### ETP Cloud Snowball Edge

This catalog represents the AWS Snowball Edge Device for Edison True PACS and the cost to transfer and host data from on premises to cloud. The cost includes two months' worth of compute and 80TB of storage on a Snowball Edge Storage Optimized with EC2 device. Quote additional unit for every 80TB data movement.

#	<a href="#">Part Number</a>	<a href="#">Qty</a>	<a href="#">Net Price</a>
5.	K2500B	152	\$33,456.20

### PACS PROJECT MGMT SERVICES

PACS Project Management Services include project planning and oversight, communication, risk and issue tracking, and resource coordination.

Services will be performed during business hours, 8am to 5pm local time, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE at least 21 days in advance of the requested dates and are subject to resource availability.

GE Healthcare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<a href="#">Part Number</a>	<a href="#">Qty</a>	<a href="#">Net Price</a>
6.	K2500AZ	12	\$2,657.22

### PACS ENT ARCHIVE WEB SVCS

PACS Enterprise Archive Web Services includes storage and systems integration services for the Enterprise Archive and Web server systems.

Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE at least 21 days in advance of the requested dates and are subject to resource availability.

GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<a href="#">Part Number</a>	<a href="#">Qty</a>	<a href="#">Net Price</a>
7.	K2500AV	59	\$15,076.64

### PACS TECHNICAL INSTALL SVCS

PACS Technical Installation Services includes installation and integration of applicable GE solutions.

Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE HealthCare at least 21 days in advance of the requested dates and are subject to resource availability.

GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<u>Part Number</u>	<u>Qty</u>	<u>Net Price</u>
8.	K2500AY	482	\$106,518.29

**PACS DATA MIGRATION SERVICES**

PACS Data Migration Services includes data analysis, transformation, image migration and data loading as described in a Statement of Work provided by GE HealthCare to Customer. All licensing to perform these functions will be Customer's responsibility and not included in these charges. Depending on the system and customer's familiarity with the database, some involvement may be required from OEM to help pull necessary data from the system, i.e. pulling lists of studies and/or images. Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE HealthCare at least 21 days in advance of the requested dates and are subject to resource availability. GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<u>Part Number</u>	<u>Qty</u>	<u>Net Price</u>
9.	K2500AS	84	\$26,629.30

**PACS HL7 INTEGRATION SVCS**

PACS HL7 Integration Services includes translation of HL7 messages to meet GE HealthCare system specifications. Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services to be performed outside of business hours or on weekends or holidays must be quoted separately. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE HealthCare at least 21 days in advance of the requested dates and are subject to resource availability. GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<u>Part Number</u>	<u>Qty</u>	<u>Net Price</u>
10.	K2500BB	40	\$8,485.40

**PACS CLINICAL CONSULTING SVCS**

PACS Clinical Implementation Consulting Services includes workflow assessment and recommendation, system configuration, clinical configuration, system validation, go live and customer adoption services. Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE HealthCare at least 21 days in advance of the requested dates and are subject to resource availability. GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

#	<u>Part Number</u>	<u>Qty</u>	<u>Net Price</u>
11.	K2500BA	60	\$13,046.96

**PACS APPLICATIONS TRAINING**

PACS Applications Training Services includes development of a training strategy and plan with associated training materials and comprehensive applications system instruction. Services will be performed during business hours, 8am to 5pm, Monday through Friday. Services will be provided remotely unless mutual agreement with customer to provide services onsite. Requests for onsite services must be submitted to GE HealthCare at least 21 days in advance of the requested dates and are subject to resource availability. GE HealthCare travel expenses are not included and will be invoiced separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

<b>Total Net Price</b> <b>\$211,870.00</b>
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**Professional Services Schedule Footnotes:**

1. Additional effort hours within the scope of this project may be purchased at the then current rate.
2. Cancellations and rescheduling requests for any IT professional services engagement must be received in writing by mail, fax, or email in advance of the scheduled session as follows: (a) Onsite Service Visits require at least 30 days prior notification and (b) Remote





Scheduled Sessions require at least 2 business days prior notification. Failure to provide a cancellation notice in the manner stated above may result in a cancellation fee of \$1200 for onsite visits or \$200 for remote sessions and plus any actual non-refundable travel expenses incurred by GE HealthCare, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare. Such fees shall be invoiced immediately, and non-payment of fees stated in this section is a material breach of this Agreement.

3. Effort hours and effort days are estimated. 1 day equals 8 hours.
4. GE HealthCare reserves the right to reallocate effort between software applications.
5. Intentionally omitted.
6. Trained Customer personnel assume responsibility for training other Customer staff unless otherwise requested.

## Hosting, Subscription & SaaS Schedule

### SaaS Offerings:

#	Part Number	Qty	Monthly Net Price	Annual Net Price
12.	K2049FL	132,000 procedures/year	\$15,990.72	\$191,888.65

Initial Term: 84 Months

ETP Technologist Cloud SaaS Tier 4: 100,001 - 300,000 Procedures

Edison True PACS Radiology Technologist Cloud SaaS Procedure Volume Pricing Tier 4 - 100,001 - 300,000. Price is based on procedures per year. This catalog provides an organization access to the Edison True PACS Technologist Cloud package. The Edison True PACS Technologist Cloud SaaS offering is for organizations that have outsourced their reading and need technologist workflow, image routing, storage, referrer viewing and final image archiving. This package contains the following high-level components and functionalities; Workflow Services providing full technologist workflows including image and exam management, CD/document ingestion, and basic image quality control function. It provides for flexible orders based workflow through the HL7 clinical gateway module, can enable Rules-based Image Routing, and utilizes the Enterprise Archive for DICOM image data ingestion and long term retention including three virtual archives and the image lifecycle management module to allow for maximum flexibility in managing the Customer's exam data. Included within the offering is Universal Viewer with intelligent worklist management to enable exam distribution and image viewing to meet the customer needs. The solution also contains cross enterprise services to enable flexible search to allow access to patient exam history on remote systems along with ability to enable image streaming for remote exams. Additionally, it provides a consolidated administration portal to make configuration and maintenance easier for the solution. Lastly, it provides a zero footprint viewer to allow for a browser agnostic, mobile viewing experience that supports both tablet and mobile device image viewing and easy referring physician and clinician access to patient exams. It additionally provides advanced capabilities in the zero footprint viewer including native advanced 3d visualization tools and smart layouts to facilitate better visualization usability and easier comparison workflows. The offering also includes a training module referred to as Centricity University which provides the following: Website access to Centricity University. Ability to enroll in any available self-paced, remote instructor-led and GE HealthCare classroom based courses. Includes access to course material and attachments, pre and post course testing. Includes access to training records at the facility and staff level. •Unlimited Staff Access - Available to facilities and affiliated staff as applicable to Edison True PACS offering, Unlimited access to all self-paced courses. •Remote multi-media presentation. •Unlimited access to all remote instructor-led courses. Live remote training. Will be multi-site/customer engagement. •Unlimited attendance at any GE HealthCare classroom based courses - Will be multi-site/customer engagement at a GE HealthCare site. Exclusions: Onsite training & support, Travel & Living expenses, Remote instructor-led course for individual site engagements. Training engagements above are limited to four students per class from any one entitled contract customer and based on the availability and then-current published class schedule and applicable to PACS and related applicable solutions. Customer acknowledges that GE HealthCare will have access to the employee information for purposes of generating the reports or other activities required to administer Centricity University. GE HealthCare agrees to further disclose employee information only as directed by the Customer. The capabilities above are provided through a SaaS Offering, the price for which includes the software hosting, service/support per the associated support policy, and the training module Centricity University

#	Part Number	Qty	Monthly Net Price	Annual Net Price
13.	K2049GB	42,981	\$1,471.67	\$17,660.03

Initial Term: 84 Months

Edison True PACS AWS Cloud Hosting, Data Storage including Egress

This catalog provides an organization access to the Edison True PACS AWS cloud storage. The Edison True PACS Cloud Storage leverages AWS to lower up front cost and total cost of ownership, as well as reduces footprint and services cost by storing data in the cloud. The data will be stored in AWS S3 storage containers for long term storage with seamless access to this stored data for streaming, viewing, and other clinical workflows. The catalog also includes ingress and egress of the data from the cloud storage location to wherever the data is retrieved for clinical usage be it radiology viewing, image routing, or other data retrieval workflows. Customer provided internet connectivity. The storage charge is an operational model where a monthly charge, which is proportional to the overall gigabytes of data stored in the cloud, which will vary based on any incoming migrated data in addition to newly acquired data. The net price amounts listed in the above line item is an INITIAL ESTIMATE ONLY of the monthly operational charge to be billed based on the migrated data which is being moved to the cloud and the quantity above reflects the gigabytes of data. Note, this charge will fluctuate based on newly acquired data as mentioned before. Monthly fee per gigabyte stored: \$0.03424. The invoicing from GE HealthCare shall be rendered monthly in arrears for the actual cumulative GB stored. For clarification purposes, if first stored gigabyte of data is stored in the middle of a month, then the 1st of that month is considered the first full month of the billing term. If, upon termination of

the Agreement, customer fails to take possession of its data or authorize purging of its data from GE HealthCare's datacenter, GE HealthCare will continue to bill for the stored gigabytes after such termination and customer acknowledges and agrees to pay for such charges if GE HealthCare continues to store such data. For the duration of the Term, the stored gigabyte fee will be based on the total storage consumed per month billed at the rate of \$0.03424 per gigabyte per month.

#### Total Monthly Net Price

\$17,462.39

#### Total Annual Net Price

\$209,548.68

### SaaS Offering Footnotes:

1. The initial SaaS Offering term for the GE HealthCare products is listed above ("Initial Term"). Initial Term commences upon Go-Live Date, which for SaaS Offerings is the Commencement date. Refer to main terms and conditions for more information regarding pricing and renewal.
2. The Monthly Net Price for SaaS Offerings represents the monthly fees for the following: (a) access to the SaaS Offering listed on this Schedule; (b) hosting by GE HealthCare of said SaaS Offering on its environment; (c) support/maintenance for the SaaS Offering and d.) access to training module(s) listed in the schedule for the SaaS Offering. For avoidance of doubt, the Monthly Net Prices do not include separately priced perpetual or subscription termed Software listed on the Software Schedule, Third Party Hardware, Third party software, third party SaaS Offerings, Professional Services (i.e. installation, training, and consulting services) or EDI Services as those services fees are priced separately within this Quotation.
3. SaaS Offerings will be invoiced monthly in advance unless otherwise stated.
4. Cloud Hosting/Data Storage charges will be invoiced monthly in arrears for the actual cumulative GBs stored as set forth in the applicable product description.
5. As used herein, "Procedure" means a Centricity PACS, Edison True PACS, or Edison DataLogue order for which images have been acquired. A procedure is uniquely identified by an accession number. In the event an accession is not available, the procedure is uniquely identified by the DICOM Study Instance Unique Identifier (Study Instance UID), which is a unique DICOM tag (0020,000D) referencing collection of images acquired as a result of the procedure performed on a patient. As used herein, "Annual Centricity PACS, Edison True PACS, or Edison DataLogue Procedure Volume" means an annual count of Procedures having a standard DICOM Study Date (date the study was performed) of its associated images of less than one (1) year prior to the date the Procedure is to be counted and shall include any Procedures that have been read and deleted. For example, (a) historical procedure having a DICOM Study date of one (1) year ago or more that are migrated into Centricity PACS ,Edison True PACS, or Edison DataLogue would not count as Procedure for the purpose of Annual Procedure Volume, while historical procedures having a DICOM Study date of less than one (1) year ago would count as Procedures, and (b) studies imported into Centricity PACS, Edison True PACS, or Edison DataLogue (e.g., from a CD) having a DICOM Study date of one (1) year ago or more would not count as Procedures, while imported studies having a DICOM Study date of less than one (1) year would count as Procedures.
6. Customer is supported, licensed, and contracted for up to the Annual Edison True PACS or Edison DataLogue Procedure Volume (as defined in this quotation) (i.e. the Qty listed in item 12 of the SaaS Offerings above) ("Annual Minimum Contracted Procedure Volume").
7. Throughout the Initial Term, Customer will be charged for Procedures (as defined above) in excess of the Annual Minimum Contracted Procedure Volume at the rate based on this quotation per excess Procedure as follows: (Edison True PACS Technologist Cloud SaaS offering Annual Net Price /Annual Minimum Contracted Procedure Volume = "Rate per Procedure"). For example, for the first year of the Initial Term the Annual Net Price is \$191,888.65 and the Annual Minimum Contracted Procedure Volume is 132,000, making the Rate per Procedure \$1.45. Excess Procedures and charges will be audited and billed after the end of each annual period, and any such additional charges shall be billed separately and paid by Customer net 30 days following receipt of an invoice therefor. There are no maximum contracted volumes. If the Annual Minimum Contracted Procedure Volume is not reached, there will be no refund or adjustments from GE HealthCare with respect to past periods, regardless of the reason for such failure. Based on Customer's actual Procedures, GE HealthCare reserves the right to annually increase the Customer's Annual Minimum Contracted Procedure Volume in accordance with Customer's previous Annual Minimum Contracted Procedure Volume, with sixty (60) days' written notice of new pricing retroactive to the start of the then current annual billing cycle. Pricing per procedure will be the lower of (i) GE HealthCare's then current inflation adjusted pricing and (ii) the Rate per Procedure (as defined above), as such amount may be increased by GE Healthcare by no more than 5% in any 12-month period following the one-year anniversary of the Commencement date.
8. If additional GE HealthCare SEI Subscription software or SaaS Offerings are purchased in a future quotation as an adder to an existing Edison True PACS purchase, then the term of the additional Subscription or SaaS Offering may not exceed the Customer's Edison True PACS base Term. The billing and annual increase provisions of the Edison True PACS base system in this Agreement shall prevail over any conflicting provision in the future quotation unless otherwise agreed to in writing by both parties.

## Software Support Summary

### Software Support Includes:

- 24x7 Remote Operations Center Support (ROC)
- Active System Management (ASM) – 24x7 Proactive Continuous Monitoring of System Software (as then currently applicable only i.e. Centricity PACS/UV, CV PACS and EA)
- 30 minute initial phone response for critical priority service requests
- Software Break Fix - Labor provided remotely. If in the event the ROC dispatches GE HealthCare onsite labor assistance, this will be provided Monday - Friday 8am-9pm local time (excludes GE HealthCare Holidays)
- GE HealthCare will help remotely troubleshoot any initial reported issue. If an issue is determined to be hardware-related, GE HealthCare will assist the customer to engage the hardware manufacturer for support for no additional GE HealthCare labor charge. GE HealthCare will stay engaged as needed until the issue is resolved to ensure the software is functioning appropriately thereafter. If an issue is determined to be related to the customer's network, GE HealthCare will ask the customer to engage their IT department. (Note: Above mentioned troubleshooting is only applicable for hardware purchased through GE HealthCare)
- Remote Applications Support Monday - Friday 8am - 5pm CST (excludes GE HealthCare Holidays)
- 99.9% Uptime Commitment for Centricity Radiology PACS/Universal Viewer for Radiology
- Major Releases - (Labor not included)
- Minor Releases - Remote labor included M-F 8am-9pm Local time (exclude GE HealthCare Holidays). Onsite labor not included.
- Maintenance Releases - Remote labor included M-F 8am-9pm Local time (exclude GE HealthCare Holidays). Onsite labor not included.
- Integration Services for GE HealthCare-brand DICOM conformant modality devices

### Software Support Exclusions:

- Support of 3rd party software is limited to the continued integration to the 3rd party software. Support does not provide update or upgrades unless expressly included or noted otherwise.
- Non-GE HealthCare modality or broker Integration services
- GE HealthCare and Non-GE HealthCare Dicom Modality Worklisting services
- Operating System software, peripheral licenses (i.e. SQL) and/or storage firmware software and labor to install not included.
- Professional services such as educational services, project management or data migration services required for future hardware refresh/replacement or Centricity Software upgrades are not included.
- Remote support requests that fall on a GE HealthCare Holiday ("Holidays" means: New Year's Day, Memorial Day, the day before or after Independence Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Veterans Day, Christmas Day, and Christmas Eve or the day after Christmas Day.) will be limited to Critical error cases only.

### Other:

- If a customer is not covered by a vendor provided Hardware warranty or post warranty support agreement, the customer is responsible for providing a PO to the vendor to cover any required parts or labor, unless the customer is covered under a GE HealthCare HW support agreement. Customer is also responsible for vendor defined "customer installable" labor.
- The support provided herein for the Customer's main site and owned facilities. Any required service outside of the confines of the Customer's owned site will be subject to additional fees.

### Additional Customer Responsibilities:

Customer shall be responsible for installing, maintaining, and updating anti-virus protection software, remote control agents, and critical service patches. GE HealthCare cannot provide guarantees or protection against infiltration of malicious viruses. To the extent applicable for on premises Software, Customer shall be required to provide and continuously update and maintain such anti-virus software products and antivirus definitions and remote control agents with the latest critical/security updates for the entire duration of the Initial Term and to notify GE HealthCare, in accordance with GE HealthCare procedures, one (1) day prior to when any such patches are to be implemented. Customer shall inform GE HealthCare of any such patches by calling the Remote Operations Center.

### The following pertains to customer or GE HealthCare provided virtualization environments:

If GE HealthCare troubleshoots reported issues and it is determined to be related to a virtualization environment, GE HealthCare will ask the customer to engage their virtualization manufacturer or internal customer IT department for resolution. GE HealthCare support team will re-engage once the virtualization environment has been returned to a healthy status by the customer to ensure the GE HealthCare software is functioning appropriately thereafter. GE HealthCare may require the customer to provide a new clean virtual machine, including but not limited to reload of complete virtual environment before the GE HealthCare application is reloaded. This may be necessary for troubleshooting or in the event of a required GE HealthCare application upgrade requiring an OS reload. In the event a reload is required, the customer will supply a virtual environment that meets the GE HealthCare's application specifications. In the event GE HealthCare support is required to assist with restoration of the virtualization environment or assisting with an upgrade to a virtual environment, additional fees will apply. As a last resort only, if problem cannot be resolved, GE HealthCare may ask the customer to load in a non-virtual environment to aid in resolving the issue. GE HealthCare reserves the right to evaluate the customer virtual environment at any time as it pertains to the GE HealthCare deployed solution.

### Additional Customer Responsibilities:

- Customer must be certified and trained by the applicable virtualization manufacturer.
- Customer is responsible for performing standard database and virtualization backups.
- Customer will supply a virtual environment that meets GE HealthCare's written application specifications.
- Customer will not deploy multiple instances of the GE HealthCare deployed solution without the express written consent of GE HealthCare.

### Hourly Billed Service (HBS):

- Rates for billable service events or calls do not include travel expenses, which will be billed separately, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.
- Minimum of two (2) hours labor will be billed per service call.

- Minimum of two (2) hours travel time will be billed for all onsite service calls
- Refer to the then current published GE HealthCare HBS rates, which are subject to change.

## GE HealthCare Solutions for Enterprise Imaging Software Support Policy

This document outlines the Software Support Policy for GE HealthCare Solutions for Enterprise Imaging software ("SEI"), which includes one or more products listed in the Quotation.

Software support services covered under this policy include: (1) access to the SEI software support organization; and (2) access to ongoing SEI software updates.

**Support Services.** GE HealthCare will provide technical support to diagnose and address SEI software related issues that (a) materially and adversely interfere with the customer's use of the SEI software; and (b) result from a failure of the SEI software to conform in any material respect to the documentation. GE HealthCare will provide a reasonable amount of SEI applications software support in response to inquiries by the customer's system administrator and other customer personnel that have been trained by GE HealthCare to properly use the software. Support for any issue determined to be caused by the customer or a third party vendor's product or procedure not authorized by GE HealthCare will be billable on a time and material basis, including travel time, at then-current rates. Support services do not include training of customer personnel, interface modifications, or additional services unless otherwise quoted. For all services that are billable under this Software Support Policy, actual, reasonable travel expenses, including travel time, shall be invoiced separately as incurred, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

**Support Delivery.** The primary means of providing technical and application support service is through remote assistance. In some situations, GE HealthCare may need to resolve a service request on-site. If it is determined by GE HealthCare that on-site services are necessary to resolve an SEI software issue, then the customer will not be charged a service fee or travel and living expenses unless service is outside of contracted service hours. However, if it turns out that the issue is not with SEI software, such services will be delivered on a time and materials basis, including travel time, at then-current rates.

**Customer Responsibilities.** All users should be trained to detect and fix minor issues within the department, such as an unplugged workstation, no paper in the printer, etc. to help drive increased efficiency and minimize downtime. SEI software documentation and online help should be made available to users to assist with problem resolution. If, after consulting these materials, users still encounter difficulties, they should request assistance from their primary contact or their designated internal escalation contact (IT Help Desk, System Administrator, Super User, etc.). In addition, the customer should comply with the procedures, deliverables, and expectations as set forth in the respective SEI support organization's documentation.

The customer will designate a customer employee (and an alternate employee in case the first is unavailable) to act as a liaison with the SEI support organization. Such customer employees should have the appropriate training and the necessary technical knowledge and expertise to perform initial troubleshooting and assist GE HealthCare technical personnel in performing service. It is the customer's responsibility to inform GE HealthCare of any change in the primary contact. The liaisons should be trained to handle basic functionality, procedural questions and repetitive issues from users in their departments. If a question or issue arises that requires a response from GE HealthCare, the standard procedures outlined in this document for logging a service request should be followed.

**System Access.** GE HealthCare requires access to customer systems and servers to monitor and/or resolve reported issues. A VPN connection via broadband, or other secure means of remote connectivity as specified by each support team, is required to enable the GE HealthCare SEI support organization to remotely connect to customer sites. Remote capability should be tested and approved prior to a system going live for clinical use. If GE HealthCare cannot gain access to the customer's system to diagnose and resolve an issue, an escalation process through management at the customer's site should be available to ensure GE HealthCare's ability to provide timely support. In the event that a customer does not provide access or connectivity, services may be provided and charged on a time and material basis (minimum 4 hours), including travel time, at then-current rates. GE HealthCare will not be responsible for any failure to perform its obligations under this service policy that results from the customer's refusal or inability to provide access. In the event that a GE HealthCare support professional is required on-site, internet access must be provided to connect to the GE HealthCare SEI support infrastructure.

**Customer Access.** During the term of the agreement, GE HealthCare may provide the customer access to information, through the Healthcare Digital Customer Portal, for customer software and/or equipment covered by GE HealthCare support agreement(s). As part of the subscription, customers are granted a limited, nonexclusive, nontransferable right to search, retrieve, display, download, print and use the information solely at the site for internal business use only. User ID and password or other security process defined by GE HealthCare will control access to the portal. The customer is responsible for managing password assignment and confidentiality.

Except as expressly permitted above, the customer may not (i) decompile or reverse engineer any of the associated software and other content and materials related to the portal (ii) sell, sublicense, distribute, or commercially exploit the content on the portal; (iii) make the content on the portal available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit content, in whole or in part, without the prior written consent of GE HealthCare.

GE HealthCare reserves the right to upgrade, modify, replace or delete portions of information, functions of the portal, and related materials at any time during the term of the agreement.

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

**Before Logging a Service Request.** Technical support under this service policy covers only SEI software and certain third party software, as specified in the Quotation. The customer's organization or the appropriate third party vendor must address issues related to non-GE HealthCare supported hardware, operating systems, network, customer-supplied third party software, non-supported clearinghouses and other software. To assist in the fastest possible resolution, it is recommended that customers collect and have available all relevant information prior to placing a service request, including:

1. Verify that the issue is related to the SEI software or supported third party software as specified in the quotation. If the issue originates with a non-GE HealthCare supported third party application, operating system, or network software that is not covered, customers should call the appropriate vendor directly.
2. Be prepared to provide your site name, location, system identification number, so the GE HealthCare representative can confirm your identity.
3. Attempt to reproduce the issue, record the workflow steps leading up to it and preserve all relevant error logs.
4. Determine if the issue occurs on one, more than one, or all of the workstations and/or if the issue occurs randomly or consistently.
5. Check for recent changes that may be responsible for the issue, including:
  - Recent upgrades to software products, the operating system, the network, etc.
  - System switch changes, such as modification of preferences or options within the SEI software
  - Workflow changes

**Support Organization Goals.** The goal of the GE HealthCare Digital support organization is to respond to customer needs. The support team is responsible for answering customer calls, generating service requests, taking ownership of web submitted service requests (where offered), performing research, completing follow-up, and resolving service requests while communicating with the customer throughout the process.

**Healthcare Digital Customer Portal.** GE HealthCare Digital's Customer Portal provides integrated access to SEI documentation, updates, online case reporting, education information, and user communities. It is recommended that customers check the Service Portal frequently for updates. The portal can be accessed via the web or on a mobile device at <http://digital.gehealthcare.com>

**Web-Based.** For noncritical issues, service requests can be submitted using our web-based user interface, via the Healthcare Digital Service Portal. These service requests are reviewed by and assigned to a GE HealthCare Digital support professional.

**Telephone.** When a customer places a call to the GE HealthCare Digital support organization, he/she may be connected directly to a support professional or greeted by a phone menu that routes calls to the support team best able to address the issue.

**Hours of Coverage.** Standard business hours are 7am to 7pm Central Time, excluding GE HealthCare holidays ("Holidays" means: New Year's Day, Memorial Day, the day before or after Independence Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Veterans Day, Christmas Day, and Christmas Eve or the day after Christmas Day.). Technical support services are available on a 24/7 basis. However, access to these services during off-hours may require payment of an additional fee. Application support service is only available during standard business hours.

#### Solution

#### Telephone Number

Centricity Cardiology Workflow (CCW), DMS, CA1000, Centricity Cardiology UV  
Centricity PACS, Edison True PACS, PACS IW, Universal Viewer Standalone,  
Enterprise Archive, ZFP or Web, RA600, Centricity Clinical Archive/Edison DataLogue,  
Centricity RIS-IC

(855) 762-6650

**Priority Levels.** Every service request that is logged with the GE HealthCare Digital support organization is assigned a priority. To help manage technical support issues, customers are asked to identify the priority of the issue according to the following guidelines. Critical priorities must be reported via phone for all products.

#### Priority Levels

Critical	System/product is entirely unusable, down, or unavailable.
High	System/product is available, but on a limited or intermittent basis.
Medium	System/product is available; the issue reported is a question about intended functionality or technical specification.
Low	System/product is available; the issue reported is a request for documentation, training, upgrade, application support, etc.

**Response Time Goals.** Response time measures the amount of time it takes a customer to reach a qualified support representative using web or telephone communication. GE HealthCare's intent is to meet or exceed these goals.

**Note:** Critical priority service requests must be submitted via telephone.

Response within ...	Critical	High	Medium	Low
Telephone	30 minutes	60 minutes	Within 8 business hours	Next business day
Web	Not available	60 minutes	Within 8 business hours	Next business day

**Diagnosis and Lifecycle of an Issue.** Customers work directly with the assigned GE HealthCare Digital support professional until the service request is closed. If a new software defect is identified, it will be logged and assigned a tracking number. The support professional will check for an existing solution and communicate it to the customer. If none is currently available or the problem cannot be reproduced, the support professional will make a good faith effort to identify a temporary solution that may consist of sufficient programming and operating instructions to bring the software into material conformity with the documentation for the applicable SEI software. Some defects do not materially affect the SEI software solution and may not be fixed. The customer may contact the support organization at any time, reference the tracking number and ask for the current status of the issue.

If the diagnostic process indicates there is an issue with the hardware, operating systems, network, backup software or other software not covered in the quotation, the customer will be asked to contact the appropriate resources within the customer's organization or the appropriate third party vendor. In these cases, any additional work on the issue by the GE HealthCare Digital support organization will be provided on a time and materials basis at then-current rates.



Software support required to troubleshoot an error that GE HealthCare determines is caused by any misuse or modification of the software, disaster, power failures, network outages, viruses, software not provided by GE HealthCare, or for other causes not attributable to GE HealthCare will be performed at then-current rates plus reasonable travel expenses, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

Customers are responsible for acting upon GE HealthCare's recommendations. GE HealthCare reserves the right to charge for all applicable fees if a customer fails to follow GE HealthCare's recommendations, requiring GE HealthCare to expend effort to resolve an issue caused by such failure to follow the recommendation. For example, if a customer installs patches or applies unsupported third party software or updates, charges may apply to return the system to operation.

**Software Updates.** Enhancement releases, major and minor, include product feature and/or functionality modifications. Maintenance releases include error corrections and modifications to improve product reliability. Both enhancement and maintenance releases, and related customer documentation, are generally made available to customers with a valid software support contract unless specified otherwise in the Quotation. To the extent applicable for on premises Software, failure to upgrade to the latest approved release may result in additional support fees and will adversely impact our ability to deliver the highest quality support. Maintenance Releases are meant to be easily installable and customers are encouraged to remain current on Maintenance Releases to receive the benefit of available software corrections. Actual frequency, versioning, and release types may vary depending on the SEI software solution. Unless otherwise expressly specified in the Quotation, the purchase of hardware or non-GE HealthCare software (including upgrades to third party software) required for software releases is the responsibility of the customer. Installation of software updates and related professional services, if required, will be charged on a time and material basis unless specified otherwise in the Quotation.

#### Enhancement Releases.

1. Major - A major release is any version of licensed software that GE HealthCare makes generally available to customers currently purchasing SEI software maintenance to deliver new functional capabilities or applications, enhancements and/or major changes or upgrades to the software architecture or file structure along with the latest error corrections. Such releases may be identified by a release number that is to the left of the first decimal point, such as 3.x.
2. Minor - A minor release is any version of licensed software that provides error corrections and/or enhances the functionality of a current major release. Minor releases usually do not involve major changes or provide significant, new functional capabilities or applications, or changes to the SEI software's architecture or file structure. Such releases may be identified by a number to the right of the first decimal point, such as x.1.

#### Maintenance Releases.

- A. Maintenance - A maintenance release is the distinctly identified collection and packaging of error corrections and/or system performance or adjustments of a specific minor release of the SEI software. Such releases may be identified by a release number that is to the right of the second decimal point, such as x.y.1 or x.y.2
- B. Service Pack - A service pack release is a collection of updates, fixes and/or in exceptional cases enhancements to a software program delivered in the form of a single installable package. Such releases may be identified by a release number that is to the right of the third decimal point, such as x.y.z.1 or x.y.z.2

**New Modules.** From time to time, GE HealthCare will develop additional software modules that offer customers additional functionality beyond the current scope of what is installed. New modules are priced separately, by module, and become available with enhancement releases. The implementation of a new module is subject to software license, installation, professional services, and maintenance fees, and may require prerequisite SEI software release.

**Migration.** GE HealthCare may leverage newer technologies or add to existing technology to achieve better performance. The result may be a distinctly different product and platform offered within SEI software solutions. The implementation of a migration is subject to software license, installation, professional services, and maintenance fees.

**Software Lifecycle.** GE HealthCare provides support services for the then most current SEI software solution major release plus one prior version (for example, if the most current major release is version 3.0, and customer is on version 2.1 but version 2.5 is available, customer must upgrade to at least minor release version 2.5.). However, for Centricity PACS-IW, GE HealthCare provides support services for the then most current Centricity PACS-IW software solution minor release plus the two previous minor releases. Timely installation of current releases keeps customer systems operating optimally. Customers requiring product support on older releases may be asked to bring their system current prior to any further software deliveries, unless the support issue is critical. To the extent applicable for on premises Software, failure to upgrade to a major release may result in additional support fees or surcharge and will adversely affect GE HealthCare's ability to deliver the highest quality support. When a new major release of SEI software becomes available, GE HealthCare will no longer commercially market the previous version.

**Third Party Software and Operating Systems.** Customers are required to be live on the third party software and operating system as defined in the applicable SEI software release documentation. Unless otherwise expressly specified in the quotation, updates to the third party software are the responsibility of the customer. Before proceeding with the update, the customer must contact the GE HealthCare Digital support organization. Server operating system upgrades may be included with SEI software updates per the applicable release documentation. However, purchasing and installing workstation (client) operating system upgrades is the responsibility of the customer.

**Hardware.** Customers are responsible for providing a system environment with adequate power and cooling. Customers are also responsible for managing all hardware and third-party software warranties and support policies, as well as for following the manufacturer's recommendations and/or procedures for preventative maintenance or quality assurance. Depending upon the GE HealthCare software, customers may purchase hardware from GE HealthCare, or if a Customer procures hardware directly, they must conform to all specifications and guidelines in the applicable GE HealthCare documentation. In all cases, customers are responsible for the monitoring and maintenance of hardware within their datacenter. If it is determined that the root cause of the problem lies with hardware, customers are responsible for contacting the hardware vendor directly, provided that a GE HealthCare representative may, at GE HealthCare's discretion, assist the customer in contacting the manufacturer to facilitate issue resolution.

**Escalation Process.** Customers may request to escalate a service request whenever they feel the GE HealthCare Digital support organization is not providing the level of attention the customer believes is warranted. To escalate a service request, the customer should contact the GE HealthCare Digital support

organization and request to be connected to a support manager. The manager will work with the customer to create a plan to resolve the issue. When escalating a service request, the customer should reference the service request number in all communications.

**Unplanned Modifications.** Customers should inform the GE HealthCare Digital support organization of any major modifications that in any way may affect the SEI software, including, but not limited to: third party products, interface engines, network modifications and/or system changes. If customers do not arrange for support from GE HealthCare resources ahead of time and these modifications affect the SEI software solution, all relevant expenses will be billed to the customer.

**Virus Policy.** GE HealthCare will exercise commercially reasonable efforts to monitor the IT security industry, and our hardware and software vendors for notification of new security vulnerabilities. Vulnerabilities will be evaluated for their applicability and severity and any required subsequent actions by GE HealthCare will be based on the results of that evaluation. Due to the high volume and frequent occurrence of these issues, not all patches or fixes released by third party vendors may be made available to customers. Customers can go to GE HealthCare product security portal <https://securityupdate.gehealthcare.com> to check on the availability or status of specific security patches and fixes.

**Database Maintenance Policy.** GE HealthCare is not responsible for database maintenance, unless specifically provided otherwise in the Quotation. All activities related to system maintenance, including backup, archive and data integrity are the responsibility of the customer, unless otherwise expressly specified in the Quotation. Customers are not permitted to alter any database's schema in any manner, unless explicitly directed to do so by the GE HealthCare Digital support organization. In addition, the creation of non-standard views in the database must be reviewed and approved by the GE HealthCare Digital support organization. Changes without the GE HealthCare Digital support organization's full knowledge and consent will void the customer's support services. Policies regarding standard and non-standard views, if applicable, are further defined in the respective support organization's documentation. Customers may not use third party utilities or programs to read and analyze the content of production databases unless otherwise stated in the Agreement. Software support required to troubleshoot an error resulting from misuse or modification of any database's schema or downtime/performance issues caused by these tools will be performed at then-current rates plus reasonable travel expenses, including travel time, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

**Customer Feedback.** GE HealthCare is committed to continuously improving the way in which we serve our customers. We believe ongoing dialogue is important to our relationship and customer feedback is fundamental to our joint success. To prioritize the improvement topics and projects we focus on, we periodically request feedback on how we are performing and where we can make improvements. Our process is composed of a few potential feedback channels listed below:

1. **Event Surveys** – Customers may receive an email requesting completion of a customer satisfaction survey about a specific service interaction. GE HealthCare distributes email requests based upon specific services delivered (examples: at close of a support ticket, conclusion of an education course, or following an implementation project). GE HealthCare's surveys are designed to require no more than three to five minutes to complete.
2. **Periodic Surveys** – Customers may receive an email requesting completion of a customer loyalty survey about your overall impression of GE HealthCare and GE HealthCare products and services.
3. **Independent Surveys** – GE HealthCare participates in surveys conducted by independent research firms. These firms partner with thousands of healthcare professionals including CFOs, CIOs, Directors, Managers, and Clinicians to create a dynamic database of performance information on healthcare information technology vendors.

**Software Support Services Period.** GE HealthCare will make available support services and SEI software updates for the period for which applicable fees have been paid. To the extent applicable for on premises Software, if payment of the software support services fees lapses, a reinstatement fee inclusive of the actual costs to bring the system current shall be charged. The software support service fees are specified in the Quotation and are non-refundable. Subject to the Software Lifecycle section set forth above, GE HealthCare is not obligated to provide software support services beyond the end of the software support services period for which applicable fees have been paid and makes no representations or guarantees about the ability for customers to subsequently receive software support services or as to the cost of such.

**Confidentiality and Proprietary Rights.** This document is the confidential property of GE HealthCare and/or its affiliated entities. It is furnished to, and may only be used in accordance with the terms of the Agreement. The access and use of this document is restricted to Customer and its employees and contractors. Customer agrees to protect the confidentiality of the information contained herein and GE HealthCare's proprietary rights as expressed herein and not permit access to this document by any person for any purpose other than as an aid in the use of GE HealthCare software, or as otherwise required by law or legal process. In no case may this document or any portion hereof be accessed, made available, examined, or copied for the purpose of developing, marketing, or supporting any system or computer program similar to the SEI software. No part of this document may be copied without the prior written permission of GE HealthCare, except as required by law or legal process.

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GE HealthCare Terms & Conditions  
with Healthcare Digital Product Additional Terms & Conditions (Rev 02.23)

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; “Subscription” is a limited-term, non-transferable license to access and use a Product , including any associated support Services; “SaaS Offerings” are the GE HealthCare branded software-as-a-service offerings described in the Quotation; “Third Party SaaS Offerings” are third party branded software-as-a-service offerings available via third party hosting. “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped; and “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.** Software licenses, access to SaaS Offerings, 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 the Agreement. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement. Any remaining undisputed, unpaid accrued fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Products or Services provided prior to the date of expiration or termination.

3. **Software License.** To the extent applicable for on premises Software; other than as identified in the Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation. Customer may make a reasonable number of copies of the Software in machine-readable form for backup, testing or archival purposes. If GE HealthCare provides Third Party Software, Customer will comply with the applicable license terms to the extent not prohibited by applicable law and licensors shall be third-party beneficiaries of this Agreement. GE HealthCare will provide any such license terms for Third Party Software to Customer, and the parties will work in good faith to resolve any issues prior to Customer agreeing to such terms.

4. **Commercial Logistics**

4.1 **Order Cancellation and Modifications.**

4.1.1 **Cancellation.** This Section does not apply to Software, SaaS Offerings or Subscriptions, Third Party Products and/or related professional or installation services; those orders are non-cancellable.

4.1.2 **Used Equipment.** Intentionally omitted.

4.2 **Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare’s written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

4.3 **Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment and Third-Party Equipment passes to Customer on accepted delivery to Customer’s designated delivery location.

4.4 **Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer’s obligation to pay for each installment delivery as invoiced. Delivery occurs: (i) for Product, on electronic or accepted physical delivery to Customer; (ii) for Services, on performance, and (iii) for SaaS Offerings, upon availability to Customer. Products cannot be returned for refund or credit if they match the Quotation, except as otherwise agreed to by GE HealthCare. Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays (“Holidays” means: New Year’s Day, Memorial Day, the day before or after Independence Day, Independence Day,

Labor Day, Thanksgiving Day, the day after Thanksgiving, Veterans Day, Christmas Day, and Christmas Eve or the day after Christmas Day.), and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

4.5 Information Technology Professional Services ("ITPS"). ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations.

4.6 Acceptance.

4.6.1 Equipment Acceptance. Intentionally omitted.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation ("Software Test Period"). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 10 business days, whichever is greater, to continue testing. Software is accepted on the "Go-Live Date" as defined above in the Quotation at page 5 (Billing and Payment Footnote 3).

4.6.3 Third Party Product Acceptance. Third Party Products are accepted 5 days after delivery.

4.6.4 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 business days after GE HealthCare provides Customer access to the Products.

4.7 Third Party Products and Services. If GE HealthCare provides Third Party Products and/or Services, then (i) GE HealthCare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE HealthCare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use.

4.8 Mobile Equipment. Intentionally omitted.

4.9 Audit. GE HealthCare may audit Customer's use of Software or SaaS Offering, to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the Agreement. Customer will provide reasonable assistance and access to the requested information. Customer must pay underpaid or unpaid fees discovered during the audit, within 30 days of receipt of invoice for the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or right to access SaaS Offering.

4.10 Product Inflation. Intentionally omitted.

5. Security Interest and Payment.

5.1 Security Interest. Customer grants GE HealthCare a purchase money security interest in all Products in the Quotation until full payment is received.

5.2 Failure to Pay. If, after Product delivery or SaaS Offering availability, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable, remove access to and/or remove the Products or SaaS Offerings.

5.3 Lease. If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. Trade-In Equipment. Intentionally omitted.

7. Subscriptions. The following terms apply to Subscriptions.

7.1 Commencement. Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the Commencement date of the SaaS Offering.

7.2 Renewal / Non-Renewal. The Subscription term runs concurrently with the term of the SaaS Offering and the cost of the Subscription is included in the cost of the SaaS Offering.

7.3 Intentionally omitted.

7.4 Support Services. Unless otherwise noted in the Quotation, as part of the Subscription fees, GE HealthCare will provide support services as described in the Software Support Summary and/or GE HealthCare Solutions for Enterprise Imaging Software Support Policy.

7.5 Upgrades/Software Releases. Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades/software releases if and when they become available and to the extent they are provided to all GE HealthCare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades/software releases do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product.

7.6 Access Controls. Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 Post-Termination. Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products; (ii) Customer must destroy its copies of Software and Documentation, except that Customer may maintain one copy for evidentiary purposes; (iii) GE HealthCare is not responsible for and may destroy Customer-provided information, images or data; and (iv) GE HealthCare will remove Customer's access. Unless otherwise agreed, Customer will be responsible for paying for any Services required to migrate Customer data to a replacement solution.

7.8 Professional Services. For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable professional Services under a separate quotation and fees will be required, subject to GE HealthCare's then-current pricing.

8. SaaS Offerings. The following terms apply to SaaS Offerings.

8.1 Commencement. The SaaS Offering commences on the Go-Live Date as defined in the Quotation.

8.2 Access and Use of SaaS Offerings.

8.2.1 GE HealthCare will provide the SaaS Offering(s) as identified in the Quotation. Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, nontransferable, right to access to, and use of, the SaaS Offering being provided under this Agreement, solely for use by Authorized Users (defined below), for its internal business only for the Term and for the quantity of the applicable metric provided under the Quotation.

8.2.2 Customer may authorize only its employees, independent contractors, radiologists, physicians and other healthcare providers with privileges at its facilities to access and use the SaaS Offering consistent with this Agreement ("Authorized Users"). Customer is responsible for all actions by Authorized Users or any other individuals accessing or using the SaaS Offering, including but not limited to responsibility for identifying and authenticating all Authorized Users, for approving access by such Authorized Users to the SaaS Offering, for controlling against unauthorized access by individuals that are not Authorized Users, any use of the SaaS Offering that occurs under Customer's credentials, Authorized Users' compliance with the Agreement, providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information.

8.2.3 GE HealthCare reserves the right to upgrade, modify, replace or delete portions of the SaaS Offering, including without limitation GE HealthCare's technology, structure, software, security, configurations, features, related content and materials, and third party content, at any time during the Term.

8.2.4 If GE HealthCare provides access to Third Party SaaS Offerings and/or any associated Third Party Services, then (i) GE HealthCare is acquiring them on Customer's behalf as its agent and not as a supplier; (ii) GE HealthCare provides no warranties or indemnification, express or implied for such Third Party SaaS Offerings or Services; (iii) Customer is responsible for all claims resulting from or related to the Third Party SaaS Offerings or Services acquisition, access or use, and (iv) Customer will comply with Third Party terms and conditions for the access and use of such Third Party SaaS Offering and/or Services.

8.3 Renewal / Non-Renewal. Unless otherwise noted in the Quotation and as otherwise set forth in the Agreement, the Initial Term and any extensions or renewals thereof are referred to as the "Term." Except as otherwise identified in this Agreement or Quotation, GE HealthCare may increase prices annually by no more than 5%, upon 90 days' prior written notice.

8.4 Support Services.

8.4.1 Unless otherwise noted in this Agreement, as part of the SaaS Offering reoccurring fee, GE HealthCare will use reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue regarding the SaaS Offering of which Customer becomes aware.

8.4.2 Hotline Support. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.4.3 Access for Offering and Support. To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and the Business Associate Agreement with Customer executed by GE Precision Healthcare LLC on July 19, 2022 ("BAA"), Customer's data and applications for the duration of the Term plus any applicable post-expiration period. Further, GE HealthCare may access Customer's network remotely to monitor SaaS Offering parameters to help prevent and detect Errors. The parties will reasonably cooperate with each other to establish remote connections. Certain SaaS Offerings require remote access in order to obtain support.

8.5 Post-Expiration. Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation, except that Customer may maintain one copy for evidentiary purposes; (iii) Customer must remove Customer data from the SaaS Offering; (iv) GE HealthCare is not responsible for and may destroy Customer data; (v) GE HealthCare will remove Customer's access; and (iv) Customer shall immediately pay GE HealthCare all amounts due hereunder, in addition to any fees related to Data Storage, as invoiced therefor. Customer is responsible for ensuring Customer has all necessary copies of Customer data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer data to a replacement solution.

8.6 Expiration or Termination of Data Hosting.

8.6.1 Where applicable, if Customer purchases data hosting from GE HealthCare in connection with a SaaS Offering, Customer may retrieve all Customer Data provided by Customer and stored by GE HealthCare in connection with the offering, or GE HealthCare will provide the Customer Data on a GE HealthCare approved storage device(s) and make arrangements with the Customer to return such device following industry standards for shipment. Customer shall be responsible for the cost of the device, any professional services involved in copying the data and for the cost of shipment. In the event Customer needs multiple transfers of data, or any other customized services, additional fees may apply.

8.6.2 Where applicable, if Customer purchases data hosting from GE HealthCare in connection with a SaaS Offering, and Customer fails to take possession of Customer Data or authorize purging of its Data from the data hosting upon the termination or expiration date, GE HealthCare will continue to bill for the data hosting according to the fees set forth in the Agreement after such termination or expiration and Customer acknowledges and agrees to pay for such charges for as long as GE HealthCare continues to store such Customer Data. In the event that Customer fails to make timely payments to GE HealthCare for such storage following termination or expiration, GE HealthCare may purge Customer Data from the data hosting with or without Customer's authorization upon ninety (90) days written notice to Customer.

9. General Terms.

9.1. 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. If Customer is subject to state open records laws, it is not prohibited from complying with such laws if required to do so; however, Customer must: (a) promptly notify GE HealthCare in writing of any open records requests, (b) give GE HealthCare sufficient time to challenge the request or redact any necessary information to the extent permitted by law, and (c) only provide such information as is necessary to comply with the open records laws.

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

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

9.4. Assignment; Use of Subcontractors. Neither party may assign this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other party; provided, however, that either party may assign this Agreement and any or all rights and obligations under this Agreement to any of its affiliates upon prior written notice to the other party; provided, further, that no such assignment shall release either party from any liability under this Agreement. Notwithstanding anything to the contrary in this Agreement, GE HealthCare may assign this Agreement and all of its rights, interests and obligations under this Agreement to a GE HealthCare Subsidiary (as defined below), subject to the GE HealthCare Subsidiary agreeing to be bound by all of the terms and conditions of this Agreement and assuming all of the rights, interests and obligations of GE HealthCare under this Agreement. Immediately upon such assignment and assumption, automatically and without the requirement of any further action by any person or entity, (i) all references in this Agreement to GE HealthCare shall instead apply to GE HealthCare Subsidiary unless the context otherwise requires and (ii) GE HealthCare shall be unconditionally and irrevocably released and discharged from any and all liabilities and obligations under or in connection with this Agreement accruing after the effective date of such assignment and assumption. "GE HealthCare Subsidiary" means a majority owned direct or indirect subsidiary of GE HealthCare Parent. "GE HealthCare Parent" means an entity that (A) has at the time of such assignment and assumption (or concurrently therewith) an investment-grade unsecured corporate credit rating issued by each of Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business (or any successor thereto), and Moody's Investors Service, Inc. (or any successor thereto), and (B) has succeeded to ownership, directly or indirectly, of substantially all of the assets formerly owned by the GE HealthCare business of the General Electric group of companies. Notwithstanding anything to the contrary in this Agreement, in the event of any change of direct or indirect ownership of GE HealthCare in connection with the previously-announced separation of the General Electric group of companies, regardless of the form such separation takes, Customer hereby acknowledges and consents to the change of ownership of GE HealthCare as part of such separation. Customer will not be in default of its payment obligations under this Agreement that arise after an assignment of the Agreement by GE HealthCare to a GE HealthCare Subsidiary, provided that Customer issues a new purchase order to the GE HealthCare Subsidiary within 30 days of written notice of the assignment of this Agreement by GE HealthCare to a GE HealthCare subsidiary. GE HealthCare may hire subcontractors to perform work under this Agreement but will remain responsible for GE HealthCare's obligations.

9.5. 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.

9.6. Intellectual Property. GE HealthCare owns all rights to the intellectual property in GE HealthCare's Products, SaaS Offerings, 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.

## 10. Compliance.

10.1. Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing, licensing or accessing Products or SaaS Offerings for its own medical, billing and/or non-entertainment use in the United States, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products. GE HealthCare will not deliver, install, provide access, service or train if it discovers Products or SaaS Offerings 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 GE HealthCare will provide to Customer upon request 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.

10.2. Security. GE HealthCare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) 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.

10.3. Environmental Health and Safety. GE HealthCare personnel may stop work without penalty due to safety concerns. Customer must: (i) provide and maintain a safe, hazard-free environment in material compliance with applicable federal, state and local requirements and

reasonable written requirements provided by GE HealthCare; (ii) provide to GE HealthCare onsite personnel, upon request, a list of chemical/hazardous materials with which such personnel may come into contact, related safety data sheets and written safety procedures; (iii) perform decommissioning or disposal at Customer facilities; (iv) obtain and maintain necessary permits; (v) thoroughly clean Products before Service; (vi) provide radioactive materials required for testing Products; and (vii) dispose of waste related to Products and installations.

10.4. 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.

10.5. Training. GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offerings 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 or SaaS Offerings. If applicable, training will be invoiced and payment due pursuant to the billing terms listed in the equipment Quotation. Recording of GE HealthCare training sessions is prohibited.

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

10.7. Connectivity. To the extent applicable for on premises Software; Customer will provide GE HealthCare reasonable access to the Products, network cabling and communication equipment as necessary. If a Product has remote access capability and remote access is not provided, Customer will be charged for onsite support at GE HealthCare's then-current applicable billing rate. The remote access connection and collection of machine data (e.g., temperature, helium level) will terminate upon termination of this Agreement.

10.8. Use of Data.

10.8.1. 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 BAA. Before returning any Product to GE HealthCare, Customer must ensure that all PHI stored in it is deleted.

10.8.2. Data Rights. GE HealthCare and its subcontractors may access, collect, analyze, prepare derivatives from and otherwise use information that is not PHI, data related to Products, SaaS Offerings, and/or Services, including, but not limited to, machine, technical, systems, usage and related information ("Source Data"), provided that the Source Data is de-identified and aggregated in a form that is reasonably calculated to not identify Customer, to facilitate the provision of Products and/or Services to Customer and for research, development, and continuous improvement of GE HealthCare's products, software and services. GE HealthCare will own all discoveries, ideas, improvements, products, services, software, data, intellectual property and other rights arising from and/or related to GE HealthCare's and its subcontractors' use, analysis, research and/or development of the Source Data. GE HealthCare will use the Source Data at all times (i) in compliance with applicable laws and regulations, (ii) in accordance with the GE Healthcare Data Protection Plan available at [www.dataprotection.ge.com](http://www.dataprotection.ge.com), and (iii) in accordance with the confidentiality obligations under this Agreement.

10.9. 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.

10.10. Insurance. GE HealthCare will maintain coverage in accordance with the certificate of insurance attached as Exhibit A.

10.11. 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 promptly notify Customer of the exclusion and replace that employee within a reasonable time; if GE HealthCare is excluded, GE HealthCare will promptly notify Customer of the exclusion, and Customer may terminate this Agreement upon written notice to GE HealthCare.

## 11. Disputes and Arbitration

11.1. 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, except as required by law or legal process: (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.

## 12. Liability and Indemnity.

12.1. 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, SAAS OFFERINGS 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.

12.2. 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.

12.3. 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, SaaS Offerings, or Software in accordance with the Specifications, Documentation and/or license.

12.4. Intentionally omitted.

12.5. 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.

## 13. Payment and Finance.

13.1. Late Payment. Customer will use commercially reasonable efforts to raise payment disputes before the payment due date. For any undisputed late payment, GE HealthCare may suspend performance under this Agreement until all past due amounts are paid. If GE HealthCare suspends performance, any downtime will not be included in the calculation of any uptime or availability 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.

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

13.3. Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

14. 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 County of Ventura Health Care Agency, 5851 Thille Street, 1<sup>st</sup> Floor, Ventura, CA 93003, Attn: HCA Contracts. Notice to GE HealthCare will be directed to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

## 15. Healthcare Digital Products.

15.1. T&L Expenses. Other than as set forth in a Quotation, actual, reasonable travel expenses incurred while performing Services are Customer's responsibility and will be invoiced separately as incurred, subject in all instances to Customer's reimbursement policy, a copy of which has been provided to GE HealthCare.

15.2. Non-Subscription Software License Support. GE HealthCare will support non-Subscription Software under its then-current applicable support policy for the support period identified in the Quotation and any renewal periods. Unless identified on the Quotation, Third Party Product support is not included; GE HealthCare will use reasonable efforts to provide phone support or initial contact for Third Party Product.

Support will automatically renew for another annual term unless a party provides 60 days' written notice prior to renewal. Customer is not entitled to credits, refunds or reduction in fees for mid-term changes to Software support. GE HealthCare may increase its annual renewal support charges by no more than 5% in any 12-month period following the one-year anniversary of the Commencement date. If GE HealthCare announces to customers that it will no longer support Software, in whole or in part, then on at least 12 months' prior written notice, GE HealthCare may remove the item from Software support agreements and adjust charges and Customer may, without penalty, in its sole and absolute discretion, terminate any other Products or Services being provided pursuant to the Agreement.

## GE HealthCare Warranty Statement (Rev 02.23)

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1. **Warranty.**

1.1 **Equipment.** For non-customized Equipment purchased from GE HealthCare or its authorized distributors, unless otherwise identified in the Quotation, GE HealthCare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE HealthCare or its authorized distributors.

1.2 **Software.** For Software licensed from GE HealthCare, GE HealthCare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. "Disabling Code" is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3 **Services.** GE HealthCare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4 **Used Equipment.** Certain Used Equipment is provided with GE HealthCare's standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided "AS IS" and is not warranted by GE HealthCare.

1.5 **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

1.6 **Third Party Product.** Third Party Product is covered by the third party's warranty and not GE HealthCare's warranties.

1.7 **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8 **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

2. **Remedies.** If Customer promptly notifies GE HealthCare of its claim during the warranty and makes the Product available, GE HealthCare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours at GE HealthCare's then-current service rates and subject to personnel availability. GE HealthCare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE HealthCare replaces Equipment or a component, the original becomes GE HealthCare property and Customer will return the original to GE HealthCare within 5 business days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE HealthCare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE HealthCare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE HealthCare may provide a loaner unit during extended periods of Product service or for GE HealthCare Product training purposes. 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 business 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.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

3. Limitations. GE HealthCare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE HealthCare; and (c) in a manner or environment for which GE HealthCare did not design or license it, or in violation of GE HealthCare's recommendations or instructions. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare's reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii) Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

4. Exceptions to Standard Warranty.

Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems: 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

Cyclotron and Radiopharmacy: Warranty starts on the earlier of (i) 3 months after the date GE HealthCare completes mechanical installation, or (ii) the date Product testing is successfully completed

MR Systems: Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

Proteus XR/a, Definium and Precision 500D X-Ray Systems: Warranty does not cover collimator bulbs

Performix 160A (MX160) Tubes: 3 years

X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes: 6 months

X-Ray Wireless Digital Detectors: In addition to the standard warranty, GE HealthCare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE HealthCare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer ("OEM") guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer's responsibility.

Bone Mineral Densitometry: Alpha Source, Inc. will perform installation, application support and warranty services. Direct warranty claims to Alpha Source, Inc. at 1-800-654-9845. Upgraded computer, printer and monitor components include a 1 month warranty. Customer will not be credited the value of this warranty against pre-existing warranties or service agreements.

OEC New or Exchange Service Parts: 120 days

OEC Tubes and Image Intensifiers: 1 year

HealthNet Lan, Advantage Review — Remote Products: 3 months

LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them: 5 years

LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart

Other Accessories: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them: 5 years

Voluson P8 BT18 and newer, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them: 3 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling. Ultrasound Partial System Equipment Upgrades: 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

Veterinary Use: Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

Batteries: 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year CARESCAPE Monitors B450, B650 and B850 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

CARESCAPE ONE : 3 year parts, 1 year labor (excluding displays, which are standard 1 year parts and labor)

Micromodules: 3 year parts, 1 year labor (i) repair services performed at GE HealthCare Repair Operations Center

B40 Monitors: 2 years parts, 1 year labor (excluding displays, which are standard)

B105 B125, and B155 Patient Monitors: 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

Novii Wireless Patch System- Interface and Pods: 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

MAC 5, MAC 7, MAC 2000 and MAC 3500: 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

CARESCAPE V100 and VC150 Vital Signs Monitors: 2 years

SEER 1000: 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

Exergen: 4 years

Microenvironment and Phototherapy consumable components: 1 month

Corometrics® Fetal Monitoring: Warranty includes: (i) warranty starting on the earlier of (a) if GE HealthCare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

Corometrics® Nautilus Transducers: 2 years

Lullaby Phototherapy System: 3 years on lamp assembly

Blood pressure cuffs and related adaptors and air hoses: 1 month

Anesthesia Monitor Mounting Solutions: If purchased directly from GE HealthCare, it will be warranted as a GE HealthCare Product

Tec 850 Vaporizers: 3 years

Tec 6 Plus Vaporizers: 2 years

CARESCAPE Gateway: 1 year

CARESCAPE Bridge: 1 year

Vscan Air and Vscan Air Vet Warranty: 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to dropping or mishandling.

GE HealthCare Terms & Conditions

with Edison True PACS or Edison DataLogue on Cloud SAAS Offering Additional Terms & Conditions (Rev 02.23)

These Edison True PACS or Edison DataLogue on Cloud SaaS Offering Additional Terms and Conditions Agreement apply to the purchase of Edison True PACS on Cloud or Edison DataLogue on Cloud (herein the "SaaS Offering") and are in addition to the GE HealthCare Terms and Conditions and Quotation (collectively the "Agreement"). In the event of conflict, Edison True PACS or Edison DataLogue on Cloud SAAS Offering Additional Terms and Conditions governs. Customer accepts by signing and returning this Agreement. This Agreement may be amended only in writing signed by both parties.

## 1. Customer Responsibilities

1.1 Customer must not knowingly use the SaaS Offering (a) in a way prohibited by law or that would cause Customer or GE HealthCare to be out of compliance with applicable law, (b) to violate the rights of others, (c) in connection to the publication of any material that is false, defamatory, harassing or obscene (d) in a way that constitutes an infringement of intellectual property or other proprietary rights, (e) to try to gain unauthorized access to, test the vulnerability of, or disrupt the SaaS Offering or any other service, device, data, account, or network, (f) to distribute spam or malware, (g) in a way that could harm the SaaS Offering or impair anyone else's use of it, or (h) in a way intended to work around the SaaS Offering technical limitations, recurring fees calculation, or usage limits.

1.2 Customer is responsible for: (a) "Customer Data," which means information, data, images, files, applications and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SaaS Offering; (b) ensuring that the SaaS Offering and its security is appropriate for Customer Data; and (c) taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Customer Data.

1.3 Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Data. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data, including any viruses, Trojan horses, worms or other programming routines contained in Customer Data that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. GE HealthCare reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material and/or suspension of Customer access to the SaaS Offering. GE HealthCare shall have no liability to Customer in the event that GE HealthCare takes such action.

1.4 If Customer becomes aware that Customer Data or any use by an Authorized User violates the Agreement, Customer must promptly remove or suspend use of that content and suspend the User's access to the SaaS Offering. If Customer believes its account has been compromised, Customer must notify GE HealthCare as soon as possible. Customer must reasonably cooperate with GE HealthCare to confirm and resolve any compromise to Customer's account or the SaaS Offering.

1.5 The SaaS Offering may enable Customer to link to, transmit Customer Data to, or otherwise access, other Web sites, content, products, services, and information of third parties. GE HealthCare does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the SaaS Offering, and Customer bears all risks associated with access to and use of such Web sites and third party content, products, services and information.

1.6 Customer is responsible for (i) ordering, installing and configuring the network connection, (ii) the availability, reliability and performance of that network connection, (iii) any trouble shooting activities in relation to this network connection and (iv) configuring the virtual private network (VPN) within Customer's network. In connection with the ongoing use and operation of the SaaS Offering, Customer shall be responsible for the security of the LAN and, if applicable, the WAN or other internet connection.

## 2. GE HealthCare Responsibilities

2.1 GE HealthCare shall comply with applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Customer Data, including without limitation compliance with the BAA.

2.2 GE HealthCare will employ reasonable administrative, physical, and technical safeguards to protect the security, confidentiality and integrity of Customer Data as described in the Documentation.

2.3 GE HealthCare shall maintain and implement data back up procedures and disaster recovery and avoidance procedures to protect Customer Data and the SaaS Offering. GE HealthCare shall provide Customer with its data back-up and disaster recovery controls and all updates thereto as set forth in the applicable Documentation during the Term.

2.4 GE HealthCare shall use commercially reasonable efforts to make the SaaS Offering available in accordance with the Documentation provided with the SaaS Offering.

2.5 GE HealthCare will use commercially reasonable efforts to (a) schedule downtime of the SaaS Offering for maintenance, new releases, repairs, updates, upgrades, hosting updates or upgrades or any other optimization at a reasonable time; and (b) give Customer advanced reasonable notice of all scheduled outages of the SaaS Offering ("Scheduled Downtime").

2.6 In providing the SaaS Offering, GE HealthCare will comply with the GE HealthCare's Commitment to Data Privacy and Security. The GE HealthCare Commitment to Data Privacy and Security is subject to change at GE HealthCare's discretion; however, GE HealthCare policy changes will not result in a material reduction in the level of protection provided for Customer Data during the Term.

2.7 Unless otherwise noted in the Quotation, GE HealthCare will provide support services, as described in the attached Software Support Summary and GE HealthCare Enterprise Digital Solutions Software Support Policy, included as part of the monthly fees for the SaaS Offering.

### 3. Representation, Warranties and Disclaimers

3.1 GE HealthCare warrants that the SaaS Offering will perform in all material respects as described in the Documentation of the SaaS Offering. If the SaaS Offering does not perform as warranted, Customer must promptly provide written notice to GE HealthCare that describes the deficiency in the SaaS Offering (including, as applicable, the service request number notifying GE HealthCare of the deficiency in the SaaS Offering).

3.2 In the event Customer is unable to access or use the SaaS Offering, or Customer Data is lost or destroyed, GE HealthCare shall make commercially reasonable efforts to restore Customer's access or retrieve Customer Data to the extent such access failure or data loss or destruction was caused by equipment or services owned or operated by GE HealthCare in connection with the SaaS Offering. Other than GE HealthCare's obligations under this paragraph, GE HealthCare shall not have any other responsibility or liability for any lack of access or use of SaaS Offering, or for loss, degradation, or destruction of Customer Data. GE HealthCare confirms that it will either own or lease the cloud storage space for the duration of the Term.

3.3 GE HEALTHCARE DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE THAT (A) THE SAAS OFFERING WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT GE HEALTHCARE WILL CORRECT ALL SERVICES ERRORS, (B) THE SAAS OFFERING WILL OPERATE IN COMBINATION WITH CUSTOMER DATA, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY GE HEALTHCARE, OR (C) THE SAAS OFFERING WILL MEET CUSTOMER REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT GE HEALTHCARE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS OFFERING MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GE HEALTHCARE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. GE HEALTHCARE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SAAS OFFERING THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY CONTENT. GE HEALTHCARE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

3.4 FOR ANY BREACH OF THE SAAS OFFERING WARRANTY IN SECTION 3.1, CUSTOMER'S EXCLUSIVE REMEDY AND GE HEALTHCARE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SAAS OFFERING THAT CAUSED THE BREACH OF WARRANTY.

3.5 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, DATA LOSS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 4. Termination.

4.1 Effects of Termination. Upon expiration or termination of this agreement for any reason, Customer shall: (i) immediately pay GE HealthCare all amounts due hereunder following receipt of invoice therefore; (ii) immediately discontinue all use and access of the SaaS Offering; (iii) at GE HealthCare's request, return or destroy GE HealthCare Confidential Information, including all Documentation and other

materials provided by GE HealthCare, except Customer may retain one copy for evidentiary purposes, and (iv) remove Customer Data from the SaaS Offering as promptly as practicable with GE HealthCare's assistance.

4.2 To the extent applicable, upon termination of this Agreement for any reason and following Customer's written authorization, GE HealthCare shall completely destroy or erase all copies of Customer Data in the SaaS Offering in any form, including but not limited to electronic, hard copy, or other memory device. All Customer Data stored encrypted shall be cleared, purged, or scrubbed from any and all hardware and/or media using cloud deletion standard practices.

4.3 Account Suspension and Termination. GE HealthCare may suspend Customer's password, account, access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice to Customer of any such suspension based on the nature of the circumstances giving rise to the suspension. GE HealthCare will use reasonable efforts to re-establish the affected SaaS Offering promptly after GE HealthCare reasonably determines that the situation giving rise to the suspension has been cured. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 30 days after GE HealthCare's initial notice thereof and if GE HealthCare so terminates the SaaS Offering, Customer shall no longer be responsible for applicable fees pursuant to the Agreement.

Each of Customer and GE HealthCare have caused this Agreement to be executed by its duly authorized representative.

Exhibit: Service Levels Commitment for Edison True PACS or Edison DataLogue on Cloud (Rev 11.22)

**1. Service Levels.**

1.1 Subject to the terms and conditions of this Agreement, GE HealthCare will make the SaaS Offering Available at least ninety-nine and one half percent (99.5%) of the time as measured over the course of each calendar quarter during each calendar year, a "Service Period", excluding unavailability as a result of any of the Exceptions described below (the "Availability Requirement").

**1.2 Definitions**

1.2.1 "Available" means the SaaS Offering are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Documentation.

1.2.2 "Availability" will be calculated as follows:

$$\text{Availability} = \frac{\text{Total Availability Time Subject to Exceptions} - \text{Total Time during which Services were Subject to Critical Error Failure}}{\text{Total Availability Time Subject to Exceptions}}$$

1.2.3 "Service Level Failure" means a material failure of the SaaS Offering to meet the Availability Requirement.

1.2.4 "Critical Error" means an Error rendering the SaaS Offering not Available.

1.3 Exceptions. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the SaaS Offering will be considered un-Available, nor any Critical Error or Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the SaaS Offering that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User/access to or use of the SaaS Offering by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Documentation; (b) Customer failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event, including acts of God, flood, fire, earthquake, tornado, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or actions, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns, or other industrial disturbances, or shortage of adequate power or transportation facilities; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not a product of GE HealthCare and not supplied by GE HealthCare pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension, or termination of the SaaS Offering pursuant to the terms of the Agreement.

1.4 Calculation. A Critical Error will commence when Customer reports an issue to GE HealthCare via our designated helpdesk that the SaaS Offering are not Available. A Critical Error will end as soon as the SaaS Offering are available to the Customer. Time associated with Customer failing to give GE HealthCare immediate and unencumbered necessary access or Customer continuing to use the software after notifying us of SaaS Offering unavailability shall not be included in any Service Level Failure calculation. Customer will maintain a log documenting performance including all data required to calculate each Critical Error and Service Level Failure. GE HealthCare will review such log and consult with Customer to determine the Service Level Failure for each quarter.

**2. Service Level Failure and Remedies.**

2.1 During any contract year, should the SaaS Offering fail to achieve the Availability Requirement, as provided, as confirmed by GE HealthCare, measured by calendar quarter, GE HealthCare will issue a credit to Customer in the amount of the monthly Fees for the SaaS Offering due for the Service Period the Service Level Failure occurred (each a "Service Credit") according to the table below, subject to the following: (a) GE HealthCare has no obligation to issue any Service Credit unless Customer reports the Critical Error to GE HealthCare immediately on becoming aware of it and provides the requested information; and (ii) requests such Service Credit in writing within 60 days after the calendar quarter, of the Service Level Failure; and (b) in no event will a Service Credit for any Service Period exceed 11% percent of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

Service Period (Calendar Quarter)	Credit
99.5-100%	No Credit Due
98.5-99.5%	2.7% of Monthly Fees for affected Service Period
97.5-98.5%	3.8% of Monthly Fees for affected Service Period
96.5-97.5%	5.5% of Monthly Fees for affected Service Period
95.5-96.5%	8.2% of Monthly Fees for affected Service Period
<95.5%	11.0% of Monthly Fees for affected Service Period

2.2 The percentage of monthly Fees credit is based off the billing month in which last applicable the Critical Error occurred. It is also based off the Fees only of the applicable Services only for that site. GE HealthCare will issue a credit on account and applied by Customer as desired to future monthly invoices applicable to the SaaS Offering.

2.3 This is GE HealthCare's sole obligation and liability and Customer's sole remedy for any Service Level Failure and/or failure to achieve an Availability Requirement.

2.4 If Service Credits have accrued but not been fully applied as at the date this Agreement terminates, then the Customer's entitlement to the Service Credits will also terminate.