



GE Healthcare

Date: 03-07-2019

Account: Ventura County Medical Center

UCM ID:1-24FL1B PS ID:

Quotation: Q-00733194 Version: 3 Opp #: OPP-2005804304

Opportunity Name: Ventura County Medical Center BI SSA Delete CA-747278 WF
191084503

County of Ventura for Benefit of Ventura County Medical Center
800 S Victoria Ave
Ventura, CA 93009-0001

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 and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, 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: Terms and Conditions attached to Quote #29327-020-39e-ms
(Existing Agreement)

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 for Benefit of Ventura County Medical Center

Signature: _____

Print Name: _____

Title: _____

Date: _____

Purchase Order Number, if applicable

GE Healthcare IITS USA Corp., a GE Healthcare business

Signature: _____

Print Name: _____

Title: _____

Date: _____

**To Accept This Quotation**

- ☐ Sign the Quotation and any included attachments (where requested);
- ☐ Indicate your form of payment on the Quotation;
- ☐ If you include a purchase order, make sure it references the correct:
- ✓ Quotation and version number;
 - ✓ 'Remit To' information as indicated in the Payment Instructions;
 - ✓ 'Ship To' and 'Bill To' site name and address; and
 - ✓ Total price as indicated in the Investment Summary

- ☐ Return all of the above to:

Lori James
Email: lori.james@ge.com
Phone: 802-859-6355
Fax: 828-738-2290

OR

Jelka McBride
Email: helen.mcbride@med.ge.com
Phone: 262-951-9171
Fax:

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. 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.

Contacts**GE Healthcare Contacts:**

| | | | | |
|--|---------------|--------------|------------------|--------------------------|
| Associate - Digital Inside Specialty Sales | Lori James | 802-859-6355 | 828-738-2290/fax | lori.james@ge.com |
| Commercial Operations Analyst | Jelka McBride | 262-951-9171 | | helen.mcbride@med.ge.com |

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. Payments are due upon the events specified below.
5. Late fees, in accordance with the Existing Agreement, accrue on all amounts not paid within 45 days of invoice date.
6. **This quote expires 04/30/2019.**
7. Maintenance/Support is a recurring charge which will begin at the listed event.



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Support and Maintenance Schedule

| County of Ventura for Benefit of Ventura Medical Center #4460 | | | | | | |
|---|----------|--------------|------------------------------|--------|--------------|--|
| Contract | Line Num | Product | Product Descr | Qty | Monthly Rate | Action |
| CA-0000000747278 | 5 | SSA-K30351GW | Maint- UW Breast Imaging Pkg | 5.0000 | \$ 2,475.00 | Terminate 06/30/2019. Upon signature of this Agreement, Customer gives GE Healthcare the right to permanently disable this referenced software licenses so as not to require any future required maintenance releases or enhancement releases on such removed licenses. |
| | | | Monthly Rate | | \$ 2,475.00 | |
| | | | Annual Rate | | \$ 29,700.00 | |