



This Service Agreement dated and effective as of this the January 1<sup>st</sup> 2024, between AR Consulting, located at 22600 Lambert St., Lake Forest, CA 92630 and

Diagnostic Medical Group

This Contract will expire December 31<sup>st</sup> 2026.

**WHEREAS**, Client desires AR Consulting to perform technical support services, and AR Consulting desires to perform such technical support services, as more particularly herein ("Services"), which shall be performed in accordance with the terms hereof, and

**NOW, THEREFORE**, the parties hereto agree as follows:

### **ARTICLE 1 Basic Obligations of the Parties**

1.1. Services. Subject to the terms and conditions provided for herein,

- (a) Equipment and Location. AR Consulting, in consideration of the Contract Price (as defined in Section 2.1), agrees to perform the Services on the equipment described and located as follows in ("Equipment Schedule A"):
- (b) Regular Service Hours. The Services shall be provided during regular business hours (8:00A.M. to 5:00P.M), Monday through Friday, excluding holidays. The primary service shall include on-call remedial service, as required due to Equipment malfunction, and part replacement, as described in this agreement. DMG will allow AR Consulting to perform service after regular business hours and online remote service if needed. Phone response time will be one hour and onsite response time will be between 4 to 6 hours.
- (c) Preventive Maintenance Inspections. Preventive Maintenance Inspections shall be performed twice on a yearly basis, or as needed per system performance, as determined by AR Consulting. Each inspection shall be performed during the hours specified above, and shall include such items as lubrications, cleaning, functional tests, and adjustments. AR RAD Consulting will provide 2 PMs Annually.
- (d) Overtime and Holiday Service. AR Consulting shall provide, on an additional hourly basis and at the Client's expense, emergency maintenance service outside the regular service hours, at a

Phone: (949) 466-0625

22600 Lambert St. #1008, Lake Forest, CA 92630

[info@arrad.net](mailto:info@arrad.net)



rate of \$200.00 per hour for the regular overtime, and \$200.00 per hour for holiday overtime. AR CONSULTING observed holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Good Friday, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve and New Years Day. These observed holidays are subject to addition or subtraction at the discretion of AR Consulting.

(e) Access. For all on-site services, AR Consulting representatives shall have full access to the Equipment in order to effect the necessary adjustments and repairs. Client shall provide adequate storage space for spare parts, test equipment and adequate work space, heat light, ventilation, "clean" electric current and outlets for use by AR Consulting representatives. All test and maintenance equipment, tools, maintenance documentation, and spare parts, until incorporated in the Equipment, shall remain the property of AR Consulting and may be removed by AR CONSULTING at any time.

1.2. Parts. New or exchange parts and components may be used to repair the Equipment. All parts shall meet or exceed the standards required for optimum performance of the system. X-Ray Tubes, Computer hardware are included by this Service Agreement, and will be provided used or new at AR CONSULTING's discretion. Re-Downloading Software is Included in the contract. All parts shall be subject to AR Consulting's Standard Terms and Conditions.

1.3. Employees. All personnel assigned by AR Consulting to perform Services will be employees of AR Consulting, or qualified subcontractors thereof, and AR Consulting will pay all salaries, expenses, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees. AR Consulting will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of Client, nor make any commitments, nor incur any liabilities on behalf of Client without written consent.

1.4. Use of Subcontractors. AR Consulting may, at its sole discretion, engage qualified subcontractors to perform the Services hereunder, provided AR Consulting shall fully compensate said subcontractors and, in all instances, remain responsible for the proper completion of the Services

## ***ARTICLE 2 Terms of Payment***

2.1. Contract Price. In consideration for performance of Services for one site, Client shall remit the sum of Twenty Six Thousand Dollars and Zero Cents (\$26,000.00) per year for Three Years to AR Consulting. (Site would pay \$2166.66 per month to AR Consulting)

2.2. Payment of Contract Price. The monthly Contract Price shall be due and payable on the first day of the month. All remittances shall be made in person or by mail to the following address: AR Consulting, 22600  
Phone: (949) 466-0625 [info@arrad.net](mailto:info@arrad.net)

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Lambert St, Lake Forest CA 92630. If the Client fails to pay pursuant to the terms of this Agreement, and AR Consulting elects to take legal action to collect this account, the Client shall pay all costs incurred by AR Consulting including, but not limited to, attorney's fees, court costs, expert witness fees, sheriff's fees, special process server fees and bond costs.

**2.3. Replacement of Equipment.** In the event the Client chooses to purchase replacement Equipment from AR Consulting during the term of this Agreement, the parties hereby agree to renegotiate this Agreement to reflect any differences in the cost of the Services between the current Equipment and any replacement.

### ***ARTICLE 3 Terms and Termination***

**3.1. Term.** This Agreement shall be effective on 2/19/2024 and shall continue in force until 12/31/2026.

**3.2. Termination for Cause.** AR Consulting shall have the right to terminate this Agreement immediately upon the occurrence of a breach of its terms by Client, including, but not limited to, failure to timely pay any payment required hereunder. Client has the right to cancel the contract with 60 Days written notice without any reason.

**3.3. Survival of Certain Articles.** AR Consulting agrees that, notwithstanding the termination of this Agreement pursuant to Section 3 hereof, Articles 5,6, and 7 shall survive any such termination and remain in full force and effect.

### ***ARTICLE 4 Performance of Services***

**4.1. Conduct of Personnel.** Without limiting the responsibility of AR Consulting for the proper conduct of its personnel in the performance of Services, the conduct of the personnel performing Services is to be guided and managed by rules and regulations set forth by AR Consulting and any additional special written instructions as may be agreed to by Client and AR Consulting. AR Consulting is responsible for the direct management and supervision of its personnel through its designated representative, and such representative



will, in turn, be available at all reasonable times to report and confer with the designated agents or representatives of Client with respect to Services being rendered.

4.2. Qualifications. AR Consulting agrees that Service to be provided will be performed by qualified employees.

## ***ARTICLE 5 \_Confidential Information/Security***

5.1. Restriction. AR Consulting agrees not to use or disclose to anyone other than its employees and the employees of Client, during the term of this Agreement and thereafter, any Confidential Information (as hereinafter defined). For purposes of this Agreement, "Confidential Information" shall be defined as any materials designated by the Client, as Confidential in writing to AR Consulting.

5.2. Delivery. Upon termination pursuant to Article 3, AR Consulting shall deliver to Client all Confidential Information and other material in which Client has exclusive rights.

5.3. Security. AR Consulting will maintain strict security (i) with respect to any facilities granted access to AR Consulting by Client, and (ii) regarding any materials or information delivered to AR Consulting by Client or developed by AR Consulting in the performance of Services, and AR Consulting shall allow no person other than its employees and those of the Client access to such materials, information or facilities.

## ***ARTICLE 6 Exclusions***

6.1. Exclusions. AR Consulting's obligations under this Agreement shall not include the replacement of X-Ray Tubes (Unless indicated above in Section 1.2), supply items, cosmetics, and other accessories (including, but not limited to, film cassettes, phantoms, magnetic tapes, optical disks, table cushions, patient restraints and holders). This Agreement shall also **not cover** pre-existing parts replacement needs or damage caused by misuse or abuse, in the sole determination of AR Consulting, fire, water, building collapse, power failure or fluctuations, vandalism, rot air conditioning failure, "acts of God" ( i.e. tornado, hurricane, earthquake, etc.), or any other cause beyond the reasonable control of AR Consulting. Additionally, operation contrary to the advice of AR Consulting or its designated representatives may result in exclusion from coverage under this Agreement.

6.2. Improper Use by Client. AR Consulting shall not be responsible to Client for loss of use of the Equipment or any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Equipment by other than authorized representatives of AR Consulting. If, in the opinion of AR

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Consulting, any such alterations, additions, or repairs adversely affect AR Consulting's ability to render the Services, AR Consulting reserves the right to terminate this Agreement upon thirty (30) day's prior written notice to Client.

6.3. Delays. AR Consulting obligation to perform Services hereunder shall be excused without liability when prevented by strike, act of God, governmental action, accident or any other condition beyond its reasonable control. AR Consulting agrees to resume performance of Services as soon as practicable following cessation of such condition.

## ***ARTICLE 7 Disclaimer of Warranty; Limitations of Liability***

7.1. Warranty Disclaimer. UNLESS SPECIFICALLY STATED IN AR CONSULTING'S STANDARD TERMS AND CONDITIONS, AR CONSULTING'S MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.2. Limitation of Liability. AR CONSULTING'S SHALL HAVE NO LIABILITY WITH RESPECT TO AR CONSULTING'S'S OBLIGATIONS UNDER THIS AGREEMENT OR THE SCHEDULES HERETO, OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF AR CONSULTING'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## ***ARTICLE 8 General***

8.1. Assignment. This Agreement may not be assigned either party without the prior written consent of the other party.

8.2. Governing Law. This Agreement will be governed in all respects by the law of the State of California.

8.3. Amendment. This Agreement may be amended only by an instrument in writing executed by the parties or their permitted assignees.

8.4. Section Headings. Section and Article headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.



8.5. Notices. All notices pursuant to this Agreement shall be in writing, except as provided herein. Notices in writing shall be sufficient if hand delivered or mailed by first class mail, postage prepaid, or sent by telecommunications to the attention of the person listed below and to the party intended as the recipient thereof at the address of such party set forth below and to the party intended as the recipient thereof at the address of such party set forth below, or at such other address or to the attention of such other person as such party shall have designated for such purpose in a written notice complying as to delivery with the terms of this Section.

8.6. No Waiver of Performance. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

8.7. Entire Agreement; Conflicting Provisions. This Agreement together with the Schedules hereto constitutes the entire Agreement between Client and AR Consulting with the respect to the subject matter hereof and no representation or statement not contained in the main body of this Agreement or such Schedules shall be binding upon AR Consulting or Client as a warranty or otherwise. In Schedules hereto, the terms of the main body of this Agreement shall govern.

8.8. Addendum Items. AR Consulting will provide PMs every 6 months. Phone response will be within one hour and onsite response will be between 4 to 6 hours. AR RAD Consulting will do an inspection prior to taking on the contract.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

AR CONSULTING

By \_\_\_\_\_

"CLIENT"

By Cindy Chen

Printed Name: CINDY CHEN

Title: general manager

Phone: (949) 466-0625

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"Equipment Schedule A"

Hologic Selenia Units

Serial #

(Name of Site)	(Address)	(Model #)	(Serial #)
DMG – San Gabriel	1129 S San Gabriel Blvd, San Gabriel, CA 91776	Hologic Dimensions	SDM131800784

AR Consulting \_\_\_\_\_ Date \_\_\_\_\_

Client DMG  
Cindy Chan Date 2/5/24