

Full Service Coverage Agreement

This agreement is effective on 01/01/2025 and is

Between: **Advanced Imaging Services, Inc.**, a corporation organized and existing under the laws of California with its head office located at 17410 Murphy Parkway Lathrop, California 95330.

And: **Diagnostic Medical Group of Southern California**, known hereout as "Client" a corporation organized and existing under the laws of California with its head office located at 1129 S. San Gabriel Blvd. San Gabriel, CA 91776.

Advanced Imaging Services is in the business of service, supply and operation of products and services relating to Magnetic Resonance Imaging, Positron emission tomography and Computed Tomography Scanners.

This agreement contains Advanced Imaging Services terms of engagement, and pertains to the levels of service, response time and coverage Advanced Imaging Services agrees to provide.

In consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound to this agreement.

Terms of Agreement

Subject to the provisions set forth below, this agreement will commence on 01/01/2025 and remain in full force and effect for a period of **36 months** thereafter, with an option of terminating this contract as set forth under subheading "Termination" of this agreement.

Client will pay Advanced Imaging Services an aggregate annual service fee in the amount of **\$78,000**, payable in monthly installments in the amount of **\$6,500**.

Client will return an executed agreement to Advanced Imaging Services, along with a deposit for the first service fee payment in the amount of **\$6,500** via wire transfer of immediately available funds to a bank account directed by Advanced Imaging Services or via company check. If Client fails to execute this agreement, the terms and conditions set forth in this agreement will be null and void.

All prices exclude state and local use, sales, or similar taxes. Such taxes, if applicable, will appear as separate items on the invoice unless Client provides a tax exemption certificate that is acceptable to taxing authorities.

Services

Monterey Park, California

Advanced Imaging Services shall provide certain services pertaining to **Philips Intera 1.5T**, herein known as the "equipment", provided the equipment remains in ~~San Gabriel, California~~. Advanced Imaging Services will inspect the equipment and this agreement will be effective only after Advanced Imaging Services has determined that the equipment is safe, the operating conditions are in compliance with original equipment manufacturer specifications and there is a schedule of serial and model numbers of all equipment components. If service or initial repair is required, the cost will be separately invoiced to Client at Advanced Imaging Services' then current list prices/rates for time and materials.

Response Time

Coverage period will be Monday through Friday (excluding holidays) from 8:00 a.m. - 5:00 p.m. This agreement provides weekend coverage of emergency service events, any service event which is deemed less than an emergency will be billed according to Advanced Imaging Services overtime charges, as stated below. Advanced Imaging Services will respond to service requests with telephone coverage within 30 minutes and arrive onsite within 4 hours.

For services rendered outside of the coverage period, Advanced Imaging Services remains on call and will provide service coverage, where depending on circumstances, overtime charges may be applied as follows, travel charges: \$350 per hour and labor charges: \$450 per hour.

Replacement Parts

Advanced Imaging Services will provide replacement parts required to repair or maintain equipment, which may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the equipment. All parts are provided on an exchange basis. Thus, all replacement parts will become the property of the Client, and all damaged parts that have been replaced become the property of Advanced Imaging Services.

Non-special order parts will be shipped via priority overnight subject to shipment cut-off times applicable to that distribution center. Expedited parts delivery is available upon request for an additional fee. Special order parts are products with very low demand and not regularly stocked by Advanced Imaging Services and will be provided with best-effort delivery.

Site Storage

System uptime is of the utmost importance. Therefore, Advanced Imaging Services utilizes all available options which aid in decreasing the amount of time required to service the scanner. If permitted by the Client, Advanced Imaging Services would make use of available space on-site, to store essential parts which may be needed for a service event.

Services

This agreement includes coverage for the following items. All other options, including but not limited to lasers, injectors, sources, power conditioners (PCDUs, VRDUs, UPSs, etc.) and other non-OEM options, are not covered by this agreement. For additional options not listed, please contact your Service Manager.

- **Coverage** - The following items are included in this agreement.
 - Scheduled maintenance service, as specified by Advanced Imaging Services. Client will provide Advanced Imaging Services personnel with full access at the agreed upon time.
 - All parts and repairs required to maintain the MRI Equipment, including coils, cold head, cold head's lines, compressors.
 - Four - Preventive Maintenances (PM) each year, pursuant to OEM specifications.
 - Routine system calibrations, as specified by Advanced Imaging Services. Client will perform normal operator adjustments specified in the equipment's Operation Manual.
 - Quality evaluations, Advanced Imaging Services will routinely perform quality assurance evaluations in order to assure optimum performance.
 - Remote monitoring, diagnostic and technical support.
 - Travel and living expenses incurred by Advanced Imaging Services engineers during covered hours.
 - Uptime guarantee of 97%.
- **Parts** - Replacement parts required to repair or maintain equipment.
 - Advanced Imaging Services will provide replacement parts required to repair or maintain equipment, which may be provided on a new or exchange (refurbished) basis.
- **Items Excluded** - The following items are excluded from this agreement unless otherwise stated.
 - Adding or removing accessories, attachments, or other devices, and services necessary to repair accessories.
 - Services connected with equipment movement or relocation.
 - Problems caused by external sources, including the incoming power supply or Chiller.
 - Increase in service time resulting from operator neglect or failure to follow operation instructions. Problems caused by modifications, maintenance or repairs of the equipment or software not performed by Advanced Imaging Services.
 - Chiller
 - Repair or damage from accident or any cause other than ordinary use.
 - Rigging and handling, removal, modification or reconstruction of a wall, partition, ceiling or any other portion of the facility arising from repair, replacement or substitution of equipment or parts of it.

Client understands that any services provided by Advanced Imaging Services at Client's request that are not covered by this agreement will be furnished at Advanced Imaging Services' then current list prices/rates for time and materials, plus expense reimbursement for reasonable travel and living expenses.

Helium

Client is responsible for purchasing the helium required to maintain the Equipment in working order, except where loss of helium is directly the result of Advanced Imaging's negligence or failure to fulfill its contractual obligations under this Agreement; in this event, Advanced Imaging shall be responsible only for the cost of helium that was lost directly as a result of Advanced Imaging's acts or omissions. The Parties agree that Advanced Imaging shall not be responsible for helium lost due to failure of the chiller.

Client's Obligations

In order for Advanced Imaging Services to perform its obligations under this agreement, Client must agree to and fulfill all of the following obligations:

- Provide and maintain a suitable, safe and hazard-free location and environment for the Advanced Imaging Services in material compliance with any written requirements provided by Advanced Imaging Services.
- Client has the Equipment used by qualified personnel in accordance with applicable user documentation.
- Provide Advanced Imaging Services with prompt and unencumbered access to the equipment, network cabling and communication equipment as necessary to perform services. This access may include providing and maintaining connectivity to the equipment (modem line, internet connection, VPN, persistent access, broadband internet connection, or other secure remote access reasonably requested by Advanced Imaging Services to permit Advanced Imaging Services to perform support services and meet service levels, including remote diagnostic, monitoring and repair services.
- Provide a secure area reasonably near the equipment for Advanced Imaging Services' proprietary service materials and/or spare service parts. Client will not have any right, title or interest in or to these materials or any license or other right to access, use, or decompile these materials. Client agrees to use reasonable efforts to protect Advanced Imaging Services property against damage, loss or unauthorized access or use.
- Promptly place service calls in accordance with any reasonable Advanced Imaging Services protocols provided to Client and designate a Client representative and alternate as Advanced Imaging Services' support contacts with the necessary skills to assist Advanced Imaging Services in the diagnosis of service problems.
- Establish and maintain security, virus protection, backup and disaster recovery plans for any data, images, software or equipment (Advanced Imaging Services's services do not include recovery of lost data or images). This responsibility includes maintaining secure network and network security components, firewalls and security related hardware or software, preventing unauthorized access to the equipment and preventing interception of communications between Advanced Imaging Services's service center and the equipment.
- Responsible for ensuring satisfactory power quality and grounding for all equipment.
- Permit Advanced Imaging Services to connect to the equipment, or to otherwise access data related to the equipment and the support hereof, to allow Advanced Imaging Services to gather, aggregate, compile, and use equipment and resource usage data in various ways, including quality initiatives, benchmarking, and reporting services. The data collected by Advanced Imaging Services will only be used in a manner that will maintain patient and Client confidentiality.
- Ensure that the equipment has been used solely for its proper purpose and in accordance with the operating instructions specified by the original equipment manufacturer, including, but not limited to meet or exceed the proper power requirements in accordance with the specifications of the original equipment manufacturer and all HVAC requirements.
- Is responsible to repair, replace or remove any disposables, consumables, supplies, accessories or collateral equipment.
- Client will be responsible for any services necessitated by:
 - Client's or its representative's designs, specifications, or instructions.
 - Anything external to the Equipment, including any causes or events beyond Advanced Imaging Services reasonable control or product misuse.

- Combining any component of the equipment with any incompatible equipment or software or relocation, additions, or changes to the products, unless Advanced Imaging Services has consented in writing to such relocations, additions or changes.
- Comply with all applicable Federal, state and local laws and regulations, including those relating to FDA matters, Federal Healthcare Program anti-kickback compliance and export/import control agencies.

Confidentiality

Advanced Imaging Services and Client will treat patient information as confidential and comply with applicable privacy laws. Each party will treat the other party's written, proprietary business information as confidential if marked as confidential or proprietary and not otherwise publicly or already known or available from a lawful source. Client will treat Advanced Imaging Services' software and technical information as confidential information whether or not marked as confidential and will not use or disclose to any third parties any such confidential information except as specifically permitted in this agreement.

Warranties and Hold Harmless

Advanced Imaging Services warrants that its services will be performed by trained individuals in a professional, professional manner. Advanced Imaging Services will promptly re-perform any non-conforming services as long as Client provides reasonably prompt written notice to Advanced Imaging Services. Except as set forth herein, Advanced Imaging Services provides no warranty of operability and will have no liability for any failure of the equipment, quiet enjoyment, system integration and data accuracy. In no event will Advanced Imaging Services or its agents be liable for any consequential or incidental damages, including loss of use, projected profits, or other financial losses deriving from the sale or use of the above mentioned equipment, nor will Advanced Imaging Services or its agents be liable for any damages for bodily injury.

Advanced Imaging Services (and its representatives') liability under this agreement and Client's sole and exclusive remedy, regardless of the form of action, will not exceed and will be limited to the agreement price for the service which is the basis for the claim. Advanced Imaging Services will not have any liability to Client for any punitive, incidental or consequential damages, such as excess costs incurred, data loss or lost profits or revenue.

Client agrees to indemnify, defend, and hold harmless Advanced Imaging Services against any and all claims, judgments, costs including attorney fees, expenses, or other losses to any person, group or entity, arising out of a breach of Client's obligations under this agreement.

Solicitation of Employees

During the duration of this agreement, and for 90 days after its expiration, neither Client nor any of its related affiliates will directly or indirectly solicit for hire any employee of Advanced Imaging Services who is engaged in the performance of this agreement. In the event of a breach of this provision, Client agrees to pay Advanced Imaging Services as liquidated damages, an amount equal to 12 months' pay for each solicited employee at the rate Advanced Imaging Services paid the person during his or her last full month of employment with Advanced Imaging Services.

Assignment and Subcontractors

Neither party may assign any of its rights or obligations under this agreement without the prior written consent of the other party, whose consent will not be unreasonably withheld. Notwithstanding the foregoing, Advanced Imaging Services may hire subcontractors to perform work under this agreement, provided that Advanced Imaging Services will at all times remain responsible for the performance of its obligations and duties under this agreement.

Independent Contractors

It is expressly agreed and understood between the parties hereto that the Advanced Imaging Services is an independent contractor in the performance of the services hereunder, and is not to be treated or otherwise considered as an employee of Client. As a consequence of the Advanced Imaging Services' independent contractor status, Client shall not be responsible for any federal, state or local employment taxes for any purposes. It is further agreed and understood between the parties hereto that Client shall not withhold or pay over on behalf of the Advanced Imaging Services any amounts relating to federal, state and local taxes, unemployment compensation, workers' compensation or any other employer liability or responsibility.

Software

Advanced Imaging Services will provide or facilitate system upgrades as needed. Client acknowledges and agrees that Advanced Imaging Services has no rights, titles, and interest in software relating to the equipment, and that Advanced Imaging Services has no right to grant any licenses thereunder. Client further acknowledges and agrees that all rights, title and interest in such software remain with the original equipment manufacturer.

Advanced Imaging Services makes no representations and warranties to Client that the software was properly installed in the equipment and that it will perform substantially as described by the original equipment manufacturer specifications for the equipment.

By executing this agreement, Client hereby designates Advanced Imaging Services as Client's attorney in fact, with full power and authority to act on Client's behalf with the original equipment manufacturer in connection with obtaining the necessary software from the original equipment manufacturer to operate, repair or maintain the Equipment.

Termination

Client may terminate this agreement by means of a 60 days written notice for any reason or no reason

Force Majeure

Advanced Imaging Services will not be liable for delays in performance due to any cause beyond Advanced Imaging Services' reasonable control. These causes include without limitation any delay of sources to supply materials and equipment, government priorities, labor or transportation problems, problems with the site and or equipment being contaminated with blood or other potentially infectious material.

Entire Agreement

This agreement represents the entire agreement between the parties, is a final expression of that agreement, is non-cancelable, and supersedes any previous oral or written agreements between the parties. Any changes must be in writing signed by both parties. This agreement will not be binding until signed by both parties, and can be withdrawn by either party at any time, without notice, prior to signature by either party.

Miscellaneous Provisions

Paragraph headings used in this Agreement are of no legal effect. If any provision contained in this agreement is determined to be invalid, illegal or otherwise unenforceable, the remaining provisions will be fully enforceable. Any forbearance by either party from enforcing any term of this agreement will not constitute a waiver of any right under this agreement, unless stated in writing.

Acceptance of Agreement

An authorized representative of Client has carefully read and agrees to the terms and conditions of this agreement, The undersigned is duly authorized to execute this agreement on behalf of Client.

Diagnostic Medical Group of Southern California

Thomas Lam / CEO

Print Name and Title

12/27/2024

Date of Acceptance



Signature of Acceptance

Advanced Imaging Services, Inc.

Print Name and Title

Date of Acceptance

Signature of Acceptance