



CANON MEDICAL SYSTEMS USA, INC.

Made For life

SERVICE AGREEMENT

DATE: 7/31/2024 SVC QT#: 620157-1
SID #: 266429 SYSTEM: AQ64/VC1/C/SEP.000-CT
CUSTOMER LOCATION: (COMPLETE LEGAL NAME) BILLING ADDRESS:

DIAGNOSTIC MEDICAL GROUP
18575 E GALE AVE
CITY OF INDUSTRY, CA 91748

DIAGNOSTIC MEDICAL GROUP
1129 S SAN GABRIEL BLVD
SAN GABRIEL, CA 91776

Type: INTOUCH FULL SERVICE

Length Of Contract: 48 Months Start Date: 10/01/2024 End Date: 09/30/2028

Payments are made 30 days in advance as follows (Please choose one):

___ Monthly \$6,000.00 ___ Annually \$72,000.00

Total Service Agreement Price: \$288,000.00

Canon Medical Systems will provide the following services for the equipment listed in Attachment "A", for the duration of this Agreement. All services will be provided in accordance with the attached Terms and Conditions of Service. Any changes to system configuration or services coverage noted in this agreement will require a revised quotation.

Coverage Hours: MONDAY THROUGH FRIDAY, 8:00 AM - 5:00 PM, EXCLUDING FEDERAL HOLIDAYS

Preventive Maintenance: MONDAY THROUGH FRIDAY, 8:00 AM - 5:00 PM, EXCLUDING FEDERAL HOLIDAYS

Response Time: STANDARD 30 MINUTE PHONE RESPONSE
STANDARD 4 HOUR ON-SITE RESPONSE

Uptime Guarantee: 95%

Labor and Travel Charges: PREFERRED RATES FOR LABOR AND TRAVEL OUTSIDE OF COVERAGE HOURS.

Parts Replacement: PARTS WILL BE REPLACED WHEN DEEMED NECESSARY BY CANON MEDICAL SYSTEMS, EXCLUDING DISPOSABLES, ACCESSORIES, OPTIONS OR UPGRADES NOT LISTED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Additional Services: CYBERSECURITY STANDARD PROTECTION

Glassware: GLASSWARE COVERAGE IS BASED ON ESTIMATED ANNUAL ROTATION COUNT LISTED BELOW. USAGE FEE APPLIES TO ALL ROTATIONS OVER ESTIMATE.

ROTATION COUNT: UP TO 70,000 USAGE FEE: \$1.50 (TUBE: CXB-750D)

This Service Agreement quotation is valid so long as it is signed by authorized representatives of Canon Medical Systems USA, Inc. and Customer prior to the Start Date noted above. If no Start Date is identified, then this Service Agreement quotation must be signed by authorized representatives of Canon Medical Systems USA, Inc. and Customer within sixty (60) days of the date of this quotation.

Please return signed quotation to: Canon Medical Systems USA, Inc., 2441 Michelle Drive, Tustin, CA 92780.
Additional terms and conditions appear at the end of this quotation.

CUSTOMER ACCEPTANCE:

CINDY CHEN
PRINT NAME/TITLE

Cindy Chen
PURCHASER'S SIGNATURE

CANON MEDICAL SYSTEMS ACCEPTANCE:

PRINT NAME/TITLE

9/10/24
DATE

SERVICE MANAGER

DATE



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Attachment A, Equipment List

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-Canon Medical Systems options, are not covered by this agreement. For additional options not listed, please contact your local Service Manager.

SYSTEM

AQ64/VC1/C/SEP.000 (AQUILION MS 64 CT SCANNER)

GLASSWARE

CTTUBE.B.70K.010 (ROTATION COUNT: UP TO 70,000 USAGE FEE: \$1.50 (TUBE: CXB-750D)) QTY 1

INCLUDED OPTIONS

CHEG-GATING.010 (ECG GATED SCANNING ACQUISITION) QTY 1

EXCLUDED OPTIONS

VE-VIT-TUSBASIC (VITREAEXTEND, BASE PKG ONE CONCURRENT USER)
VEP-CARDI/UXA (VITREAEXTEND CARDIOVASCULAR COLLABORATION PACKAGE)
VLO-VSCORE/LU (VITREA CT VSCORE)
PCDU-TW/U (POWER CONDITIONER/DISTRIBUTOR 125 KVA UNIVERSAL)

PURCHASABLE OPTIONS

Please initial next to the coverage option you would like to purchase:

<input type="checkbox"/> CTTUBE.B.100K.010	ROTATION COUNT: UP TO 100,000 (TUBE: CXB-750D) QTY 1	USAGE FEE: \$1.25	Add \$4,818.81 to Annual Price
<input type="checkbox"/> CTTUBE.B.165K.010	ROTATION COUNT: UP TO 165,000 (TUBE: CXB-750D) QTY 1	USAGE FEE: \$1.00	Add \$8,165.78 to Annual Price

ZVP RENEWAL INCENTIVE

FY24: CUSTOMER WILL RECEIVE THE ANNUAL PRICE LISTED ON PAGE 1 OF THIS AGREEMENT, PROVIDED THIS AGREEMENT IS SIGNED AND RETURNED TO CANON WITHIN 30 DAYS OF THE START DATE LISTED ON PAGE 1.

ADDITIONAL COMMENTS

Upon acceptance, please forward the signed Agreement to:

CANON MEDICAL SYSTEMS USA, INC.

SERVICE CONTRACTS ADMINISTRATION

Attn: Audrey Weidemann

2441 Michelle Drive

Tustin, CA 92780

E-mail: ServiceWestPacific@us.medical.canon

Voice: 714-669-2423 Fax: 714-242-7483

A countersigned copy will be returned to you for your reference.

**IN-TOUCH SERVICES AGREEMENT
TERMS AND CONDITIONS**

1. COVERAGE. The following items are included in this Agreement.

- a. **Planned Maintenance Service**, as specified by Canon. Customer will provide Canon service personnel with full access at the agreed upon time. Otherwise, any makeup service will be separately billed by Canon to Customer at Canon's applicable hourly rate then in effect, including round trip travel.
- b. **Routine System Calibration Tests**, as specified by Canon. Customer will perform normal operator adjustments specified in the Equipment Operation Manual.
- c. **Remedial Maintenance Labor** required to maintain the system at manufacturer's specifications during Covered Hours specified on the face of this document. Labor requested outside of the Covered Hours will be billed at Canon's applicable hourly rate then in effect.
- d. **Quality Assurance Evaluations**, as specified by Canon. Canon will routinely perform quality assurance evaluations in order to assure optimum performance. Customer will provide Canon service personnel full access for such purposes at times mutually agreed to in advance. If applicable, Customer will run simplified Quality Assurance tests utilizing the Canon Gateway Program remote diagnostics.
- e. **Replacement of Parts**, at Canon's cost, which fail during the term of this Agreement with the exception of the parts specified on the face of this document. Parts that are cosmetic in nature or expendable will be replaced at Customer's cost, including items such as patient pads, head cushions, and acrylic parts. Replaced parts will become the property of Canon. Parts replaced may be refurbished.
- f. **Customer may elect to upgrade / downgrade Variable Glass Tier level once a year**, effective on the next contract anniversary date. This contract modification 1) will be effective on a go forward basis only, 2) may not be applied to the contract retroactively, 3) will reflect Canon's current pricing, and 4) must be via a written request from the Customer, presented at least 30 days prior to the contract anniversary date.
- g. **Travel and Living Expenses Incurred by Canon's Customer Engineers during Covered Hours.**
- h. **Uptime Guarantee** as specified on the face of this document. Uptime guarantees are measured based on covered hours, excluding Federal recognized holidays. Uptime will be calculated using the following formula: Uptime = (Base Time - Downtime) / Base Time

Definitions. **Base Time:** Total covered hours. **Downtime:** Time when the specified imaging equipment is unavailable for scanning or diagnosing images due to Equipment malfunction, and is immediately available for service repairs. Downtime will be calculated during the Covered Hours and commence when the Customer's call is logged into the InTouch™ Center. Downtime concludes once repairs are completed and the imaging system is available for clinical use. Downtime does not include time spent for preventive maintenance, routine part replacements or repair of any malfunction caused by operator error, accidents or other elements outside the control of Canon, such as accidents, fires, floods, and Acts of God. The Uptime Guarantee will be voided if Canon is not given access to the Equipment for preventive maintenance or other types of service required during the term of this Agreement.

Uptime statistics will be measured over a 12-month period. If the Equipment fails to achieve the specified uptime percentage, the following year's services contract will be reduced by the uptime discount specified under the specific Services Agreement plan, up to a maximum of 15%.

Software Updates / Upgrades. Canon will furnish to Customer, free of charge for the life of the Equipment, all Canon software or hardware upgrades to the Equipment purchased by Customer, which are intended to correct a safety risk. Software updates offering enhancements to previously purchased software features are covered under this service agreement, if they do not require hardware modifications or additions. Software upgrades providing new features or capabilities not originally purchased, will be made available for purchase by Customer upon request when compatible with the originally purchased hardware. Canon retains the sole right to determine whether a software release is considered an update or an upgrade for which the Customer will be charged.

The above items will be performed only during the Covered Hours stated on the face of this document. Service required outside these hours will be billed at Canon's differential rates in effect at the time such items are provided to Customer.

2. ITEMS EXCLUDED. The following items are excluded from this Agreement unless otherwise indicated on the face of this document.

- a. Customer operation instructions.
- b. Adding or removing accessories, attachments, or other devices, and remedial services necessary to repair accessories.
- c. Services connected with Equipment movement or relocation.
- d. Problems caused by external sources, including the incoming power supply.
- e. Increase in service time resulting from operator neglect or failure to follow operation instructions.
- f. Repair or damage from accident or any cause other than ordinary use.
- g. 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.
- h. Chiller maintenance or repair, except when specifically included in Agreement.
- i. Expendable materials or accessories (for example, straps, foam cushions, and other similar items).
- j. Problems caused by modifications, maintenance or repairs of the equipment or software not performed by Canon.
- k. Storage facilities for spare parts, tools and supplies.

Performance of services, not included in this Agreement, will be charged in accordance with Canon's prices in effect at the time such services are provided to Customer.

3. CUSTOMER RESPONSIBILITIES. During the term of this Agreement, Customer agrees to maintain the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of the Equipment; ensure the Equipment is used at all times in accordance with the requirements of the Equipment Operation Manual by properly qualified and appropriately licensed personnel; and make normal operator adjustments to the Equipment as specified in the Equipment Operation Manual. In addition and where applicable, Customer agrees to allow and maintain a Canon Medical Systems USA, Inc. supported connection and allow access for Canon's use of the Canon Cybersecurity Program. Failure to provide a Canon Medical connection may result in a reduction in the uptime guarantee commitment and may incur a disposition charge for the Equipment. Where applicable, Customer agrees to allow customer data to be sent to a 3rd party for service and utilization analytics.

4. REMOTE DIAGNOSTICS/ CYBERSECURITY (CYBERSECURITY PROGRAM). During the term of this Agreement, Customer will support the Canon Cybersecurity Program connectivity, including InnerVision® Plus and will allow Canon to install and maintain Canon 360° Connect™ (collectively "Cybersecurity Program", i.e.: Cybersecurity Standard or Cybersecurity Premium), to facilitate the performance of remote diagnostics on the Equipment. The Cybersecurity Program also allows Canon to pull utilization data for the Equipment (number of scans, time of scan, etc.) to provide reporting to the customer. Canon retains rights and title to Cybersecurity Program. Customer will not remove, modify, or use or allow third parties to use the Cybersecurity Program without Canon's prior written consent. Customer will be responsible and will promptly pay for any loss or damage to the Cybersecurity Program unless caused by Canon's sole negligence. Canon will remove the Cybersecurity Program connectivity at the point it is no longer providing service on the Equipment or Customer is no longer a party to a Canon Medical subscription agreement. Canon agrees that customer data that is provided to a 3rd party will never contain Protected Health Information (PHI). Canon also agrees that customer data will never be shared with other customers.

5. GEOGRAPHICAL EQUIPMENT OR COVERAGE. Canon must be notified in writing at least ninety (90) days prior to relocation of Equipment to a site that is fifty (50) miles or greater from the unit's base site specified on the face of this document so that Canon may adequately address manpower needs to maintain the site.

6. ACCEPTANCE BY CANON. This Agreement will not be binding on Canon unless and until it is accepted by Canon as evidenced by the signature of an authorized representative of Canon on the face of this document. Canon's acceptance is expressly made conditional upon Customer's assent to the terms and conditions in this document. All different or additional terms and conditions which may be contained in Customer's bid document, purchase order or any other documents furnished by Customer are hereby objected to and deemed material unless accepted in writing by an authorized representative of Canon.

Canon will give Customer a fully executed copy of this Agreement upon acceptance by Canon. Canon's service of Equipment under this Agreement is available only if the effective date of this Agreement follows within 15 calendar days of (a) the expiration of an applicable warranty period covering such Equipment, or (b) the expiration of an applicable Canon Services Maintenance Agreement. If the effective date is outside such 15-day period, Canon must be given the right to inspect the Equipment and repair and restore the Equipment to proper working order in accordance with Canon's specifications before this Agreement may become effective. All service labor and parts furnished for such repair and restoration will be charged to Customer at Canon's prevailing rates.

7. TERMINATION. This Agreement will terminate upon the expiration date specified on the face of this document. Customer may not terminate this Agreement before its expiration unless (a) Customer sells, discards or otherwise completely discontinues using the Equipment, or (b) Customer exchanges the Equipment for another new Canon Equipment, or (c) Canon substantially fails to perform any of its material obligations specified in this Agreement. In the case of termination for the reasons stated in (a) or (b) above, the termination will be effective 90 days from the date of Customer's written notice to Canon of termination. If Customer elects to terminate for the reasons stated in (c) above, before such termination, customer must notify Canon in writing of the breach and of its intent to terminate this Agreement if such breach is not corrected within thirty (30) days from Canon's receipt of the notice of breach. If Customer elects to terminate this Agreement before its expiration for any reason other than the reasons set forth in (a) through (c) above, or if Canon terminates this Agreement due to Customer's default pursuant to Section 15, Customer must pay Canon, as liquidated damages, an amount equal to 25% of the total service amounts payable under this Agreement for the term remaining as of the date of termination.

8. ACCESS TO EQUIPMENT. Customer will afford unrestricted and safe access to the Equipment for Canon's representatives and will cooperate with Canon's representatives in their performance of the services under this Agreement. If Customer fails to provide such access and cooperation, Canon will be relieved of its obligations under this Agreement, including, without limitation, the Uptime Guarantee.

9. CONSUMABLE ITEMS. Customer will provide necessary consumable items and processing facilities required by Canon in performance of the services under this Agreement at no charge to Canon.

10. END OF MAINTENANCE SUPPORT ANNOUNCEMENT. In the event that Canon makes a future general commercial announcement that services contracts will no longer be offered for an item of Equipment or Equipment component covered by this Agreement, then upon no less than 12 months prior written notice to the Customer, Canon may, at their option, remove any such item(s) of Equipment or Equipment component(s) from service coverage under this Agreement, with an appropriate adjustment of charges hereunder, without otherwise affecting this Agreement.

11. COMPENSATION AND TAXES. For the services and materials provided under the Agreement, Customer will pay Canon the total amounts specified on the face of this document for each system covered. For fixed contracts, this sum will be paid in advance, based on the chosen installments specified on the face of this document. For variable contracts, Canon representatives will be given access to usage information and the Equipment for the purpose of measuring variable use. Each month Canon will invoice Customer and Customer will pay the higher of the minimal or actual usage for the preceding period based upon the data from the site. The amounts specified on the face of this document do not include sales, use or other similar taxes. Customer will pay any such taxes, unless a tax exemption certificate acceptable to the applicable taxing authorities is provided to Canon. All invoices paid after due date will be assessed a late payment charge of the lesser of 1 1/2% per month or the maximum rate permitted by law.

12. CPI ADJUSTMENT. The service fees payable under this Agreement may be increased up to three percent annually, at Canon's sole discretion. The increase is effective on the anniversary date of the Agreement starting with the first anniversary. The customer will be notified by Canon at least 60 days prior to any adjustment. The increase will then be automatically added to the first payment following the anniversary date.

13. ASSIGNMENT. Neither Customer nor Canon may assign this Agreement without the prior written consent of the other.

14. SOFTWARE. All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of Canon. Such software is being furnished to Customer under a non-exclusive license. Customer will not decompile, modify, copy, reproduce, or transcribe the software, nor allow third parties to use the same without Canon's prior written consent. Upon Canon's request, Customer will execute a software license contract, in a form designated by Canon.

15. DEFAULT. Upon default by Customer, any affiliate or parent of Customer, any partner of Customer, or any principal of Customer in payment or performance of any obligation under this Agreement or any other agreement with Canon, whether entered into before or after the date of this Agreement (including, without limitation, any agreement for sale of equipment to Customer) will, at the sole option of Canon, if default is not cured within ten (10) days after written notice of the default, constitute a default of this Agreement. In such event, Canon may at its option (a) suspend performance under this Agreement until all such defaults have been cured, (b) terminate this Agreement in which case Customer shall pay Canon all amounts that are due for the period prior to the termination date (or the suspension date if the Agreement was suspended prior to termination), as well as liquidated damages equal to 25% of the total service amounts payable under this Agreement for the term remaining as of the termination date (or suspension date if the Agreement was suspended prior to termination), and/or (c) exercise any other remedies allowed by law. If this Agreement is suspended, Customer will be required to pay the following as a condition to Canon resuming service: (i) all past due amounts for the period prior to the suspension, and (ii) the liquidated damages amount set forth in Section 7 above for the period of the suspension.

16. ATTORNEY'S FEES AND COSTS. In the event of any legal proceeding involving any party to this Agreement against the other relating to the subject matter of this Agreement, the prevailing party in such proceeding will be entitled to recover attorney's fees, expert fees, collection agency fees and court costs against the non-prevailing party.

17. CIRCUMSTANCES BEYOND CONTROL. Canon will not be liable for non-performance or delay in performance resulting directly or indirectly from any occurrences beyond Canon's control, including without limitation, strikes or other labor actions, Acts of God, war, accidents, fires, floods, other catastrophes, inclement weather, transportation, delays caused by Canon's suppliers, inability to obtain replacement parts, or laws, regulations, or acts of any governmental agency. The foregoing provision will apply even though such cause may occur after performance of the obligations of Canon under this Agreement has been delayed for other causes.

18. DISCLAIMER OF WARRANTIES. CANON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR WARRANTY OF FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE SERVICES AND PARTS FURNISHED UNDER THIS AGREEMENT.

19. LIMITATION OF LIABILITY AND OF REMEDY. CANON WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF CANON IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY CANON.

20. EXPORT RESTRICTIONS. This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of the U.S. Department of Commerce prior to export. Any export or re-export by Customer, directly or indirectly, in contravention of such Regulations is prohibited.

21. FACSIMILE SIGNATURES. This agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement. Facsimile signatures (signed copies transmitted via fax or electronic file) shall be of equal effect and validity as signatures on original copies, so long as the electronically transmitted copy includes the printed name, date, and title of the signatory of the Agreement.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior or concurrent agreements between the parties, whether oral or written, relating to its subject matter. The provisions of this Agreement may not be modified unless in writing and executed by both parties.

23. NON-SOLICITATION OF EMPLOYEES. Customer acknowledges that Canon Medical Systems USA, Inc. commits considerable time, money and effort to train its Service personnel to perform their jobs. As such, Customer agrees that during the term Canon Medical Systems USA, Inc. provides services to Customer and for one additional year, Customer will not influence any Service personnel to leave Canon Medical Systems USA, Inc., solicit or hire any Service personnel (other than through general advertisement not targeting Canon Medical Systems USA, Inc. Service personnel).