

Service Agreement

Bayer Full Service Essential Technology Refresh Program (3, 5 or 7 Year) Terms and Conditions (the “Program”)

BACKGROUND

Bayer HealthCare LLC is referred to herein as “Bayer” and agrees to provide services to Customer (referred to herein as you or Customer) under the terms set forth in this Agreement. For purposes of this Agreement, “Injection System(s)” shall mean the Bayer manufactured injection system designated on the applicable Quotation.

MODIFICATIONS

The prices and terms on this Agreement are not subject to verbal changes or other agreements unless approved in writing by the parties.

ACCEPTANCE

Bayer's services are sold only under the terms and conditions stated in this Agreement. This Agreement commences and becomes effective upon Bayer's receipt of a signed copy of this Agreement and Purchase Order Number (“Effective Date”). These terms and conditions shall control in all instances. Any additional terms and conditions in any purchase order or other document issued by either party affecting the service of products covered by this Agreement shall be of no force and effect.

TERM

This Agreement shall begin on the Effective Date and shall continue from the date of the installation (“Installation Date”) of the Injection System purchased by Customer under the Program through the Program length (3, 5 or 7 years) as designated in the associated quotation (the “Term”). For the sake of clarity, in the event multiple injections systems are purchased by Customer in connection with this Program, the Installation Date may differ for each Injection System purchased and, as a result, the subsequent expiration date of this Agreement with respect to each Injection System may also differ.

PAYMENT

Bayer will invoice annually per the payment plan during the Term beginning on the Injection System shipment date and on the anniversary of the Installation Date annually thereafter. All payments are due thirty (30) days from invoice on the total invoiced amount. Unless otherwise agreed to in writing by the parties, payment should be received into Bayer's bank by the due date of the invoice via Electronic Funds Transfer (EFT) transmission only. Please contact Bayer's collection team at Bayercollect@bayer.com for assistance with the EFT enrollment process.

PRICING

Prices are based on minimum order threshold, costs and conditions existing on the date of this Agreement and are valid until the expiration date listed on the quotation. The pricing for services provided pursuant to this Agreement may reflect or be subject to discounts, rebates, or other price reduction programs. Please be advised that Customer is obligated to: (a) fully and accurately disclose the amount of any such discounts, rebates or other price reductions in Customer's cost reports or claims for reimbursement to Medicare, Medicaid, or health care programs requiring such disclosure; and (b) provide such documentation to representatives of the Secretary of the Department of Health and Human Services and state agencies upon request. Unless noted otherwise, the value of any service listed as \$0.00 on this Agreement may constitute a discount that Customer should evaluate when filing such reports. Customer may request additional information from Bayer in order to meet Customer's reporting or disclosure obligations by writing to the address set forth in this Agreement.

SHIPPING

All shipping dates are tentative. Bayer will make reasonable efforts to meet shipping dates. Bayer will inform Customer of the current lead times for the products purchased hereunder and will coordinate with Customer to install such products and provide the related training as further described herein. Equipment typically requires at least twenty (20) business days lead time to enable scheduling of the install and any related training. Bayer will not be liable for its failure to meet any date specified in Customer's Purchase Order. Customer agrees that travel and labor charges may apply if install and training is requested sooner than the typical equipment lead time.

CUSTOMER PROGRAM REQUIREMENTS. In order to participate in the Program, Customer must agree and adhere to the following requirements:

- Customer understands and agrees the Program includes a Term that is required for all Injection Systems covered under this Program as further described herein, and
- If the associated Program quotation provides for the trade-in of Customer's existing injection system (“Trade-In System”), Customer must provide the complete Trade-In System to Bayer within thirty (30) days of the Injection System Installation Date. If Customer does not provide such complete Trade-In System to Bayer, Customer will be invoiced for the value of such Trade-In System listed on the applicable quotation.

PROGRAM INCLUSIONS. The Program includes the following:

- **Hardware.** Customer will receive one (1) or more of the following Injection System(s) as designated on the quotation:

MEDRAD® Centargo CT Injection System

Item	Catalog	Description
Injection System	CENT-SYS-BAT	MEDRAD Centargo Pedestal System with Batteries
Injection System	CENT-SYS-OCS	MEDRAD Centargo Overhead Counterpoise System (OCS)
Installation	INS CENT	MEDRAD Centargo Installation
Installation	INS CENT CS	MEDRAD Centargo with OCS Installation

MEDRAD® Stellant FLEX CT Injection System

Item	Catalog	Description
Injection System	FLEX PED	MEDRAD Stellant FLEX CT injection System with Pedestal Mount
Injection System	FLEX OCS	MEDRAD Stellant FLEX CT injection System with Overhead Counterpoise System Mount
Installation	INS FLEX PED	MEDRAD Stellant FLEX with Workstation Installation Charge (Excludes CS)
Installation	INS FLEX OCS	MEDRAD Stellant FLEX with OCS and Workstation Installation Charge

MEDRAD® MRXperion MR Injection System

Item	Catalog	Description*
Injection System	MRXP 200	MEDRAD MRXperion MR Injection System
Installation	INS MRXP	MEDRAD MRXperion Installation

*Excluded: Accessories (Penetration Panel Kit)

- **Installation.** The Program includes installation of the Injection System at a mutually agreeable time which is anticipated to occur within sixty (60) days of the Effective Date.
- **Clinical In-Service Training.** For each Injection System covered under the Program, Customer is eligible to receive one (1) clinical training at a time mutually agreeable to the parties. This training may be provided in-person or virtually, as selected by the Customer and deemed appropriate by Bayer.
- **Essential Hardware Maintenance & Support Services.** The Injection System(s) shall be covered under the Essential Hardware Maintenance & Support Services further described below for the applicable Term.
- **Lifetime Value Assurance Credit.** Eligibility limited to Programs with 5-Year or 7-Year Terms.
 - At the expiration of the applicable 5 or 7 year Term, if Bayer has a next generation injection system available, and if Customer is interested in purchasing such technology, Bayer will provide Customer a credit in the amount of \$500 per completed Program year which Customer may apply towards an upgrade to such next generation injection system to replace the Injection System covered under this Program. If Customer is not interested in purchasing the next generation injection system, or if such next generation injection system is not available, Customer may apply the credit toward an eligible multi-year service program covering either the applicable Injection System or the next generation injection system (if available).
 - Following the expiration of the applicable Term, Customer shall promptly provide written notice to Bayer of how Customer wishes to apply its earned credits. All credits must be applied within 180 days of the applicable Term expiration. Any earned credits not applied by Customer during such period will expire and no longer be valid.
 - Customer must trade in the Injection System purchased in connection with this Program in order to apply any earned credits towards Bayer's next generation injection system.
 - If Customer terminates the applicable 5 or 7 year Term early for any reason, Customer will be ineligible to receive any Lifetime Value Assurance credits.

ESSENTIAL HARDWARE MAINTENANCE AND SUPPORT SERVICES

CORRECTIVE MAINTENANCE SERVICE WARRANTY. While covered under the Program, there will be no charge for any action (parts, labor, or travel) deemed necessary by Bayer to service the Injection System and any associated Bayer compatible Overhead Counterpoise System that is not designated end-of-life, excluding those items listed in the section below entitled "Warranty Exceptions." Bayer will perform on-site corrective maintenance during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Bayer observed holidays. Customer shall pay an additional charge for all field labor and travel time for corrective maintenance performed outside of the hours stated above at Bayer's then current hourly rates. Customer acknowledges that response times may be extended in certain remote geographic areas including, without limitation, Alaska, Hawaii, North Dakota, South Dakota, Wyoming, Idaho, Montana, Amarillo, TX and El Paso, TX, Puerto Rico, and the Caribbean Islands. Bayer will use commercially reasonable efforts to deliver timely onsite support in such locations. In the event Customer is trading in a Bayer manufactured Trade-In System and such Trade-In System requires corrective maintenance within sixty (60) from the Effective Date and is not yet classified as end-of-life, Bayer will also provide corrective maintenance to such Trade-In System at no charge during normal working hours, excluding those items listed in the "Warranty Exceptions."

WARRANTY ON REPAIRS. All materials, labor and service provided under this Agreement are warranted to be free of defects in material or workmanship for the longer of the Term with respect to each Injection System purchased hereunder or ninety (90) days from the date such repair was provided.

PREDICTIVE MAINTENANCE (PM) SCHEDULE. Bayer shall perform annual Predictive Maintenance on the Injection System and any associated Bayer compatible Overhead Counterpoise System during the Term (one during each year of coverage excluding the first year) Monday – Friday (excluding Bayer observed holidays) during the hours of 6:00 AM to 9:00 PM for MEDRAD® Centargo CT Injection Systems and during the hours of 8:00 a.m. and 5:00 p.m. for all other Injection Systems. Unless otherwise agreed by the parties, Bayer will perform: (i) the first PM within sixty (60) days of the start of the second year of the Term, and (ii) each subsequent PM approximately one (1) year after the first PM. For Predictive Maintenance performed outside of the standard PM hours listed above at Customer's request, Customer will be charged Bayer's then current hourly rates for field labor and travel time.

CANCELLATION OF AGREEMENT AND SECURED EQUIPMENT

Bayer may terminate this Agreement by providing written notice to Customer if Customer has not made payment by the due date or if Customer does not give Bayer access to the equipment at the scheduled time for service. Either party may cancel this Agreement at any time by giving sixty (60) days prior written notice to the other party.

Notwithstanding the foregoing, if Customer terminates this Agreement prior to the expiration of the applicable Term in connection with the:

- (i) **3-Year Program**, then Customer will be invoiced for all remaining fees owed under this Agreement; or
- (ii) **5-Year or 7-Year Program**; then
 - (a) if such termination is for the purpose of upgrading the Injection System provided hereunder to Bayer's next generation injection system, Customer will be invoiced for any remaining fees due hereunder through Year 4 of the Term for the 5-Year Program or through Year 5 of the Term for the 7-Year Program. Customer may apply the Lifetime Value Assurance credits earned through the date of termination towards such upgrade to the next generation injection system; or
 - (b) if such termination is for any reason other than to upgrade to Bayer's next generation injection system, Customer will be ineligible to receive any lifetime value assurance credits and will be invoiced for: (1) Customer's current contract pricing for the Injection System minus any fees already paid under this Agreement, or (2) all remaining fees owed under this Agreement, whichever is less.

Furthermore, Customer grants Bayer a purchase money security interest in the Injection System(s) (the "Equipment") purchased hereunder and all attachments, accessories, replacements of and additions to the Equipment and any proceeds, accounts, monies or other rights arising out of the sale, lease or other disposition of the Equipment, including any proceeds from the destruction or loss of the Equipment, including any rights to insurance proceeds related to the Equipment, as security for its obligations hereunder and will execute any documents required, including UCC filing statements, to enable Bayer to perfect its purchase money security interest. Customer authorizes Bayer to sign and record Uniform Commercial Code ("UCC") financing statements and other documents that Bayer deems necessary to confirm Bayer's interest in the Equipment. As a precaution, in case this transaction is deemed to be an agreement intended for security, Customer grants to Bayer a first priority security interest in the Equipment (including any and all replacements, substitutions, additions, attachments and proceeds).

WARRANTY EXCLUSIONS

EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTIONS, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATIONS OF BAYER'S PRODUCT OR SERVICE. IN NO EVENT IS BAYER RESPONSIBLE FOR DAMAGES THAT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BAYER FOR THE PRODUCT OR SERVICE FURNISHED, OR TO BE FURNISHED, PURSUANT TO THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSIONS ON LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS.

WARRANTY EXCEPTIONS

This Agreement does not cover:

- a) Equipment that is determined by Bayer to be non-functional at the time of initial service or annual Predictive Maintenance and has become non-functional due solely to Customer's negligence. In such a case, Bayer reserves the right to charge an additional fee to cover labor, travel, and parts for any equipment which is non-functional at the time of the initial service or annual Predictive Maintenance.
- b) Products that have been modified, improperly installed, or improperly interfaced with other equipment. These conditions may jeopardize functionality, reliability, or operator and patient safety. Therefore, any claim caused by these conditions shall not be covered by this warranty and Bayer is relieved from any further obligation. Bayer must review and authorize all modifications and repairs. This service may be obtained by contacting the Bayer Service Department.

- c) Damage, malfunction, or incorrect injections resulting from using non-Bayer syringes or non-approved accessories (i.e., leakage, pressure, flow rates, or volumes not agreeing with injector settings, etc.). The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety. Therefore, any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer) shall not be covered by this warranty and Bayer is relieved from any further obligation.
- d) Malfunction or damage due to abuse, misuse or spilling of contrast, blood or other substances in or on the unit.
- e) Malfunction or damage due to operator error, including failing to follow specific provisions of the product operation manual.
- f) Failures caused by network outages or improper network configuration.
- g) Damage by fire, floods or other disasters commonly defined as "Acts of God".
- h) Any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System improper installation of such structure (by anyone other than Bayer) and any failure of such to meet Bayer's requirements in its terms and manual (such as the requirements for level and plumb and/or loading).

In all of these out of warranty instances, Bayer will provide service to Customer's product, at Customer's request. However, Customer must agree to pay Bayer for required labor, either in-house or on-site (including all travel time), and any material(s) required at Bayer's then current field labor and travel rates.

REMOTE CONNECTIVITY AND TECHNICAL SUPPORT SERVICE

Bayer will provide ongoing remote diagnostics and technical support on the products and/or software license features covered under this Agreement using Bayer's proprietary hardware and software. Customer understands and agrees that maintaining a consistent connection to Bayer's remote access server is required to receive the support services provided in connection with this Agreement, including remote software configuration, remote installation of cybersecurity patches, and remote diagnostics and technical support. In the event the system is disconnected from the remote access server, Customer will make reasonable efforts to re-establish connection within five (5) business days. Bayer will also provide standalone cybersecurity patches for products under this Agreement if Bayer's assessment of third-party vulnerabilities determines that there is an uncontrolled or unacceptable risk that requires a standalone patch. If the risk is considered controlled and acceptable based on existing security controls, patches for products under this Agreement if Bayer's assessment of third-party vulnerabilities determines that there is an uncontrolled or unacceptable risk that requires a standalone patch. If the risk is considered controlled and acceptable based on existing security controls, patches will be incorporated into the next scheduled software release. If the system is taken offline by Customer, Bayer will cease providing remote diagnostic services and associated technical support. In the event Customer is not connected to Bayer's remote access server and, as a result, requires onsite technical service, Customer will be invoiced at Bayer's current hourly travel and labor rates.

INDEMNITY

Bayer will indemnify, defend and hold Customer harmless from any claim by a third party against Customer for any liability, loss, expense, cost, claim or judgment, including attorney's fees for property damage or personal injury or death where the services provided hereunder are alleged to have caused or contributed to the damage, injury, or death, provided that this indemnification does not extend to injuries damages or death to the extent caused by the negligence, reckless disregard or intentional acts of Customer or any third party.

FORCE MAJEURE

Neither party will be responsible for delays or non-performance directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, quarantine, global or national health issues, shortage of or inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and other causes beyond a party's reasonable control.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and transferees. This Agreement may not be assigned, transferred or novated, in full or in part, by either party to any other party without the prior written consent of the other party hereto; provided, however, that Bayer may assign, transfer or novate, in full or in part, its rights and obligations hereunder without the prior written consent of the other party to (a) any affiliated entity, or (b) to a successor or transferee, whether by merger, consolidation, purchase or otherwise, of the business or assets of Bayer, or parts thereof, to which the subject matter of this agreement relates.

DEFAULT

Bayer shall not be required to perform its obligations under this Agreement if Customer has defaulted (e.g., failed to pay) under this Agreement.

HIPAA

Bayer represents that, unless otherwise noted, it is not a Business Associate as defined in the Health Insurance Portability and Accountability Act ("HIPAA"). The functions Bayer is required to perform hereunder do not require the use or disclosure of Protected Health Information ("PHI"). To the extent any disclosure of PHI does occur, it is incidental and covered under the incidental disclosure rule found in 45 CFR 164.502(a)(1). In addition, to the extent any such incidental disclosure does occur, Bayer agrees to keep all such information confidential.

RECORDS

If the value or cost of products or services rendered to Customer by Bayer or by an organization related to Bayer is Ten Thousand Dollars (\$10,000) or more over any twelve (12) month period during the Term, Bayer and Customer agree that until the expiration of four (4) years after the furnishing of such services, Bayer and Customer shall, upon written request, make available to the Secretary of the Department of Health and Human Services of the United States (the "Secretary"), the Secretary's duly authorized representative, the Comptroller General, or the Comptroller General's duly authorized representative, this Agreement and such books, documents and records as may be necessary to certify the nature and extent of the costs of such services. This provision shall also apply to any subcontractors Bayer hires to perform the services hereunder.

DEBARMENT

Bayer represents that neither Bayer nor any employee of Bayer: (a) is debarred by the FDA pursuant to its authority under Sections 306(a) and (b) of the U.S. Food, Drug, and Cosmetic Act (21 U.S.C. § 335(a)), or (b) to the best of its knowledge, is the subject of any investigation or proceeding which may result in debarment by the FDA. Neither Bayer nor any employee of Bayer is: (i) included in the List of Excluded Individuals/Entities (maintained by the U.S. Department of Health and Human Services Office of Inspector General) or the List of Parties Excluded from Federal Procurement and Nonprocurement maintained by the U.S. General Services Administration, or (ii) to the best of its knowledge, is the subject of any investigation or proceeding which may result in inclusion in any such list.