

Vermont Open MRI, LLC

HHAC Quotation for:

Vermont Open MRI, LLC

620 Hinesburg Rd
S Burlington, VT 05403

Hitachi Healthcare Americas, Corp (HHA) will inspect and maintain the purchaser's medical equipment (Equipment) as described in this HHA Quotation for the COVERAGE PERIOD described below, for the charges specified herein, subject to and in accordance with all terms and conditions set forth on the face and reverse sides of this Agreement.

This agreement shall not bind Hitachi Healthcare Americas Corporation until it has been countersigned by an authorized representative in its corporate offices in Twinsburg, Ohio.

Contract Level:	Premium Service
Inception Date:	
Quotation Valid:	133
Expiration Date:	3/31/2020
Account Executive:	Jamison Quist
Phone Number:	(330) 425-1313 x2972
Email Address:	QuistJ@hitachihealthcare.com

103707: Vermont Open MRI, LLC - S Burlington, VT (OASIS SMA)



Customer Acceptance

Hitachi Healthcare Americas Corporation

Signature: _____	Submitted by: _____ Date _____
Print Name: _____	
Print Title: _____	Accepted by: _____ Date _____
Date: _____	

Upon the occurrence of any Event of Default, HHA may, at any time, declare the unpaid balances for the remaining term of this SMA to be immediately due and payable. Any one or more of the following events shall constitute an Event of Default: (i) Customer fails to pay any monies due HHA pursuant to this SMA; (ii) Customer becomes insolvent, a receiver is appointed for any part of the Customer's property, Customer makes an assignment for the behalf of creditors, or any proceeding is commenced either by or against Customer under any bankruptcy or insolvency laws; or (iii) Customer defaults in any obligation owing HHA pursuant to this SMA or otherwise.

Vermont Open MRI, LLC

MODEL NUMBER	EQUIPMENT DESCRIPTION	SERIAL NUMBER
--------------	-----------------------	---------------

Service Coverage	PM Coverage	Service Agreement Billing Cycle
8am to 5pm; Monday - Friday	8am to 5pm; Monday - Friday	Monthly Billing Option

Service Name	Extended Description
Service PM	HHA will provide Preventative Maintenance coverage in accordance with the Manufacturer's specifications and at the Manufacturer's recommended intervals. PM work will be scheduled at mutually agreeable times, to be completed according to the SMA PM Schedule ____ After hour PMs can be added for an additional \$5,000
Service Labor	Remedial maintenance required to maintain the Equipment at manufacturer's specifications during coverage hours. Labor requested outside coverage hours will be billed at HHA current labor rates
Service Parts	All parts required to maintain the equipment to manufacturer's specifications, including coils. [EXCLUDES X-RAY TUBE REPLACEMENT/3RD PARTY EQUIPMENT/ABUSE AND/OR NEGLIGENCE]
Magnet Services	Cold Head, Cryostat, and Helium Compressor ARE INCLUDED in the annual cost for this SMA. Expenses or additional costs associated with special delivery requirements (i.e. crane, riggers, removal of doors in the delivery path, material to protect Customer's floor from damage, expedited services, cryogens unavailable at local facility) are the responsibility of the Customer
Cryogens	Cryogens for locations are included within the contiguous U.S. and Puerto Rico only. All other locations will incur additional charges based on availability and transport. Cryogens consumed as a result of issues such as loss of power are the Customer's responsibility
Application Helpline 800#	Applications support provided via Helpline: 800-622-HMSA (4672); 8am-9pm, Monday-Friday (EST)
On-site Follow Up Apps	On-site applications assistance will be provided on an as needed basis at no additional charge
All Service Travel	All travel and living expenses covered by this SMA are included at no charge
On-Site Response Time	On-site response time within 2 hours (Metro) or 4 hours (Rural)
Same day On-Site Response Time	HHA guarantees a same business day on-site response time for a down system, after a call for service has been placed with the HHA Customer Service Center
Options Discount (30%)	Purchaser will receive a 30% discount off the List price of options
Chiller	All parts required to maintain the Chiller to manufacturer's specifications are included except for consumables such as filters and glycol. During the term of the contract, three PM's will be performed over the course of the contract year. Power outages, lighting strikes, random acts of God and any problems with chiller caused by external sources are not covered. Expenses or additional costs associated with special delivery requirements (i.e. crane, riggers, removal of doors in the delivery path, material to protect Customer's floor from damage, expedited services, cryogens unavailable at local facility.) are the responsibility of the Customer
Sentinel Remote Monitoring	Sentinel Remote Customer Support allows Hitachi to remotely diagnose and service your system when it's necessary. Remote access service tools for peak system efficiency include; Error log review, Pre-scan data review, DICOM setting updates, load of service backups, cryogen monitoring, remote image transfer, and transfer of clinical study library
Expert Accreditation Support	HHA will provide a range of accreditation support benefits at no additional charge to our warranty and contract customers. These benefits, including onsite Technical Data Collection and specialized Image Review
HITS Class	Attendance at The Hitachi Institute for MR/CT Technologists is free of charge to Hitachi MR/CT system contract customers. HITS class is fully accredited by ASRT for category A CE credits
O/S Upgrades	All authorized Operating Software enhancements not requiring hardware additions are included. Applications assistance and training is included
99% Guaranteed Uptime	HHA shall guarantee a 99% uptime
Uptime Calculation	Uptime Calculation will be calculated quarterly based on the hours of service. The asset will receive one month of free service for any failed uptime.

QUOTE TERMS AND CONDITIONS

1. **SERVICE** Hitachi Healthcare Americas Corp ("HHA") agrees to provide service to the Standard System quoted hereunder as indicated on the front of this Agreement. A. Planned Preventive Maintenance - Including inspection, adjusting, tuning, lubrication, and replacement of non consumable parts as determined to be necessary by HHA. Such inspections to be provided as outlined by the Manufacturers specifications. B. On Call Remedial Maintenance - Provided as required due to system malfunction. Replacement pads will be furnished in exchange for the part or pads being replaced. Components, pads, and assemblies will be replaced with new or refurbished items at HHA's sole discretion. There will be no charge for routine operational software upgrades as long as Purchaser maintains an HHA service contract. Service furnished by HHA at Purchaser's request in addition to those specified hereunder will be invoiced at HHA's applicable time and material rates and terms then in effect. HHA has the right to charge extra for service outside the established hours (over time). Purchaser shall provide at no charge to HHA full and free access to the Equipment covered hereunder, working space in accordance with HHA site specifications, adequate facilities near the Equipment, and use of any machines attachments, features, user ports or other materials necessary for the specified maintenance services.

2. **DOCUMENTATION AND MAINTENANCE MATERIALS** Purchaser agrees that at all times all right, title and interest in and to all diagnostic maintenance media, including, software, shall remain HHA's and HHA may remove same from the premises of Purchaser, temporarily or permanently, or discontinue usage thereof at any time for any reason. All HHA's test, diagnostic and verification information and routines (on HHA or Purchaser owned media), maintenance equipment and maintenance materials, information and documentation are proprietary and confidential; such item, whether on Purchaser's site or accessible by remote inquiry, are and shall remain the sole property of HHA in any case, and may be removed, or the usage thereof discontinued at any time. Purchaser will destroy same upon written request from HHA. Purchaser shall not disclose to any person such confidential items and shall take appropriate action by instruction or agreement with its employees who are permitted access thereto to satisfy its obligation of confidentiality thereunder.

3. **SOFTWARE** 3.1 Definitions "Software" means computer instruction or data files, supplied by HHA and any improvements or modifications to said computer instructions or data files, whether supplied in machine, assembly or higher level languages and such instructions or data files in all forms of interpretation, compilation, media of expression, fixation and storage. "Operating Software" means Software which is essential for operation of Equipment in the end use applications of Purchaser which are known to HHA as of date of HHA's written acceptance hereof. "Maintenance Software" means Software used in or with the Equipment to aid their installation, maintenance or repair and includes the Software other than Operating Software.

3.2 **Ownership** All Software shall remain the sole property of HHA. Without limiting the preceding sentence, Purchaser expressly agrees that any Maintenance Software (including without limitation any copy of all or any thereof) shipped to, located on the premises of, or otherwise in the possession of Purchaser remains the sole and exclusive property of HHA; the accessing, running, performance, display or any other use of such Maintenance Software shall be limited to HHA, its employees and authorized agents.

3.3 **License** HHA grants to Purchaser, as of the date of installation of Equipment, a nonexclusive and royalty free license to use the Operating Software. Except as stated above, NO LICENSE IS GRANTED TO PURCHASER WITH RESPECT TO ANY OPERATING SOFTWARE, OR ANY COPIES OF ALL OR ANY PORTION OF THE OPERATING SOFTWARE. PURCHASER ASSUMES FULL RESPONSIBILITY FOR DAMAGES TO HHA RESULTING FROM ANY UNAUTHORIZED TRANSFER OF OPERATING SOFTWARE TO A THIRD PARTY

3.4 **Confidentiality** Purchaser acknowledges that the Software is valuable to HHA and agrees to use reasonable care to prevent disclosure to others of Software in Purchaser's possession or on Purchaser's premises. Purchaser agrees to limit access to Software to those of its employees having a need to use the Operating Software in connection with the Equipment. Purchaser agrees not to copy Maintenance Software and to make only the number of copies of Operating Software required for actual use of the Equipment in their intended applications. Purchaser further agrees to ensure that all copies include applicable HHA trademark and patent identification notices.

3.5 **Modifications** Because of the highly technical nature of the Software and the high probability that any modifications of it, however, minor, could significantly affect the performance of the Equipment to which it applies, Purchaser agrees that it shall not modify, or allow the modification of, the Software in any manner whatsoever other than by, or with the express written consent of HHA or its employees. ANY SUCH MODIFICATIONS OF SOFTWARE IN VIOLATION OF THE FOREGOING COVENANT SHALL CONSTITUTE MISUSE OR NEGLIGENCE AND VOID THIS SERVICE AGREEMENT IMMEDIATELY. Purchaser agrees to indemnify and hold HHA, its employees, agents, subsidiaries and affiliates harmless from any claim or loss, including costs thereof attributable to any such modification of Operating Software violation of the foregoing

4. **EXCLUSIONS** The service to Purchaser hereunder does not include electrical work external to the equipment. maintenance of accessories, attachments, machines or other devices not furnished by HHA; repair or damage resulting from: accident, transportation, neglect or misuse, failure of electrical power, causes other than ordinary use, or damage caused by catastrophe beyond HHA control; maintenance or repair to the equipment other than by HHA's employees; an improper environment for the equipment such as lack of air conditioning or electricity, furnishing photographs, materials, magnetic or paper tape chart paper, bacterial filters, making specification changes or performing services connected with relocation of equipment; adding or removing accessories, attachments, or other devices; service rendered impractical as determined by HHA by reason of electrical or mechanical connection to other equipment not supplied by HHA. Purchaser agrees that equipment out of warranty prior to the start of this Agreement may be inspected by HHA's personnel. Any deficiencies found will be corrected at HHA's time and material rates then in effect or excluded from coverage under this Agreement.

Vermont Open MRI, LLC

5. **CHARGES** Charges are payable in advance upon receipt of invoice. If Purchaser requests unscheduled, on call maintenance service other than during HHA's normal working hours or the coverage selected on this Service Agreement, such service will be furnished at HHA's hourly rates in effect at the time service is performed. Purchaser shall pay HHA, upon receipt of invoice, all travel and other expenses incurred by HHA for service performed at Purchaser's request outside of the coverage selected in this Agreement. Invoices not paid within ten (10) days of the invoice date will have a 1.5 percent per month interest charge, or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of the invoice until the date of payment. Purchaser shall pay all costs involved in HHA's collecting its overdue accounts from Purchaser including reasonable attorney's fees. All invoicing procedures are subject to change by HHA at any time following the expiration of the Initial Term upon a minimum of sixty (60) days prior written notice.

6. **TAXES** Prices do not include local, state, or federal taxes. Consequently, the amount of any sales use or similar tax applicable to the sale of the Agreement herein or to the use of such goods by the Purchaser shall be paid by the Purchaser. If HHA is required to collect or pay any such tax, Purchaser shall reimburse HHA promptly after demand for such tax payment.

7. **NOTICE** Any notice required or permitted to be given under this Agreement shall be considered sufficient if delivered personally or mailed via certified mail. Such notices directed to HHA shall be delivered or sent to its office address set forth on the face hereof to the attention of the President. Notices to the Purchaser shall be sent to the address shown on the front of this Agreement. Notice s to either HHA or the Purchaser may be sent to such other address as either parry may give to the other from time pursuant to this provision.

8. **TERMINATION** This Agreement shall remain in effect during the entire Coverage Period provided for above, and shall not be cancelable by either party in the absence of a material breach by the other party.

9. **ASSIGNMENT** Upon execution, this Agreement shall be binding upon HHA and the Purchaser and shall inure to their benefit and to their successors and permitted assigns. This Agreement may not be assigned by Purchaser in whole or in part to any third party without the express written consent of HHA which will not be unreasonably withheld. HHA may, however, require any proposed assignee to reimburse it for any of its reasonable costs associated with such assignment, and to supply it with such information and to make such representations as HHA deems appropriate for its protection

10. **CONSTRUCTION; JURISDICTION** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio. Headings used herein are for the convenient reference to the parties and are not intended to modify the express terms hereof. Each party consents to the jurisdiction of the federal and state courts located in Ohio, and hereby appoints each officer of HHA as its agent for accepting any process in Ohio.

11. **MISCELLANEOUS** This Service Agreement replaces and supersedes any previous Agreement between the parties respecting the subject matter hereof and constitutes the entire agreement between the parties relative to the subject matter hereof. HHA's obligations hereunder are subject to delays incident to labor difficulties; fires; casualties and accidents; acts of the elements; acts of public enemies; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders; governmental interference or regulations; and other causes beyond HHA's control. HHA's liability arising out of or relating to this Agreement shall not exceed the amounts paid by Purchaser to HHA for the Agreement. HHA shall not be liable for special incidental or consequential damages. Consequential damages shall include, without limitation, loss of use, income or profit or loss of or damage to persons or property. **DUE IN PART TO THE COMPLEXITY AND INTERCHANGEABILITY OF THE COMPONENTS OF HHA'S EQUIPMENT, SOME PARTS USED IN SERVICING PURCHASER'S EQUIPMENT MAY BE RECONDITIONED. ALL PARTS MEET HHA'S SPECIFICATIONS IN FORCE ON THE DATE OF THEIR INSTALLATION IN THE PURCHASER'S EQUIPMENT.** This Service Agreement is subject to acceptance by HHA at its home office. After acceptance, HHA shall mail to Purchaser a signed duplicate copy hereof, and the same shall constitute the entire Service Agreement between the parties, which shall be changed only by written agreement of the parties.

Additional Comments:

Qty	Description	Price	Notes
1	SMA Year 1	\$99,900.00	
1	SMA - Year 2	\$99,900.00	
1	SMA - Year 3	\$99,900.00	
1	SMA - Year 4	\$99,900.00	
1	SMA - Year 5	\$99,900.00	

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account, or charged to your Visa, MasterCard, American Express or Discover Card. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

You authorize regularly scheduled charges to your checking/savings account or credit card. You will be charged the amount indicated below each billing period. A receipt for each Credit Card payment will be emailed to you – ACH payments will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.

Please complete the information below:

I _____ authorize Hitachi Healthcare Americas, Corp to charge my credit card
(full name)

or bank account indicated below for \$ _____ on the 1st or 15th of each Month for payment of my

Service Maintenance agreement for S/N _____ beginning on _____ and finishing on _____.
(date) (date)

Total _____ months of automated payments.

Billing Address _____	Phone# _____
City, State, Zip _____	Email _____

Checking/ Savings Account

Checking Savings

Name on Acct _____
Bank Name _____
Account Number _____
Bank Routing # _____
Bank City/State _____

222222222 000 444 555 4027

HHAC's ACH Company Id#9743525001

Credit Card

Visa MasterCard
 Amex Discover

Cardholder Name _____
Account Number _____
Exp. Date _____

Print Name _____	
Signature _____	Date _____

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Hitachi Healthcare Americas, Corp (HHA) in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that HHAC may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$35.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions correspond to the terms indicated in this authorization form.