

Date: 2/7/2024

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### Service Agreement

Between:

**Augusta Aiken Orthopedic Specialists**  
3650 J Dewey Gray Circle  
Augusta, GA 30909

And

**626 OpCo, LLC**  
1225 Broken Sound Parkway NW, Suite A  
Boca Raton, FL 33487

[www.WeAre626.com](http://www.WeAre626.com)  
Toll Free: 800-516-0990

Ship To:



Bill To:

Augusta Aiken Orthopedic Specialists  
 3650 J Dewey Gray Circle  
 Augusta, GA 30909

Augusta Aiken Orthopedic Specialists  
 3650 J Dewey Gray Circle  
 Augusta, GA 30909

	Equipment	Location	Annual Price
1)	See Exhibit D	3650 J Dewey Gray Circle, Augusta, GA 30909	\$86,000.00

**Agreement Coverage (see Agreement Terms)**

<b>Toll Free Customer Support 800.516.0990</b>	<i>Included</i>
<b>15 Min Telephone Response &amp; 4-6 Hour On Site Response</b>	<i>Included</i>
<b>Preventive Maintenance Inspections, Travel &amp; Labor</b> (Performed in accord with manufacturer's specified frequency and regulatory requirements)	<i>PMs Included</i>
<b>Preventive Maintenance Regulatory Documentation</b>	<i>Included</i>
<b>Repair Parts &amp; Shipping</b>	<i>Included</i>
<b>Repair Travel &amp; Labor</b>	<i>Included</i>
<b>Monthly Agreement Amount (plus applicable taxes)</b>	<b>\$7,166.67</b>

**Agreement Term:**

**Start Date:** June 1<sup>st</sup>, 2024

**End Date:** May 31<sup>st</sup>, 2027

**Renewal Date:** June 1<sup>st</sup>, 2027

**EXHIBIT A**  
**MASTER SERVICES AGREEMENT**

This is an agreement ("AGREEMENT") made and entered into as of the last date of execution below ("EFFECTIVE DATE") between 626 OpCo, LLC, with a business address of 1225 Broken Sound Parkway, Suite A, Boca Raton, FL 33487 ("COMPANY") and Augusta Aiken Orthopedic Specialists, with a business address of 3650 J Dewey Gray Circle, Augusta, GA 30909 ("CUSTOMER") listed on the attached Statement of Work ("SOW", and each a "PARTY" and collectively, "PARTIES"). All capitalized terms used but not defined in this AGREEMENT shall have the meaning ascribed to such terms in the SOW.

1. **TERM.** The initial term ("INITIAL TERM") of this AGREEMENT shall be for the period set forth in the SOW.
2. **SERVICES.** COMPANY shall perform the services as set forth in the SOW (the "SERVICES"). COMPANY shall be the exclusive provider to CUSTOMER for such Services.
3. **PRICE.** CUSTOMER shall pay COMPANY for the SERVICES according to the pricing schedule stated in the SOW. CUSTOMER shall make such payments pursuant to Section 4 of this AGREEMENT. Unless otherwise stated, all prices are exclusive of state and local use, sales, or similar taxes. Such taxes, if applicable, may appear as separate items on COMPANY's invoice. CUSTOMER shall be responsible for such taxes and to the extent COMPANY is required to pay any such use, sales, or similar taxes, CUSTOMER shall reimburse COMPANY in connection with its payment for SERVICES pursuant to this AGREEMENT.
4. **PAYMENT.** COMPANY shall not be obligated to provide any SERVICES until it receives payment from CUSTOMER. COMPANY will invoice CUSTOMER on the first day of each month and CUSTOMER shall make all payments due under this AGREEMENT within thirty (30) net days of receipt of an invoice from COMPANY. All payments are non-refundable. Payments that are forty-five (45) days past due shall bear interest at a rate equal to two percent (2%), compounded monthly, on the outstanding balance. CUSTOMER shall be responsible for all costs and expenses incurred by COMPANY in connection with COMPANY's collection of past due amounts. If any payment is ninety (90) days past due, COMPANY may suspend the SERVICES.
5. **TERMINATION.** If either PARTY materially breaches any representation, warranty, covenant or other obligation set forth in this AGREEMENT or in any SOW, and fails to cure such material breach as promptly as practicable but in any event within thirty (30) calendar days of written notice of such material breach by the non-breaching PARTY, the non-breaching PARTY shall be entitled to immediately terminate this AGREEMENT. Either PARTY may terminate this AGREEMENT for any reason upon at least twelve (12) months' written notice to the other PARTY. Notwithstanding the foregoing, COMPANY may immediately terminate this AGREEMENT and cancel any unfulfilled portion of the SOW in the event of any voluntary or involuntary proceedings in bankruptcy or insolvency by or against CUSTOMER, or in the event of the appointment with or without the consent of the CUSTOMER, of an assignee for the benefit of creditors or of a receiver.

6. **EFFECT OF TERMINATION.** Termination or expiration of this AGREEMENT shall not relieve either PARTY of any liability or obligation it may have to the other arising out of or related to acts or omissions occurring prior to such termination or expiration. Upon termination or expiration of this AGREEMENT, CUSTOMER shall make available for COMPANY's immediate removal any of COMPANY's property or deliverables then in the possession or control of CUSTOMER. Provided the SERVICES were performed in a workman-like manner, COMPANY will have no further obligation or liability upon termination or expiration of this AGREEMENT with respect to the maintenance, equipment or parts (as applicable) set forth in the SOW, including operation or use.

7. **DAMAGES.** UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS, AND LOSS OF GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SOW OR COMPANY'S TERMINATION IN ACCORDANCE WITH SECTION 5, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY SOW, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO CUSTOMER PURSUANT TO THIS AGREEMENT AND THE SOW IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE APPLICABLE CLAIM.

8. **WARRANTIES.** COMPANY's obligations under this AGREEMENT do not constitute a warranty of any kind except to perform the SERVICES in accordance with the terms and subject to the conditions set out in the SOW, and COMPANY specifically disclaims all other warranties in respect of the SERVICES (and any parts or equipment described in the SOW), both expressed or implied, including but not limited to, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, and any warranty of title against infringement. COMPANY warrants that the EQUIPMENT is fully operational and functioning at the manufacturer's specifications. COMPANY represents that the EQUIPMENT: (i) is without visible damage, (ii) will operate in conformity with the manufacturer specifications for system performance and image quality, (iii) conforms to the applicable specifications and descriptions, (iv) is fit for the intended use identified, (v) is free and clear of all liens, encumbrances, and other restrictions, and (vi) free from any patient medical history and in compliance with any patient privacy laws.

9. **EXCLUSIVE REMEDY.** For any breach by COMPANY of its sole and exclusive warranty to perform the SERVICES in accordance with the terms and subject to the conditions set out in the SOW (as set forth in Section 8 above), CUSTOMER's sole and exclusive remedy, and COMPANY's entire liability, will be, at COMPANY's discretion, either: (i) correct the error that caused the breach at no additional cost; or (ii) to re-perform the SERVICES at no additional cost. If COMPANY is unable to correct the error or otherwise cure the breach by re-performing the SERVICES, then COMPANY may terminate this AGREEMENT and return to CUSTOMER the fees paid for the specific non-performing SERVICES.

10. **CONFIDENTIALITY.** All information or knowledge disclosed by COMPANY, its representatives or agents, to CUSTOMER verbally or in written, graphic, photographic, recorded, prototype, sample or in any other tangible form, with respect to any aspect of COMPANY's business, including, but not limited to, information relating to pricing, services, operations, marketing, implementation and other services, and materials prepared by CUSTOMER in regard to such information, which, if disclosed, could reasonably be expected to have an adverse effect on the business of COMPANY,

shall be considered "Confidential Information." With respect to such Confidential Information, CUSTOMER agrees to cause its officers, employees, agents, affiliates and other representatives to hold in strict confidence all Confidential Information obtained from COMPANY and/or its officers, employees, and representatives, and not to use, disclose, or permit any third-party access to such Confidential Information for any purpose, other than as may be required or permitted by law or to perform any obligation under this AGREEMENT. CUSTOMER agrees neither to disclose to any third party nor permit any third party to have access to any of the Confidential Information without the prior written consent of COMPANY nor to use any of the Confidential Information for any purpose other than as consented to in writing by COMPANY, if COMPANY, in its sole discretion, provides such consent.

11. **CORPORATE AUTHORITY.** The PARTIES represent, warrant and covenant to each other that (i) each PARTY has the power to execute and deliver this AGREEMENT and to perform its obligations under this AGREEMENT; (iii) each PARTY's representative executing this AGREEMENT is duly authorized to execute and deliver this AGREEMENT on its behalf, and no further corporate proceedings or approvals are necessary with respect thereto; (iv) each PARTY is not required to obtain the consent of any third party, including the consent of any party to any contract to which it is a party, in connection with execution and delivery of this AGREEMENT and performance of its obligations under this AGREEMENT; and (v) each PARTY's execution and delivery of this AGREEMENT and performance of its obligations under this AGREEMENT do not (a) violate any provision of its articles of incorporation or by-laws or equivalent corporate, limited liability company or similar provision as currently in effect, or (b) conflict with, result in a breach of, constitute a default under (or an event which, with notice or lapse of time or both, would constitute a default under), accelerate the performance required by, result in the creation of any lien upon any of its properties or assets under, or create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under, any contract to which it is a party or by which any of its properties or assets are bound.

12. **INSURANCE.** During the term of this Agreement and for a reasonable period of time thereafter, CUSTOMER shall, at its own expense, maintain and carry adequate and commercially reasonable insurance for its business with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability with financially sound and reputable insurers. Upon COMPANY's request, CUSTOMER shall provide COMPANY with a certificate of insurance from CUSTOMER's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name COMPANY as an additional insured. CUSTOMER shall provide COMPANY with 15 days' advance written notice in the event of a cancellation or material change in CUSTOMER's insurance policy that could adversely affect the COMPANY. Except where prohibited by law, CUSTOMER shall require its insurer to waive all rights of subrogation against COMPANY's insurers and COMPANY.

13. **FORCE MAJEURE.** Acts of God, fires, floods, weather, or other catastrophes, epidemics or quarantine restrictions, strikes or other labor disputes, accidents, wars, acts of terrorism, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraint of government, or any other similar or dissimilar cause(s) beyond the reasonable control of a PARTY, not reasonably foreseeable, not caused by acts or omissions of the PARTY affected and that could not have been avoided through a work around plan which prevent COMPANY from providing or procuring the SERVICES, or CUSTOMER from receiving or using SERVICES (a "FORCE MAJEURE EVENT"), shall suspend such affected PARTY's obligation to perform hereunder during the period required to remove such FORCE MAJEURE EVENT. Such affected PARTY shall promptly notify the other PARTY of the FORCE MAJEURE EVENT and the cause of such FORCE MAJEURE EVENT.

14. **ASSIGNMENT; CHANGE OF CONTROL.** CUSTOMER shall neither transfer nor assign this AGREEMENT nor any of its rights or obligations hereunder, whether in whole or in part, by delegation, subcontracting, operation of law, or otherwise, without the prior written consent of COMPANY, which

shall not be unreasonably withheld. Any such transfer or assignment without COMPANY's prior written consent shall be null and void. COMPANY may, without restriction, transfer or assign this AGREEMENT in whole or in part or any of its rights or obligations hereunder, by delegation, operation of law, in connection with a merger, acquisition, the sale of its business or substantially all of its assets, or otherwise without the prior written consent of CUSTOMER.

15. **INDEPENDENT CONTRACTOR.** The PARTIES are and shall remain independent contractors with respect to each other, and nothing in this AGREEMENT shall be construed to place the PARTIES in the relationship of partners, joint venturers, fiduciaries or agents. Neither PARTY is granted any right nor authority to assume nor to create an obligation nor responsibility, expresses or implied, on behalf of or in the name of the other or bind the other in any manner whatsoever.

16. **MODIFICATION AND WAIVER.** No waiver of any provision of this AGREEMENT shall be valid or binding unless in writing and executed by the PARTY against whom enforcement is sought. No waiver by either PARTY of any breach, or the failure of either PARTY to enforce any of the terms and conditions of this AGREEMENT, shall affect, limit or waive that PARTY's right to enforce and compel compliance with all terms and conditions of this AGREEMENT, or to terminate this AGREEMENT according to its terms. No modification or amendment of any provision of this AGREEMENT shall be valid or binding unless (i) executed and delivered by both PARTIES hereto in writing after the Effective Date, (ii) it specifically refers to this AGREEMENT, and (iii) it specifically states that it is intended to, and shall take precedence over, this AGREEMENT. Any other modification, amendment or waiver of any provision of this AGREEMENT shall be null and void.

17. **INVALIDITY OR ILLEGALITY.** If any provision of this AGREEMENT is declared to be void, invalid or unlawful by any court or tribunal of competent jurisdiction, such provision shall be deemed severed from the remainder of this AGREEMENT and the balance shall remain in full force and effect.

18. **NOTICES.** All notices given hereunder shall be in writing and shall be deemed to have been duly given if addressed or sent to the PARTIES at the mailing and email addresses set forth above, or to such other additional mailing or email address as any PARTY shall hereafter specify by notice to the other PARTY and the PARTIES' receipt of such notice.

19. **ATTORNEYS' FEES.** Except as provided for in this AGREEMENT and subject to the limitations set forth in this AGREEMENT, in the event a default or breach of this AGREEMENT occurs by either PARTY in observance or performance of any term or covenant of this AGREEMENT, the prevailing party shall be entitled to be paid by the other party for all expenses or obligations, including, but not limited to, attorneys' fees and costs incurred, in the instituting, prosecuting, appealing or defending of any action or proceeding related to such default or breach hereof.

20. **COUNTERPARTS.** The PARTIES may execute any number of counterparts to this AGREEMENT, each of which shall be an original instrument, but all of which taken together shall constitute one and the same AGREEMENT. Signed copies of this AGREEMENT delivered by facsimile, email or other means of electronic transmission (including DocuSign) shall bind the PARTIES to the same extent as original documents. **THIS AGREEMENT IS ONLY BINDING UPON COMPANY IF SIGNED BY TWO REPRESENTATIVES OF COMPANY.**

21. **ENTIRETY.** This AGREEMENT, which includes the SOW and any schedules, exhibits and annexes attached hereto constitutes the entire understanding and agreement between the PARTIES regarding the subject matter of this AGREEMENT, and supersedes all prior or contemporaneous agreements, oral or written, made between the PARTIES relating to such subject matter. This AGREEMENT benefits solely the PARTIES and their respective permitted successors and assigns and nothing in this AGREEMENT, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this AGREEMENT.

22. **AGREEMENT PRECEDENCE.** For their convenience, the PARTIES may use, from time to time, their standard purchase orders, site level execution agreements, sales releases, delivery schedules, acknowledgments, invoices and other similar preprinted forms. In the event of a conflict between this AGREEMENT and any SOW or any of these documents that purport to govern the same matters set forth herein, this AGREEMENT or such SOW, as applicable, shall prevail, except as otherwise set forth in Section 18 entitled "MODIFICATION AND WAIVER."

23. **GOVERNING LAW AND VENUE.** This AGREEMENT shall be governed by the laws of the State of Florida without giving effect to its choice of law provisions. The PARTIES shall submit to the exclusive and mandatory jurisdiction of the Florida courts located in Palm Beach County for any judicial proceeding. Venue for any actions brought concerning this Agreement shall be Palm Beach County, Florida.

24. **WAIVER OF JURY TRIAL.** EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT OR ANY SOW, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT OR ANY SOW, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOW, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS AGREEMENT OR ANY SOW, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

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**EXHIBIT B**  
**CONTRACT COVERAGE TYPES**

**Full-Service Care Coverage**

Full-Service Care is 626's full-service offering and includes the following features:

- Onsite Coverage Hours: Monday – Friday, 8 am to 6 pm
- Labor, and Travel during coverage hours.
- Parts (see exclusions)
- 750 Liter Helium allotment per MRI
- MRI Coldheads & Compressors.
- Preventative maintenance performed from **5 pm to 9 pm** (MR & CT)
- Typical 4-6 hour onsite response time system hard down (MR, CT, & Mammo), unless otherwise indicated in the SOW
- 15-minute phone response from Dedicated Account Manager
- Priority parts delivery – no special handling fees
- Chiller Coverage
- **Outside Coverage rate** of \$350/Hr for T&M service outside of Normal Working Hours and on federal holidays. Travel will be billed \$260/Hr

**Service-Only Care Coverage**

Service-Only Care is 626's service-only offering and includes the following features:

- Onsite Coverage Hours: Monday – Friday 8 am to 6 pm
- Labor and Travel included during coverage hours
- Parts and shipping will be billed separately
- Preventative maintenance performed during coverage hours
- Typical 6-8 hour onsite response time system hard down, unless otherwise indicated in the SOW
- 15-minute phone response from Dedicated Account Manager

**Preventive Maintenance (PM) Only Care Coverage**

PM-Only Service Care is 626's PM offering and includes the following features:

- PM Coverage Hours: Monday – Friday, 8 am to 6 pm
- Preventative maintenance performed per manufacturer specification
- Preventative maintenance performed per manufacturer frequency
- Parts and shipping will be billed separately
- MR/CT, PET/CT Service: discounted labor rate of \$350/hour for T & M service during Normal Working Hours; \$525/hour for T&M service outside of Normal Working Hours and on federal holidays
- All Other Modalities: discounted labor rate of \$260/hour for any T & M service during Normal Working Hours; \$390/hour for T&M service outside of Normal Working Hours and on federal holidays
- Discounted travel rate of \$260/hour for all T&M service during Normal Working Hours; travel rate of \$390/hour for all T&M service outside of Normal Working Hours and on federal holidays

**EXHIBIT C**  
**STATEMENT OF WORK**

**1. Services & Coverage**

- a. COMPANY will provide CUSTOMER with the services or coverage selected above.
- b. Coverage will only be provided for the Equipment as set forth above.
- c. Coverage will be provided (as indicated above) for failures resulting from normal usage only.
- d. "Normal Working Hours" are defined as being between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding national holidays. Services performed under this AGREEMENT which includes the SOW and any schedules, exhibits and annexes attached hereto shall be performed during Normal Working Hours. Services performed outside of Normal Working Hours will be billed at COMPANY's billable rates and are not included, subject to the Coverage Options detailed in this Statement of Work ("SOW").
- e. All services will be performed pursuant to the specifications of the original equipment manufacturer. A COMPANY Field Service Engineer must be on site during the installation of any software updates or upgrades to the Equipment provided by the original equipment manufacturer.

**2. Preventive Maintenance:**

To the extent covered by this AGREEMENT, a COMPANY Field Service Engineer will schedule a visit with the CUSTOMER to perform the periodic preventive maintenance service specified in this AGREEMENT, at which time he/she will inspect, analyze, and make adjustments as recommended in the manufacturer's specifications.

**3. Access to Equipment**

- a. CUSTOMER shall provide COMPANY Field Service Engineers free and safe access to the Equipment, as well as a safe workable space in which to perform any necessary repairs.
- b. If at any time after arrival at CUSTOMER's Facility, the COMPANY Field Service Engineer is unable to proceed with repair service due to delays caused by CUSTOMER, COMPANY shall charge CUSTOMER for reasonable labor and travel expenses resulting from such delays.

**4. Exclusions**

COMPANY shall not be required to provide SERVICES under this AGREEMENT:

- i. to any Equipment that has been damaged accidentally, damaged intentionally, misused, abused, dropped, improperly installed, applied, operated or maintained, neglected, tampered with or subjected to unusual or abnormal electrical, environmental, or mechanical stress or any other negligent action by anyone other than COMPANY or COMPANY designated provider;
- ii. to any Equipment that has been altered by anyone other than COMPANY or COMPANY designated provider;
- iii. to any Equipment that has been interconnected with other Equipment or accessories not expressly provided for in the operator's manual;
- iv. to any Equipment that has not been maintained by CUSTOMER according to manufacturer's specifications or that has been damaged by acts of terrorism, cyber attacks, fire, flood, water, storm, wind, lightning, fire sprinklers, hail, power surges, electrical failure, electromagnetic interference, windstorm, hurricane, collapse of building, other natural causes or acts of God;

- v. due to source and related materials;
- vi. to cosmetics and plastic covers;
- vii. due to lack of climate control in the area where the Equipment is stored;
- viii. to Equipment or accessories not listed on this SOW;
- ix. to consumables and accessories, including gel, patient leads and cables, batteries, pads, paper, recording media, fluids, etc.;
- x. to phantoms, curtains or aprons;
- xi. due to the addition or removal of accessories, attachments, or other devices;
- xii. due to services connected with movement and relocation of the Equipment or problems caused by movement and relocation of the Equipment;
- xiii. due to problems caused by external sources, including, but not limited to, any service performed by non-authorized personnel, OEMs or other service organizations
- xiv. due to services required resulting from user or application error, lack of training, improper usage, or failure to follow operating instructions;
- xv. due to the absence of any product, component or accessory recommended by COMPANY or COMPANY designated provider but omitted at CUSTOMER's discretion;
- xvi. to any parts exterior to the system e.g.: HVAC, Power, Electrical, Software/Software Licensing and all Back UPS/battery protection and restoration devices;
- xvii. to any part of the coach of sub-components of the coach or trailer, including, but not limited to: chiller, hydraulics, lift gate, HVAC, tires, brakes, camera, printers, UPS surge suppressor, generator, compressors or absorbers
- xviii. due to quench.

##### 5. Miscellaneous

- a. This SOW is governed by and incorporates the terms of the Master Services Agreement attached as **Exhibit A**. If a conflict arises between the terms of this SOW and the terms of the Master Services Agreement attached as **Exhibit A**, the terms of the Master Services Agreement shall control.
- b. CUSTOMER agrees that Equipment will be inspected by COMPANY prior to coverage and that CUSTOMER is responsible for the cost of any corrections necessary to bring the Equipment to normal operating condition.
- c. If COMPANY determines that repair service is required as a result of customer abuse of Equipment (as determined by an authorized COMPANY Field Service Engineer), and CUSTOMER requests service for such Equipment, CUSTOMER acknowledges that COMPANY will charge CUSTOMER for such service at the Time and Materials billing rates set forth in **Exhibit B**, and CUSTOMER agrees to pay such rates as requested.
- d. If a conflict arises between the terms of this SOW and the terms of the asset-specific coverage set forth in **Exhibit D**, the terms of Exhibit D shall control.
- e. Notwithstanding any other provision of this AGREEMENT, COMPANY shall not be obligated to make repairs or provide any SERVICES made necessary in the whole or in part by abuse, misuse, negligence, accident, catastrophe, acts of God or any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration or use by anyone other than CUSTOMER.
- f. During the TERM of this AGREEMENT, CUSTOMER agrees not to sell or dispose any retiring Equipment without first offering COMPANY the right to purchase the Equipment, or giving the COMPANY the opportunity to remove such equipment from CUSTOMER.

- g. Should an MRI need a helium fill on or about the EFFECTIVE DATE, all product and delivery fees, emergency fees, ramp fees and overages will be billable to CUSTOMER. Helium will be provided per standard allotment as described in the SOW and any helium overage will be billed to CUSTOMER separately at prevailing market rates.

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**[SIGNATURE PAGE FOLLOWS]**

COMPANY and CUSTOMER have caused their respective duly authorized representatives to execute this AGREEMENT, acting as agent(s) as set forth herein.

**FOR: Augusta Aiken Orthopedic Specialists**

**FOR: 626 OpCo, LLC**

**BY:**   
(Signature)

**BY:**   
(Signature)

RICHARD BAKER, PRES.  
[Print name/title]

MICHAEL WELCH CFO  
[Print name/title]

**DATE:** MARCH 21 2024

**DATE:** 3/21/24

**FOR: 626 OpCo, LLC**

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
[Print name/title]

**DATE:** \_\_\_\_\_