

AMENDMENT TO SERVICE AGREEMENT

This Amendment is entered into by and between San Bernardino County on behalf of Arrowhead Regional Medical Center (“**Customer**”) and Varian Medical Systems, Inc. (each, a “**Party**” and, together, the “**Parties**”) effective as of the date of last signature hereto and amends the service agreement between the Parties as indicated in Quotation 2021-324636-2 executed on December 14, 2021, which incorporates the Terms and Conditions and other terms referenced or attached thereto (collectively, the “**Service Agreement**”), as amended.

The Parties agree as follows:

1. Capitalized terms shall have the same meaning as set forth in the Service Agreement.
2. The Service Agreement is hereby extended on a one-time basis for the period of One year commencing on July 1, 2026, up to and including June 30, 2027 (the “**Extension Period**”), solely for the provision of Clinac H294372 and RPM Gating H506151 at the prices indicated below.

Machine	Start Date	End Date	Amount
Clinac H294372	7/1/2026	6/30/2027	\$194,181.00
RPM Gating H506151	7/1/2026	6/30/2027	\$3,500.00
		Total	\$197,681.00

3. The Clinac H294372 is now a Limited Support machine, and the service coverage will reflect that removing Comprehensive Firmware Coverage and the Uptime Guarantee from the agreement entitlements. With the Limited Support agreement, Varian will still work to keep the same level of service that Customer expects from Varian. Limited Support means that Varian will use commercially reasonable efforts to provide only the services required to maintain the capability of the device. No upgrades, enhancements, or improvements to the features or functionality of software and hardware will be available and therefore, there will be no guarantees of compatibility or interoperability with any future oncology information systems and/or treatment planning software releases. Customer still has the same Emergency, On-site Labor and PMs and parts, including access to Varian Help Desks and MyVarian.
4. At the expiration of the Extension Period, the Service Agreement shall terminate and Customer may continue to receive support and maintenance and service parts at Varian Medical Systems, Inc.’s then current rates and terms. Customer shall be responsible for making full payment of all outstanding invoices within 30 days.
5. All other provisions of the Service Agreement that are not specifically modified in this Amendment shall remain in full force and effect. In the event of any inconsistency between the Service Agreement and this Amendment, the terms of this Amendment will take precedence. Each Party will be responsible for its own costs and expenses in connection with the negotiation of this Amendment.
6. The following replaces Section 25 (Electronic Signatures) of the Master Agreement between the parties, effective August 24, 2021, as to this Service Agreement: The parties shall be entitled to sign and transmit an electronic signature of this Quotation (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Quotation, upon request.

IN WITNESS WHEREOF, the authorized signatories of the Parties have executed this Agreement.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

VARIAN MEDICAL SYSTEMS, INC.

By: _____

By: _____

Printed Name: _____

Printed Name: Richard Phillips

Title: _____

Title: Senior Manager

Date: _____

Date: _____

By: _____

Printed Name: Colin Celio

Title: Sr Manager Finance

Date: _____