



**Contract Number**

23-1061 A-1

**SAP Number**

4400024157

## Arrowhead Regional Medical Center

|                                           |                                                  |
|-------------------------------------------|--------------------------------------------------|
| <b>Department Contract Representative</b> | Andrew Goldfrach                                 |
| <b>Telephone Number</b>                   | (909) 580-6150                                   |
| <b>Contractor</b>                         | Aidoc, Inc.                                      |
| <b>Contractor Representative</b>          | Ben Hall                                         |
| <b>Telephone Number</b>                   | (985) 956-0427                                   |
| <b>Contract Term</b>                      | September 26, 2023 through<br>September 25, 2030 |
| <b>Original Contract Amount</b>           | NTE \$439,875                                    |
| <b>Amendment Amount</b>                   | NTE \$1,138,972                                  |
| <b>Total Contract Amount</b>              | NTE \$1,578,847                                  |
| <b>Cost Center</b>                        | 7630                                             |
| <b>Grant Number (if applicable)</b>       | NA                                               |

### AMENDMENT NO. 1

**WHEREAS**, San Bernardino County on behalf of Arrowhead Regional Medical Center ("County") and Aidoc, Inc. ("Contractor") agree to amend the terms of the Contract entered into by the parties on September 26, 2023 (Contract), as follows, effective as of the date this Amendment is fully executed:

1. Delete Section 12.1, **Term**, in its entirety and replace with the following:  
  - 12.1 **Term**. This MSA is effective as of September 26, 2023 and remains in effect through September 25, 2030 ("**Term**"), unless terminated earlier as permitted elsewhere herein.
2. Amend Exhibit C, as attached hereto and incorporated herein.
3. **Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)**  
 Contractor has disclosed to the County using Attachment C – Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making

campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract. Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

4. The pricing set forth in Exhibit C constitutes a discount on the Software and Services, and is not contingent, in any manner, on the selection of any other Contractor product. As part of the cost reporting process or otherwise, County may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided for Software and Services purchased under or in connection with the Agreement pursuant to 42 U.S.C. section 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Statute) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-Kickback Statute), other federal or state laws, or agreement with third party payers. County should retain this Amendment and any other documentation of discounts, rebates, or other price reductions and make such information available to federal or state health care programs upon request. County and its Authorized Users should exercise their independent medical judgment in selecting each of the products and functionalities included in the Software and to the extent applicable, Results that are in their patients' best clinical interest.
5. Full Force and Effect. The Contract, as amended by this Amendment, remains in full force and effect.
6. Capitalized Terms. Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Contract or the Addendum, as applicable.
7. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (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 Amendment upon request.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

AIDOC, INC.

*(Print or type name of corporation, company, contractor, etc.)*

►

\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the San Bernardino County

By \_\_\_\_\_  
Deputy

By

►

\_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Aswin Chandrakantan

Name

\_\_\_\_\_  
*(Print or type name of person signing contract)*

Title

President

\_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

\_\_\_\_\_  
Bonnie Uphold, Supervising Deputy County  
Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

\_\_\_\_\_  
Date \_\_\_\_\_

Reviewed/Approved by Department

►

\_\_\_\_\_  
Andrew Goldfrach, ARMC Chief Executive  
Officer

Date \_\_\_\_\_

## EXHIBIT D



### Order Form

#### Parties, Addresses and Details

|                |                                                                      |
|----------------|----------------------------------------------------------------------|
| "Company"      | Aidoc, Inc.                                                          |
| "Customer"     | San Bernardino County on behalf of Arrowhead Regional Medical Center |
| "Quote Number" | Q-04901                                                              |

| Customer Billing Address                                | Customer Sold-To Address                                | Company Mailing Address                                    | Company Remittance Address                                                   | Company Contact                                                   | Date and Currency        |
|---------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------|
| 400 N Pepper Ave,<br>Colton, CA 92324,<br>United States | 400 N Pepper Ave,<br>Colton, CA 92324,<br>United States | Aidoc, Inc.<br>1674 Broadway<br>New York, NY<br>10019, USA | BHI Bank Hapoalim<br>1120 Avenue of the<br>Americas<br>New York, NY<br>10036 | Ben Hall<br>Senior Regional<br>Account Director<br>benh@aidoc.com | April 28,<br>2026<br>USD |

Valid Until: August 31, 2026

#### Entitlement Summary

|                            |                    |
|----------------------------|--------------------|
| Number of Licensed Sites   | 1                  |
| Total Annual Image Volume  | 183,000            |
| Subscription Term (Months) | 48                 |
| Order Form Effective Date  | September 26, 2026 |
| Subscription End Date      | September 25, 2030 |

#### Base Subscriptions

| Item | Description                                                                                                                                                                                                                                                                   |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| aiOS | Aidoc AI Operating System (aiOS™) <ul style="list-style-type: none"><li>- Exam de-identification</li><li>- Monitoring platform</li><li>- Intelligent exam routing</li><li>- Physician-specific routing</li><li>- Premium admin portal</li><li>- Desktop Application</li></ul> |

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                         | - Licensing and Entitlement Management Tool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Customer Success Tier - Advanced</b> | <p>Customer will have access to the following:</p> <ul style="list-style-type: none"> <li>- Success Planning &amp; Goal Setting</li> <li>- Onboarding Project Management</li> <li>- Technical Setup &amp; Implementation</li> <li>- Workflow Optimization &amp; Training (WOT)</li> <li>- Data Governance Support</li> <li>- Customer Health Indicators</li> <li>- 24/7 customer support according to Company's Service Level Agreement (SLA)</li> <li>- Ongoing Success Meetings</li> <li>- Executive Business Reviews</li> </ul> |

#### Solutions Subscriptions

| Item                              | Description                                                                                                                                                                                                                                                                      |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Radiology Explorer Package</b> | <p>The Aidoc Radiology Explorer package includes the following use cases:</p> <ul style="list-style-type: none"> <li>- Intracranial Hemorrhage (CT)</li> <li>- C-Spine Fracture (CT)</li> <li>- Pulmonary Embolism (CT)</li> <li>- Incidental Pulmonary Embolism (CT)</li> </ul> |

#### A La Carte Subscriptions

| Item                                   | Description                                                                                                                                                                                                  |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Additional Radiology Algorithms</b> | <ul style="list-style-type: none"> <li>– Intra-abdominal free air (CT)</li> <li>– Brain Aneurysm (CT)</li> <li>– Pneumothorax (CT)</li> <li>– Rib Fractures (CT)</li> <li>– Vessel Occlusion (CT)</li> </ul> |
| <b>Third-Party AI Solution</b>         | <p>Screenpoint Transpara (2D/3D)</p> <ul style="list-style-type: none"> <li>– Up to 5,280 Total Annual Breast Imaging Volume</li> </ul>                                                                      |

|                                |                  |
|--------------------------------|------------------|
| <b>Annual Subscription Fee</b> | <b>\$284,743</b> |
|--------------------------------|------------------|

Additional Entitlement costs, charged on a pro-rata basis in the event of Entitlement expansion or Overages:

|                                                     |          |
|-----------------------------------------------------|----------|
| Annual Cost Per Site                                | \$37,000 |
| Annual Cost Per 10,000 Annual Image Volume Increase | \$15,560 |

**Notes:**

|    |                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | This Order Form for all use of Software and/or Services described herein is governed by the Master Services Agreement executed by Customer and Company dated September 26, 2023 ("MSA") as may be amended by the Parties. All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the MSA.                                                                         |
| 2. | The Subscription Term shall begin on the Order Form Effective Date (the "Subscription Effective Date") and shall continue until the Subscription End Date specified in this Order Form, as measured from the Subscription Effective Date, unless otherwise extended or terminated in accordance with the Master Subscription Agreement.                                                                   |
| 3. | All payments of annual fees under this Order Form will be billed annually, in advance, as of the beginning of the Subscription Term. All payments are due as set forth in the MSA. Prices shown do not include any taxes that may apply. Any applicable taxes are the Customer's responsibility and payable to the Company, unless the Customer provides an appropriate tax exemption certificate number. |
| 4. | For the purpose of this Order Form, the following Licensed Sites are recognized:<br>– Arrowhead Regional Medical Center                                                                                                                                                                                                                                                                                   |
| 5. | Any pre-printed provisions on Customer's purchase orders or other terms referenced from Customer's purchase orders shall not apply and have no force or effect. Acknowledgment (whether express or implied) by Company of Customer's purchase orders that contain additional, different, or conflicting terms and conditions shall not constitute acceptance of such terms and conditions by Company.     |



## ATTACHMENT 3

### Levine Act –

## Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

### **DEFINITIONS**

**Actively supporting or opposing the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Aidoc, Inc
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5      No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Elad Walach \_\_\_\_\_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):  
Goldman Sachs Alternatives, General Catalyst, TCV., Square Peg \_\_\_\_\_
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

| Company Name | Relationship |
|--------------|--------------|
| N/a          |              |
|              |              |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained<br>(if less than 12 months prior) |
|--------------|----------|-------------------------------------------------------|
| N/a          |          |                                                       |
|              |          |                                                       |

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

| Company Name | Subcontractor(s): | Principal and/or Agent(s): |
|--------------|-------------------|----------------------------|
| N/a          |                   |                            |
|              |                   |                            |



8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

| Company Name | Individual(s) Name |
|--------------|--------------------|
| N/a          |                    |
|              |                    |

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No ☒

Yes ☐ If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.