

**Agreement No. ARMC-CA-001****Asset Management Agreement - Special Provisions****1. *Repair Services Excluded***

- A. Repairs due to negligent operator misuse, abuse, damage or neglect, unless caused by **RENOVO**, its employees, agents, or subcontractors .
- B. Overhauls, rebuilds, software and hardware upgrades, equipment modifications and refrigeration repairs.
- C. All pre-existing equipment service events that were identified or initiated but not resolved prior to the start date of this Agreement, as well as any equipment that was left unrepaired and non-functional by the previous vendor at the start of this Agreement.
- D. Repairs to rental or loaner equipment not owned by **CLIENT**.
- E. Repairs of x-ray film cassettes.
- F. Equipment relocations, de-installation, movement, installation, or associated services.
- G. Equipment that has been designated "End-Of-Life" by the Original Equipment Manufacturer (OEM) or is equal to or greater than fifteen (15) years old, will be maintained on a "Best Effort" basis depending on the availability of qualified service labor and replacement parts.

2. *Replacement Parts Excluded*

- A. Consumable/disposable supplies, including but not limited to: patient cables, patient leads, batteries, magnetic tapes, bulbs, electrodes, paper, pens, styli, print heads, fiberoptics, x-ray film, etc.

3. *Uptime Guarantee*

- A. **RENOVO** guarantees a 97% uptime for all imaging equipment items as measured on an annual basis. Uptime percentage for each item of equipment is calculated as follows: Total covered annual hours, minus total annual downtime hours, divided by total covered annual hours. A unit is considered hard down when it cannot produce a scan, image or film. It is also hard down when restricted to the point that it cannot be used for its intended purpose. Downtime starts at first call for covered service and ends at the production of a diagnostically acceptable scan, image or film and/or release of the unit to the customer for patient use. At the end of each Agreement year, **CLIENT** shall receive a reduction in each item's annual coverage amount for the following one (1) year Agreement period, equal to one percent (1%) of the annual coverage amount for that item, for each percentage point below the guaranteed uptime percentage for the current year (with a maximum discount amount of 15%).

Furthermore, all hours associated with the following activities would not be included in the Uptime calculation: scheduled maintenance hours, service hours not covered by the contract coverage, failures caused by acts of God, and replacement part shipping delays as the result of weather or OEM unavailability are beyond our control.

RENOVO 
CLIENT _____