USMEDIC SERVICES EQUIPMENT MAINTENANCE PROGRAM

STANDARD TERMS AND CONDITIONS

Version: 00701.1 | Effective: July 1, 2026

These Standard Terms and Conditions are incorporated by reference into and form an integral part of each USMedic Services Equipment Maintenance Program Service Agreement between the Client identified in the Service Agreement and Alcova Associates, LLC d/b/a USMedic Services ("USMedic").

In consideration of Your payment of the required Maintenance Plan Fee, We agree to provide the limited equipment maintenance services and payments expressly described below, subject to all terms, conditions, limitations, exclusions, definitions, claim procedures, and other provisions of the Maintenance Plan. The Maintenance Plan does not provide property, casualty, professional liability, cyber, business interruption, uptime, replacement-cost, clinical, environmental, regulatory, or other coverage except to the limited extent expressly stated in the applicable Service Agreement or Equipment Schedule.

I. COVERAGE DESCRIPTION

1. Corrective Maintenance. We will reimburse You, or pay a USMedic-Approved Service Provider directly, for covered Corrective Maintenance Charges You incur for a covered Loss to return Covered Equipment to Effective Operation due to a Precipitating Condition during the applicable coverage period, subject to the Maximum Plan Benefit, Per-Equipment Benefit Limit, Deductible, applicable Service Agreement or Equipment Schedule, and all other terms of the Maintenance Plan.
2. Preventive Maintenance. We will reimburse You, or pay a USMedic-Approved Service Provider directly, for covered Preventive Maintenance expenses for Covered Equipment that become due during the applicable coverage period, but only up to the Preventive Maintenance event allowances and item-specific limits stated in the applicable Service Agreement or Equipment Schedule.
3. No Broader Obligation. Coverage applies only to Covered Equipment and only for covered Losses or covered Preventive Maintenance events occurring during the applicable coverage period for that specific item of Covered Equipment. No equipment is covered merely because it is located at Your facility, owned by You, leased by You, used by You, included in an inventory, entered into an internal system, or submitted for possible inclusion in the Program.

II. DEFINITIONS

"Actual Cash Value" means the market value of the Covered Equipment, or similar equipment of equivalent age, kind, condition, and functionality, at the time of the Loss or covered service event, without allowance for replacement-cost betterment.

"USMedic" means Alcova Associates, LLC d/b/a USMedic Services.

"USMedic-Approved Service Provider" means an original equipment manufacturer, authorized service provider, third-party service company, in-house service personnel, affiliate, subcontractor, technical consultant, or other vendor approved by USMedic for a covered service event or category of service events.

"Client" means the entity identified as the client in the applicable Service Agreement and, where the context requires, its authorized representatives, employees, agents, or permitted assigns. Client has the same meaning as You and Your.

"Corrective Maintenance Charges" means necessary, standard, customary, and reasonable charges for services rendered to restore Covered Equipment to Effective Operation due to a covered Loss, including covered parts, Labor, travel, taxes, and shipping charges, but only to the extent expressly covered under the Maintenance Plan.

"Coverage Description" means the limited equipment maintenance coverage described in Section I, consisting only of covered Corrective Maintenance and covered Preventive Maintenance allowances, subject to the Maintenance Plan.

"Covered Entity" means the Client identified in the applicable Service Agreement. Covered Entity has the same meaning as You and Your where the context requires.

"Covered Equipment" means property owned or leased by You, or property in Your care, custody, or control, that is expressly identified in an executed Service Agreement, is within the applicable item-specific coverage period, and has not been removed or otherwise terminated in accordance with the Program Documents. USMedic will reflect Covered

Equipment on the internal Master Equipment Schedule, but an omission, delay, or error in the internal Master Equipment Schedule does not independently affect coverage established by an executed Service Agreement.

"Deductible" means the amount, if any, stated in the applicable Service Agreement, Equipment Schedule, or other Program Document that You are responsible to pay for each covered Loss or covered Preventive Maintenance event before benefits are payable under the Maintenance Plan.

"Equipment Schedule" means the equipment-specific schedule included in or attached to a Service Agreement that identifies Covered Equipment and applicable item-specific coverage periods, limits, deductibles, Preventive Maintenance allowances, locations, and notes or exclusions.

"Effective Operation" means the ability of Covered Equipment to render the same or substantially similar service as before the Precipitating Condition and to operate within the manufacturer specifications applicable to the equipment, subject to age, condition, intended use, and item-specific limitations stated in the applicable Service Agreement or Equipment Schedule.

"Equipment Removal Agreement" means a written agreement signed or electronically accepted by Client and USMedic that removes identified equipment from coverage before the scheduled end of its applicable coverage period and states the effective removal date and any applicable fee adjustment.

"Equipment Description" means the description, identification, category, type, manufacturer, model, serial number, location, status, or other identifying information for Covered Equipment stated in the applicable Service Agreement, Equipment Schedule, or other Program Document.

"Governing Law" means the law stated in the applicable Service Agreement or legally required endorsement, subject to the Conformity with Statute provision.

"Labor" means a vendor's prevailing labor rates, not including additional expenses associated with overtime, weekend, holiday, emergency, or expedited repair, except as specifically stated in the applicable Service Agreement or Equipment Schedule or approved in writing by USMedic. Labor amounts shall not exceed generally accepted rates for comparable service in the applicable market.

"Large Loss Notification Limit" means the dollar threshold stated in the applicable Service Agreement, Equipment Schedule, or other Program Document above which You must provide notice to USMedic before authorizing or commencing service, except where emergency action is reasonably necessary to prevent further damage.

"Loss" means necessary covered Corrective Maintenance Charges incurred by You to restore Covered Equipment to Effective Operation due to a Precipitating Condition. A Loss occurs when it is discovered that a Precipitating Condition is impairing the Effective Operation of Covered Equipment.

"Loss Notification Period" means the period stated in the applicable Service Agreement, Equipment Schedule, or other Program Document within which You must provide satisfactory notice of Loss to USMedic.

"Maintenance Plan" means these Standard Terms and Conditions together with the applicable Service Agreement, Equipment Schedule, endorsements, Removal Agreements, written amendments, and other Program Documents that establish or modify the limited equipment maintenance benefits described herein.

"Maintenance Plan Fee" means the contractual amount payable by Client under the applicable Service Agreement and related Program Documents. The Maintenance Plan Fee is not a deposit, reserve, trust, escrow, loss fund, claims fund, experience account, profit share, or profit-sharing arrangement, and no portion is subject to reconciliation, refund, credit, or distribution based on claim experience, program profitability, administrative costs, underwriting results, or similar program economics, except as expressly provided for cancellation, termination, approved equipment removal, or written fee adjustment.

"Maintenance Plan Period" means the applicable coverage period stated for specific Covered Equipment in the Service Agreement or Equipment Schedule, subject to earlier termination, cancellation, suspension, or removal as permitted by the Program Documents.

"Master Equipment Schedule or MES" means the internal schedule, data file, portal record, or other written record maintained by USMedic as the consolidated administrative record of Covered Equipment, item-specific coverage periods, limits, Preventive Maintenance allowances, exclusions, deductibles, and status changes. The MES reflects executed Program Documents and cannot independently create, expand, reduce, renew, or terminate coverage.

"Maximum Plan Benefit" means the maximum total amount payable by Us under the Maintenance Plan during the applicable Maintenance Plan Period, regardless of the number of Covered Equipment items, Losses, Preventive

Maintenance events, claims, invoices, service events, or covered charges. If no Maximum Plan Benefit is stated in the applicable Service Agreement, Equipment Schedule, or other Program Document, this term does not create a plan-level maximum beyond the other applicable limits, exclusions, and conditions.

"Obsolete or Unrepairable Equipment" means Covered Equipment which: (i) a service technician determines cannot be repaired to the manufacturer's original performance specifications; (ii) We reasonably believe required repairs will not extend the useful life of the Covered Equipment through the later of six (6) months or the end of the applicable coverage period; or (iii) the parts and Labor required to repair the Covered Equipment are estimated to exceed fifty percent (50%) of its Actual Cash Value.

"Per-Equipment Benefit Limit" means the maximum amount payable for any one covered Loss or covered Preventive Maintenance event involving a specific item of Covered Equipment, subject to the Actual Cash Value of that Covered Equipment, the Maximum Plan Benefit if applicable, the applicable Service Agreement or Equipment Schedule, and all other terms of the Maintenance Plan.

"Pre-existing Condition" means any mechanical, electrical, electronic, hydraulic, pneumatic, structural, software-related, maintenance, installation, calibration, or operational defect, failure, wear, deterioration, condition, or deficiency affecting Covered Equipment that: (i) existed before the applicable coverage period; (ii) was known or reasonably should have been known to the operator, prior maintenance provider, service provider, owner, lessee, or You based on service history, diagnostics, operational performance, inspection, or prior recommendations; (iii) is evidenced by abnormal operation, active error codes, incomplete or overdue Preventive Maintenance, deferred repair recommendations, repeated service calls, or unresolved findings in prior service records; or (iv) results from improper installation, unauthorized modification, improper maintenance, or use of non-approved components, accessories, supplies, consumables, software, or procedures before coverage began.

"Precipitating Condition" means an impairment of the Effective Operation of Covered Equipment arising from a sudden or accidental electrical or mechanical failure during the applicable coverage period. A Precipitating Condition does not include any failure that results from, is caused by, or is materially contributed to by a Pre-existing Condition or an excluded cause of loss.

"Preventive Maintenance" means routine maintenance performed in accordance with written manufacturer recommendations or generally accepted engineering principles, as applicable to the Covered Equipment, for the purpose of keeping Covered Equipment operating within manufacturer specifications. Covered Preventive Maintenance is limited to the event allowances, service scope, and frequency stated in the applicable Service Agreement or Equipment Schedule.

"Program" means the USMedic equipment maintenance program established through one or more Service Agreements and provided and administered by USMedic.

"Program Documents" means the applicable Service Agreement, these Standard Terms and Conditions, Equipment Schedule, invoice, Equipment Removal Agreement, endorsement, amendment, and other written document signed or electronically accepted by Client and USMedic that establishes or modifies the Program. The internal MES, portal records, service records, written approvals, and administrative communications are Program Documents solely to the extent they evidence or administer terms established under an executed Service Agreement or other mutually accepted Program Document and do not independently modify contractual coverage.

"Pro-Rata Fee Adjustment" means any refund, credit, additional charge, or other fee adjustment expressly permitted under the Maintenance Plan or applicable Program Documents in connection with cancellation, termination, approved equipment removal, or written fee adjustment. A Pro-Rata Fee Adjustment is not a profit share, experience rebate, reserve distribution, or reconciliation of program economics.

"Service Agreement" means each executed USMedic Services Equipment Maintenance Program Service Agreement that identifies Covered Equipment, fees, coverage periods, limits, deductibles, Preventive Maintenance allowances, and other item-specific terms and incorporates these Standard Terms. Each Service Agreement applies only to the equipment identified in that Service Agreement. Multiple Service Agreements are cumulative. A Service Agreement covering the same equipment for a subsequent coverage period supersedes the prior Service Agreement for that equipment only when the subsequent coverage period begins.

"Territory" means the geographic area and covered facility location where the Maintenance Plan may apply. Unless otherwise stated in the applicable Service Agreement, Equipment Schedule, or endorsement, the Territory is the United States at the covered facility listed for the applicable Covered Equipment.

"We, Us, and Our" means USMedic.

"You and Your" means the Client identified in the applicable Service Agreement and, where the context requires, its authorized representatives, employees, agents, or permitted assigns.

III. ADMINISTRATION

1. USMedic Services and Administration. USMedic will perform the service, administrative, and operational functions under the Program and Maintenance Plan directly or through its affiliates, service providers, or other designees, including receiving notices and claim submissions; requesting documentation; reviewing, approving, denying, or adjusting claims; coordinating vendors; approving service providers; maintaining the internal Master Equipment Schedule; making or administering payments and reimbursements; coordinating Preventive Maintenance allowances; and performing related functions reasonably necessary to provide and administer the Program.
2. Affiliates and Designees. USMedic may perform its duties through affiliated companies, subcontractors, technical consultants, call centers, service networks, billing providers, claims-support providers, or other designees. Use of an affiliate or designee does not expand coverage or create any obligation not expressly stated in the Program Documents.
3. Notices to USMedic. Unless the Maintenance Plan expressly requires another method, a notice, claim submission, record, invoice, or other communication submitted to USMedic in the manner reasonably specified for the Program will be deemed submitted for purposes of the Maintenance Plan.
4. No Expansion of Coverage. No inspection, review, claim intake, claim discussion, vendor recommendation, payment estimate, report, portal entry, or administrative communication will expand coverage beyond the express written terms of the applicable Service Agreement, Equipment Schedule, these Standard Terms, and other Program Documents.

IV. EXCLUDED CAUSES OF LOSS

Unless specifically stated in the applicable Service Agreement or Equipment Schedule, We will not reimburse You for Corrective Maintenance Charges or other costs caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the Loss:

1. Physical loss or damage to Covered Equipment resulting from a peril customarily covered under commercial property or casualty insurance, except that this exclusion does not apply to a covered Precipitating Condition consisting of a sudden or accidental electrical or mechanical failure merely because such failure may also fall within the scope of equipment-breakdown insurance.
2. Flood, sewer or drain backup, water intrusion, windstorm, hail, lightning, fire, smoke, explosion, earth movement, earthquake, landslide, mudflow, or earth sinking, rising, or shifting.
3. Power surges, brownouts, voltage fluctuations, electrical spikes, phase loss, inadequate or excessive power supply, utility interruption, utility supply failure, or failure of building electrical systems.
4. Insect, vermin, rodent, animal, or pest damage to Covered Equipment.
5. Pre-existing Conditions, whether known or unknown, disclosed or undisclosed, discoverable or not discoverable at coverage inception.
6. Obsolescence, lack of parts availability, lack of manufacturer support, end-of-life status, end-of-service status, unsupported software or firmware, or inability to obtain qualified service.
7. War, undeclared war, civil war, insurrection, rebellion, revolution, terrorism, hostile or warlike action, confiscation, seizure, destruction or use for military purpose, or any consequence of any of the foregoing. Discharge of a nuclear, biological, chemical, or radiological weapon will be deemed a warlike act even if accidental.
8. Radioactive contamination, ionizing radiation, nuclear reaction, nuclear fuel, nuclear waste, nuclear installation, nuclear reactor, nuclear assembly, nuclear component, or any weapon employing atomic or nuclear fission, fusion, radioactive force, or radioactive matter.
9. Vandalism, defacement, malicious mischief, intentional damage, disappearance, theft, conversion, or any willful act of malicious intent.
10. Willful, fraudulent, dishonest, criminal, or intentionally wrongful act or omission by You, Your employees, contractors, operators, agents, or representatives.
11. Ordinances, regulations, statutes, laws, court orders, governmental actions, code requirements, accessibility requirements, environmental requirements, licensing requirements, or other legal or regulatory mandates.

12. Abuse, misuse, neglect, lack of reasonable care, improper operation, failure to follow manufacturer instructions or usage protocols, use outside rated capacity, use in an improper environment, or failure to maintain protective safeguards or required environmental conditions.
13. Application software, operating system software, firmware, software viruses, malware, ransomware, cyberattacks, malicious code, unauthorized network or system access, unauthorized changes, software conflicts, software updates, software patches, IP updates, data loss, data restoration, reprogramming, recalibration, breach notification, or related cyber, data, or network costs.
14. Vendor, contractor, subcontractor, OEM, third-party service provider, in-house repair staff, facility staff, or operator error; faulty workmanship; improper installation; improper maintenance; negligence; or fraud.
15. Any cause, condition, event, exposure, peril, or cost that is excluded elsewhere in the Maintenance Plan, applicable Service Agreement, or Equipment Schedule.

V. EXCLUDED COSTS

Unless specifically stated in the applicable Service Agreement or Equipment Schedule, We will not reimburse You for the direct or indirect cost of any of the following:

1. Replacement of operating supplies, consumables, limited-life parts, disposables, expendables, accessories, attachments, optional equipment, or user-replaceable items.
2. Improvements, updates, upgrades, cosmetic restorations, preferential equipment adjustments, retrofits, overhauls, refurbishment, modernization, code upgrades, or correcting conditions of obsolescence.
3. Expenses incurred for functions, cleaning, calibration checks, checks of user controls, routine adjustments, or services normally performed by the equipment operator or by Your facility staff.
4. Maintaining, repairing, modifying, or replacing Covered Equipment mounting hardware, supports, fixtures, furniture, cabinetry, facility infrastructure, room shielding, plumbing, electrical systems, HVAC systems, network systems, data systems, gas lines, or building systems.
5. Trace gas analysis, safety checks, certifications, accreditations, regulatory inspections, calibrations, physics surveys, dosimetry, quality assurance testing, or Preventive Maintenance in excess of the maximum allowances or applicable limits stated in the applicable Service Agreement or Equipment Schedule.
6. Biohazard decontamination, radiation cleanup, removal of bodily fluids, infection-control response, specialized cleaning, hazardous material handling, medical waste handling, transportation, storage, or disposal.
7. Preventive Maintenance that was required, overdue, recommended, scheduled, or deferred before the applicable coverage period for the affected Covered Equipment, or that is required after the applicable coverage period ends.
8. Repairs, services, expenses, or losses associated with any defect, failure, or condition that originates from or relates to a Pre-existing Condition, regardless of when the resulting breakdown, impairment, or Loss occurs.
9. Repairs, services, expenses, or losses associated with Obsolete or Unrepairable Equipment, except to the extent expressly provided in the Obsolete or Unrepairable Equipment condition below.
10. Except as specifically stated in the applicable Service Agreement or Equipment Schedule, repair or replacement of X-ray tubes, pick-up tubes, image intensifiers, glassware, transducers, probes, magnets, crystals, wave guides, shock wave generators, magnetrons, klystrons, thyratrons, fiber optics, laser systems, lights, uninterrupted power supplies, drums, copier drums, laser imaging drums, MRI magnets, coils, batteries, battery cells, or electrodes.
11. Any costs or expenses arising from or related to an MRI quench, helium loss, liquid helium, cryogens, magnet ramping, magnet stabilization, magnet recertification, or related MRI recovery activities.
12. Loaner charges, rental fees, substitute equipment, temporary equipment, expedited freight, expedited service premiums, emergency service premiums, overtime, weekend, holiday, or after-hours charges, unless specifically approved in writing by USMedic before such charges are incurred.
13. Repairs, services, or expenses associated with de-installation, rigging, movement, relocation, storage, warehousing, crating, shipping for relocation, re-installation, site preparation, facility modification, or installation of Covered Equipment.
14. Costs to repair or replace a pair, set, system, assembly, or multi-part item beyond the impaired component. If there is a Loss to Covered Equipment that is part of a pair or set, We will pay only for the costs to repair the impaired Covered Equipment. If there is a Loss to a part of Covered Equipment that consists of several parts, We will pay only for the Loss to that broken part.

15. Delay, loss of market, loss of use, loss of revenue, lost profits, business interruption, extra expense, patient rescheduling, procedure cancellation, loss of goodwill, reputational harm, penalties, fines, liquidated damages, or consequential, incidental, special, exemplary, or punitive damages.
16. Any amount payable by, covered by, reimbursable from, or that would have been payable by or reimbursable from another person or entity, including any warranty, manufacturer obligation, recall, goodwill program, insurance policy, indemnity, service agreement, maintenance agreement, lease obligation, vendor obligation, or other third-party responsibility, whether collectible or not.
17. Taxes, assessments, fees, penalties, charges, or other amounts not directly associated with covered Corrective Maintenance Charges or covered Preventive Maintenance events.
18. Any cost, fee, expense, charge, or service that is not expressly covered by this Maintenance Plan.

VI. CONDITIONS OF COVERAGE

1. Maximum Plan Benefit. If a Maximum Plan Benefit is stated in the applicable Service Agreement, Equipment Schedule, or other Program Document, We will not be liable for more than the Maximum Plan Benefit during the applicable Maintenance Plan Period. The Maximum Plan Benefit is not a fund held for Client and does not entitle Client to any reconciliation, refund, credit, distribution, or payment except for covered benefits expressly payable under the Maintenance Plan.
2. Covered Equipment Limit of Liability. The most We will pay for any one covered Loss or covered Preventive Maintenance event is the lesser of: (i) the Actual Cash Value of the Covered Equipment at the time of Loss or service; (ii) the applicable Per-Equipment Benefit Limit stated in the Service Agreement, Equipment Schedule, or other Program Document; or (iii) the remaining Maximum Plan Benefit, if any.
3. Maintenance Plan Fee; No Reconciliation. The Maintenance Plan Fee is payable as stated in the applicable Service Agreement and related Program Documents. The Maintenance Plan Fee is not a client-owned account, claim fund, deposit, reserve, or experience-rated arrangement. No refund, credit, distribution, or adjustment is owed based on claim experience, program profitability, administrative costs, underwriting results, or similar program economics, except as expressly provided for cancellation, termination, approved equipment removal, or written fee adjustment.
4. Deductible. No Deductible applies unless expressly stated in the applicable Service Agreement, Equipment Schedule, or other Program Document. If a Deductible applies, You are responsible for the Deductible, and We will pay only covered amounts in excess of that Deductible, subject to all applicable limits.
5. Maintenance Plan Period and Territory. The Maintenance Plan applies only to Losses and covered Preventive Maintenance events that occur: (i) during the applicable coverage period for the specific item of Covered Equipment stated in the Service Agreement or Equipment Schedule; and (ii) while the Covered Equipment is within the Territory and at the listed covered facility, unless otherwise approved in writing by USMedic.
6. No Duty to Repair, Replace, or Guarantee Uptime. The Maintenance Plan is a limited service-payment arrangement. USMedic does not guarantee that Covered Equipment can be repaired, that replacement parts will be available, that any service provider will respond within a particular time, that any repair will be successful, or that Covered Equipment will remain continuously operational.
7. Concealment or Fraud. At Our discretion, We may cancel or void the Maintenance Plan, decline coverage, remove equipment from coverage, or seek reimbursement for amounts paid if You intentionally concealed or misrepresented a material fact or circumstance; engaged in fraudulent conduct or false swearing; submitted materially inaccurate claim information; or knew of a condition affecting Covered Equipment, including a Pre-existing Condition, that was not disclosed in writing before coverage became effective.
8. Loss Settlement. We will not reimburse You for: (i) any amount in excess of the applicable limit; (ii) any Loss not reported during the Loss Notification Period; (iii) any increase in repair cost caused by ordinance, law, regulation, or code requirement; (iv) rental, loaner, or substitute equipment; (v) any claim or group of claims relating to the same failure that exceeds the applicable limit; or (vi) after-hours, expedited, emergency, overtime, weekend, or holiday charges unless specifically approved in writing by USMedic.
9. Reasonable Cost and Alternative Service Options. USMedic may review cost reasonableness, service necessity, part availability, repair feasibility, service history, maintenance status, and alternative service options. For any Loss expected to exceed the Large Loss Notification Limit, USMedic may obtain an alternative proposal at Our expense using OEM-compliant parts and services, and reimbursement may be limited to the reasonable cost of an approved repair option.

10. Claim Review and Reconsideration. If You disagree with an initial determination regarding eligibility, scope, or reimbursement amount, You may request reconsideration by written notice within thirty (30) days after receipt of the claim decision. The request must include supporting documentation reasonably necessary to review the issue. USMedic will conduct an internal review and provide a written response within a reasonable period. Reconsideration does not create a binding appeal right, expand coverage, or waive any exclusion, limitation, or condition.
11. Obsolete or Unrepairable Equipment. If USMedic determines that Covered Equipment has become Obsolete or Unrepairable Equipment and is no longer capable of being serviced under the Maintenance Plan, USMedic may notify You in writing, discontinue coverage for that equipment, update the internal MES, and make any applicable Pro-Rata Fee Adjustment, less earned fees, unpaid amounts, and amounts paid or payable with respect to that equipment during the current coverage period, to the extent permitted by law. Such adjustment is the sole and exclusive remedy for discontinuation of coverage for Obsolete or Unrepairable Equipment.
12. Protective Safeguards and Physical Environment. You must maintain throughout each Maintenance Plan Period all protective safeguards and environmental conditions reasonably required for the Covered Equipment, including temperature, humidity, dust, power quality, network security, room conditions, cleaning, ventilation, and other manufacturer-recommended conditions. Upon discovery of a Precipitating Condition, You must take all reasonable steps to minimize the extent of Loss and preserve any undamaged or defective parts for inspection.
13. Maintenance Compliance. You must operate, maintain, clean, calibrate, inspect, and service Covered Equipment in accordance with manufacturer recommendations, applicable service records, generally accepted engineering principles, the applicable Service Agreement or Equipment Schedule, and any written requirements issued by USMedic. Failure to maintain adequate service records or complete required Preventive Maintenance may be grounds for denial of any related Loss.
14. Alteration of Risk. You must provide written notice to USMedic before, or as soon as reasonably possible after, any material change affecting Covered Equipment or the risk assumed under this Maintenance Plan, including relocation, installation changes, nearby construction, change in use, change in operating environment, significant utilization change, lapse in required maintenance, or change in ownership, possession, or control. Such change may be grounds for amendment, suspension, removal, or other adjustment of coverage.
15. Subrogation and Recovery Rights. In the event of any payment under this Maintenance Plan, We will be automatically subrogated to all of Your rights of recovery against any person, organization, manufacturer, contractor, service provider, insurer, warranty provider, or other third party to the extent of Our payment. You must execute documents and take reasonable steps necessary to secure and transfer those rights. You must not prejudice, release, impair, waive, or settle such rights without Our written consent.
16. Voluntary Payments. You must not, except at Your own expense, voluntarily make payments, assume obligations, pay or offer rewards, settle claims, authorize non-emergency work above the Large Loss Notification Limit, or incur other claim-related expenses without USMedic's prior written approval, except as reasonably necessary to protect Covered Equipment from further damage.
17. Notice of Loss. If You expect the cost to restore Covered Equipment may exceed the Large Loss Notification Limit, You must report the Loss to USMedic before authorizing or commencing service, except where emergency action is reasonably necessary to prevent further damage. In all cases, You must give satisfactory notice of Loss within the Loss Notification Period. Notice must include the Covered Equipment involved, description of the Loss, vendor service report, vendor invoice, and any other documentation reasonably requested by USMedic.
18. Claim Documentation. You must provide complete, accurate, and legible documentation reasonably requested by USMedic, including service history, Preventive Maintenance records, diagnostic records, photographs, invoices, technician reports, part information, warranty information, maintenance contracts, utilization records, and proof of payment if reimbursement to You is requested.
19. Equipment Enrollment and Removal. Equipment becomes Covered Equipment only through an executed Service Agreement identifying that equipment and an applicable coverage start date. Equipment may be removed before the scheduled coverage end date only through an Equipment Removal Agreement, written termination notice authorized by the Program Documents, or another written agreement accepted by Client and USMedic. An entry, change, or omission in the internal MES cannot independently create, expand, reduce, renew, or terminate coverage.

20. Equipment Validation and Acceptance Period. During the first ninety (90) days following the coverage commencement date for any Covered Equipment, USMedic reserves the right to evaluate the equipment's service history, operational condition, maintenance status, utilization, documentation, and serviceability. If the equipment exhibits a material maintenance deficiency, elevated service exposure, undisclosed condition, or characteristic inconsistent with the pricing or service assumptions applicable to that equipment, USMedic may require corrective action, propose item-specific modifications or limitations, or discontinue coverage for the affected equipment. Any material modification to item-specific pricing, limits, or coverage will become effective only upon Client's written acceptance. If Client does not accept the proposed modification, USMedic may discontinue coverage for the affected equipment and make the applicable Pro-Rata Fee Adjustment. If USMedic discontinues coverage during the Equipment Validation and Acceptance Period for reasons other than Client fraud, material misrepresentation, nondisclosure, or a Pre-existing Condition, USMedic will make an applicable Pro-Rata Fee Adjustment for the affected equipment, less earned fees, unpaid amounts, amounts previously credited, taxes or charges that are not refundable, and amounts paid or payable by USMedic in connection with the Maintenance Plan or the affected Covered Equipment, to the extent permitted by applicable law.
21. Pre-existing Conditions—Remediation Option. If a claim submission, service request, inspection, diagnostic review, vendor service report, or review conducted during the Equipment Validation and Acceptance Period reveals a Pre-existing Condition affecting Covered Equipment, USMedic may deny coverage for any Loss, repair, service, or expense arising from or relating to that condition or, at Our sole discretion, offer You the option to remediate the condition at Your sole cost. If remediation is offered and accepted, coverage for the affected equipment remains excluded with respect to the identified Pre-existing Condition unless and until the corrective work approved by USMedic has been completed, all remediation costs have been paid by You, and USMedic confirms in writing that the condition has been satisfactorily corrected. Completion of remediation does not create retroactive coverage for any Loss, repair, service, expense, or condition occurring or existing before USMedic's written confirmation.
22. Abandonment. There can be no abandonment to Us of any Covered Equipment, damaged property, parts, components, accessories, supplies, or salvage.
23. Property of Others. Losses to Covered Equipment owned by others but in Your care, custody, or control may be adjusted with and paid to You on behalf of the owner or directly to the owner, at Our discretion. If We pay the owner, We do not have to pay You for the same Loss.
24. Warranties, Maintenance Contracts, Service Agreements, and Other Recovery Sources. This Maintenance Plan is excess over, and will not apply to, any loss, expense, repair, service, part, labor, Preventive Maintenance event, replacement, or other amount covered or payable under any manufacturer warranty, extended warranty, service agreement, maintenance agreement, insurance policy, indemnity, lease obligation, recall, settlement, goodwill program, vendor obligation, or other third-party responsibility, whether collectible or not. The terms of any third-party agreement do not bind Us unless We agree in writing.
25. Cooperation. You must cooperate with USMedic in performing all acts reasonably required by the Maintenance Plan, including claim review, inspection, recovery, subrogation, appraisal, and documentation.
26. Appraisal. If You and We disagree only on the amount of Loss, Actual Cash Value, or reasonable cost to repair Covered Equipment, either party may demand appraisal by written notice. Each party will select a competent, independent appraiser within twenty (20) days after receipt of the demand. The two appraisers will select a competent, impartial umpire. A written agreement by any two of the three will establish the disputed amount. Appraisal determines amount only and does not determine coverage, exclusions, conditions, causation, liability, or legal issues. Each party will pay its own appraiser and will share umpire and appraisal expenses equally unless otherwise required by law.

VII. GENERAL PROVISIONS

1. In-House Labor Reimbursement. In consideration of the fees charged under the Maintenance Plan, members of Your staff may perform Labor to restore Covered Equipment to Effective Operation following a Loss only when pre-approved in writing by USMedic. You warrant that staff used to perform such Labor have the necessary skill, experience, training, licenses, and certifications required for the work. Reimbursement for approved in-house Labor will be at the rate of $150.00 per hour for actual hours of Labor performed, unless a different rate is stated in the applicable Service Agreement or Equipment Schedule or approved in writing by USMedic.

2. Assignment. The Maintenance Plan may not be assigned by Client without USMedic's written consent. USMedic may assign a Service Agreement or its rights and duties to an affiliate, successor, purchaser of substantially all relevant assets or business, or another entity that assumes USMedic's applicable obligations, subject to applicable law.
3. Cancellation and Non-Renewal. Except as provided in the applicable Service Agreement, or required by law, the Maintenance Plan is non-cancellable except for cause based on one or more of the following: (i) the Maintenance Plan Fee has not been paid when due; (ii) discovery of fraud or material misrepresentation in obtaining coverage or presenting a claim; (iii) discovery of an act, omission, or violation of a condition that substantially and materially increases the covered hazard; (iv) material physical change in Covered Equipment that makes it unserviceable or materially increases risk; or (v) a good-faith belief, with sufficient cause, that there is a probable risk or danger that You will destroy or permit destruction of Covered Equipment for the purpose of collecting benefits. Notice will be provided as required by the applicable Service Agreement and law. USMedic may renew or decline to renew coverage at its discretion, subject to applicable law. You may terminate the applicable Service Agreement if USMedic materially breaches its express obligations and fails to cure the breach within thirty (30) days after written notice, or such longer period as is reasonably necessary if cure has commenced and is diligently pursued.
4. Pro-Rata Fee Adjustment. Any Pro-Rata Fee Adjustment, if applicable, will be calculated as soon as practical after cancellation, termination, or approved item removal, less earned fees, unpaid amounts, amounts previously credited, taxes or charges that are not refundable, and amounts paid or payable by USMedic in connection with the Maintenance Plan or the affected Covered Equipment, to the extent permitted by applicable law. Payment or tender of any Pro-Rata Fee Adjustment is not a condition of cancellation unless required by law.
5. Waiver. No waiver of any provision of the Maintenance Plan is effective unless set forth in writing by the party granting the waiver. A waiver applies only to the specific circumstance for which it is given. No course of dealing, oral statement, inspection, service-provider recommendation, claim discussion, delay, failure to enforce, or payment will waive any term or right.
6. Inspections. USMedic has the right, but is not obligated, to inspect Covered Equipment, service records, maintenance records, and related operations at reasonable times, subject to applicable security procedures and operational restrictions. An inspection or resulting advice, report, recommendation, approval, or failure to inspect does not warrant that Covered Equipment or operations are safe, healthful, serviceable, insurable, or compliant with laws, rules, regulations, or manufacturer standards. Inspections and reports are for USMedic's benefit and Program purposes.
7. Reimbursements. Covered Corrective Maintenance Charges or covered Preventive Maintenance expenses will be paid directly to the vendor or reimbursed to You, as determined by USMedic, within thirty (30) days after receipt and approval of all required documentation, subject to any offset, limit, Deductible, third-party recovery, or other applicable condition.
8. Suspension of Coverage. In addition to any right of cancellation, USMedic may suspend coverage if You fail to pay any portion of the Maintenance Plan Fee within thirty (30) days after the date due, subject to applicable law. During any suspension period, no Loss, service event, Preventive Maintenance event, or other expense is covered. Full payment of outstanding amounts may be required to reactivate coverage. The coverage period will not be extended as a result of suspension.
9. Clinical, Operational, and Consequential Matters. USMedic is not responsible for clinical decisions, patient care, procedure delays, patient rescheduling, accreditation issues, regulatory reporting, medical judgment, loss of data, loss of use, loss of revenue, loss of profits, business interruption, operational disruption, or consequential, incidental, special, exemplary, or punitive damages arising out of equipment failure, service delay, claim handling, parts availability, or inability to repair Covered Equipment, except to the extent such limitation is prohibited by law.
10. Force Majeure. Neither Client nor USMedic will be liable for delay or failure in performance, other than payment obligations, caused by events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, labor disruption, utility failure, cyber incident, supply-chain disruption, vendor delay, government action, epidemic, pandemic, or unavailability of parts or qualified service. Affected performance will be suspended for the duration of the event. Force majeure does not expand coverage or create any uptime, replacement, or business-continuity obligation.
11. Confidential Information. Either Client or USMedic may receive trade secrets or confidential or proprietary information of the other, including operational information, data, processes, pricing, equipment inventories,

claim information, reports, and service histories. The receiving party may use Confidential Information only to perform, receive, or administer the Program and may disclose it only to employees, affiliates, professional advisers, subcontractors, service providers, insurers, regulators, or other persons with a need to know for Program administration, legal, accounting, regulatory, insurance, or claim purposes. These obligations survive for seven (7) years after termination, and trade-secret obligations survive for so long as the information remains a trade secret. Confidential Information does not include information that is publicly available through no breach, already lawfully known without restriction, independently developed without use of the information, or lawfully received from a third party without restriction.

12. Patient Information; Privacy; Data Security. Client shall not intentionally provide protected health information as defined under HIPAA ("PHI") to USMedic unless the parties have executed an appropriate business associate agreement or otherwise agreed in writing. If PHI is inadvertently provided, USMedic will use commercially reasonable efforts to safeguard it and notify Client so the parties can determine an appropriate disposition. Each party will maintain commercially reasonable administrative, technical, and physical safeguards for non-public information within its possession or control and will reasonably cooperate regarding confirmed unauthorized access that materially affects the other party.
13. Indemnification. USMedic shall indemnify, defend, and hold harmless Client and its officers, directors, employees, and agents from third-party claims to the extent arising from USMedic's gross negligence or willful misconduct, material breach of a Service Agreement, or violation of law in performing its services, except to the extent the claim arises from equipment failure, an independent service-provider act, clinical operation, patient care, or a Client act or omission. Client shall indemnify, defend, and hold harmless USMedic and its affiliates, officers, directors, employees, subcontractors, designees, and agents from third-party claims to the extent arising from Client's gross negligence or willful misconduct; breach of a Program Document; violation of law; equipment operation or use; clinical services or patient care; facility conditions; unauthorized service activity; inaccurate or incomplete equipment or claim information; improper disclosure of PHI; or acts or omissions of Client's employees, contractors, operators, or agents. The indemnified party shall provide prompt notice, reasonably cooperate at the indemnifying party's expense, and permit the indemnifying party to control the defense and settlement, subject to customary protections against admissions of fault or non-monetary obligations.
14. Insurance. USMedic will maintain commercially reasonable insurance for its services, including commercial general liability insurance with limits of at least $2,000,000 per claim and $5,000,000 in the aggregate, workers' compensation as required by law, and professional liability or errors and omissions coverage appropriate for its services. USMedic will require its service providers to maintain insurance appropriate to the services they perform. Upon reasonable request, USMedic will provide certificates of insurance.
15. Limitations of Liability. Nothing in this Section limits Client's obligation to pay the Maintenance Plan Fees and all other amounts due under the Program Documents, including any applicable interest, collection costs, or other payment remedies expressly provided therein. Neither Client nor USMedic will be liable to the other for lost profits, loss of revenue, loss of use, business interruption, loss of goodwill, loss of data, patient rescheduling, procedure cancellation, or special, exemplary, punitive, incidental, indirect, or consequential damages arising out of or relating to a Service Agreement, the Program, equipment failure, service delay, claim administration, or Maintenance Plan services, even if advised of the possibility of such damages. Except for USMedic's express obligation to provide or pay for covered Corrective Maintenance and Preventive Maintenance and liabilities that cannot lawfully be limited, USMedic's aggregate liability to Client arising out of or relating to the Program, a Service Agreement, or services other than covered Corrective Maintenance and Preventive Maintenance will not exceed the Maintenance Plan Fees paid under the applicable Service Agreement during the twelve (12) months immediately preceding the event giving rise to the claim. USMedic's obligation to provide or pay for covered Corrective Maintenance and Preventive Maintenance remains subject to all applicable limits, exclusions, deductibles, and conditions of the Maintenance Plan.
16. Records. Each party will maintain accurate records reasonably necessary to demonstrate compliance with the Program Documents for the applicable coverage period and for four (4) years thereafter, or longer if required by law. Records concerning claim eligibility, service events, Maintenance Plan services, and equipment status may be retained by USMedic or its designees for Program administration, legal, accounting, regulatory, insurance, and recovery purposes.
17. Notices; Electronic Records; Version Control. Notices must be in writing and delivered in the manner stated in the applicable Service Agreement or otherwise reasonably specified by USMedic for the Program. Electronic

signatures, electronic acceptance, portal records, and electronic delivery are binding. USMedic will preserve or be able to reproduce the version of these Standard Terms incorporated into each Service Agreement. A later website revision does not amend an existing Service Agreement unless accepted through a signed amendment, subsequent Service Agreement, endorsement, Removal Agreement, or other authorized written Program Document.

18. Compliance with Laws. Each party shall, at its own expense, comply with all applicable local, state, and federal laws, ordinances, codes, rules, sanctions requirements, and regulations pertaining to its obligations under this Maintenance Plan.
19. Governing Law. The Maintenance Plan and each Service Agreement will be governed by and interpreted according to the law stated in the applicable Service Agreement or endorsement. If no governing law is stated, Texas law applies without regard to conflict-of-law principles.
20. Dispute Resolution. Except for appraisal of amount disputes as provided above, any controversy or claim arising out of or relating to the Maintenance Plan, a Service Agreement, or the breach thereof will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless prohibited by law or modified by the applicable Service Agreement. Judgment on the award may be entered in any court having jurisdiction. The place of arbitration will be Fort Worth, Texas, unless otherwise stated in the applicable Service Agreement or required by law. The arbitration will be conducted by a single arbitrator. Each party will bear its own costs and an equal share of the arbitrator's and administrative fees, unless the arbitrator determines otherwise or applicable law requires otherwise.
21. No Third-Party Beneficiaries. Except for rights expressly granted to an owner of Covered Equipment under the Property of Others provision or protections expressly extended to an indemnified person, the Program Documents do not create rights in favor of patients, operators, vendors, lenders, lessors, owners, employees, or other third parties.
22. Entire Agreement and Order of Precedence. The applicable Service Agreement, Equipment Schedule, these Standard Terms, legally required endorsements, Removal Agreements, signed amendments, and other applicable Program Documents constitute the agreement governing the Program and limited coverage described herein. In the event of conflict, the order of precedence is: (i) any legally required state-specific endorsement; (ii) a signed amendment; (iii) the applicable Service Agreement and Equipment Schedule; (iv) a later Removal Agreement, solely as to the affected equipment; (v) these Standard Terms; and (vi) other Program Documents. The internal MES is an administrative record only and does not control over an executed Program Document. A Client purchase order is accepted solely for administrative convenience, and additional or inconsistent purchase-order terms are rejected.
23. Delegation. USMedic may perform its obligations through affiliates, subcontractors, service providers, and designees, subject to the terms of this Maintenance Plan.
24. Amendment. A Service Agreement or the Maintenance Plan may be altered, modified, or amended only by a written amendment, endorsement, subsequent Service Agreement, Equipment Removal Agreement, or other written record signed or electronically accepted by both Client and USMedic. USMedic may update the internal MES, correct clerical or administrative errors, and issue notices or legally required endorsements without additional Client signature, provided that no such action independently increases the Maintenance Plan Fee or materially reduces coverage, limits, or Client rights during an existing coverage period except as otherwise expressly permitted by the Maintenance Plan.
25. Conformity with Statute. Any provision of this Maintenance Plan that conflicts with an applicable statute, rule, regulation, or binding governmental requirement is amended to conform to the minimum requirements of that law, but only to the extent of the conflict and only in the jurisdiction where the law applies.
26. Severability. If any provision of this Maintenance Plan is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect to the maximum extent permitted by law.
27. Headings. Headings are for convenience only and do not alter, limit, or expand the meaning of any provision.
28. Acceptance. These Standard Terms are accepted and binding upon execution or electronic acceptance of a Service Agreement that incorporates them by reference. Multiple active Service Agreements are cumulative. A Service Agreement covering the same equipment for a subsequent coverage period governs that equipment beginning on the first day of the subsequent coverage period, while the prior Service Agreement continues to govern matters arising during its own coverage period.