

DirectCARE BASIC SERVICE AGREEMENT SERVICE RATES AND POLICIES

BACKGROUND. Bayer Inc. is referred to herein as “Bayer” and agrees to provide services to Customer under the terms and conditions set forth in this Agreement. The terms “Customer”, “you”, “your” refer to the applicable customer of the services provided by Bayer hereunder. The term “Agreement” refers to, collectively, the terms and conditions contained in this document, each quotation delivered to you by Bayer for services hereunder and each purchase order delivered by you pursuant to this Agreement. The terms “herein”, “hereof” and “hereunder” each refer to this Agreement.

SERVICES. The services provided by Bayer under this Agreement include, but are not limited to, the following offerings:

- Bayer Equipment Services PM available 9AM – 5PM M/F
- Verification and recalibration per factory specifications
- Software updates
- PM certified parts replacements
- Complete inspection and safety testing
- Onsite service by a Bayer Equipment Services certified field representative 9AM – 5PM M/F
- Full warranty coverage for the term of the Agreement including Travel, Labour and Parts
- 24/7/365 phone support through our Technical Assistance Center
- VirtualCARE® Remote Support

MODIFICATIONS. No amendment, waiver or other modification to the terms hereof (including prices) will be binding on Bayer unless it is in writing and signed by duly authorized representatives of each party or unless as otherwise expressly set forth herein. Bayer is not responsible for typographical errors.

ACCEPTANCE. Bayer's services are sold only under, and are governed by, the terms and conditions stated in this Agreement. The acceptance commences upon Bayer's receipt of a signed copy of a Quotation and/or Purchase Order Number and, in either such case, you hereby accept and agree to be bound by the terms and conditions contained herein. This Agreement shall remain in full force for the term specified in the Quotation unless terminated earlier in accordance with its provisions. These terms and conditions shall control in all instances and shall take precedence over any conflicting or inconsistent terms or conditions contained in quotation, acknowledgement, invoice or other document issued by anyone other than Bayer.

CUSTOMER OBLIGATIONS. Customer shall: (a) cooperate with Bayer in all matters relating to the services provided hereunder and provide such access to Customer's premises and facilities as may reasonably be requested by Bayer, for the purposes of performing the services; (b) respond promptly to any request of Bayer to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Bayer to perform the services; (c) provide such materials or information as Bayer may reasonably request in order for Bayer to carry out the services in a timely manner and the Customer shall ensure that such materials or information are complete and accurate; and (d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Customer's use and receipt of the services.

PRICING. Prices are based on costs and conditions existing on the date of this Agreement and are valid until the expiration date listed on the quote. All payments are due net thirty (30) days from shipment on the total invoiced amount. If you fail to pay any amount hereunder when due, in addition to all other remedies available under this Agreement or at law, all such payments will bear interest at a rate of 2% calculated daily starting on the date such payment is due until and including the date the overdue amount plus the interest is paid. Unless

otherwise agreed to in writing by the parties, payment shall be received into Bayer's bank by the due date of the invoice via Electronic Funds Transfer (EFT) transmission only. Please contact Bayer's Credit Services team at creditservices.canada@bayer.com for assistance with the EFT enrollment process. Customer shall be responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) and any other similar taxes and charges on any amounts payable by Customer hereunder.

WARRANTY.

WARRANTY ON REPAIRS. All materials, labour and service provided hereunder are warranted to be free of defects in material or workmanship for the longer of the term of this Agreement or ninety (90) days from the date provided.

FULL WARRANTY PERIOD. There will be no charge, for the period stated in the applicable quote, for any action (parts, labour, travel) deemed necessary by Bayer to service the equipment, excluding those items listed under "Exceptions.". Bayer will perform on-site corrective maintenance during normal working hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding Bayer observed holidays. Customer shall pay, as an additional charge for on-site Corrective Maintenance, all field labour and travel time, outside normal hours at Bayer's current service rates.

VIRTUALCARE REMOTE SERVICE. As applicable, Bayer may provide remote diagnostic and monitoring services on the products under this Agreement using Bayer's proprietary hardware and software. In the event this Agreement is terminated or is not renewed, then within sixty (60) days following the date of the Agreement termination or expiration, Bayer will restrict the VirtualCARE connection to the injection system. If the VirtualCARE system is muted by Bayer or taken offline by the Customer, Bayer will no longer continue its current practice of automatic remote monitoring and error code detection, or proactive event assessment and diagnostics. Customer understands that the VirtualCARE connection may still exist but that no Customer information will be relayed to Bayer from the Customer systems.

EXCEPTIONS. The warranties contained in this Agreement do not cover:

- a) Equipment that is determined by Bayer to be non-functional at the time of initial service or annual predictive maintenance and has become non-functional due solely to Customer's negligence is not covered by this Agreement. In such a case, Bayer reserves the right to charge an additional fee to cover labour, travel, and parts for any equipment which is non-functional at the time of the initial service or annual predictive maintenance.
- b) Products that have been modified, improperly installed, stored, handled or maintained, or improperly interfaced with other equipment. These conditions could jeopardize product operation, safety or reliability. This includes any work performed on the product by any party other than a Bayer authorized service provider, or any parts or modules installed on the product not provided by a Bayer authorized service provider.
- c) Any claim caused by the use of non-Bayer or non-approved accessories (such as non-Bayer disposables or in the case of any PET/CT product, the use of vials or vial shields that are not approved by Bayer and products not installed and serviced by a certified and approved Bayer personnel) shall not be covered by this warranty and Bayer is relieved from any further obligation. The use of accessories in connection with the equipment may jeopardize functionality, reliability or operator and patient safety.
- d) Damage, malfunction, or incorrect injections resulting from the use of non-Bayer syringes and/or tubing sets (e.g., transfer sets, patient lines, Y-connectors, T-connectors, other extension sets) - i.e., spilling of contrast, leakage, pressure, flow rates, or volumes not agreeing with injector settings, etc.
 - I. This Agreement does not cover injector heads that are damaged due to spilling of contrast (contrast fouling) when non-Bayer syringes and/or tubing are used.

II. Upon replacement, the injector head will be warranted for 90 days or the balance of the Agreement in effect, whichever is longer, subject to these Exceptions.

- e) Malfunction or damage due to abuse, misuse or spilling of contrast, blood or other substances; or operator error in failing to follow specific provisions of the product operation manual.
- f) Failures caused by network outages or improper network configuration.
- g) Damage caused by fire, floods or other disasters commonly defined as “acts of God” or other Force Majeure Events (as defined below).
- h) Any ceiling or wall support structure used to mount or support an Injector Head Counterpoise System improper installation of such structure (by anyone other than Bayer) and any failure of such to meet Bayer’s requirements in its terms and manual (such as the requirements for level and plumb and/or loading).

In all of these out of warranty instances, Bayer will provide service to the product, at Customer’s request, upon the terms of this Agreement. However, Customer must agree to pay Bayer for required labour, either in-house or on-site (including all travel time and taxes), and any material(s) required at Bayer’s current list prices and labour rates.

PREDICTIVE MAINTENANCE SCHEDULE. Bayer shall perform Predictive Maintenance (PM) on the product(s) during the hours of 9:00 AM and 5:00 PM, Monday through Friday (PM Hours), excluding Bayer observed holidays, unless otherwise indicated in the terms of this Agreement. Bayer will perform Predictive Maintenance within the first sixty (60) days of the effective date of the Agreement or within twelve (12) months from the last PM provided by Bayer, unless otherwise agreed. Predictive Maintenance performed outside of PM Hours will be charged Bayer’s current after-hour service rate.

WARRANTY EXCLUSIONS; LIMITATION OF LIABILITY. EXCEPT AS PROVIDED IN THE ABOVE WARRANTY SECTION, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL BAYER BE LIABLE FOR ANY LOST PROFITS, DAMAGES FOR BUSINESS INTERRUPTION OR INCIDENTAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR OPERATIONS OF BAYER’S PRODUCT OR SERVICE. IN NO EVENT IS BAYER RESPONSIBLE FOR DAMAGES THAT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BAYER FOR THE PRODUCT OR SERVICE FURNISHED, OR TO BE FURNISHED, PURSUANT TO THIS AGREEMENT.

CANCELLATION. Bayer may terminate this Agreement with immediate effect by giving written notice to Customer if (a) payment has not been made by the due date, (b) Customer is in material breach of the terms of this Agreement (it being understood that the Customer’s failure to pay any amount hereunder when due constitutes a material breach), or (c) Customer does not give Bayer access to the product at the scheduled time for service. Either party may terminate this Agreement at any time, for any other reason, by at least giving sixty (60) days’ prior written notice to the other party. If the Agreement is terminated for any reason other than as contemplated in the first sentence of this paragraph, Bayer shall refund to Customer an amount equal to the amount prepaid for service for that year less the assessed value of any Predictive Maintenance (PM) performed and the assessed value of any services provided on or prior to the date that the Agreement is terminated. If the PM was performed and at least one onsite emergency service event was performed during the Agreement period, the Agreement shall be considered fulfilled and no refund for that service year will be due to Customer.

FORCE MAJEURE. Bayer will not be responsible for delays or non-performance of its obligations hereunder directly or indirectly caused by any acts of God, fire, explosion, flood, war, accident, action by governmental authority, epidemics, pandemics, hostilities, inability to procure supplies and raw materials, delays in transportation, work stoppage, court order, and any other causes beyond Bayer's reasonable control (each, a "Force Majeure Event").

COMPLIANCE WITH LAWS. In addition to any rights specifically identified here in this Agreement, Bayer shall have all rights and remedies conferred by law, in equity, by statute or otherwise. Bayer shall not be required to perform its obligations under this Agreement if Customer has defaulted on its obligations (including a failure to pay amounts when due) under this Agreement or any other contract involving Bayer.

MISCELLANEOUS. No waiver by Bayer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Bayer. No failure by Bayer to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

These rates and policies apply to service performed in Canada. They may vary in other locations. Consult your Bayer Representative for service rates and policies for your location. All rates are subject to change without notice.