

武汉市第一医院
Wuhan NO.1 Hospital

Maintenance service contract of ELEKTA medical linear accelerator

合同编号 Contract No.: SM00071530



Thank you for choosing Elekta products and services. Adhering to the corporate philosophy of providing cutting edge products and high quality services for Chinese medical institutions, Elekta is committed to provide full cooperation to you and your hospital to uphold to our commitment of Helping Clinicians Improve Patients' Lives.

甲方 Party A: 武汉市第一医院

地址 Address: 湖北省武汉市硚口区中山大道 215 号

联系人 Contact: 设备科 金剑 老师

肿瘤放疗中心胡作为 主任

电话 Phone: 027-85332381

传真 Fax: 027-85332376

乙方 Party B: 医科达（上海）医疗器械有限公司

Elekta Instrument (Shanghai) Ltd.

地址 Address: 北京朝阳区北四环中路 27 号盘古大观写字楼 A 座 3202 室

3202 & 3203, Tower A, Pangu Plaza, No. 27, Central North Fourth Ring, Chaoyang District, Beijing

联系人 Contact: 许其锋

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根据《中华人民共和国合同法》等法律、法规的规定，贵院与医科达公司在平等，自愿，公平，诚实信用的基础上协商，达成本设备维护服务合同（以下简称“合同”）。合同内容包括具体条款、以及本合同中所提及的相关文件。

According to the Contract Law of the People's Republic of China and other relevant laws and regulations, on the basis of equality, voluntariness, fairness, honesty and credibility, your hospital and Elekta has signed this Service Contract (hereinafter referred to as the "Contract"). The Contract comprises specific terms and conditions and the relevant documents mentioned.

1. 服务设备名称及类别

Equipment in Service

品名/型号 Equipment	设备序号 System ID	合同类型 Contract Type	合同期限 Contract Period
Precise	105994	金保	2020 年 09 月 15 日 起 2021 年 09 月 14 日 止

2. 合同价格及付款方式

Contract Price and Payment Terms

2.1 合同价格

Contract Price

每年维护费用为人民币伍拾叁万捌仟捌佰元整（人民币 538800 元整）；

合同共计人民币伍拾叁万捌仟捌佰元整（人民币 538800 元整）。

The Service Fee of each calendar year is 538800.00 RMB, and the total Contract price is 538800.00 RMB.

2.2 付款方式

Terms of Payment:

乙方账号 Bank of Elekta：医科达（上海）医疗器械有限公司

开户银行 Opening Bank：德意志银行（中国）有限公司上海分行

收款账号 Account No.：3519113010

3. 服务承诺

Service Commitments

3.1 响应时间保证 Response Time

乙方的响应时间, 在收到甲方报修电话的二十四小时之内。

The response time of Party B is within 24 hours after receiving maintenance call from Party A.

3.2 开机率保证 Uptime Guarantee

3.2.1 开机率仅适用于本协议服务内容中含保证开机率的医疗设备, 乙方保证其运作将达到特定的开机率(定义如下)。

Uptime Guarantee is only applicable to the specific equipment within the scope of this Contract and that which has been guaranteed with uptime terms. Party B guarantees the uptime stipulated. (detailed definition is as below)

3.2.2 开机率是指医疗设备用来治疗病人的使用率。以下情况将定为医疗设备是正常运行的(即不作为“停机”):

Uptime refers to the utilization rate of the equipment used to treat patients. Below circumstances will be considered as normal operation (not as equipment downtime).

(1) 乙方已安排对医疗设备进行维修以使其正常运行, 由于用户原因造成的维修延迟;
Party B has made arrangements for equipment maintenance in order to restore normal operation, however the maintenance is delayed due to Party A's reasons.

(2) 医疗设备故障未通过乙方报修中心登记备案;

The malfunction the equipment fails to be registered with Party B's Call Center.

(3) 医疗设备因为以下原因或与此相关的原因而停机: (i) 错用、过失或操作错误, (ii) 不适当的环境条件(即不符合医科达对环境的要求), 包括但不限于在温度和湿度的要求、厂家对电源的要求, 如电压、频率、脉冲或瞬间电流的要求。不可抗力规定的天灾或其他不可抗力事件;

The equipment downtime has been caused by below reasons directly or indirectly. (1) misuse, negligence or operational errors, (2) Improper environmental conditions (i.e. not in line with the requirements of Elekta for the environmental conditions), including but not limited to requirements of temperature, humidity, power supply, such as voltage, frequency, pulse or instantaneous current, etc. Natural disasters or other force majeure events specified in force majeure.

3.2.3 医疗设备的开机率按一年 365 天每天 24 小时计算, 每年统计一次。

The uptime is calculated based on 365 days a year, 24 hours a day. It's calculation and analyzed on a yearly basis.

3.2.4 只有当服务合同包含“保证开机率”时, 乙方才保证 95%的开机率(停机时间少于 5%)。如果此开机率由于乙方的原因未能达到, 对于开机率低于 95%的每一天, 服务合同期限将相应延长 2 个日历日。

When and only when the Contract includes the guaranteed uptime, Party B shall guarantee the uptime of 95% (downtime within 5%). If the guaranteed uptime is not reached, for each day missing from 95%, Party B agrees to extend the Contract for another 2 calendar days.

4. 责任与义务

Responsibilities and Obligations

- 4.1 乙方负责本协议中所列医疗设备的维护。维护包括预防性保养、排除故障以及为保障医疗设备的功能所实施的必要的技术改进。具体内容参见本协议附件（1）服务内容规定。
Party B is responsible for the maintenance of the equipment listed in the Contract. Maintenance hereby includes preventive maintenance, troubleshooting and necessary technical improvements to ensure the proper function of equipment. For details please refer to the attachments of the Contract, Attachment (1) In Scope Service Content Regulation.
- 4.2 在维护期内，因设备正常使用所磨损或损毁的零配件将由乙方补充，磨损或损毁更换下的零配件、部件应在七日内无条件退回到乙方，由乙方全权处理。
During the service period, the spare parts worn or damaged due to normal use of the equipment will be supplemented by Party B, and the worn or damaged spare parts and components shall be returned to Party B unconditionally within 7 days, and Party B shall take full charge of them.
- 4.3 在服务期间乙方所提供的信息甲方应该保密，乙方对于该信息拥有所有权，未经乙方书面同意，甲方不得擅自使用或者向第三方泄露。
Party A shall keep the information provided by Party B confidential during the service period. Party B has full ownership of the information. Without the written consent of Party B, Party A shall not use or disclose the information to any third party.

5. 免责维护范围

Scope of Maintenance Exemption

- 5.1 因甲方或任何第三方未经乙方授权对医疗设备进行搬移、维修、添加或修改行为造成的缺陷或损坏；
Defects or damages caused by Party A or any third party by moving, repairing, adding or modifying the equipment without the authorization of Party B.
- 5.2 因未经乙方事先书面准许而添加和使用非乙方提供的零配件、设备或软件而造成的缺陷或损坏；
Defects or damages caused by adding and using spare parts, equipment or software not provided by Party B without prior written permission of Party B.
- 5.3 乙方以外的人为损坏(使用不当、故意破坏)、电气损毁、火灾损毁、和自然灾害（地震、雷击、水淹等）公认的不可抗力事件而造成的损坏；
Any human damage (improper usage, intentional damage), electrical damage, fire damage, and damage caused by natural disasters (earthquake, lightning, flood, etc.) and other events recognized as force majeure, rather than damage caused by Party B.
- 5.4 因甲方未依照厂家说明书操作医疗设备、未保持厂家建议的运行环境和电源条件或任何其他非乙方原因导致的损害；
Any damage caused by Party A's failure to operate the equipment in accordance with the manufacturer's instructions, failure to maintain the operation environment and power supply conditions recommended by the manufacturer or any other possible damages caused by non-Party B's reasons.
- 5.5 因甲方或任何第三方在本协议生效前对该设备进行的任何修理或维护所造成的缺陷；

Defects or damages caused by any repair or maintenance of the equipment by Party A or any third party before the effective date of this Contract.

5.6 第三方独立产品（如激光定位仪、乳腺托架、稳压电源等）；

Third party independent products (such as Laser localizer, breast bracket, stabilized voltage power supply, etc.).

5.7 购买超过五年的产品（如电脑、服务器、控制系统、网络、显示器、硬盘、内存、键盘、鼠标、打印机等）；

Products purchased for more than five years (such as computer, server, control system, network, monitor, hard disk, memory, keyboard, mouse, printer, etc.).

5.8 氮气、六氟化硫，及其它耗材不在本维修协议责任范围。

N2, SF6, and other consumables are not included in the scope of this Service Contract.

6. 合同分包

Subcontracting

乙方有权自行决定将本协议项下第三方产品的维修(包括但不限于冷水机、不间断电源等)分包给授权第三方。

Party B has the right to subcontract the maintenance of the third-party products (including but not limited to Water chiller, UPS, etc.) to the authorized third party at its on discretion.

7. 付款与罚息

Payment and Penalties

7.1 甲方应按本协议约定时间支付相应的合同金额。

Party A shall pay the corresponding contract amount at the point of time agreed in this Contract.

7.2 如果甲方没有按照合同约定的时间支付，乙方将有权就延迟支付部分按照每日万分之四的比例向甲方收取利息。

If Party A fails to make the payment according to the time stipulated in the Contract, Party B shall have the right to charge Party A relative interest on the delayed payment at the rate of 4 / 10000 per day.

8. 责任限制

Limitation of Liability

8.1 除了直接由于乙方的重大过失或故意行为导致的损失，乙方的全部责任以及本协议的相对方对其直接损失的所有赔偿金，无论本协议相对方的索赔是基于本协议的规定或与其相关的任何原因，不得超过本协议中特定医疗设备1(一)年的维修总费用，该特定医疗设备是指造成损失的设备或与之直接相关的标的物。

Except for the loss directly caused by Party B's severe negligence or intentional act, Party B's full liability and all compensation for the director loss caused to Party A, whether the claim of the opposite party of this agreement is based on the provisions of this Contract or any reason related, shall not exceed 1 (one) year's total service

- cost of the specific equipment stipulated in this Contract. The specific equipment refers to the equipment that causing loss or the subject matter directly related to it.
- 8.2 乙方在任何情况下不承担由于本协议引起的或与医疗设备的使用和操作相关的任何利润损失、储蓄损失、收入损失、使用价值或停机时间损失（本协议另有规定的除外）、数据丢失；及其它间接的、惩罚性或继发性的损失，无论该损失是基于合同责任、侵权责任（包括过失责任）还是任何其他形式的责任。
- Under no circumstances shall Party B be liable for any loss of profits, savings, income, use value or downtime (except as otherwise provided in this Contract), data loss, and any other indirect, punitive or secondary losses, caused by this Contract or caused by the use and operation of the equipment, regardless of whether the loss is based on contractual liability or tort liability (including liability for negligence).
- 8.3 乙方在本协议下不承担任何进一步责任。本第5条的规定同样适用于乙方授权的分包商、代理人或雇员。
- Party B shall not bear any further responsibility under this Contract. The provisions of Article 5 shall also apply to the subcontractors, agents or employees authorized by Party B.
- 8.4 法律规定的其它免责情况。
- Other exemptions provided by laws and regulations.

9. 其它条款 Other Terms

双方已阅读且同意本协议及附件的相关规定。本协议及附件共同构成一份完整的合同，经双方盖章后生效。

Both parties have read and agreed to the relevant provisions of this Contract and the Attachments. This Contract and its Attachments constitute a complete contract, which shall come into force after being sealed by both parties.

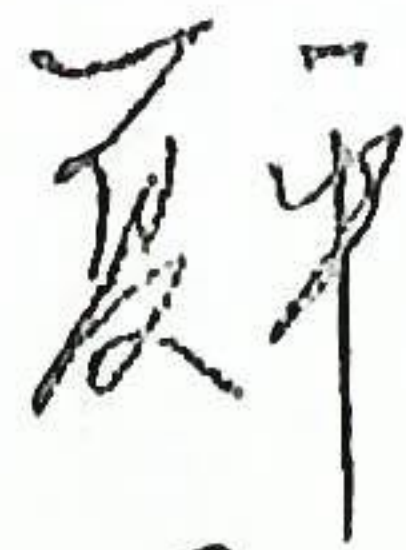
任何争议如经过协商无法解决，双方均可在所在地法院提起诉讼。

If any dispute cannot be settled through consultation, both parties can file a lawsuit in the local court.

甲方 Party A:

武汉市第一医院

代表及签章:

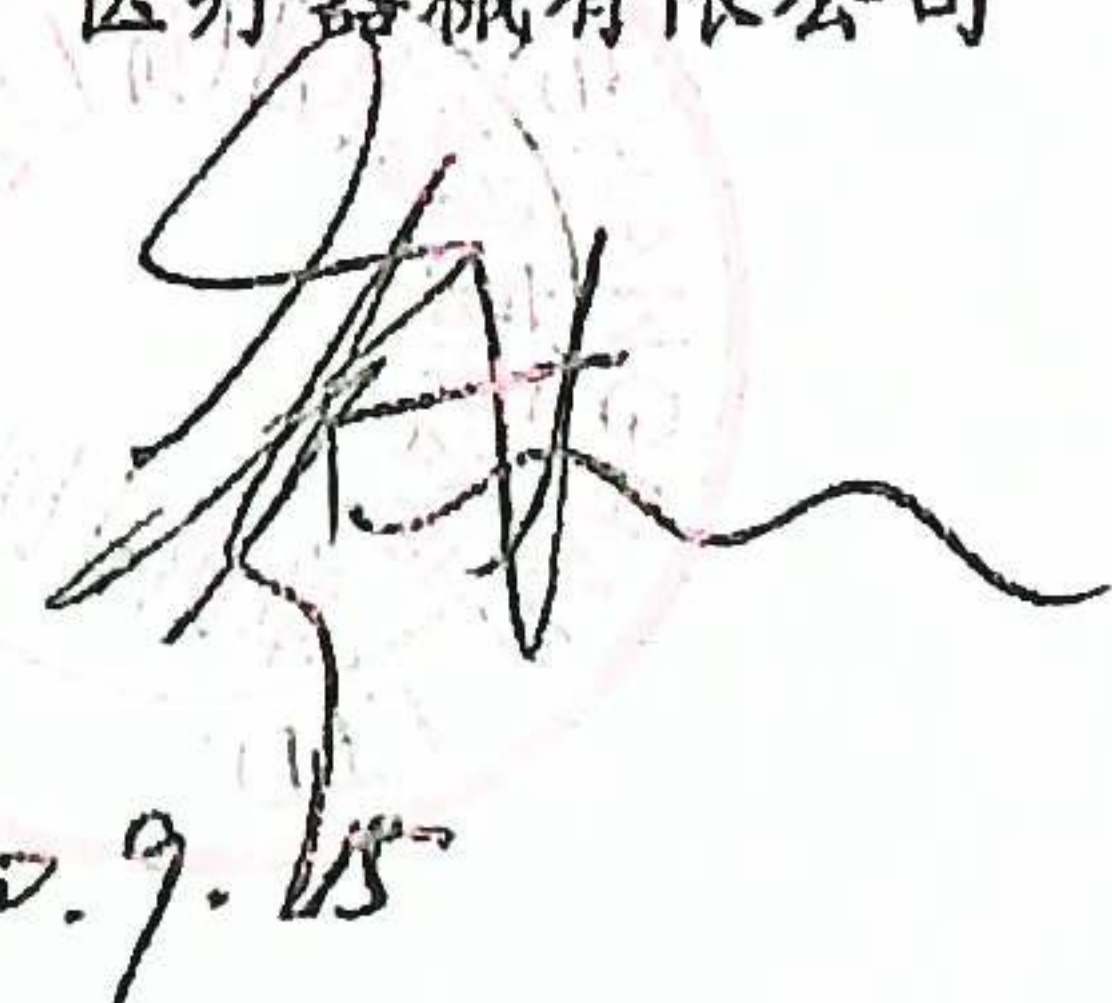


日期: 2020.10.9

乙方 Party B:

医科达（上海）医疗器械有限公司

代表及签章:



日期: 2020.9.15