

Fill in this information to identify the case:

Debtor 1 Curae Health, Inc., et al

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 18-05665

Official Form 410**Proof of Claim**

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|--|---|---|
| 1. Who is the current creditor? | <u>CMS IMAGING, INC.</u> Name of the current creditor (the person or entity to be paid for this claim) | |
| | Other names the creditor used with the debtor _____ | |
| 2. Has this claim been acquired from someone else? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____ | |
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? <u>LAURA THOMAS</u> Name <u>4050 AZALEA DRIVE</u> Number Street <u>N CHARLESTON SC 29405</u> City State ZIP Code Contact phone <u>(843) 763-1016</u> Contact email <u>LTHOMAS@CMSIMAGING.COM</u> | Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____ |
| | Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____ | |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ | Filed on _____ MM / DD / YYYY |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____ | |

Part 2: Give Information About the Claim as of the Date the Case Was Filed

| | |
|---|---|
| 6. Do you have any number you use to identify the debtor? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>1</u> <u>2</u> <u>2</u> <u>9</u> |
| 7. How much is the claim? \$ <u>36,447.97</u> | Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). |
| 8. What is the basis of the claim? | Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>GOODS AND SERVICES</u> |
| 9. Is all or part of the claim secured? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable |
| 10. Is this claim based on a lease? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____ |
| 11. Is this claim subject to a right of setoff? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____ |

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

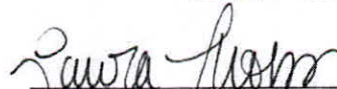
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/11/2019
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

| | | | |
|---------------|---|-------------|-------------------------------------|
| Name | <u>Laura Thomas</u> | | |
| | First name | Middle name | Last name |
| Title | <u>Accounting Specialist</u> | | |
| Company | <u>CMS Imaging, Inc.</u> | | |
| | Identify the corporate servicer as the company if the authorized agent is a servicer. | | |
| Address | <u>4050 Azalea Dr.</u> | | |
| | Number | Street | |
| | <u>N Charleston</u> | SC | <u>29405</u> |
| | City | State | ZIP Code |
| Contact phone | <u>(843) 763-1018</u> | | Email <u>lthomas@cmsimaging.com</u> |

Corporate Headquarters
4050 Azalea Drive
N. Charleston, SC 29405
Office: (843) 763-1016
Fax: (843) 571-5996
www.cmsimaging.com



Regional Headquarters
8725 Youngerman Ct. Suite 204
Jacksonville, FL 32244
Office: (904) 908-4024
Fax: (904) 908-4022

Three (3) Year Service Agreement

Dual Konica Panels

Submittal Date: April 19, 2016
Agreement Holder: Northwest Mississippi Regional
Address: 1970 Hospital Dr
City, State, Zip: Clarksdale, MS 38614

Start Date: May 4, 2016
End Date: May 3, 2019
Agreement#:

This Agreement is entered into, by and between, CMS Imaging, Inc. ("CMS") and Northwest Mississippi Regional ("Customer") for annual services of the imaging equipment, in accordance with the terms set forth below. This Agreement must be signed by both parties and remain in effect in accordance with the terms set forth in section 14 of this Agreement. Pricing is valid until start date. This Agreement consists of 7 Pages.

1. **EQUIPMENT:** This Agreement covers only the equipment listed on the attached schedule and does not include items that are not supplied by CMS unless otherwise specified.
2. **INSPECTIONS:** Each unit covered by this Agreement shall be inspected and certified by a CMS service engineer prior to the execution of this Agreement, to rule out any pre-existing service issues. A Preventive Maintenance (P.M.) inspection shall be performed once each year. Repairs and adjustments will be made, provided that the need arises from normal usage and not from abuse, labor disputes, fire, water, explosion, or as a result of improper power, water or environmental conditions which are the responsibility of the Customer. This inspection, in addition, shall consist of a complete check of the equipment calibration, alignment, and lubrication when considered necessary by the service engineer. Service parts and operator manuals will be included at no charge. If proprietary software is required to perform service on the equipment, additional charges may apply.
3. **REPAIR:** Our service engineer will make every effort to meet or exceed our reasonable and customary response times of 30 minute phone response and 4 hour on site response. CMS in no way guarantees availability of replacement parts. Any additional service not covered within this Agreement shall be provided at the current hourly rate, subject to Customer's prior approval. All service requests under this Agreement must be placed through the provided CMS Imaging service helpline (800) 867-1821. If the Customer places a service request directly to third party vendors, the Customer assumes responsibility for all financial bills from the third party vendor. This includes, but not limited to, the cost and liability of returning the equipment to fully operational status. The elements of repairs are outlined in the items below with associated pricing shown in the Pricing Schedule in section 14 of this document.
 - A. **Konica Blue Moon Select for Aero DR.**
All Labor and Repair Parts.
Panel Protection (Drop Rider with \$5,000.00 deductible), Software upgrades, 24/7 Remote support included.
If Konica Terms conflict with this Agreement, Konica Terms will prevail.

4. **ITEMS EXCLUDED:**
- A. Adding or removing accessories, attachments, or other devices, and remedial services necessary to repair accessories. Services connected with equipment movement or relocation.
 - B. Problems caused by external sources, such as failure or fluctuation of electrical power.
 - C. Increase in service time resulting from operator neglect or failure to follow operation instructions.
 - D. Repair or damage from abuse or any cause other than ordinary use. If the damage is due to abuse or misuse, service coverage will be declined and the repairs billable to the Customer.
 - E. Rigging and handling, removal, modification or reconstruction of a wall, partition, ceiling or any other portion of the facility arising from repair, replacement or substitution of equipment or parts of it.
 - F. Consumable/Expendable materials or accessories (batteries, straps, foam cushions, other similar items).
 - G. Problems caused by modifications, maintenance, repair of the equipment or software not performed by CMS.
 - H. Software upgrades and additional features that enhance functionality are not included. Discounted pricing will be offered for upgrades/features that are not mandatory or safety related.
 - I. Hardware and Software Operating System (OS) upgrades required due to end of support by OEM.
 - J. Parts not covered by Original Equipment Manufacturer supporting parts coverage. (Including but not limited to injectors, syringes, printers, UPS, cameras, transformers, large screen monitors).
 - K. Damaged DR panel evaluation. Includes OEM evaluation, loaner panel, shipping & freight, processing fees.
5. **COMPONENT EXCHANGE:** CMS may exchange or make modification to components with Customer's prior approval. Only those components which have not been altered by the user in such a fashion as to destroy their intrinsic value will be considered suitable for exchange or modification.
6. **MODIFICATIONS:** This Agreement shall not include any modifications or additions that may be called for by the Federal or Local regulations governing imaging equipment installation and operation.
7. **EMERGENCY SERVICE:** In addition to the regularly scheduled inspection visits, Customer is entitled to unlimited service between the hours of 8:30am to 5:00pm, Monday through Friday (holidays excluded). Any service requested or performed after 5:00pm shall be billed as overtime at the current hourly rate. In the case of emergency breakdowns, every reasonable effort will be made to give as early and preferred attention in such circumstances as possible. Emergency service calls for the hours of 5:00pm to 8:30am, Monday through Friday shall be billable at \$220.00 per hour. Emergency service calls for all day Saturday and Sunday, and all CMS Imaging Inc. observed holidays shall be billable at \$330.00 per hour. Minimum hours for emergency calls shall be no less than 4.0 hours per call.
8. **AGREEMENT FEE:** The Agreement fee shall cover the service mentioned heretofore and shall include transportation, labor and reasonable lodging expenses of the service representative for repairs, and preventive maintenance inspections made while the Agreement is in force. The pricing in this contract does not include any Group Purchasing Organization (GPO) fees. If this contract is subject to these type of fees, the customer will be billed for and agree to pay these additional fees.
9. **ASSISTANCE:** Customer shall give reasonable cooperation in providing services of electricians, plumbers, masons, carpenters or other craftsmen if such are determined necessary by both parties in modifying or correcting the Customer's facilities in order to perform services described in sections 2 and 3. Such service is to be provided promptly.
10. **RESPONSIBILITY:** All services are to be performed in good faith, but no responsibility can be assumed for delays by suppliers in providing material or services, for acts of God, decrees or acts of government, strikes, and delays of transportation, interruption of business of either part or other causes beyond the control of CMS.
11. **SALES/USE TAX:** Any entity that is not exempt from sales/use tax will be responsible for paying all applicable sales/use tax associated with this Agreement in accordance with State and Federal guidelines. This may include sales tax on the costs of any parts covered under this Agreement. If applicable, a Sales Tax exempt certificate must be provided to CMS.

12. **LIMITATIONS:** All of the above services will be continued during the life of this Agreement. The Agreement does not include complete overhauling or rebuilding. When in the opinion of CMS an overhaul becomes necessary, an itemized estimate covering the cost, material, and freight and packing costs will be presented for the Customer's approval before work is started. This cost will be billed separately from this Agreement with the Customer's approval. CMS will not be responsible for pre-existing service issues. There are no warranties which shall constitute the sole and exclusive liability of the company in connection with any product sold and is exclusive and in lieu of all other warranties, express, implied obligations or connection with any product installed. CMS Imaging, Inc. neither assumes, nor authorizes any person to assume for it, any other obligation or liability in connection with any product installed. CMS Imaging, Inc. does not warrant that the described merchandise is delivered free of the rightful claim of any third party by way of infringement, or the like. In no event shall CMS Imaging, Inc. be liable for specific or consequential damages, or for any delay in the performance of this contract due to causes beyond its control. The foregoing shall constitute the sole remedy of the purchaser.
13. **TERMINATION:** This Agreement shall expire in accordance with section 14 of this Agreement. Customer may not terminate this Agreement before its expiration unless (a) Customer sells, discards or otherwise completely discontinues using the equipment, or (b) Customer exchanges the equipment for another new piece of equipment purchased from CMS. (c) If for any reason the Customer feels that CMS Imaging is not performing up to the standards of our Agreement, then the Customer agrees to inform CMS Imaging, in writing, and allow 30 days for CMS to become compliant. If after that time we are shown to be non-compliant, the Customer would have the right to terminate this Agreement without penalty. If Customer elects to terminate this Agreement before its expiration for any reason other than the reasons set forth in (a), (b) or (c) above, CMS reserves the right, in its sole discretion to allow Customer to terminate the Agreement provided Customer pays CMS as liquidated damages, an amount equal to 25% of the total service amounts payable under this Agreement for the term remaining as of the date of Customer's written notice of termination. The termination will be effective on the first day of the month following the date of Customer's written notice to CMS. CMS reserves the right to terminate this Agreement at any time upon 90 days written notice to the Customer and with no further money due from the Customer.
14. **TERMS OF AGREEMENT:** This Agreement shall be for a term of 36 months from start date. CMS will suspend Agreement services if the payment is not received within 30 days of due date. If services are suspended, Customer is still responsible for the full payment of the Agreement unless this Agreement is terminated in accordance with termination section of this Agreement. When this Agreement covers several systems, all systems will have an end date of the last covered system unless other written arrangements are made. The schedule below reflects the components that are included in this Agreement and the pricing associated with them.

| Reference Section | Description | Term | HPG Pricing |
|-------------------|--|--------------------------|-------------------------|
| 3.B | Konica Blue Moon Select for DR panels. Konica List price: \$23,870.00 | 3 Year Service Agreement | \$18,618.60 Per Year |

Payment Option 1: Annual Payments.

The fee for this Agreement is as follows: The Service Agreement Phase has been divided by 3 years to provide a annual calculation for billing using an amortized schedule for payment:

\$18,816.60 per year beginning at the start date.

Payment terms are NET30 and billed 1 month in advance of service.

Payment Phase 2: 36 Monthly Payments

The fee for this Agreement is as follows: The Service Agreement Phase has been divided by 36 months to provide a monthly calculation for billing using an amortized schedule for payment:

\$1,568.05 per month beginning at the start date.

Payment terms are NET30 and billed 1 month in advance of service.

This Agreement form is to be executed by the holder, in duplicate, one copy to be returned to CMS with a covering purchase order and one copy to be retained by the Customer.

Agreement #:

Northwest Mississippi Regional

The following contains a list of the Equipment covered per Agreement #: 201602262bKS

| ITEM | EQUIPMENT DESCRIPTION | MODEL# | SERIAL# | LOCATION |
|------|--|--------|--|----------|
| 1 | Shimadzu Portable* Aero DR Aero DR | Mux200 | 410003D48009 A5TE-51128 A6C5-00060 | X-ray |

*There is no contracted service coverage on the Shimadzu portable. System is listed only to identify where Konica equipment is located.

CUSTOMER ACCEPTANCE

Accepted By:

Customer's Signature

CEO
Title

Date: 5/2/2016

Customer PO# (If required for accurate invoicing)

Accepted By:

CMS Imaging, Inc.

Contracting
Title

Date: 5/18/16

KONICA MINOLTA MEDICAL IMAGING USA, INC.

TERMS AND CONDITIONS FOR BLUE MOON LIFECYCLE AND CUSTOMER SATISFACTION SERVICE AGREEMENTS

Panel Protection - covers accidental panel damage

Covers the AeroDR panel against accidental drops or bumps. In the event of such an accident, the panel is diagnosed and repaired or replaced as needed with a fixed maximum copay. Subject to the specific terms listed below, KMMI will repair or replace the damaged panel resulting from an accidental event such as a drop or bump causing damage to or total failure of the panel. Coverage does not include physical damage due to customer misuse or abuse (defined below).

Aero Remote - remote evaluation and monitoring services

Immediate remote system or panel evaluation to confirm usability and maintain clinical confidence after minor drops or bumps or any time there is a performance concern. Minimize uncertainty and downtime by quickly confirming the proper operation of an AeroDR panel if the panel has been dropped during routine operation. Customer must support a VPN or internet connection and provide Konica Minolta access to the system in order to take advantage of this valuable and time-saving benefit. In the event customer does not support remote access, CMS may dispatch a field service engineer to the site to evaluate the system's condition for continued use.

Software Upgrades - Always receive the latest software version to keep up with system improvements and added features. Access to software upgrades means having the latest and greatest features and functionality in order to help maximize workflow efficiency and diagnostic capabilities. Includes installation. Optional software features may require additional purchase.

Remote Technical Assistance - network and configuration changes

This benefit provides remote assistance when IP addresses or other configuration setting changes are needed. Get simple access to assistance to make a change exactly when it is needed. Take advantage in the latest remote technologies to streamline support. Screen sharing is used in order to better demonstrate operation to users.

On-Site Labor, Preventive Maintenance, and Software Updates

On-site support from qualified service engineers to perform scheduled preventive maintenance or correct difficult problems. When a problem cannot be solved remotely, on-site coverage continues the support process to get the system working again. Trained engineers take over the troubleshooting so users can get back to patient care. When available, software updates - minor improvements and bug fixes - are administered during on-site visits.

Technical Call Center - phone support

24/7 phone support to assist with any operational support or performance anomaly. Whether the day or evening shift, users can get the dependable assistance they need with just a phone call. Phone support is the first step in problem resolution. Most of the time, a phone call is all that is needed to resolve the issue.

Parts Coverage

Normal wear and tear part exchange/replacement. Provides quick access to replacement parts when an unexpected problem occurs, minimizing downtime. Coverage does not include physical damage due to customer misuse or abuse (defined below).

Specific Plan Terms:

- 1) Down payment required as indicated on the face of the Service Agreement.
- 2) Minimum 3 year agreement.
- 3) Cost of plan covers the equipment as described on the face of this Service Agreement.

Specific Panel Protection Terms:

- 1) Customer is responsible for all repair costs associated with damage due to a dropped panel or catastrophic event. Repair costs are capped at \$5,000 per panel per incident.
- 2) If repair costs exceed \$5,000, customer may exercise their option under this agreement to replace the panel for \$5,000 per panel per incident.
- 3) Replacements under this program may be new or refurbished at KMMI's sole discretion. Replacement panels will meet or exceed original manufacturer specifications.

Specific Loaner Panel Terms:

- 1) In order to receive loaner panel customer shall provide a purchase order in the amount of \$5,000 to CMS. Loaner panel will be provided within 1-3 business days from receipt of customer's purchase order.
- 2) Upon completion of panel evaluation, CMS will provide customer with a quote outlining the repair details and cost associated with repair. Customer must notify CMS within five business days of receipt of quote to proceed with the repairs or to exercise their option to replace the panel.
- 3) If repair costs are less than \$5,000, CMS will invoice the customer for the repair amount quoted using the purchase order provided. At their option, customer may either keep the loaner panel on site and/or have their original panel repaired and returned.
- 4) If repair costs exceed \$5,000, customer may exercise their option to replace the panel with the loaner panel already in service, at which time CMS will invoice customer for the replacement fee utilizing the purchase order provided.

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CMS Imaging, Inc. Customer Service Agreement

5) Should customer fail to notify CMS of its intent to repair or replace the original panel, CMS reserves the right to invoice customer for the repair fee quoted or the replacement fee. Customer retains ownership of the loaner panel already in service.

6) If repair or replacement fee is not received within CMS's standard payment terms, CMS reserves the right to remove the panel in service.

7) Loaner panels under this program may be new or refurbished at KMMI's sole discretion. Loaner panels will meet or exceed original manufacturer specifications.

Coverage does not apply when there is physical damage due to customer misuse or abuse.

Misuse/Abuse Includes:

- 1) Failure of Customer to follow the instructions in the appropriate manual for installation operation or maintenance.
- 2) Failure to follow recommended cleaning protocols within the operation manual.
- 3) Negligent misuse and/or negligent improper handling of such Equipment: Holes, Cracks, Tears, Deep Scratches are typical indicators of this negligence.
- 4) Repair, alteration, conversion or modification of such Equipment any component thereof, by persons other than trained, authorized, and qualified representatives.
- 5) Man-made or natural disaster, theft, vandalism, neglect, abuse, use other than in accordance with the appropriate instruction manual or for purpose other for which it was designed.
- 6) Component failures directly contributed to: Power failures or surges, lightning, fire, flood, terrorist incident, actions of third parties or other events outside of the Company's reasonable control.
- 7) Physical, mechanical, electrical, or magnetic stress not expressly contemplated by the appropriate instruction manual.
- 8) Device fluid invasion.
- 9) Use of Equipment by unqualified personnel.
- 10) Serial number removed, defaced or altered from such Equipment.

1. **Activation.** This Service Agreement will become effective only when first signed by the Customer and then accepted CMS. CMS agrees to furnish and Customer agrees to accept and pay for maintenance services on the hardware and software listed in this Service Agreement (collectively, the "System").

2. **Invoices, Payment and Taxes.** CMS shall render an invoice to Customer for the specific service plan purchased by Customer. Typographical errors are subject to correction by CMS. Unless credit terms are agreed upon in writing by CMS and Customer, payment for the Service Agreement is due upon activation. Payments by approved credit customers shall be due in full within thirty (30) days of the relevant invoice. Past due balances shall be subject to a 1.5% per month (18% per year) service charge, or the highest rate permitted by applicable law, if less. If Customer breaches the terms of this Service Agreement, CMS shall be entitled to the reasonable costs (including attorney's fees) incurred in enforcing the agreement. All payments shall be exclusive of all taxes and duties, including without limitation sales, use, value and other taxes, duties or levies on transactions made pursuant to this Service Agreement. Customer shall pay CMS an amount equal to any tax or duty (CMS) is required to collect or pay upon the delivery of services to Customer, exclusive of CMS's income taxes. If a certificate of exemption or similar document is required to exempt Customer from sales or use tax liability, Customer shall obtain and furnish to (CMS) evidence of such exemption prior to activation in a form reasonably satisfactory to CMS.

3. **Service Continuity.** If the warranty on any component of the System has not been under a Service Agreement continuously since the expiration of the warranty, it will be necessary to inspect and refurbish the System as and to the extent necessary prior to implementing this Service Agreement. Such inspection and refurbishing will be billed to Customer by CMS and CMS's prices then in effect.

4. **Full On-Site Maintenance & Repair Service.** During the term of the Service Agreement, CMS agrees to provide to Customer, subject to the specific service plan purchased by Customer, the following:

a. On-site remedial maintenance during on-site coverage hours when CMS is notified that the System is not functional. CMS shall either replace or repair the affected component(s). If deemed necessary by CMS, and in its sole discretion, the affected component(s) will be forwarded to an authorized KMMI repair facility for repair. Normal shipping charges will be included; premium shipping charges will be billed to Customer. CMS agrees to use only manufacturer-authorized replacement components.

b. On-site programmed maintenance based upon the specific needs of individual components of the System, as determined by CMS.

c. All labor, service parts and equipment modifications that CMS deems necessary to maintain the System in good working order.

d. Installation of engineering changes or retrofits determined applicable by CMS with regard to product performance and safety.

e. Subject to the specific service plan purchased by Customer, among those services NOT INCLUDED in this Service Agreement are:

- (1) services required to instruct Customer in the operation of the System;
- (2) adding or removing accessories, attachments or other components to or from the System;
- (3) services relating to moving or relocating any component of the System;
- (4) problems caused by improper operation, accident, vandalism, negligence, abuse or misuse of any System component, electrical failure, network failure or any other external source;
- (5) any increase in service time resulting from operator neglect or failure to follow operating instructions;
- (6) repair or damage from any cause other than ordinary use of the System;
- (7) replacement of consumable items to include but not limited to, such as film, chemicals, filters or normal wear items; and
- (8) engineering changes/product upgrades which provide additional or enhanced capabilities to the System covered by this Service Agreement.

Subject to the specific service plan purchased by Customer, any services provided by CMS that are not covered by this Service Agreement will be charged to Customer in accordance with CMS or KMMI prices then in effect. The on-site services set forth in this Service Agreement will apply only to Customer's commercial facilities and not to home offices or other non-commercial locations.

5. **Replacements.** CMS will use ordinary care in performing its obligations under this Service Agreement. Maintenance contemplated by this Service Agreement shouldn't be regarded as a guarantee against obsolescence or ordinary wear and tear.

6. **Obsolete Components.** If any component of the System should become obsolete, become not repairable in the ordinary course, or require replacement parts that are no longer obtainable through normal commercial channels, then CMS will so advise Customer. If CMS agrees to remove, dispose of or replace that portion of the System, CMS will bill Customer on a separate invoice on a time and materials basis, at CMS's then prevailing rates. Unless Customer removes or replaces obsolete or irreparable systems or parts, CMS will not have any obligation to provide maintenance services for those components under this Service Agreement.

7. **Service Hours.** Other than technical phone support, which is available 24 hours per day 7 days per week, and subject to the specific service plan purchased by Customer, normal service hours will be 8:30 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Extended hours coverage is available at extra cost and, if included in this Service Agreement, it is so indicated on the first page hereof. If CMS performs any services outside of normal service hours, such services will be charged to Customer at a higher hourly on-site rate.

8. **Response Times.** During the term of this Service Agreement, CMS shall use commercially reasonable efforts to respond by telephone to requests for maintenance services under this Service Agreement within one (1) normal service hour of the time each such request is received by CMS. CMS shall use commercially reasonable efforts to respond on site to any Critical Problems (as hereinafter defined) within four (4) normal service hours of the time each such request is received by CMS, use commercially reasonable efforts to remedy any Significant Problems (as hereinafter defined) within one (1) day of the time each such request is received by CMS, and use commercially reasonable efforts to remedy all other functional errors, defects or deviations from the specifications for the System as soon as reasonably possible after the time each such request is received by CMS. (As used herein, the term "Critical Problem" means any functional errors, defects or deviations from the clinical specifications for the System, or any component thereof, which makes any significant portion of the System inaccessible or inoperative. As used herein, the term "Significant Problem" means that the System cannot be used by Customer to perform all functions for which it was intended, but some useful work can still be performed.)

9. **Performance.** CMS shall not be liable in any way for delays due to acts of God, labor disputes, failures of materials or facilities, curtailment of or failure to obtain sufficient electrical or other energy supply, compliance with any laws, regulations, or orders, whether valid or invalid, from any governmental body or instrumentality, or any other circumstance or causes beyond CMS's reasonable control.

10. **Customer's Terms and Conditions.** Services furnished by CMS are sold based upon the terms and conditions set forth herein as well as the specific service plan purchased by Customer, notwithstanding any terms and conditions that may be set forth in or contained on Customer's purchase order, invoice or any other document provided or issued by Customer.

11. **Damages and Liability.** CMS'S AGGREGATE LIABILITY TO CUSTOMER IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE TOTAL OF ALL PAYMENTS, IF ANY, RECEIVED BY (CMS) FOR THE SERVICE(S) FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, AND WHICH IS THE SUBJECT OF THE CLAIM OR DISPUTE. IN NO EVENT SHALL CMS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER

CAUSED. No action, regardless of form, arising out of, or in any way connected with the services furnished by (CMS) may be brought by Customer more than one (1) year after the date on which the cause of action accrued.

12. **Confidentiality.** Customer and CMS agree not to disclose to any third party any proprietary information disclosed to it by the other party without the prior consent of the party whose information is being disclosed. Customer shall limit access to the proprietary information of CMS to those persons having a need to know such information in order to exercise Customer's rights under this Service Agreement. A party's proprietary information shall not include information that (1) is or becomes publicly available through no act or omission of the other party; (2) was in the other party's lawful possession prior to the disclosure; (3) is lawfully and rightfully disclosed to the other party by a third party without restriction on use or disclosure; or (4) is independently developed by the other party.

13. **HIPAA Privacy Regulations.**

(a) **General.** Current Federal law, specifically Sections 1173 and 1175 of the Social Security Act (the Health Insurance Portability and Accountability Act of 1996) and the Code of Federal Regulations, 45 C.F.R. Parts 142, 160 and 164, commonly referenced as the "Security and Electronic Signature Standards" and the "Standards for Privacy of Protected Health Information" as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT") (all hereinafter "HIPAA"), establish enforceable privacy regulations governing the use and disclosure of certain medical information. HIPAA requires KMMI and CMS to comply with certain provisions of HIPAA and further obligates KMMI and CMS to take action if either does not comply with the applicable portion of HIPAA. Accordingly, KMMI and CMS agree to follow the terms and conditions set forth in this Agreement. CMS acknowledges that it may be given access to confidential and other personal information concerning patient's medical condition, care and treatment as contemplated in 45 C.F.R. § 164.501 and 45 C.F.R. § 164.504(e) (hereinafter "Protected Health Information"). Information deemed to be Protected Health Information includes information that directly identifies an individual or is of such a type or specificity that there is reasonable basis to believe the information could be used to identify an individual. CMS acknowledges that KMMI has a legal obligation to keep Protected Health Information confidential and that the unauthorized use and disclosure of Protected Health Information could constitute a violation of Federal law.

(b) **Uses and Disclosures of Protected Health Information.** The Parties specifically agree to take such action, including but not limited to prompt negotiation regarding modification to this Agreement, as is necessary to implement the requirements of HIPAA and other applicable law relating to the security and confidentiality of Protected Health Information, including any and all amendments to this law. CMS agrees that it will not use or disclose Protected Health Information other than as permitted by contract or as required by law. This shall include holding Protected Health Information in strict confidence and not discussing, transmitting, or disclosing such Protected Health Information for any purposes other than as permitted by contract and only after securing either proper authorization or consent as required by law, if such authorization or consent is necessary. CMS further agrees not to use or disclose Protected Health Information that would violate HIPAA regulations, even if the information was placed into possession through authorized means. CMS agrees to use appropriate safeguards to prevent the use and/or disclosure of Protected Health Information in any manner other than as provided for in this Agreement. CMS further agrees to take appropriate actions with each of employees, agents and representatives who may have access to Protected Health Information to keep such information confidential and abide by the same restrictions, conditions and covenants contained in this Agreement and further abide by all applicable laws, rules, regulations and advice. Specifically, CMS shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if CMS was a "covered entity" as such term is defined in by HIPAA. Finally, CMS shall comply with all State laws including, without limitation, any State data security laws not preempted by HIPAA which may apply to Protected Health Information and/or protected individual information (hereinafter "Personal Information").

(c) **HIPAA Compliance.** CMS agrees to report, in writing, to Customer's designated Officer any use and/or disclosure of Protected Health Information that is not provided for in this Agreement within five (5) days of the CMS's discovery of such unauthorized use and/or disclosure, as required under 45 C.F.R. § 164.504(e)(4)(ii)(B)(1)&(2). CMS agrees to take all reasonable steps necessary to mitigate, to the greatest extent possible, any detrimental effects from any improper use and/or disclosure of Protected Health Information. Upon the termination of this Agreement, CMS agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(i), if it is feasible to do so. If it is not feasible for CMS to return or destroy any and all Protected Health Information, CMS will notify Customer in writing. Said notification shall include a statement that CMS has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and the specific reasons for such determination. CMS further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to CMS's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

14. **Termination.** This Service Agreement will terminate upon the Expiration Date set forth on the face of the Service Agreement unless either party gives written notice of termination for cause to the other at least sixty (60) days prior to such Expiration Date. If Customer gives written notice of termination for cause to CMS, CMS shall have sixty (60) days to cure. If CMS fails to cure after sixty (60) days, Customer may terminate this Service Agreement, without cause, thirty (30) days after the expiration of the cure period. Customer may terminate this Service Agreement without cause upon sixty (60) days written notice to CMS. If Customer terminates without cause pursuant to this provision, in place of a liquidated damages provision and in order to compensate CMS for the discounts provided to Customer as consideration for Customer's completion of the initial or any renewal of this Service Agreement, Customer shall pay CMS a cancellation fee of 20% of the total cost of the applicable term of this Service Agreement. If Customer has prepaid, any unused fees, less the 20% cancellation fee, shall be refunded to Customer by CMS.

15. **Warranty and Limitations of Warranty.** Customer's EXCLUSIVE REMEDY and CMS's SOLE OBLIGATION with respect to Services is to perform the Services again. CMS warrants that all Services provided hereunder shall be performed in a professional manner. CMS's sole obligation under this provision shall be limited to using commercially reasonable efforts to perform such Services correctly.

16. **Exclusions from Coverage.** This Service Agreement does not cover service calls attributable to actions taken by or subject to the control of Customer or other operator, including, but not limited to, the following:

- Removal of or missing hardware or software;
- Loss of power, if due to acts of God or third parties;
- Either no film or too much film is loaded into supply magazines;
- Missing or damaged code seals on cassettes and/or supply magazines;
- Operator errors of damage resulting from removing or inserting supply magazines;
- Processor routine maintenance (usually conducted on a monthly basis);
- Repairs necessary because of Customer misuse, negligence, neglect, error or because of the Customer's prior refusal to perform a recommended repair;
- Modifications, changes or alterations to the System (including the installation of any software) by anyone other than CMS, unless authorized by KMMI in writing;
- Failure to operate the then current version of the software included in the System;
- Installation of the computer hardware used in the operation of the System in an unsuitable operating environment;
- Failure of the computer hardware and hardware configuration used in the operation of the System to meet manufacturer's recommended specifications.

17. **Telecommunications Configuration.** Customer shall be required to obtain and maintain in good operating condition such telecommunications hardware/software configuration (including modems, hubs, switches, routers, dedicated high speed telephone lines and other telecommunications equipment and software) as CMS may reasonably require for compatibility with the System. CMS may require Customer to upgrade such configuration from time to time.

18. **Back-up Data.** Customer shall be required to maintain adequate back-ups of all data used in connection with the System in order to ensure continued data security and retention. IN NO EVENT SHALL CMS BE OBLIGATED TO RECREATE OR RESTORE, OR BE LIABLE IN ANY WAY FOR, CUSTOMER DATA IN THE EVENT OF CUSTOMER'S FAILURE TO MAINTAIN ADEQUATE BACK-UP OF ALL DATA.

19. **Additional Customer Responsibilities.** Customer shall be responsible for all normal System administration duties, including but not limited to adding/removing users, changing/assigning passwords, and all matters relating to the security of the System and the information contained therein. Customer shall also be responsible for: cleaning and following operating instructions; making the System immediately available for service when requested or paying the standard rates for waiting time or canceled calls; providing film or other consumables necessary for the service(s) performed; providing CMS with full and safe access to the System; and implementing recommended engineering changes.

20. Customer understands and agrees that CMS is not an insurer and that the maintenance services to be provided by CMS under this agreement are designed to reduce, but not eliminate certain risks of loss. In no event will CMS be liable for any loss or damage which may occur as a result of the operation or non-operation of the system, or from any delay by CMS in providing services under this service agreement, other than claims for loss or damage caused directly and solely by the negligence of an employee, contractor or subcontractor of CMS while on customer's facilities; provided, however, that CMS's liability under this exception will be limited as set forth herein.

21. **Additional System Components.** This Service Agreement applies to the System and all hardware and software components thereof (if any) existing at the time this Service Agreement is initiated. If additions or upgrades are made to the System, whether hardware or software, CMS reserves the right to adjust the price payable hereunder accordingly.

22. **Miscellaneous.**

Agreement #:

| Northwest Mississippi Regional

- (a) Severability. If any part, provision, or clause of this Service Agreement, or the application thereof to any person or circumstance, is held invalid, void or unenforceable, such holding shall not affect and shall leave valid all other parts, provisions, clauses or applications of the terms and conditions remaining, and to this end the terms and conditions contained herein shall be treated as severable.
- (b) Notices. Legal notices and communications given by Customer and CMS to one another regarding this Service Agreement shall be given in writing and delivered via return receipt mail or express delivery service to the parties' respective business addresses or to such other address as the parties may substitute by giving notice to one another in accordance with this provision.
- (c) Amendments. No modification or amendment to this Service Agreement or to these terms and conditions or any waiver thereof will be valid unless in writing and signed by Customer and an authorized representative of CMS setting forth the modification or amendment hereto.
- (d) Governing Law. This Service Agreement shall be construed and enforced in accordance with the laws of the State where the principal place of CMS is located.

Corporate Headquarters
4050 Azalea Drive
N. Charleston, SC 29405
Office: (843) 763-1016
Fax: (843) 571-5996
www.cmsimaging.com



Regional Headquarters
8725 Youngerman Ct. Suite 204
Jacksonville, FL 32244
Office: (904) 908-4024
Fax: (904) 908-4022

CONTRACT AMENDMENT 1
Service Agreement #.

The Amendment is entered into, to be effective the 1st day of March 2018 by and between CMS Imaging Inc. and Northwest Mississippi Regional Hospital. This Amendment consists of 1 page.

Whereas, CMS Imaging Inc. and Northwest Mississippi Regional Hospital entered into that certain Agreement on May 4, 2016 and all new terms that conflict will supersede all conflicting terms.

Now, Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties hereby agree to modify the Agreement as follows:

Amend by Adding and/or changing the following section(s):

Adding to Covered Equipment: Removing the exemption to Shimadzu Portable Sn#: 410003D48009. Parts and Labor. Includes Glass tube. Annual PM. Portable batteries are excluded unless otherwise selected below.

Changing Payment Term and Amount: Please indicate desired option by circling that option.

Option 1: Excluding Portable Batteries.

One-time payment from the start date of this Amendment until May 3, 2018. The payment will be calculated by multiplying the daily rate of \$16.44 by the number of covered days.

The annual rate for year 3 of the Agreement will change from \$18,618.60 to \$24,619.20. An annual increase of \$6,000.60.

Option 2: Including Portable Batteries.

One-time payment from the start date of this Amendment until May 3, 2018. The payment will be calculated by multiplying the daily rate of \$16.44 by the number of covered days.

The annual rate for year 3 of the Agreement will change from \$18,618.60 to \$25,368.60. An annual increase of \$6,750.00. Batteries will ship Ground Only. If expedited shipping requested and available, additional shipping charges will apply. This will include 1 set of portable batteries from the start date of this Amendment to Agreement expiration.

IN WITNESS WHEREOF, the parties have executed this amendment to the Agreement as indicated below. All other terms, conditions, and covenants previously contained therein remain the same.

CUSTOMER ACCEPTANCE

Accepted By: [Signature]
Customer's Signature

CFO
Title

Date: 3/1/18

Accepted By: [Signature]
CMS Imaging, Inc.

Contracts Specialist
Title

Date: 3/29/2018

11:00 AM

01/03/19

Accrual Basis

CMS Imaging, Inc.
Customer Open Balance
All Transactions

| Type | Date | Num | Memo | Due Date | Open Balance | Amount |
|---|------------|------------|------|------------|------------------|------------------|
| Northwest Mississippi Regional 0001229 | | | | | | |
| Invoice | 03/14/2018 | 0000052134 | | 04/13/2018 | 5,430.25 | 5,430.25 |
| Invoice | 04/02/2018 | 0000052278 | | 05/02/2018 | 28,270.21 | 28,270.21 |
| Invoice | 05/07/2018 | 1000011305 | | 05/07/2018 | 669.82 | 669.82 |
| Invoice | 12/26/2018 | 0000053716 | | 01/25/2019 | 2,077.69 | 2,077.69 |
| Total Northwest Mississippi Regional 0001229 | | | | | 36,447.97 | 36,447.97 |
| TOTAL | | | | | 36,447.97 | 36,447.97 |



CMS Imaging, Inc.
4050 Azalea Drive
North Charleston, SC 29405

Invoice

| Date | Invoice # |
|-----------|------------|
| 3/14/2018 | 0000052134 |

| Bill To |
|---|
| Northwest Mississippi Regional Attn: Accounts Payable PO Box 1218 Clarksdale, MS 38614 |

| Ship To |
|---|
| Northwest Mississippi Regional 1970 Hospital Dr Clarksdale, MS 38614-7202 US |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-----------------------|---|------------|----------|----------|---------|
| 749-6698869 | Net 30 | | 3/14/2018 | | | |
| Quantity | Item Code | Description | Price Each | Serviced | Amount | |
| | 341000 Parts | Service Request | 0.00 | | 0.00 | |
| | 341000 Parts | *Equipment make, model, and SN#: KONICA, AERO DR, A65C-00069 | 0.00 | | 0.00 | |
| | 341000 Parts | *SA or Warranty: SA | 0.00 | | 0.00 | |
| | 341000 Parts | *SA/Contract Coverage: Contract type: Parts & Labor w/Drop Protection, OEM Support: Yes. Blue Moon Select. Contract# 10261-17755. | 0.00 | | 0.00 | |
| | 341000 Parts | *Phone #: 662.627.3211 | 0.00 | | 0.00 | |
| | 341000 Parts | *Full detailed description of problem: DAMAGED DETECTOR WITH ARTIFACT | 0.00 | | 0.00 | |
| 6 | 321000 Billed Service | Contract Labor | 0.00 | | 0.00 | |
| 4 | 321000 Billed Service | Non Billed Travel | 0.00 | | 0.00 | |
| 1 | 341000 Parts | Konica IP/AERO DR replacement panel. | 5,000.00 | | 5,000.00 | |
| 1 | 331000 Freight | Freight - | 75.00 | | 75.00 | |
| | | Total sales tax calculated by AvaTax | 355.25 | | 355.25 | |

Subtotal \$5,430.25

Sales Tax (0.0%) \$0.00

Total \$5,430.25

Payments/Credits \$0.00

Balance Due \$5,430.25

We now accept credit cards. Please call us if you are interested in this payment option. Processing fees may apply.

CMS Imaging reserves the right to apply a 1.5% monthly finance charge to invoices that remain unpaid after 30 days.

| Phone # | Fax # |
|--------------|--------------|
| 843-763-1016 | 843-571-5996 |



CMS Imaging, Inc.
4050 Azalea Drive
North Charleston, SC 29405

Invoice

| Date | Invoice # |
|----------|------------|
| 4/2/2018 | 0000052278 |

| Bill To |
|---|
| Northwest Mississippi Regional Attn: Accounts Payable PO Box 1218 Clarksdale, MS 38614 |

| Ship To |
|---|
| Northwest Mississippi Regional 1970 Hospital Dr Clarksdale, MS 38614-7202 US |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|--------------------------|---|------------|----------|-----------|---------|
| | Net 30 | | 4/2/2018 | | | |
| Quantity | Item Code | Description | Price Each | Serviced | Amount | |
| 1 | 351000 Service Contracts | Agreement# 201602262bKS. Konica Aero DR w/2 Panels. Annual Billing | 18,618.60 | | 18,618.60 | |
| 1 | 351000 Service Contracts | Amendment1 to #201602262bKS. Adding Shimadzu portable Xray. Final year of Agreement, 5/4/2018 - 5/3/2019. | 6,750.00 | | 6,750.00 | |
| 64 | 351000 Service Contracts | Amendment1 pro-rated. 3/1/2018 - 5/3/2018. Daily rate. | 16.44 | | 1,052.16 | |
| | | Total sales tax calculated by AvaTax | 1,849.45 | | 1,849.45 | |

| | | | | |
|--|--|--|-------------------------|-------------|
| | | | Subtotal | \$28,270.21 |
| | | | Sales Tax (0.0%) | \$0.00 |
| We now accept credit cards. Please call us if you are interested in this payment option. Processing fees may apply. CMS Imaging reserves the right to apply a 1.5% monthly finance charge to invoices that remain unpaid after 30 days. | | | Total | \$28,270.21 |
| | | | Payments/Credits | \$0.00 |
| | | | Balance Due | \$28,270.21 |

| Phone # | Fax # |
|--------------|--------------|
| 843-763-1016 | 843-571-5996 |



CMS Imaging, Inc.
4050 Azalea Drive
North Charleston, SC 29405

Invoice

| Date | Invoice # |
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| 5/7/2018 | 1000011305 |

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| Bill To |
| Northwest Mississippi Regional Attn: Accounts Payable PO Box 1218 Clarksdale, MS 38614 |

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| Ship To |
| Northwest Mississippi Regional 1970 Hospital Dr Clarksdale, MS 38614-7202 US |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project | |
|-------------|----------------|---|----------|-----|------------|----------|--------|
| 749-6720159 | Due On Rec | | 5/7/2018 | | | | |
| Quantity | Item Code | Description | | | Price Each | Serviced | Amount |
| 4 | 301000 Sales | C500 Slider Rad Bags 18 x 25 for Tower Sack | | | 156.50 | | 626.00 |
| 1 | 301000 Sales | Tower Sack - Free with initial order | | | 0.00 | | 0.00 |
| 1 | 331000 Freight | Freight - use FED-X # 284 687 914 | | | 0.00 | | 0.00 |
| | | Total sales tax calculated by AvaTax | | | 43.82 | | 43.82 |
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Subtotal \$669.82

Sales Tax (0.0%) \$0.00

Total \$669.82

Payments/Credits \$0.00

Balance Due \$669.82

We now accept credit cards. Please call us if you are interested in this payment option. Processing fees may apply.

CMS Imaging reserves the right to apply a 1.5% monthly finance charge to invoices that remain unpaid after 30 days.

| Phone # | Fax # |
|--------------|--------------|
| 843-763-1016 | 843-571-5996 |



CMS Imaging, Inc.
4050 Azalea Drive
North Charleston, SC 29405

Invoice

| Date | Invoice # |
|------------|------------|
| 12/26/2018 | 0000053716 |

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|---|
| Bill To |
| Northwest Mississippi Regional Attn: Accounts Payable PO Box 1218 Clarksdale, MS 38614 |

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| Ship To |
| Northwest Mississippi Regional 1970 Hospital Dr Clarksdale, MS 38614-7202 US |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|--------------------------|--|------------|----------|----------|---------|
| | Net 30 | | 12/26/2018 | | | |
| Quantity | Item Code | Description | Price Each | Serviced | Amount | |
| 1 | 351000 Service Contracts | Agreement# 201602262bKS. Konica Aero DR w/2 Panels. Dec 2018 | 1,568.05 | | 1,568.05 | |
| 1 | 351000 Service Contracts | Amendment I to #201602262bKS. Adding Shimadzu portable Xray. Final year of Agreement, Dec 2018 | 509.64 | | 509.64 | |
| | | Total sales tax calculated by AvaTax | 0.00 | | 0.00 | |

| | | | |
|---|--|-------------------------|------------|
| | | Subtotal | \$2,077.69 |
| | | Sales Tax (0.0%) | \$0.00 |
| <p>We now accept credit cards. Please call us if you are interested in this payment option. Processing fees may apply.</p> <p>CMS Imaging reserves the right to apply a 1.5% monthly finance charge to invoices that remain unpaid after 30 days.</p> | | Total | \$2,077.69 |
| | | Payments/Credits | \$0.00 |
| | | Balance Due | \$2,077.69 |

| Phone # | Fax # |
|--------------|--------------|
| 843-763-1016 | 843-571-5996 |

MIDDLE DISTRICT OF TENNESSEE

Claims Register

[3:18-bk-05665 Curae Health Inc.](#)

Judge: Charles M Walker

Chapter: 11

Office: Nashville

Last Date to file claims: 01/21/2019

Trustee:

Last Date to file (Govt):

Creditor: (6823843)
CMS IMAGING, INC.
c/o Laura Thomas
4050 Azalea Dr.
N Charleston, SC 29405

Claim No: 210
Original Filed
Date: 01/17/2019
Original Entered
Date: 01/17/2019

Status:
Filed by: CR
Entered by: BARRY JAMES
GAMMONS
Modified:

Amount claimed: \$36447.97

History:

[Details](#) [210-1](#) 01/17/2019 Claim #210 filed by CMS IMAGING, INC., Amount claimed: \$36447.97
(GAMMONS, BARRY)

Description:

Remarks:

Claims Register Summary

Case Name: Curae Health Inc.

Case Number: 3:18-bk-05665

Chapter: 11

Date Filed: 08/24/2018

Total Number Of Claims: 1

| | |
|------------------------------|------------|
| Total Amount Claimed* | \$36447.97 |
| Total Amount Allowed* | |

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

| | Claimed | Allowed |
|-----------------------|---------|---------|
| Secured | | |
| Priority | | |
| Administrative | | |