

Fill in this information to identify the case:

Debtor 1 Amory Regional Medical Center, Inc.

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Middle District of Tennessee

Case number 3:18-bk-05675

FILED

JAN 18 2019

Official Form 410

U.S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF TN

Proof of Claim

04/16

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>MidSouth Medical Imaging, LLC</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>Trey Messer, VP Operations</u> Name <u>4264 Lakeland Drive</u> Number Street <u>Flowood</u> <u>MS</u> <u>39232</u> City State ZIP Code Contact phone <u>601-213-6071</u> Contact email <u>tmesser@msmionline.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? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 15,802.87 Does this amount include interest or other charges?  
☐ No  
☒ 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.  
Services Performed

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.

**Nature of property:**

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ 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) \_\_\_\_\_ %

- ☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_



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

☒ No

☐ Yes. Check one:

Amount entitled to priority

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

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

\$ \_\_\_\_\_

☐ Up to \$2,850\* 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 \$12,850\*) 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 4/01/19 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 01/17/2019  
MM / DD / YYYY

Trey Messer  
Signature

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

Name	Trey		Messer	
	First name	Middle name	Last name	
Title	Vice President, Operations			
Company	MidSouth Medical Imaging, LLC			
	Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	4264 Lakeland Drive			
	Number	Street		
	Flowood	MS	39232	
	City	State	ZIP Code	
Contact phone	601-213-6071		Email	tmesser@msmionline.com

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

In re:

AMORY REGIONAL MEDICAL  
CENTER, INC.

Debtor

CASE NO. 18-05675  
CHAPTER 11

ADDENDUM TO PROOF OF CLAIM

1. This addendum is annexed to, and forms an integral part of, the proof of claim (as it may be amended, modified, or supplemented, the "*Proof of Claim*") of MidSouth Medical Imaging, LLC ("*MSMI*") and is incorporated therein by reference.
2. MSMI is the holder of claims against Gilmore Medical Center, owned by Amory Regional Medical Center, Inc. (the "*Debtor*") as described in the Proof of Claim to which this Addendum is annexed, and as set forth in further detail herein.
3. The Debtor commenced this case on August 24, 2018, (the "*Petition Date*") by filing a voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Tennessee (the "*Bankruptcy Court*").
4. The last day to file claims or proofs of interest against the Debtor with the clerk of the Bankruptcy Court is January 21, 2019, for all creditors, not including governmental units, and February 20, 2019, for all governmental units, as established by the *Order Fixing Bar Dates for Filing Proofs of Claim, Approving 503(b)(9) Proof of Claim Form, and Approving the Form*



and Manner of Notice of the 503(b)(9) Claims Bar Date [Dkt. # 544; Case No. 18-05665]<sup>1</sup> filed on December 11, 2018 (January 21, 2019, is the “*Bar Date*”).

**interWORKS PACS+ Monthly Agreement**

5. Pursuant to the parties’ interWORKS PACS+ Monthly Agreement (the “*Agreement*”, attached hereto as **Exhibit A**), the Debtor agreed to certain professional services, described in Exhibit A, provided by MSMI in exchange for payment on a monthly basis.

6. MSMI asserts that, as of the Petition Date, it is owed by the Debtor the outstanding amount of \$15,802.87 as an unsecured claim (the “*Claim*”). Invoices and a statement of account for the Debtor are attached hereto as **Exhibit B**.

7. The unpaid balances of the Claim do not include post-petition interest, late fees, costs of collection, attorneys’ fees and the like.

8. MSMI reserves the right to amend, modify, or supplement this Proof of Claim as additional information becomes available.

9. In filing this Proof of Claim, MSMI expressly reserves all rights and causes of action, including, without limitation, contingent or unliquidated rights that it may have against the Debtor. The description and classification of claims by MSMI in this Proof of Claim are not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of MSMI. Furthermore, MSMI expressly reserves all rights to amend, modify and/or supplement this Proof of Claim in any respect, including, without limitation, with respect to the filing of an amended proof of claim for the purpose of fixing and liquidating any

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<sup>1</sup> On August 29, 2018, the Bankruptcy Court entered its *Expedited Final Order (I) Directing Joint Administration of Related Chapter 11 Cases, (II) Approving Case Management Procedures, and (III) Granting Related Relief* [Dkt. # 59; Case No. 18-05665] to jointly administer the above captioned bankruptcy case, with the bankruptcy cases of Curae Health, Inc., Case No. 18-05665, Batesville Regional Medical Center, Inc., Case No. 18-05676, Clarksdale Regional Medical Center, Inc., Case No. 18-05678, Amory Regional Physicians, LLC, Case No. 18-05680, Batesville Regional Physicians, LLC, Case No. 18-05681, and Clarksdale Regional Physicians, LLC, Case No. 18-05682.

contingent or unliquidated claim set forth herein, or to file additional proofs of claim for additional claims, including, without limitation, claims for interest, fees and related expenses (including, without limitation, attorneys' fees).

10. This Proof of Claim is filed without prejudice to the filing by MSMI of additional proofs of claim or requests for payment with respect to any other indebtedness, liability, or obligation of the Debtor. For the avoidance of any doubt, MSMI expressly reserves the right to supplement this Proof of Claim, or file additional claims, for interest, fees, and expenses accrued or incurred following the Petition Date.

11. MSMI does not, by this Proof of Claim or any amendment or other action, waive any rights with respect to any scheduled claim. By filing this Proof of Claim, MSMI does not waive any rights under Chapter 5 of the Bankruptcy Code. In executing and filing this Proof of Claim, MSMI does not submit to the jurisdiction of the Bankruptcy Court for any purpose other than with respect to the claims set forth herein and does not waive or release: (i) rights and remedies against any other person or entity that may be liable for all or part of the claims set forth herein, whether an affiliate or subsidiary of the Debtor, an assignee, guarantor or otherwise; (ii) any obligation owed to it; (iii) any past, present or future defaults (or events of default) by Debtor or others; or (iv) any right to subordination, in favor of the Bank, of indebtedness or liens held by other creditors.

12. The filing of this Proof of Claim is not, and shall not be construed as, an election of remedies or a limitation of rights by MSML.

###

**EXHIBIT A**

See attached.



# interWORKS PACS+ Monthly Agreement

Quote Number: 08102017-msmikc-6  
 Proposal For:  
 Gilmore Memorial Hospital  
 1105 Earl Frye Blvd  
 Amory, MS 38821  
 Contact: Kyle Reeves  
 Email: kyle.reeves@mymerrithealth.com

Date: August 10, 2017  
 Dealer:  
 Mid South Medical Imaging  
 4264 Lakeland Drive  
 Flowood, MS 39232  
 Account Executive: Kevin Childers  
 Monthly Exams: Up to 2,167  
 Term of Agreement: 5 Years

Qty	Name	Type of Sale	Discounted Price
1	Avreo interWORKS PACS+ including RIS/PACS Application Installation on Licensee Managed hardware VM Infrastructure, HL7 messages: ORM (orders) In from 1 vendor, ORM (Study Complete) Out to 1 vendor, ORU (Report) Out to 1 vendor, Image Link ORU Out to 1 vendor, (Must meet Avreo's exact HL7 specification). Software Support included years 2-5.	Upfront Fee / Per Month	\$9,500.00 + \$3,910.00/Month
1	HL7 Report Migration	Statement of Work	Included
1	Professional Services DICOM Migration up to 250,000 studies	Statement of Work	Included
<b>Product Implementation</b>			
1	Project Management		Included
1	Onsite Applications Training - 3 Days	Statement of Work	Included
<b>Options</b>			
1	Mammography Reporting Systems		\$8,497.50
	<ul style="list-style-type: none"> <li>Product Details and full Terms and Conditions following document: Gilmore Memorial_V1.pdf</li> <li>Licensee provided hardware following MRS specifications document: Aspen Breast Specifications April 2017</li> </ul>		
0	Mammography Reporting Systems Annual Support	Per Year	\$1,382.50/Year
	<ul style="list-style-type: none"> <li>Product Details and full Terms and Conditions following document: Gilmore Memorial_V1.pdf</li> </ul>		
<i>*MRS Annual Support for years 2+ are not included in this proposal.</i>			
1	Avreo Cloud Archival Services for DICOM Radiology and Mammography studies. Additional fee per study for studies between 150MB and 300MB at (\$1.50). Additional fee per study for studies > 300MB at (\$2.33).	Per Study	\$0.37/Study Archived (Configurable)
1	Avreo Cloud VR powered by Nuance	Per Radiologist Per Month	\$250.00/Radiologist/ Month





Total Due: \$17,997.50 + \$3,910.00/Month +  
\$250.00/Radiologist/Month + \$0.37/Study  
configured to archive

Notes: This Agreement only includes software, hardware and services identified on page 1 of this Agreement and no other software, hardware or service will be provided. Under this Agreement, at the end of the Agreement term, the Licensee will own neither the Avreo License nor any hardware included on the Agreement. This Agreement DOES NOT include state sales tax. This Agreement is void after 30 days of the date listed on page 1.

**InterWORKS PACS+**

- |   |          |
|---|----------|
| 1. PACS/RIS Software and support for single virtual machine. Second VM for redundancy included.                   | Included |
| 2. Application Installation on Licensee Managed hardware VM Infrastructure  |          |
| 3. InterWORKS PACS+ is 100% HTTP SSL based architecture. Microsoft IIS webserver role with unlimited Avreo users. |          |
| 4. Document management/scanning with unlimited Avreo users  |          |
| 5. Unlimited Avreo Technologist users.  |          |
| 6. Unlimited Avreo results distribution viewer users  |          |
| 7. Unlimited Avreo HTML5 viewer users.  |          |

**Radiologist Module**

- |  |          |
|--|----------|
| 1. Unlimited Avreo radiologist diagnostic viewer users. Avreo zero impact install diagnostic viewer includes FDA 510K approved for MG studies. | Included |
| 2. Mammography Reporting Systems MQSA-certified Mammography Tracking system.   |          |

**ER/OR, Clinical Module**

- |   |          |
|---|----------|
| 1. Unlimited Avreo physician viewer users | Included |
|---|----------|

**Technologist Module**

- |                                       |          |
|---------------------------------------|----------|
| 1. Unlimited Avreo technologist users | Included |
| 2. Telerad DICOM routing              |          |

**Professional Services**

- |   |          |
|---|----------|
| 1. Professional Services DICOM Migration up to 260,000 studies (storage footprint between 10.2 TB to 20TB on Licensee Managed VM provided storage)  | Included |
| 2. Cloud ingestion fee up to 260,000 studies  |          |
| 3. Onsite Applications Training - 3 Days  |          |
| 4. HL7 messages: ORM (orders) In from 1 vendor, ORM (Study Complete) Out to 1 vendor, ORU (Report) Out to 1 vendor, Image Link ORU Out to 1 vendor (typically EMR). (Must meet Avreo's exact HL7 specification). ORU inbound not needed as Avreo CLOUD VR does not require another server and/or product selection. |          |
| 5. HL7 Report migration via ORU from current report repository to ensure Avreo PACS/RIS/EMR is populated with historical reports before go live.  |          |

**RIS Interpretation Module**

- |  |          |
|--|----------|
| 1. Digital Dictation   | Included |
| 2. Transcription   |          |
| 3. Avreo Cloud VR powered by Nuance (\$250.00/month/13.0ologist).  |          |
| <i>*Dragon Medical Practice Edition 2 integration is at no charge (Nuance Dragon Medical Practice Edition 2 license not included). Nuance has End of Lifed Dragon Medical Practice Edition / Nat speak SDK. Avreo highly recommends Avreo Cloud VR powered by Nuance as the alternative End of Lifed Nuance SDK is an unsupported product integration.</i> |          |

**Cardiologist Module**



1. Unlimited Avreo cardiology diagnostic viewer users. Avreo zero impact install diagnostic viewer with ECG viewing. Included

#### RIS/EHR for Radiology Module

1. ONC HIT 2014 Edition complete EHR certified software, which designates that the software is capable of supporting eligible providers and eligible hospitals with meeting the Stage 1 and Stage 2 Meaningful Use measures required to qualify for funding under the American Recovery and Reinvestment Act (ARRA) Included

2. Single server, database RIS/PACS/EHR design.

3. DICOM modality worklist

4. Results Distribution

5. Project management for procedures, physicians, RIS setup/import professional services.

6. RIS scheduler.

7. RIS workflow engine/tracking.

8. RIS Patient registration/information

9. RIS/PACS/EHR analysis reporting.

10. RIS/PACS/EHR single system security des gns meeting ONC 2014 HIT security standards for logging, PHI, persistence, encryption, tamper detection government requirements

11. Avreo CD/DVD/USB DICOM CD burning for unlimited Avreo users utilizing Avreo zero impact install CD burning module.



## Terms and Conditions for the License interWORKS PACS+ Monthly Agreement

This License interWORKS PACS+ Monthly Agreement ("Agreement") is made between Avreo, Inc. and Gilmore Memorial Hospital ("Licensee"). This Agreement includes certain Quotations, Licensee Agreements and other Exhibits attached hereto or to be mutually agreed in writing and attached in the future, all of which are incorporated herein by this reference.

### 1. Avreo provided Solution

#### 1.1 Avreo provided Solution - Features

Avreo will provide to the Licensee the Avreo provided Solution ("Solution") which consists of all software, hardware and services identified in the attached quotation on page 1 of this Agreement; provided, however, that the main server and redundant archive server shall remain the property of Avreo, Inc., and title thereto shall not pass to Licensee. No other software, hardware or services are included in this Agreement except as explicitly outlined on the attached quotation on page 1 of this Agreement.

Licensee may not add any software, systems or programs to the hardware without the express written consent of Avreo. Licensee may add hardware to the program provided that prior notice has been given by Licensee to Avreo and Avreo has approved, in writing, the addition of the hardware to the system. In the event that any additional hardware added to the system is determined to be causing either dysfunction or damage to the functioning of the Avreo system, determined in the sole discretion of Avreo, Avreo may require that any such additional hardware be removed from the system. Licensee may take no action to limit access by Avreo to the hardware of the system, at any time, either directly or remotely.

#### 1.2 License Agreements

The attached quotation on page 1 of this Agreement includes the License Agreements and Subscription Agreements applicable to the Solution identified in the attached quotation on page 1 of this agreement. If the parties agree to amend the attached quotation on page 1 of this Agreement by adding or deleting Services, Any change in this quotation must be amended in a writing signed by an authorized representative of Avreo.

This Agreement may provide for software provided by third party vendors, from whom Avreo has authority to license the use of the software. Any third party software provided by Avreo in conjunction with this Agreement shall be subject to the license requirements and restrictions of the third party provider. Avreo shall provide any third party software licenses directly to Licensee, and Licensee agrees to abide by and be governed by the terms of that License, and Avreo provides no representations, warranties or guarantees regarding any such third party software.

#### 1.3 Avreo Supplied Hardware Configuration

The hardware configurations applicable to the Solution identified on page 1 of this Agreement is the only equipment supplied by Avreo and specifications are available upon request.

#### 1.4 DICOM Conformance Statement

Avreo DICOM conformance statement is available on Avreo's website at [www.avreo.com](http://www.avreo.com).

### 2. Prices

Prices for Services are set forth in the Quotation on page 1 of this agreement. If the parties agree to amend Quotation by adding or deleting Services, any change in this quotation must be amended in a writing signed by an authorized representative of Avreo. It is agreed that the prices for this quotation are for the term of the initial term of this agreement. The price for service for any renewal term shall be subject to negotiation between the parties, and Avreo shall have the right increase the price for services at a rate not lower than the rate of inflation for the immediately preceding 12 months. Avreo charges fees for the conduct of studies at set levels of studies per month. It is agreed that the prices for the services and

equipment provided herein are in contemplation of the use of the system to accomplish a maximum of up to 2,167 studies per month. In the event that the number of studies performed by Licensee in any calendar month exceed the projected maximum study number by 10% or more, the Licensee agrees that the monthly price for the services shall increase an additional 10% of the monthly contracted rate for every 10% increase in the actual studies performed by the Licensee over the projected monthly maximum. Licensee study volumes are calculated per Study UID instance for DICOM studies and per report for exams without DICOM studies.

### 3. Fees

Licensee will be billed and shall pay deposit fees listed on page 1 of this Agreement immediately upon contract acceptance. Software fees shall be due and payable in advance on the first day of each month for which services are to be provided the first day of the month for the use of the Solution, with payment due within ten days. Licensee agrees to pay all fees, monthly and transaction fees, extended support fees, and late fees on a net 10 basis. Maximum late fees are calculated at 1 1/2% of the outstanding balance owed to Avreo by the Licensee. If there is a delay in the project of more than 30 days from the originally scheduled installation date due to Licensee delays, Avreo may bill and Licensee shall pay any remaining set up fee or monthly fees even though the project is not complete.

Licensee agrees that in the event it sells all or substantially all of its assets to another entity, it shall ensure that the acquiring entity assumes responsibility for and makes payment of any and all fees due to Avreo for the remaining term of this Agreement. The assumption of the remaining term of this contract by the acquiring entity is in addition to, and not in lieu of, the liability of the Licensee hereunder, provided that, the Licensee shall be given proper credit for payments made by the acquiring entity. Licensee hereby grants to Avreo a security interest in and to its accounts, equipment, hardware, software, receivables, and all proceeds thereof, to secure payment of any and all Licensee obligations under the terms of this Agreement.

### 4. Default

Licensee will be billed the first day of the month for the use of the Solution. Licensee agrees to pay all fees, monthly and transaction fees, extended support fees, and late fees on or before 10 days from the date of billing for the Solution. If payment is not received by the due date, late fees may be assessed. Licensee will be in Default, and the Solution may be discontinued without prior notice. Late fees are calculated at 1 1/2% per month of the outstanding balance owed to Avreo by the Licensee.

4.1 In the event the Licensee defaults in the performance of any obligation hereunder, Avreo shall have the right to immediately terminate services under this Agreement and discontinue the Solution without prior notice, and to collect all costs, including collection agency fees and reasonable attorney's fees, incurred in remedying the default or enforcement of any term of this Agreement.

### 5. Termination and Expiration

#### Upon Termination or Non-Renewal:

- a. Licensee will pay Avreo in full for Licensee use of the Solution for the entire term of this Agreement. Licensee will return all Solution materials received from Avreo and destroy all documentation regarding the Solution within 30 days.
- b. Licensee will pay Avreo in full for all support fees owed to Avreo up to the later of the effective date of termination of this Agreement or the date on which the Solution has been disconnected.
- c. Upon termination or non-renewal, Licensee shall immediately surrender possession and control of the main server and the redundant archive server. Purchaser may purchase the main server and/or archive server from Avreo upon such terms and conditions as Avreo may specify at the time of termination.
- d. Upon termination of this Agreement, any and all software provided by Avreo shall be immediately returned to Avreo and Licensee shall cease use of the software. Avreo will provide the server decommission process outlined in the "PS-5009 Avreo Professional Services Server Decommission Statement of Work" document. Avreo Server Decommission, migration and conversion fees may apply.

### 6. Taxes

Licensee is responsible for payment of all tariffs, telecommunications surcharges or other governmental charges due in



connection with Avreo's provision of the Solution to the Licensee. To the extent this Agreement includes the provision of the Solution which are determined to be subject to transaction taxes or which become taxable at some future point in time, and if Avreo is required by law to pay or collect any local, value-added, goods and services, or any other similar taxes or duties based on the Solution provided, then Avreo shall separately state such taxes in addition to the prices for the Solution, and the Licensee agrees to pay such amounts. Avreo will not collect sales taxes from the Licensee within jurisdictions in which Avreo is not required to be licensed to collect such taxes or when Avreo receives a properly executed exemption certificate from the Licensee, nor will Avreo assume liability for any uncollected taxes, in such circumstances.

#### 7. Payment Term

100% of the deposit listed on page 1 of this Agreement will be due upon contract acceptance after which the remaining recurring monthly fees will begin on first clinical use or completion of installation, whichever comes first. The deposit is non-refundable. The end-user must sign an End-User License Agreement prior to installation.

#### 8. Term of Agreement

This Agreement shall commence as of the Effective Date to be determined as of the go-live date or the date of first clinical use of the system and shall terminate 5 years from the Effective Date. Licensee is liable for all monthly payments for the term of this agreement. This Agreement shall automatically renew for consecutive two (2) year terms at the conclusion of the initial term unless Licensee provides notice of the intent not to renew at least 60 days prior to the termination of the term.

#### 9. Licensee's Responsibilities

##### 9.1 Physical Facilities:

Licensee is responsible for providing and maintaining a safe, secure and appropriate operating site for the infrastructure and for the Solution. Without limiting the foregoing, Licensee shall provide or arrange for appropriate electrical and network wiring, electrical power requirements, telephone lines, cabinet, security and/or storage requirements, and appropriate climate control. Avreo shall not be responsible for, nor shall Avreo take any action to make any changes to Licensee's infrastructure or non-System computer equipment or software.

In the event the date of installation of the Solution is delayed by thirty days from notification by Avreo that it is prepared for installation of the product, caused in whole or in part by the Licensee, Licensee shall pay any and all set up fees and begin payment of monthly fees, although the installation may not be complete. In the event that the Solution is not installed, any and all fees due and paid as of that date shall be deemed to be earned by Avreo, and Licensee shall not be entitled to any refund of any payment made as of that date.

##### 9.2 Training

Licensee agrees to make their employees and contractors available for training during implementation of the Solution identified on page 1 of this Agreement. Avreo will make reasonable efforts to accommodate modifications to the training schedules, provided that the final date training is not extended. Additional training is available and shall be charged to the Licensee as stated on page 1 of this Agreement, plus travel and expenses.

##### 9.3 Systems Administrator

Licensee shall designate a Systems Administrator (the Administrator) who shall be properly trained in and responsible for administering and troubleshooting the system hardware, Avreo software and third party software on a day to day basis. The Administrator should be capable of performing basic troubleshooting procedures on the hardware and software, and shall perform all such troubleshooting prior to contacting Avreo for remote technical support.

##### 9.4 Backup and Alternate Process Provisions

Licensee is solely responsible for ensuring the security of the data located on the Licensee premises. Licensee will establish and adhere to appropriate backup procedures, establish, and adhere to virus prevention and security policies, and prevent unauthorized access to hardware, including servers, workstations, and other means of access, both physical and electronic, to the network upon which the Product is running. Licensee is solely responsible for establishing and adhering to appropriate backup procedures to prevent the loss of clinical functionality in the event of critical error on the network or Product. LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS AVREO, ITS OFFICERS, DIRECTORS, AND EMPLOYEES,





IN THE EVENT OF ANY CRITICAL ERROR, AND ANY ASSOCIATED CONSEQUENCES, WHETHER CAUSED BY ANY SOFTWARE OR HARDWARE PROVIDED BY AVREO OR NOT, THAT PREVENTS THE APPROPRIATE FUNCTIONING OF THE PRODUCT IN A CLINICAL ENVIRONMENT.

**9.5 Power Requirements:**

- a. Avreo Server- Dedicated 120 VAC, 20 Amp power circuit. Circuit should have a quad receptacle and be located within 4 feet of server.
- b. Server DAS- (if included) - Dedicated 120 VAC, 20 Amp power circuit. Circuit should have a quad receptacle and be located within 4 feet of server.
- c. PC's- 120 VAC two gang receptacle, 15 Amp circuit and located within 4 feet of PC.
- d. Dell ISO Server- Dedicated 120 VAC, 20 Amp power circuit. Circuit should have a quad receptacle and be located within 4 feet of server.
- e. a. Customer to supply UPS or conditioned power for Avreo hardware.

**9.6 Space and Environment Requirements:**

- a. Need adequate space and ventilation for Avreo server and Direct Attached Storage.
  - i. 2U for a rack mount chassis server. 2U for Direct Attached Storage
  - ii. Dealer/Licensee on point to supply secure location for server with adequate ventilation and cooling.
  - iii. If location does not allow or is impaired from cell phone use, then the Licensee needs to supply LAN based phone within reach of the Avreo server in order to facilitate support.
- b. PC's- Adequate space for keyboard, monitor and mouse. Holes and/or raceways in counters and/or desktops for running the keyboard, mouse and monitor cables to the computer.

**9.7 Cabling and Network Requirements:**

- a. Physical
  - i. Cabling- should meet IEEE standards for Ethernet and the ANSI/TIA/EIA 568 and 569 standards for structured cabling.
  - ii. Avreo Server(s)- Four Cat 5 cable receptacles located within 4 feet of server. (Note: If using Gigabit Ethernet, use appropriately rated copper cable and connectors. Avreo server ships with 10/100/1000 baseT copper Ethernet network card.)
  - iii. PC's- Cat 5 cable receptacle located within 4 feet of PC.
  - iv. Dedicated modem line for faxing reports. Located within 4 feet of Avreo server. If line is provided through a premise phone switch, then use a dedicated line-out with dial-out only enabled. Dial-in should be disabled for this line. This line must not be part of a shared modem pool line.
- b. Network Switches- The network should be able to support intended use of the system (a minimum of a switched 100baseT network is recommended).
- c. Configuration- Avreo network configuration requirements for all applications and Solutions are contained in the "Network/Firewall Configuration Requirements for Avreo" document.
- d. IP address, Subnet Mask and Default Gateway for the Avreo server located on Licensee premises.
- e. Minimum of 3 IP addresses per server. Depending on the configuration additional IP addresses may be required.
- f. Licensee is responsible for all network infrastructures. This includes: network equipment installation and setup, IP address schema, network cabling and testing, network patch cables, Internet access, router management and firewall management.
- g. Licensee is responsible for installing PC's and configuring them to run on the network.
- h. Setup of the modality DICOM Print network. (Responsibility of the Licensee unless otherwise noted in the quote.)
- i. Coordinating DICOM configurations with the Licensee's modality vendors. Avreo will supply the information needed to the Licensee who will in turn supply the modality vendors and coordinated the modality vendor's DICOM configuration.

**9.8 Network/Firewall Configuration Requirements for Avreo**

- a. The following ports and protocols are configured for communication between the Avreo Server and any Licensee wanting access to the system (IP Address provided by the Licensee or the Licensee's Network Administrator). This information is used to facilitate connectivity to Avreo's Solution on the LAN and on the WAN. Note: There are many

different ways to implement network/firewall connections depending on the equipment that is deployed and the way in which it is configured. Each method has various strengths and weaknesses as it relates to security and functionality. Consult your network provider on the various options.

b. Internet Connectivity is required for Avreo Support and providing outside access to images and reports.

c. The following ports are configured for communication between the Avreo Server (IP Address provided by the Licensee or the Licensee's Network Administrator) and any Licensee wanting access to the Avreo system.

a. LAN Access Port: 80 open for bi-directional TCP

d. When using SSL (Secure Socket Layer), the following ports are configured for communication between the Avreo Server (IP Address provided by the Licensee or the Licensee's Network Administrator) and any Licensee wanting access to the Avreo system. Note: Licensee would need to purchase a SSL certificate to use this feature.

a. Internet Access Port: 443 open for bi-directional TCP

#### 9.9 Modalities

a. Licensee agrees to make all necessary arrangements to provide DICOM 3.0 compliant Modalities (minimum of DICOM 3.0 Store) that send images to and/or receive images from the on-site interWORKS PACS+ Application Server. The Licensee is responsible for all OEM charges on the modality side of the DICOM connection.

#### 9.10 Customer Supplied Hardware and Software

Licensee agrees to supply all other hardware and software not explicitly listed on page 1 of this Agreement. i.e., Purchase and support of Diagnostic and Clinical workstations are the responsibility of the licensee or third party organization.

#### 10. Cooperation

Licensee agrees to provide Avreo and Dealer (if applicable) with all cooperation and information reasonably necessary or desirable to implement the Solution for the Licensee.

#### 11. Ownership of Intellectual Property and Equipment

##### 11.1 Intellectual Property

Unless otherwise expressly set forth in this Agreement, the parties do not, directly or by implication, by estoppels or otherwise, grant to each other any rights or licenses, and neither party shall have any ownership rights in any intellectual or tangible property of the other.

##### 11.2 Equipment

Unless otherwise expressly set forth in this Agreement, all equipment provided by Avreo in connection with this Agreement shall remain the property of Avreo.

##### 11.3 Title

Avreo shall retain title to and all rights in all intellectual property provided by Avreo, including, but not limited to, any know-how related to Avreo-provided Solutions or products such as hardware, software or any other server technology.

On all SLS proposals, hardware purchased by Licensee shall remain the property of Avreo unless and until the payments referenced herein have been made by Licensee. On monthly proposals, all hardware provided shall remain the sole property of Avreo, and shall be returned promptly upon termination of this Agreement. In the event that hardware is purchased by Licensee independent of Avreo, such hardware shall remain the sole property of Licensee, PROVIDED, HOWEVER, that in the event that Licensee has incorporated any hardware owed by licensee onto or into any hardware owned by Licensee, Licensee shall be responsible for removing and returning such Avreo hardware without damage thereto.

##### 11.4 Third Party Intellectual Property

Licensee understands that delivery of the Solution may involve use of software owned by Avreo or third parties under license Agreements with Avreo. Licensee agrees to abide by the following terms governing use of such software:

- a. Licensee shall not cause or permit reverse engineering, disassembly or decompilation of any Solution provided by Avreo, or use such Solution outside the scope of this Agreement;
- b. Title to Solution provided by Avreo shall not pass to the Licensee;
- c. Licensee may use the Solution only in object code form.





- d. Upon termination of this Agreement, or any applicable SSA, the Licensee shall cease using the Solution;
- e. Licensee understands that in the event that the Licensee violates the intellectual property rights of any third-party supplier of software, such software supplier shall have the right to enforce its intellectual property rights with respect to the software directly against the Licensee;
- f. Licensee may access the Avreo provided Solution only in connection with use of the Services and the Licensee's business operations, and the Avreo provided Solution may not be re-licensed, rented, leased, or used for time sharing or service bureau users by the Licensee.

## 12. Restrictions on Use

### 12.1 Data Use

Unless requested to do so by the Licensee, Avreo will not collect or retain for its own purposes any personally identifiable information regarding the Licensee's customers or end users who access the Solution through the Licensee. Avreo may monitor use of the Solution and gather statistical and demographic information about use of the Solution. Such information may be used for internal statistical and marketing reports and may be shared by Avreo with third parties in aggregate or statistical form only without disclosure of the Licensee's confidential information or any personally identifiable information about the Licensee, the Licensee's customers, or end users. No confidential or personally identifiable information about the Licensee, the Licensee's customers, or end users shall be sold, assigned, leased, or otherwise disposed of to third parties by Avreo. Upon the Licensee's request, any data provided by the Licensee shall be promptly returned to the Licensee by Avreo or, if the Licensee so elects, shall be destroyed, provided that such return or destruction would not be a violation of any applicable law or governmental regulation.

## 13. Privacy

Both parties agree to comply with all applicable privacy or data protection statutes, rules, or regulations governing the respective activities of the parties. Prior to initiation of the Solution under this Agreement and on an ongoing basis thereafter, the Licensee agrees to provide notice to Avreo of any privacy or data protection statutes, rules, or regulations which are or become applicable to the Licensee's business and which could be imposed on Avreo as a result of provision of the Solution under this Agreement.

## 14. Warranties and Warranty Disclaimers

Avreo hereby warrants that the Software will perform the services set forth on Page 1 of this Agreement. Other than as specifically warranted on Page 1 of this Agreement, Avreo makes no representations regarding the ability of the Software to perform functions for the Licensee. **AVREO HEREBY DISCLAIMS ANY OTHER WARRANTY, EXPRESS OR IMPLIED; THIS DISCLAIMER SPECIFICALLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

In the event that the Software fails to comply with the express warranties contained herein, Avreo agrees to either repair the software to enable it to perform such service, or to replace the software with an identical version licensed to the Licensee. The remedies for breach of any warranty shall be limited solely to such repair or replacement. In no event shall Avreo be liable for any incidental or consequential damages in any way arising from the failure of the technology to comply with any warranty, express or implied. The parties agree that backup systems for the retention of data are the sole responsibility of the Licensee, and Avreo disclaims and shall not be responsible in any amount whatsoever for the loss of any data by the Licensee for any reason.

## 15. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

AVREO SHALL NOT BE LIABLE TO THE LICENSEE (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LICENSEE'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LIABILITY FOR PERSONAL INJURIES, LOST PROFITS, OR LOSS OF BUSINESS AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT.



**16. Limitations on Liabilities**

IN NO EVENT SHALL AVREO'S AGGREGATE LIABILITY TO THE LICENSEE (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE LICENSEE), EXCEED THE LICENSE FEES ACTUALLY PAID BY THE LICENSEE TO AVREO FOR LICENSING THE PARTICULAR COPY OF THE LICENSED SOFTWARE OR LICENSED DOCUMENTATION.

**17. Governing Laws**

Any claim arising under or relating to this Agreement shall be governed by the Internal substantive Laws of the State of South Carolina and the federal courts located in South Carolina, without regard to principles of conflict of laws. In the event of any litigation arising out of this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees.

**18. Miscellaneous****18.1 Notice**

Unless otherwise stated herein, all notices under this Agreement shall be written and shall be delivered by hand, post, fax, or email (with contemporaneous delivery by one of the foregoing means) to the persons and at the addresses as set forth below and shall be deemed given upon transmission in the case of fax or email or otherwise upon delivery. In the event of a dispute arising from this Agreement, the prevailing party will be responsible to pay reasonable attorneys fees. Either party may change its address for receipt of notice to the other party by delivering written notice of such change pursuant to this Section.

**If to Licensee:**

Gilmore Memorial Hospital

Kyle Reeves

1105 Earl Frye Blvd

Amory, MS 38821

Phone:

Email:

kyle.reeves@mymerthealth.com

**If to Avreo:**

Avreo, Inc.

John Sloan, CEO

4050 Azalea Drive

North Charleston, SC 29405

Phone:

Email:

1-800-844-9926

jsloan@avreo.com

**18.2 Invalidity**

The invalidity or unenforceability for any reason of any provision of this Agreement shall not prejudice or affect the validity or enforceability of its other provisions.

**18.3 Assignment**

Neither party may assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other. Notwithstanding the foregoing, upon notice to the other party, Avreo, Inc may assign or delegate its rights and obligations under this Agreement to one or more of its affiliates under common control or ownership, and either party may assign all of its rights and obligations under this Agreement to a successor entity as part of a merger, sale, or consolidation involving transfer of all or substantially all of the party's stock or assets, provided that the assignee or successor entity agrees to be bound by the terms of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective officers, directors, employees, successors, and assigns.

**18.4 Independent Contractor**

The parties hereto are independent contractors. Nothing in this Agreement will be construed to make the parties partners or joint ventures or to make either party liable for the obligations, acts or activities of the other.

**18.5 Entire Agreement**

This Agreement, including each Schedule, constitutes the entire Agreement between the parties with respect to matters contained herein. All prior or contemporaneous Agreements and negotiations with respect to these matters are superseded.



by this Agreement. Any changes to this Agreement, or any additional or different terms in the Licensee's purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by the party against whom enforcement is sought.

#### 18.6 Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single Agreement. This Agreement will be considered fully executed when all parties have executed and delivered an identical counterpart to the other party, notwithstanding that all signatures may not appear on the same counterpart.



## Acceptance

This License interWORKS PACS+ Monthly Agreement ("Agreement") is made on the Effective Date between Avreo, Inc., 4050 Azalea Drive, North Charleston, SC 29405 ("Avreo") and Gilmore Memorial Hospital.

### Customer:

Name: Gilmore Memorial Hospital

Date: 10-10-2017

Signature: Tina S. B...

Title: Curre CFO

### Channel Partner:

Name: Mid South Medical Imaging

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Avreo, Inc.

Name: John Sloan

Title: CEO

Signature: [Signature]

Date: 10-17-2017





## End User License Subscription Agreement

**IMPORTANT – READ CAREFULLY:** Be sure to carefully read and understand all of the rights and restrictions described in this End-User License Agreement. The software covered by this Agreement is licensed, not sold. Avreo hereby licenses its software and any associated media, printed materials, and on-line or electronic documentation upon the express acceptance by Licensee of all of the terms contained herein. By using the software, Licensee agrees to each and every term contained herein. This Agreement supersedes any prior Agreement, representation, or understanding between the parties.

### 1. GRANT OF LICENSE

Avreo (and/or its affiliates and licensors) owns the software described herein, and hereby licenses to the Licensee ("Licensee") the product, so long as the Licensee agrees to each term of this End-User License Agreement ("EULA"). This EULA covers all the products offered by Avreo, collectively and individually referred to as the "Software". Subject to the rights and restrictions of this EULA, Avreo grants the Licensee a non-exclusive and non-transferable license to install and use the Software.

### 2. RESTRICTIONS ON USE

Licensee acknowledges that the Software represents and embodies valuable trade secrets of Avreo and/or its affiliates and licensors. Except in accordance with the terms of this License, the Licensee agrees:

- 2.1 to maintain all licenses on all copies of the Software
- 2.2 not to decompile, disassemble, reverse engineer or otherwise attempt to derive the Software's source code from object code except to the extent expressly permitted by applicable law or treaty despite this limitation;
- 2.3 not to sell, rent, lease, license, sublicense, display, modify, time share, outsource or otherwise transfer the Software to any third party;
- 2.4 not to use the Software for any purpose other than as specifically provided in this EULA;
- 2.5 to use reasonable care and protection to prevent the unauthorized use, copying, publication or dissemination of the Software and confidential information learned from the Licensee's use of the Software;
- 2.6 Licensee will not export or re-export any Software without both the written consent of Avreo and the appropriate U.S. and/or foreign government license(s).

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### 4. TERMINATION

Any license granted hereunder shall terminate immediately upon the event that the Licensee fails to comply with the terms and conditions of this EULA. Licensee agrees to immediately discontinue use of the Software and within ten (10) days return to Avreo all copies of the Software. In the event that copies of such Software have been destroyed prior to demand for return by Avreo, the Licensee shall certify in writing to Avreo the destruction of all software-only items. All terms of this Agreement, including any obligations to pay accrued charges and fees, if any, shall survive the termination of this EULA.



## 5. CONFIDENTIAL, PROPRIETARY and INTELLECTUAL PROPERTY

Licensee acknowledges that the Software embodies valuable confidential and trade secret information of Avreo and that the Licensee has no right to disclose any confidential information pertaining to the Software, or any part thereof, except to those employees or consultants of the Licensee who have a need to know for proper operation of the Software, who are under obligation of confidentiality to the Licensee consistent with the Licensee's obligations under this Agreement, and whom the Licensee has advised of their obligations with respect to confidential information. Except as provided herein, neither party may, without the written consent of Avreo, disclose the terms of this Agreement to any third party or publicly announce the existence of the Agreement or its terms, or advertise or release any publicity in this regard.

## 6. CLINICAL INFORMATION CONFIDENTIALITY and PATIENT PRIVACY

Licensee acknowledges that Avreo is a provider of product(s) and services involving access, storage and distribution of clinical information. Pursuant to this Agreement, Avreo shall act with due diligence to provide counsel to the Licensee to take reasonable and responsible steps:

- 6.1 to provide security measures to protect access to electronic medical records.
- 6.2 to insure access is limited to authorized members of the Licensee Staff, as well as authorized referring physicians and their patients.
- 6.3 to fully comply with the Health Insurance Portability and Accountability Act (HIPAA).
- 6.4 to provide Avreo written confirmation assuring all reasonable and responsible security measures have been taken by Licensee.

Avreo provides as part of its products and services, long-term storage and archival of patient records for purposes of health care operations, as defined by the proposed HIPAA regulations, as well as other potential uses including, but not limited to, disaster recovery, disease management and patient access. Avreo is committed to take reasonable steps to ensure the following on behalf of the licensee:

- 6.5 No access to patient records shall be permitted except in conjunction with accepted health care provider practices or by duly authorized employees of Avreo involved in the maintenance and support of Avreo product(s) and services.
- 6.6 AVREO SHALL TAKE REASONABLE AND APPROPRIATE MEASURES TO PROTECT PROTECTED HEALTH INFORMATION FROM DISCLOSURE. AVREO SHALL BE CATEGORIZED AS A "PARTNER" OF THE LICENSEE THAT WILL BIND AVREO TO THE INFORMATION SECURITY POLICIES AND PRACTICES OF THE PROVIDER OR INSTITUTION. AVREO SHALL NOT UNDER ANY CIRCUMSTANCES DISCLOSE ANY PROTECTED HEALTH INFORMATION AS DEFINED BY HIPAA EXCEPT IN CONJUNCTION WITH OFFICIAL HEALTH CARE OPERATIONS OR WITH THE EXPRESS WRITTEN CONSENT, REQUEST OR INSTRUCTIONS OF THE PATIENT, OR WHEN REQUIRED TO BY LAW.

## 7. DISCLAIMER OF WARRANTY AND LIABILITY

EXCEPT AS EXPRESSLY WARRANTED BY AVREO HEREIN WITH RESPECT TO OWNERSHIP:

- 7.1 AVREO HEREBY WARRANTS THAT THE SOFTWARE WILL PERFORM THE SERVICES SET FORTH WITHIN THIS AGREEMENT. OTHER THAN SPECIFICALLY WARRANTED IN THIS AGREEMENT, AVREO MAKES NO REPRESENTATIONS REGARDING THE ABILITY OF THE SOFTWARE TO PERFORM FUNCTIONS FOR THE LICENSEE. AVREO HEREBY DOES NOT WARRANT THAT THE SOFTWARE IS WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. AVREO DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED; THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE IS WITH LICENSEE; and
- 7.2 IN THE EVENT THAT THE SOFTWARE FAILS TO COMPLY WITH THE EXPRESS WARRANTIES CONTAINED HEREIN, AVREO AGREES TO EITHER REPAIR THE SOFTWARE TO ENABLE IT TO PERFORM SUCH SERVICE, OR TO REPLACE THE SOFTWARE WITH AN IDENTICAL VERSION LICENSED TO THE LICENSEE. THE REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED SOLELY TO SUCH REPAIR OR REPLACEMENT. IN NO EVENT SHALL AVREO BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING FROM THE FAILURE OF THE TECHNOLOGY TO COMPLY WITH ANY WARRANTY, EXPRESS OR IMPLIED. AVREO HAS NO LIABILITY TO LICENSEE OR ANY OTHER INDIVIDUAL OR ENTITY CONNECTED WITH LICENSEE FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR

NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION DIRECT AND INDIRECT, SPECIAL, CONSEQUENTIAL AND INCIDENTAL DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SOFTWARE, EVEN IF AVREO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT BACKUP SYSTEMS FOR THE RETENTION OF DATA ARE THE SOLE RESPONSIBILITY OF THE LICENSEE, AND AVREO DISCLAIMS AND SHALL NOT BE RESPONSIBLE IN ANY AMOUNT WHATSOEVER FOR THE LOSS OF ANY DATA BY THE LICENSEE FOR ANY REASON.

#### 8. UPGRADES

If the Software is labeled as a revision ("Upgrade"), Licensee must be properly licensed to be eligible for the Upgrade. Software labeled as an Upgrade replaces and/or supplements the Software that formed the basis of Licensee's eligibility for the Upgrade. Licensee may use the resulting Software only in accordance with the terms of this EULA. This implies no guaranty of upgrade or new version of the Software.

#### 9. SUPPORT

Avreo may provide Licensee with professional services related to the Software Support ("Support"). Use of Support is governed by policies and programs described in the Software Support Agreement below. Any supplemental software code, user manual(s), online documentation, and/or other Avreo materials provided to Licensee, as part of the Support shall be considered part of the Software and subject to the terms and conditions of this EULA. Avreo may retain and use any technical information provided by Licensee for its business purposes, including product support and development. Avreo will not utilize such technical information in a form that personally identifies the Licensee.

#### 10. MISCELLANEOUS

10.1 For the convenience of Licensee, Avreo may provide Licensee with media that contains the Software, along with additional Avreo owned software programs. Licensee shall not access, install or use any of the additional software programs that may be contained in the media without Avreo's prior written consent. In the event Avreo provides Licensee such consent, Licensee's use of that software shall be subject to the terms of this Agreement unless another signed and enforceable Avreo license Agreement applies to that software.

10.2 This Agreement is the entire understanding between Licensee and Avreo and supersedes any prior communication, Agreement or understanding of any kind, oral or written, concerning this subject matter. This Agreement may only be modified except by a written Agreement signed by an authorized representative of Licensee and an authorized representative of Avreo.

10.3 If any part of this Agreement is found to be invalid or unenforceable, that part shall be deemed modified to the extent necessary to eliminate its invalidity or unenforceability and the remaining terms shall be in full force and effect. Licensee may not assign or otherwise transfer this Agreement or any of its rights or obligations without the prior written consent of Avreo.

10.4 THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. LICENSEE HEREBY CONSENTS TO THE JURISDICTION FOR THE COURTS IN CHARLESTON COUNTY, SOUTH CAROLINA.

10.5 Correspondence should be directed to: Avreo / 4055 Azalea Drive, N. Charleston, SC 29405 USA/ Attn: Licensing Dept. / (800-844-9926)





Acceptance

Customer:

Name: Gilmore Memorial Hospital

Date: 10-10-2017

Signature: Tim S. B...

Title: Curac CFO



## Licensee Hardware Terms and Conditions

Applicable to all apparatus or equipment sales by Avreo Inc. (herein referred to as Avreo).

1. This quotation is subject to withdrawal or change upon notice at any time prior to acceptance of an order and is valid for the length of time specified on the face hereof. It supersedes all previous quotations and, if accepted, all previous Agreements relating to the subject matter hereof. Acceptance of this proposal is expressly limited to the terms and conditions contained herein and any additional or different terms or conditions contained in licensee's order or response hereto shall be deemed objected to by the seller without need of further notice or objection and shall be of no effect nor in any circumstances binding upon the seller. Licensee will be deemed to have assented to all terms and conditions contained herein if any part of the described merchandise is accepted.
2. Shipping dates are approximate and are based upon prompt receipt of all necessary information. Avreo shall not be liable for special or consequential damages caused by delay in delivery or failure to manufacture. Avreo shall not be liable for delays in delivery or failure to manufacture due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of the Licensee, acts of civil or military authority, fires, strikes, floods, epidemics, quarantines, war, riot, delays in transportation, car shortage, or inability to obtain necessary labor, materials, components, manufacturing facilities or any other commercial impracticability. In the event of product shortage, Avreo shall have the right to allocate its available products among its customers in such a manner as Avreo in its sole discretion may consider equitable.
3. If the financial condition of the licensee at any time is such as to give Avreo, in its sole judgment, reasonable grounds for insecurity concerning the licensee's ability to perform its obligations under this contract, Avreo may require full or partial payment in advance and suspend any further deliveries or performance until such payment has been received. Failure to furnish such payment within 10 days of demand by Avreo shall constitute a repudiation of the contract and in such event Avreo shall be entitled to receive reimbursement for its reasonable and proper cancellation charges. Payment shall become due in accordance with the payment terms on the face hereof. All deferred payment plans or promissory notes must include the grant of a suitable Security Agreement in favor of Avreo in and to the equipment and proceeds thereof, the terms of which must be approved by and acceptable to Avreo. If shipments are delayed by the Licensee, payment shall be due from the date when Avreo has notified the Licensee it is prepared to make shipment. If manufacture is delayed in whole or in part by actions of the Licensee, payment shall be immediately due apportioned upon the contract price and the percentage of completion. Equipment held by the Licensee shall be at the risk and expense of the Licensee. The installation shall be considered complete when the equipment is operational for the purpose intended, regardless of minor incompleteness or missing parts or accessories.
4. In the event the sale of equipment is not consummated in whole or in part by the default or failure on the part of the Licensee, the Licensee shall pay to Avreo as liquidated damages 20% of the total contract price, such amount being hereby agreed upon liquidated damages. The parties agree that, in the event of default, actual damages are difficult to ascertain, the liquidated damages are a reasonable approximation of the actual damages, and the said damages are not a penalty.
5. The Licensee shall assume all transportation charges from the f.o.b. point shown on the face hereof. Nevertheless, until installation of the apparatus hereunder and payment for the apparatus shipped, title thereto, and right of possession thereof shall remain with Avreo. Risk of loss, including, but not limited to, loss caused by the negligence of the Licensee shall be borne by the Licensee. In the event that the Licensee is purchasing hardware from Avreo, title shall pass to the Licensee upon shipment, installation, and pro-rata payment, provided, however, that Avreo shall retain a security interest in and to the apparatus all payments hereunder (including deferred payments) shall have been made in full. The Licensee agrees to do all acts reasonably necessary or desirable to maintain such title and right in Avreo and to perfect the security interest in the apparatus.
6. Avreo's prices do not include sales tax, use, excise, or other taxes. In addition to the prices specified herein, the amount of any present or future sales use, excise, or other similar tax applicable to the manufacture, sale or use of the products hereunder, shall be paid by the Licensee as a part of said price, or in lieu thereof the Licensee shall provide Avreo with a



tax-exemption certificate acceptable to the taxing authorities at time this contract is executed. The failure to provide a acceptable tax certificate to Avreo will require payment of applicable taxes by the Licensee.

7. Unless otherwise specified in writing the company will assemble the apparatus covered herein and will connect the same to the safety switches or electrical outlets to be provided, maintained, and installed by the Licensee. Any additional charges for the cost of such electricians or labor related thereto shall be the sole responsibility of the Licensee. For installations of new or used apparatus or apparatus covered by Avreo Service Agreements, proper electrical current and grounding for operation of the apparatus must be brought to the safety switches and outlets by the Licensee, and the Licensee shall supply all necessary conduits, wiring, conduit steel or similar support in the ceiling, plumbing, carpentry, construction work, rigging, and maintenance for these items required for completion of the installation or the implementation of a Avreo's Service Agreement. Should any additional preparation be required for completing the installation or implementing Avreo's Service Agreements shall be supplied by the Licensee at the Licensee's cost. The prices quoted herein include furnishing data necessary for setting up techniques but do not cover any "r" unit calibrations on any machine for therapeutic purposes, radiation safety or protection surveys, or shielding recommendations normally done by a registered Radiation Physicist.
8. Where any part of the payment is dependent upon installation of the apparatus and installation is delayed for any reason for which Avreo is not responsible, the 30th day from the date of delivery to the Licensee shall be considered the date of completion of the installation and the terms of payment and the warranty, shall apply as of that date.
9. In the event of any litigation arising out of this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees.
10. This instrument constitutes the entire and only Agreement between the parties, and any prior dealings, promise, representations or agreements, including usage of the trade, shall be merged herein. No waiver, alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by an authorized representative of Avreo.



## Acceptance

### Customer:

Name: Gilmore Memorial Hospital

Date: 10-10-2017

Signature: T. S. Brown

Title: Curae CFO







d. Acting as the primary interface between the Licensee and Avreo.

**Licensee Systems Administrator:**

**Name:** Kyle Reeves

**Contact Information:** kyle.reeves@mymerithealth.com

**6.4 Local Area Network.** The Licensee is responsible for maintaining support for their local area network. All support calls determined to be a network problem will be billed at our current labor rates as stated in Section 8.6 below. A cabling Contractor should provide an IEEE certification test that checks the network for improper wiring, length, attenuation, noise, and cross talk. Licensee should be prepared to produce this certification test if network or transmission related issues arise.

**6.5 Wide Area Network.** The Licensee is responsible for maintaining support for their wide area network. All support calls determined to be a network problem will be billed at our current labor rates as stated in Section 8.6 below. All connections outside of the private network will require sign off from both parties recognizing the security risk involved. Avreo will work with the Licensee to establish secure VPN access to the Licensee site.

**6.6 DICOM.** The Software provides an SSCP component to receive DICOM associations from modalities. To facilitate this connection, all modalities must have a DICOM 3.0 compliant package loaded or utilize a third party DICOM compliant exporting device and shall be connected to the Local Area Network. To equip the Software to receive DICOM associations, the modality vendor must provide the IP address, AE Title and Port of the SSCU device. Conversely, Avreo shall provide to the Licensee and its vendor the IP address, AE Title and Port of the SSCP to which the modality will be sending. If issues arise, the Licensee shall make a modality representative available during install to configure DICOM output to the Software. If previous compliance cannot be determined, the Avreo Project Manager shall be proactive in determining DICOM interoperability with modalities and test for proper communications, orientation and display of images.

**6.7 Environmental.** The SA shall ensure adequate environmental conditions for system for the Avreo system.

**6.8 Training.** The Licensee is responsible for assuring the attendance of all designated staff at the scheduled sessions. All additional training requirements including standard business hours, after-hours, weekends, repeat visits will be billed at the current standard time and materials rate. Note, Licensee should be prepared to arrange staffing schedules during training days.

**6.9 Network Access.** The Licensee is responsible, at its sole expense, for acquiring and maintaining all the necessary computer hardware, software, and telecommunications equipment and services necessary to connect End Users and Acquisition Sites to the public Internet, and all charges associated with such equipment or access. Licensee agrees that it will not, without the prior written permission of Avreo, add, install or operate, on the server component of the system, any other programs, processes or any other similar component that would adversely affect the performance of such server.

**6.10 Output Requirements.** Licensee understands and agrees that Licensee is solely responsible for ensuring that all modalities used in conjunction with the Solution output a DICOM 3.0 image object (whether directly or through third party conversion hardware). Avreo will provide a DICOM performance statement upon request. Similarly, all Information Systems shall be HL7 (Health Level 7) compliant.

**6.11 Backup and Alternate Process Provisions.** Licensee is solely responsible for ensuring the security of the data located on the Licensee premises. Licensee will establish and adhere to appropriate backup procedures, establish and adhere to virus prevention and security policies, and prevent unauthorized access to hardware, including servers, workstations, and other means of access, both physical and electronic, to the network upon which the Solution is running. Licensee is solely responsible for establishing and adhering to appropriate backup procedures to prevent the loss of clinical functionality in the event of critical error on the network or Solution. LICENSEE AGREES TO INDEMNIFY AND HOLD HARMLESS AVREO, ITS OFFICERS, DIRECTORS, AND EMPLOYEES, IN THE EVENT OF ANY CRITICAL ERROR, AND ANY ASSOCIATED CONSEQUENCES, WHETHER CAUSED BY ANY SOFTWARE OR HARDWARE PROVIDED BY AVREO OR NOT, THAT PREVENTS THE APPROPRIATE FUNCTIONING OF THE SOLUTION IN A CLINICAL ENVIRONMENT.

**6.12 System Access.** Licensee acknowledges that the network must maintain network connectivity visible to Avreo at all times during the Term of this Agreement.

**6.13 End User and Acquisition Sites.** Licensee shall remain responsible for the compliance with the terms of this Agreement by End Users and Acquisition Sites in which Licensee installs or otherwise provides the Product pursuant to this Agreement.



Avreo's obligations relating to the Solution with respect to any individual End User location or Acquisition Site shall be contingent upon such party entering into an Agreement which includes provisions that:

- a. Prohibit title to the Software from passing to the End User or Acquisition Site, or any other party;
- b. Disclaim, to the extent permitted by applicable law, Avreo's liability for any damages, whether direct, indirect, incidental or consequential, arising from the use of the Software or Services;
- c. Prohibit the reverse engineering, disassembly or decompiling of the Software as well as the addition, to the server component of the Software, of any other programs, processes or any other similar component that would adversely affect the performance of such server, by either the Licensee, Acquisition Site, or any other party;
- d. Require the Licensee or Acquisition Site, as applicable, use of the software license as distributed per the original purchase Agreement.

**7. Avreo Responsibilities.** Avreo is responsible for the following provisions:

**7.1 System Performance.** Avreo warrants to Licensee that the Solution as delivered will continue to operate materially in accordance with its documentation. Specific measures cannot be determined until a hardware configuration is mutually agreed upon.

**7.2 Availability.** Healthcare operations are considered mission-critical. Avreo has taken all reasonable and responsible measures to provide 24x7 responses to support issues. Avreo's 24x7 support can be reached at 1-866-286-8082 Menu item #1. In addition, access to our help desk software and our 24x7 support@avreo.com is monitored during normal business hours.

**7.3 Information Privacy.** Avreo is an e-Health company specializing in "real time" secure-access, and distribution of clinical information. Pursuant to this Agreement, Avreo will be providing various software and services to the Licensee. In connection with this Agreement, Avreo will provide access to electronic patient records. This access shall be limited to authorized members of the hospital, clinic, imaging center or radiology group staff, as well as authorized referring physicians and their patients. It is the intent of Avreo to fully comply with the Health Insurance Portability and Accountability Act (HIPAA). As part of the services provided under this Agreement, Avreo provides a solution for long term storage and archival of patient information for purposes of healthcare operations, as defined by HIPAA regulations, and as well as other potential uses including disaster recovery, disaster management and patient access. Licensee will not permit access to this data except in conjunction with health care operations, technical support by duly authorized agents of Avreo, or by a patient's request or express consent. Avreo shall be categorized as a "business associate" of the Licensee that will bind Avreo to the information security policies of the provider or institution. Avreo shall not under any circumstances disclose any protected health information as defined by HIPAA except in conjunction with health care operations or with the express consent, request, or instructions of the patient, or when required by law.

**8. Service Levels.** Under this Agreement, Avreo will provide operational and support services as outlined below:

**8.1 Hours of Operation.** Avreo maintains a Licensee Call Center (866) 286-8082 staffed during Normal Business Hours: 8:00 a.m. – 5:00 p.m., EDT, Monday-Friday. NOT INCLUDED IN THIS AGREEMENT, on-call support is available during Extended Business Hours: 5:00 p.m. – 8:00 a.m., EDT, Monday, Friday and all day Saturday and Sunday. The Normal Business Hours are in effect excluding the following national holidays: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Eve, Thanksgiving Day, Christmas Eve, and Christmas Day during which time only Extended Business Hour support will be available. Services not provided in this Agreement will be billed as stated in the table below.

Extended Business Hours	EDT	Hourly Rate
Monday-Friday and all day Saturday and Sunday	5:00 p.m. – 8:00 a.m.	\$350.00
Holidays	All Day	\$475.00

Table 1. Extended Business Hours.

**8.2 Requesting Service.** Licensees are to provide the following when requesting service:

- a. Primary contact information. (Name, Phone, Title, Site Name or Site ID)



- b. Alternate Contact in case primary contact unavailable
- c. Time issue occurred.
- d. Description of issue / service affected.
- e. Description of software and services and/or system configuration.
- f. Hardware identification including asset tag or serial number.

**8.3 Support Response.** Avreo is committed to providing efficient and effective responses to Licensee issues: A 60-minute average technical support call back (not necessarily problem resolution) during Normal Business Hours and a 120-minute average technical support call back during Extended Business Hours. Non-emergency calls received during Extended business hours are responded to the next business day.

**8.4 Escalation.** Once an issue is reported to our Licensee Care Center it is immediately responded to by our Technical Support Center. During the initial response a severity between one and four is assigned to the ticket. With a severity of one impacting a single individual and a severity of four impacting the entire Licensees organization. Specific resources are assigned to tickets depending upon their severity level. Tickets can and will change severity depending upon circumstances and the operating environment. If the severity of the ticket requires that an on-site visit is needed, a Field Engineer (FE) is dispatched to the site at the Licensees expense.

**8.5 Onsite Dispatch.** On-site Field Engineer response is available upon request at current support and travel rates and is NOT INCLUDED IN THIS AGREEMENT.

**8.6 Time & Materials Rates.** Any travel and expenses incurred by Avreo personnel in the resolution of Licensee on-site support issues will be charged to the Licensee in addition to a 2-hour minimum on-site fee. Prices subject to change with a 30-day notice. On-site dispatches for current service contract holding Licensees have priority over billable Licensees. Avreo maintains the following standard time and materials rates:

Day of the Week	EDT	Hourly Rate
Monday-Friday	8:00 a.m. – 5:00 p.m.	\$250.00
Monday-Friday and all day Saturday and Sunday	5:00 p.m. – 5:00 a.m.	\$350.00
Holidays	All Day	\$475.00

Table 2. Standard Time and Materials Rates.

**8.7 Relocation.** In the event the Licensee needs to relocate Avreo installed equipment it will be billed on an hourly rate (see section 8.6 above) plus travel and expenses. Avreo must be given 30 days written notice prior to the requested move date. The Licensee will be responsible for payment of installation and integration. In the event the Licensee has a party other than Avreo move the equipment, the equipment moved will be excluded from this Agreement until a paid inspection by Avreo personnel can determine compliance. Licensee is required to provide prior notification of at least 10 days of any changes to its configurations or existing computing environment parameters that interface with the Solution.

**8.8 Exclusions.** Notwithstanding any of the above provisions, defects or performance deficiencies are excluded from the coverage if due to any of the following:

- a. Accident, neglect, misuse, negligent handling or storage of the solution, or modification or deletion of Avreo installed files by Licensee, its employees, agents, Contractors, or other persons having access thereto; Misuse of the solution or use of the solution in an extraordinary or improper, or a manner not contemplated by the operating instructions, or failure to comply with Avreo's instructions or recommendations.
- b. Licensee installed files or viruses.
- c. Absence of any system, software, accessory or component, which was recommended in writing at the time of sale by Avreo but omitted at Licensee's direction.
- d. The use of any other solution or item of software (other than those approved by Avreo in writing) not supplied or installed by Avreo in connection or combination with the system. Any solution software modification, alteration, repair, change, or addition not made by Avreo, its employees, agents or Contractors.
- e. Placing items such as film, paper, pillows, or other objects in or on computers, monitors or other equipment will void



ANTRO

Each party represents and warrants that it has the right, power and authority to enter into this SSA and to perform all of its obligations hereunder and that the execution of this SSA will not violate any Agreement to which such party is otherwise bound.

## 10. Licensee Acceptance

10.11 Licensee Acceptance. Under this Agreement the Licensee listed below has executed this SSA by their duly authorized officers. The SSA will go into effect on the Effective Date to be determined as of the go-live date or the date of first clinical use of the system. The Effective Date will be prior to the start date for this SSA Agreement and will be in effect for a term of 5 years from the above listed effective date. In accordance with this Agreement, this SSA will go into effect at no additional cost and will follow the Terms and Conditions of this Agreement.





Acceptance

Customer:

Name: Gilmore Memorial Hospital

Date: 10-10-2017

Signature: T. S. B...

Title: Curae CFO

Avreo, Inc.

Name: John Sloan

Title: CEO

Signature: [Signature]

Date: 10-17-2017

**EXHIBIT B**

See attached.

45719355.v1



GILMORE MEMORIAL HOSPITAL  
PO BOX 459  
AMORY MS 38821

1/15/19  
2567111

6/06/18	36410	AVREO - JUNE	3,909.46	3,909.46
8/07/18	36927	INTEREST CHARGE	134.31	134.31
8/07/18	36974	AVREO STUDIES/FEB-JL	4,209.49	4,209.49
8/07/18	36976	AVREO - JULY	3,910.00	3,910.00
8/31/18	37226	AVREO - AUG	3,910.00	3,910.00
10/15/18	37226	PAYMENT	1,009.04-	2,900.96
9/06/18	37227	INTEREST CHARGE	58.64	58.64
9/19/18	37355	AVREO STUDIES/AUG	916.49	680.01
10/22/18	37355	PAYMENT	236.48-	680.01
10/09/18	37517	INTEREST CHARGE	58.64	58.64
10/31/18	37517	PAYMENT	58.64-	58.64
10/31/18	37765	AVREO -SEPT	4,793.19	4,793.19

20,596.06

15,122.86

680.01

4,793.19

.00

.00

CURRENT OVER 30 OVER 60 OVER 90 OVER 120

## **MID-SOUTH** **Medical Imaging**

# INVOICE

PAGE	1
INVOICE NO.	36410
INVOICE DATE	6/06/18

Mid-South Medical Imaging, LLC  
4264 Lakeland Drive  
Flowood, MS 39232

S 2567111  
O GILMORE MEMORIAL HOSPITAL  
B PO BOX 459  
T AMORY, MS 38821  
O United States of America

SH  
P  
TO

10  
GILMORE MEMORIAL HOSPITAL  
1105 EARL FRYE BLVD  
AMORY, MS 38821  
United States of America

[illegible]



# MID-SOUTH Medical Imaging

## INVOICE

PAGE	1
INVOICE NO.	36974
INVOICE DATE	8/07/18

Mid-South Medical Imaging, LLC  
4264 Lakeland Drive  
Flowood, MS 39232

SO 2567111  
D GILMORE MEMORIAL HOSPITAL  
T PO BOX 459  
O AMORY, MS 38821  
United States of America

SHIP 10  
P GILMORE MEMORIAL HOSPITAL  
T 1105 EARL FRYE BLVD  
O AMORY, MS 38821  
United States of America

CUSTOMER P.O.		SHIP VIA		TERMS		DATE SHIPPED	SLMN 1	SLMN 2	PICK TICKET
AVREO STUDIES/FEB-JL		MSMI		NET 45 DAYS		8/07/18	12		30905-000
SPECIAL INSTRUCTIONS >									
QTY. ORD.	QTY. SH'D.	QTY. BK. ORD.	U/M	ITEM NO. / DESCRIPTION		PRICE		AMOUNT	
176.00	176.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES FEBRUARY		.3700		65.12	
1097.00	1097.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES MARCH		.3700		405.89	
2688.00	2688.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES APRIL		.3700		994.56	
2729.00	2729.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES MAY		.3700		1009.73	
2394.00	2394.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES JUNE		.3700		885.78	
2293.00	2293.00	.00	EA	GMH-FPS AVREO ARCHIVED FEE STUDIES JULY		.3700		848.41	
1.00	.00	1.00	EA	**FEB/JULY STUDIES SHOWN WERE JUST GIVEN TO US BY AVREO GMH-FPS AVREO ARCHIVED FEE STUDIES		.3700		.00	
SUB - TOTAL		SHIPPING & HANDLING		TAX		SUB-TOTAL		DEPOSIT	
								BALANCE DUE	

# MID-SOUTH Medical Imaging

Mid-South Medical Imaging, LLC  
4264 Lakeland Drive  
Flowood, MS 39232

## INVOICE

PAGE	2
INVOICE NO.	36974
INVOICE DATE	8/07/18

S 2567111  
O GILMORE MEMORIAL HOSPITAL  
D PO BOX 459  
T AMORY, MS 38821  
O United States of America

S 10  
H GILMORE MEMORIAL HOSPITAL  
P 1105 EARL FRYE BLVD  
T AMORY, MS 38821  
O United States of America

CUSTOMER P.O.		SHIP VIA	TERMS	DATE SHIPPED	SLMN 1	SLMN 2	PICK TICKET
AVREO STUDIES/FEB-JL		MSMI	NET 45 DAYS	8/07/18	12		30905-000
SPECIAL INSTRUCTIONS >							
QTY. ORD.	QTY. SH'D.	QTY. BK. ORD.	U/M	ITEM NO./ DESCRIPTION	PRICE	AMOUNT	
				AUGUST			
SUB - TOTAL				SHIPPING & HANDLING	TAX	SUB-TOTAL	DEPOSIT
4209.49				.00	.00	4209.49	BALANCE DUE
						.00	4209.49





# MIDDLE DISTRICT OF TENNESSEE

## Claims Register

[3:18-bk-05675 Amory Regional Medical Center, Inc.](#)

**Judge:** Charles M Walker

**Chapter:** 11

**Office:** Nashville

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

*Creditor:* (6824720)  
MIDSOUTH MEDICAL  
IMAGING LLC  
TREY MESSER VP  
OPERATIONS  
4264 LAKELAND DRIVE  
FLOWOOD MS 39232

**Claim No:** 53  
*Original Filed*  
*Date:* 01/18/2019  
*Original Entered*  
*Date:* 01/18/2019

*Status:*  
*Filed by:* CR  
*Entered by:* Intake3  
*Modified:*

Amount claimed: \$15802.87

*History:*

[Details](#) [53-1](#) 01/18/2019 Claim #53 filed by MIDSOUTH MEDICAL IMAGING LLC, Amount claimed: \$15802.87 (Intake3)

*Description:* (53-1) Services Performed

*Remarks:*

### Claims Register Summary

**Case Name:** Amory Regional Medical Center, Inc.

**Case Number:** 3:18-bk-05675

**Chapter:** 11

**Date Filed:** 08/24/2018

**Total Number Of Claims:** 1

<b>Total Amount Claimed*</b>	\$15802.87
<b>Total Amount Allowed*</b>	

\*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		