

敬呈 To:

常州市第一人民医院  
The First People's Hospital of Changzhou

设备维护服务合同  
Service Contract

合同编号 Contract No.: SM000



衷心感谢贵院购买医科达公司产品及服务, 本公司始终秉承着为中国医疗机构提供高品质的产品和良好的售后服务企业理念, 并竭诚与贵院合作共同为改善患者生命质量而不懈努力!

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

**甲方 Party A: 常州市第一人民医院**

地址 Address: 常州市局前街 185 号

联系人 Contact: 装备物资采管处

电话 Phone: 0519-68870000 (医院) /68870822(装备物资采管处)

传真 Fax: 0519-86606207

**乙方 Party B:****医科达 (上海) 医疗器械有限公司****Elekta Instrument (Shanghai) Ltd.**住所 Address: 中国 (上海) 自由贸易试验区世纪大道 1528 号、竹林  
路 101 号 1803 单元Unit 1803, 1528 Century Avenue/101 Zhulin Road, China  
(Shanghai) Pilot Free Trade Zone联系地址 Contact Address: 北京市朝阳区天辰东路 1 号院 1 号楼 B 座 401- 402  
401-402, Block B, Asia Financial Center, No.1 Tianchen  
East Road, Chaoyang District, Beijing

联系人 Contact: 卢燕

电话 Phone: (86)10-5669 2800

传真 Fax: (86)10-5669 2900

根据《中华人民共和国民法典》等法律、法规的规定, 甲方和乙方在平等、自愿、公平和诚实信用的基础上协商, 达成本设备维护服务合同 (以下简称“合同”)。合同内容包括具体条款、以及本合同中所提及的相关文件。

According to the Civil Code of the People's Republic of China and other relevant laws and regulations, on the basis of equality, voluntariness, fairness, honesty and credibility, Party A and Party B hereby agreed on this Service Contract (hereinafter referred to as the "Contract"). The Contract comprises specific terms and conditions and the relevant documents mentioned in the Contract.

1. 服务设备名称及类别  
Equipment in Service

品名/型号 Equipment	设备序号 System ID	合同类型 Contrac Type	合同期限 Contrac Period
Axesse	152620	白金保修	2024年01月01日起 2026年12月31日止

2. 合同价格及付款方式  
Contract Price and Payment Terms

2.1 合同价格  
Contract Price

本次合同总价(含税价)总计人民币叁佰肆拾万元整(小写:¥3400000.00),具体如下:

第一年维护费用(含税价)为人民币壹佰贰拾万元整(小写:¥1200000.00);  
第二年维护费用(含税价)为人民币壹佰壹拾万元整(小写:¥1100000.00);  
第三年维护费用(含税价)为人民币壹佰壹拾万元整(小写:¥1100000.00)。

The First year Service Fee is 1200000.00 RMB, The following year Service Fee is 1100000.00 RMB; The third year Service Fee is 1100000.00 RMB; and the total Contract price is 3400000.00 RMB.

2.2 付款方式

Terms of Payment:

合同签订后,甲方按合同约定分期支付乙方合同款,付款前乙方向甲方提供增值税发票,甲方按医院签票流程走付款程序,具体到账时间以甲方付款流程为准。

第一期合同款:在2024年05月31日前支付人民币壹佰贰拾万元整(小写:¥1200000.00);  
第二期合同款:在2025年04月30日前支付人民币壹佰壹拾万元整(小写:¥1100000.00);  
第三期合同款:在2026年04月30日前支付人民币壹佰壹拾万元整(小写:¥1100000.00);

1<sup>st</sup> Payment: Payment of 1200000.00 RMB before May31, 2024

2<sup>nd</sup> Payment: Payment of 1100000.00 RMB before April 30, 2025

3<sup>rd</sup> Payment: Payment of 1100000.00 RMB before April 30, 2026

乙方收款信息如下, 如有变更应当提前3日书面告知甲方, 否则乙方自行承担不利后果:

乙方账号 Bank of Elekta: 医科达(上海)医疗器械有限公司

开户银行 Opening Bank: 德意志银行(中国)有限公司上海分行

收款账号 Account No.: 3519113010

### 3. 服务承诺

#### Service Commitments

#### 3.1 响应时间保证

##### Response Time

乙方的响应时间, 在收到甲方报修电话的二十四小时之内。

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

#### 3.2 开机率保证

##### Uptime Guarantee

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

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

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

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

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

(2) 医疗设备故障未通过乙方报修中心登记备案;

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

(3) 医疗设备因为以下原因或与此相关的原因而停机: (i) 错用、过失或操作错误, (ii) 不适当的环境条件(即不符合医科达对环境的要求), 包括但不限于在温度和湿度

的要求、厂家对电源的要求,如电压、频率、脉冲或瞬间电流的要求。不可抗力规定的天灾或其他不可抗力事件。以上原因均是经乙方书面提示甲方要求整改,但甲方收到乙方书面提示后仍不整改的情况下才适用;

The equipment downtime has been caused by below reasons directly or indirectly. (1) misuse, negligence or operational errors, (2) Improper environmental conditions (i.e. not in line with the requirements of Elekta for the environmental conditions), including but not limited to requirements of temperature, humidity, power supply, such as voltage, frequency, pulse or instantaneous current, etc. Natural disasters or other force majeure events specified in force majeure. The above reasons are applicable only if Party A fails to make the rectification after receiving Party B's written notice for Party A.

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

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

- 3.2.4 只有当服务合同包含“保证开机率”时,乙方才保证 95%的开机率(停机时间少于 5%)。如果此开机率由于乙方的原因未能达到,对于开机率低于 95%的每一个百分点,服务合同期限将相应延长 2 个日历日。

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

#### 4. 责任与义务

##### Responsibilities and Obligations

- 4.1 乙方负责本协议中所列医疗设备的维护。维护包括预防性保养、排除故障以及为保障医疗设备的功能所实施的必要的技术改进。具体内容参见本协议附件(1)服务内容规定。

Party B is responsible for the maintenance of the equipment listed in the Contract. Maintenance hereby includes preventive maintenance, troubleshooting and necessary technical improvements to ensure the proper function of equipment. For details please refer to the attachments of the Contract, Attachment (1) In Scope Service Content Regulation.

- 4.2 在维护期内,因设备正常使用所磨损或损毁的零配件将由乙方补充,磨损或损毁更换下的零配件、部件应在七日内无条件退回到乙方,由乙方全权处理。乙方补充的零配件已包含在本合同维护费用内,不再另行收取费用。(Precise 直线加速器及不包含备件除外)

During the service period, the spare parts worn or damaged due to normal use of the equipment will be supplemented by Party B, and the worn or damaged spare parts and components shall be returned to Party B unconditionally within 7 days, and Party B shall take full charge of them. Party B's supplementary spare parts have been included in the contract maintenance fee, no additional fees will be charged.(except PRECISE linear accelerator and excluding spare parts)

- 4.3 在服务期间乙方所提供的信息甲方应该保密, 乙方对于该信息拥有所有权, 未经乙方书面同意, 甲方不得擅自使用或者向第三方泄露; 乙方在履行本合同过程中获取的甲方信息应予以保密, 甲方对该信息拥有所有权, 未经甲方书面同意, 乙方不得擅自使用或向第三方泄露。

Party A shall keep the information provided by Party B confidential during the service period. Party B has full ownership of the information. Without the written consent of Party B, Party A shall not use or disclose the information to any third party; Party A's information obtained by Party B during the performance of this Contract shall be kept confidential and Party A shall have the ownership of such information. Without Party A's written consent, Party B shall not use or disclose such information to any third party.

## 5. 免责维护范围

### Scope of Maintenance Exemption

- 5.1 因甲方或任何第三方未经乙方授权对医疗设备进行搬移、维修、添加或修改行为造成的缺陷或损坏;

Defects or damages caused by Party A or any third party by moving, repairing, adding or modifying the equipment without the authorization of Party B.

- 5.2 因未经乙方事先书面准许而添加和使用非乙方提供的零配件、设备或软件而造成的缺陷或损坏;

Defects or damages caused by adding and using spare parts, equipment or software not provided by Party B without prior written permission of Party B.

- 5.3 乙方以外的人为损坏(使用不当、故意破坏)、电气损毁、火灾损毁、和自然灾害(地震、雷击、水淹等)公认的不可抗力事件而造成的损坏;

Any human damage (improper usage, intentional damage), electrical damage, fire damage, and damage caused by natural disasters (earthquake, lightning, flood, etc.) and other events recognized as force majeure, rather than damage caused by Party B.

- 5.4 因甲方未依照厂家说明书操作医疗设备、未保持厂家建议的运行环境和电源条件或任何其他非乙方原因导致的损害;

Any damage caused by Party A's failure to operate the equipment in accordance with the manufacturer's instructions, failure to maintain the operation environment and power supply conditions recommended by the manufacturer or any other possible damages caused by non-Party B's reasons.

- 5.5 因甲方或任何第三方在本协议生效前对该设备进行的任何修理或维护所造成的缺陷;

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

- 5.6 第三方独立产品(如激光定位仪、CCTV 监视器);

Third party independent products (such as Laser localizer, CCTV Monitor.).

- 5.7 氮气、蒸馏水不在本维修协议责任范围。

N2, distilled water, are not included in the scope of this Service Contract.

## 6. 合同分包 Subcontracting

乙方有权自行决定将本协议项下第三方产品的维修(包括但不限于水箱, 激光灯, 稳压机, 冷水机, 不间断电源等)分包给授权第三方, 乙方对分包授权给第三方的维修承担责任。

Party B has the right to subcontract the maintenance of the third-party products (including but not limited to water tank, Lasers, Voltage Stabilizer, Water chiller, UPS, etc.) to the authorized third party at its on discretion. Party B shall be responsible for the maintenance subcontracted to a third party.

## 7. 付款与罚息 Payment and Penalties

7.1 甲方应按本协议约定时间支付相应的合同金额。

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

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

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

## 8. 责任限制 Limitation of Liability

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

Except for the loss directly caused by Party B's severe negligence or intentional act, Party B's full liability and all compensation for the director loss caused to Party A, whether the claim of the opposite party of this agreement is based on the provisions of this Contract or any reason related, shall not exceed 1 (one) year's total service cost of the specific equipment stipulated in this Contract. The specific equipment refers to the equipment that causing loss or the subject matter directly related to it.

8.2 乙方在任何情况下不承担由于本协议引起的或与医疗设备的使用和操作相关的任何利润损失、储蓄损失、收入损失、使用价值或停机时间损失(本协议另有规定的除外)、数据丢失; 及其它间接的、惩罚性或继发性的损失, 无论该损失是基于合同责任、侵权责任(包括过失责任)还是任何其他形式的责任。但由于乙方故意或重大过错行为除外。

Under no circumstances shall Party B be liable for any loss of profits, savings, income, use value or downtime (except as otherwise provided in this Contract), data loss, and any other indirect, punitive or secondary losses, caused by this Contract or

caused by the use and operation of the equipment, regardless of whether the loss is based on contractual liability or tort liability (including liability for negligence). Except for intentional or major fault of Party B.

8.3 乙方在本协议下不承担任何进一步责任。本第5条的规定同样适用于乙方授权的分包商、代理人或雇员。

Party B shall not bear any further responsibility under this Contract. The provisions of Article 5 shall also apply to the subcontractors, agents or employees authorized by Party B.

8.4 法律规定的其它免责情况。

Other exemptions provided by laws and regulations.

9. 其它条款  
Other Terms

双方已阅读且同意本协议及附件的相关规定。本协议及附件共同构成一份完整的合同, 本合同应经双方法定代表人或授权代表签字、双方盖章(包括骑缝章)后开始生效。

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

任何争议如经过协商无法解决, 任何一方均可向甲方所在地人民法院提起诉讼。

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

本合同一式陆份, 甲方执肆份, 乙方执壹份, 代理机构执壹份, 每份都具有同等法律效力。

甲方 Party A:  
常州市第一人民医院 (签章)  
法定代表人: 

授权代表:  
日期: 2024.6.4

乙方 Party B:  
医科达 (上海) 医疗器械有限公司 (签章)  
法定代表人: 

授权代表:  
日期: 2024.6.4  
(乙方授权代表联系方式: 18652099575)

见证方:  
代理机构 (章):   
经办人: 3204115016237

李庆春  
3204115206868

电话:



## 附件 (1) 白金保型 (全程无忧) 服务条款

## Attachment (1) Terms of Service – Platinum (full coverage)

## 1. 服务设备

**Equipment**

服务设备是指本协议第 1 条中所列的全部产品; Axesse 加速器主机、Clarity 超声定位验证系统、Sentinal 红外线定位系统、六维床、Agility MLC、iViewGT、XVI、磁控管、枪灯丝、闸流管、飞行管、EPID、水冷系统等; Mosaiq 软硬件维修、TPS 软硬件维修。

Hereby Equipment refers to all products listed in Article 1 of this Agreement: Axesse accelerator host, Clarity ultrasonic positioning verification system, Sentinal infrared positioning system, Six dimensions of bed, Agility MLC, IVIEWGT, XVI, magnetron, gun filament, thyristor, flight tube, EPID, water cooling system, etc. MOSAIQ hardware and software maintenance, TPS hardware and software maintenance.

## 2. 开机率保障

**Uptime**

服务内容中含保证开机率 95%

Guarantee of 95% uptime is included.

## 3. 医科达服务热线

**Elekta Service Hotline**

免费服务热线: 800-810-2550; 400-810-2550; 微信报修平台: ELEKTA\_CS

Toll-free Numbers: 800-810-2550; 400-810-2550; WeChat Helpdesk: ELEKTA\_CS

## 4. 核心服务保障

**Service Scop**

## 4.1 核心部件维护

**Maintenance of Key Components**

## ➤ 加速器主机系统、控制系统

**Linac host system, control system**

- A. 滚筒式机架运行 Drum-gantry operation
- B. 行波加速管维护 Traveling waveguide maintenance
- C. FasTraQ 磁控管维护 FasTraQ magnetron maintenance
- D. 滑雪式偏转系统维护 Slalom deflection system maintenance
- E. 运动系统维护 Motion system maintenance
- F. 水冷系统 (内循环) 维护 Water cooling system (internal recycle) maintenance
- G. Integrity 智能控制系统维护 Integrity intelligent control system maintenance

➤ **高精度 Agility-160 多叶光栅系统**

**High Precision Agility-160 MLC System**

- A. Agility 射束成型装置维护 Agility BGM device maintenance
- B. Agility 外壳及防碰装置维护 Agility cover and touch guard maintenance
- C. 治疗控制系统架柜维护 Treatment control system cabinet maintenance
- D. 射野跳数剂量模块维护 Beam unit counts dose module maintenance

➤ **治疗床系统**

**Treatment table system**

- A. 治疗床面的独立 X/Y 方向精度校准  
Treatment table top: precision calibration of independent X/Y direction
- B. 平动和转动控制及摆位精度校准  
Translational & rotary movement control and positioning precision calibration

➤ **核心治疗软件功能应用**

**Core treatment software functional application**

- A. 容积旋转调强治疗技术 VMAT 维护 VMAT treatment technique maintenance
- B. 插指和连续可变剂量率功能维护 Interdigitation and consistent variable dose rate maintenance

➤ **机载锥形束 CBCT 影像引导系统**

**CBCT Image Guidance System**

- A. X 线球管组件维护 X-ray tube module maintenance
- B. 非晶态硅平板 KV 探测器精度校准 Amorphous silicon panel kV detector precision calibration
- C. kV 高压发生器维护 kV high voltage generator maintenance
- D. XVI 控制系统硬件维护 XVI control system hardware maintenance
- E. PlanarView 平片影像模式维护 PlanarView plain film image model maintenance
- F. MotionView 运动影像模式维护 MotionView motion image model maintenance
- G. VolumeView 容积影像模式维护 VolumeView volumetric image model maintenance

➤ **EPID 实时电子影像系统**

**iViewGT EPID Real-time Electronic Imaging System iViewGT**

- A. iViewGT 的可伸缩式机臂维护 iViewGT extendable arm maintenance
- B. iViewGT 控制系统维护 iViewGT control system maintenance
- C. 模板匹配功能维护 Region matching function maintenance
- D. 图像批准功能维护 Image approval function maintenance
- E. AutoCAL 自动光栅位置校准 AutoCAL automated position calibration

➤ **加速器安全性升级**

**LinacSafetyUpgrade**

- A. 合同有效期内无偿提供针对机器硬件的安全性或功能性完善更新: FCO (Field Change Order)

Provide free upgrade service for safety and functionality of hardware and software: FCO (Field Change Order), within the term of the Service Agreement.

**4.2 三维放疗计划系统**

**3D Radiotherapy Treatment Planning System**

- 物理计划数据维护, 专人定期备份物理计划数据, 提供技术支持及指导(由医院指定专人定期备份物理计划数据, 医科达提供技术支持及指导)

Provide technical support and guidance to data maintenance for physical plan and regular plan, and data backup, that shall be operated by responsible persons designated by the hospital.

- 电脑软硬件维护 Computer hardware and software maintenance

- 原厂软件更新 Original factory software upgrade

- 合同有效期内无偿提供针对三维放疗计划系统的安全性或功能性完善更新: FCO(Field Change Order)

- 合同有效期内, 无偿提供计划治疗系统非功能增加的小版本软件更新

Provide free TPS software minor version (non-functional) upgrade and maintenance within the term of the Service Agreement.

**4.3 MOSAIQ 肿瘤治疗信息管理系统**

**MOSAIQ OIS**

- **系统运行状态监控 System status monitoring**

“保修期内厂家专业技术支持人员可通过 VPN 远程接入客户 MOSAIQ 系统, 实时监控关键系统运行参数并协助解决系统出现的问题, 保证售后服务及时有效。”

- **定期保养 Scheduled maintenance**

- **保养次数: 1 次/年**

A. 服务器所在机房实际环境勘查 (包括计算机除尘清洁、性能测试及校准、必要的电路检查)

B. 服务器软硬件系统可用性及系统日志检查

C. 数据库维护及备份检查

D. 系统安全性检查

E. MOSAIQ 工作站及软件运行状态检查。

- 电脑软硬件维护 Computer software maintenance
- 合同有效期内, 无偿提供肿瘤治疗信息管理系统非功能增加的小版本软件更新  
Provide free OIS software minor version upgrade and maintenance (nonfunctional add to the linac), during the term of the Service Agreement.  
合同有效期内无偿提供针对 MOSAIQ 系统的安全性或功能性完善更新: FCO (Field Change Order)

## 5. 预防性保养

### Preventative Maintenance

- **按照原厂保养要求提供, 以保证设备处于最佳运行状态, 包括:**  
**Provide the following services per original factory maintenance requirement, to ensure the equipment is in optimum operating condition:**
  - A. 记录并安排保养时间 Record and arrange maintenance time
  - B. 根据保养计划更换损耗部件 Change worn parts based on maintenance schedule
  - C. 提供每年 2 次现场保养 Two onsite maintenance every 12 months
  - D. 调整/校准机器至符合验收手册标准 Modulate / Calibrate device to the standard noted in the Acceptance Test Manual
  - E. 记录设备状况 Record equipment condition
- **预防性保养损耗品 Consumables for preventative maintenance**  
预防性保养中需更换的损耗品由医科达免费提供  
All consumable parts to be replaced during preventative maintenance will be provided by Elekta free of charge.

## 6. 可持续性升级

### Continuous Upgrade

- 合同有效期内无偿提供加速器主机非功能增加的小版本软件升级和维护, 以确保可持续不断提高设备的安全性和临床应用性能 Provide upgrade and maintenance free of charge for software minor version (nonfunctional add to the linac), during the term of the Service Agreement, to ensure continuous improvement on safety and clinical performance.
- 提供建议性升级方案 Provide recommended upgrade plan
- 记录升级程序 Record upgrade program

## 7. 医科达 AI 智能远程服务

### Elekta AI Remote Service

- 通过高速网络让用户与医科达专家对接, 可享受在线诊断、升级、自动报告及应用支持

Customers, connecting with Elekta specialists, through high speed internet, get access to online diagnosis, upgrade, automated report and application support.

- IntelliMax 是由医科达开发的一个由网络保障安全的远程诊断服务工具, 能够提供对设备的 7X24 小时全天候监控, 以确保直线加速器的运行状况为最佳

IntelliMax is a remote diagnostic service package, developed by Elekta, providing around-the-clock monitoring of the device and ensuring optimum operating condition of the linacs.

- 可对 50 多种加速器故障提前预警, 进行主动维修服务

IntelliMax provides early warnings for over 50 types of linac breakdown to enable proactive support and maintenance.

### 8. 医科达亚太培训中心, 每年提供贰人次临床应用技术培训

Provide clinical application technical training for ONE person at Elekta Learning and Innovation Center (LiNC).

### 9. 特别约定

合同期内为医院 Precise 加速器免费提供人工维修及【壹次】专业保养服务; 维修配件按报价 8 折成交;

合同期内为医院更新壹台 Mosaiq 域控服务器及叫号系统;

合同包含 Precise 加速器发生的 THH24022200004(¥18429.98)及 Axesse 加速器发生的 Esps010761 (¥14889.15)、Esp010728 (¥2303.88)、THH24030500008 (¥24166.1)、QUO202400010 (¥155248)、人工及备件费共计人民币贰拾壹万伍仟零叁拾柒元壹角壹分 (小写: ¥215037.11)。

(附件 1 到此结束 End of the attachment 1)