



MASTER SERVICE AGREEMENT

CLIENT NAME / CONTACT INFO

COUNTY OF MONTEREY
for vehicle, equipment, and services for
Health Department Clinic Services Bureau
1615 BUNKER HILL, SUITE 140
SALINAS, CA 93906

Prashant Shinde, MHA
Bureau Chief – Clinic Services
shindep@co.monterey.ca.us

This Master Services Agreement (this “**Agreement**”) is entered into effective upon execution M3 Group, Inc., a North Carolina corporation, d/b/a Mission Mobile Medical (“**Mission Mobile Medical**”), and COUNTY OF MONTEREY (each of Mission Mobile Medical and Client may be referred to herein as a “**Party**” or collectively as the “**Parties**”).

Mission Mobile Medical and Client have collaborated and agreed that Mission Mobile Medical will sell certain vehicles and equipment to Client, and/or perform certain services as requested by Client, all as more particularly set forth in this Agreement. In consideration of the mutual premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

A. SCOPE OF WORK

This Agreement sets forth the terms and conditions of Client’s agreement to (a) purchase certain vehicles and equipment from Mission Mobile Medical; (b) enroll in Mission Mobile Medical’s service and maintenance program; (c) engage Mission Mobile Medical to manage operations and logistics services; and/or (d) engage Mission Mobile Medical to perform custom upfit, replacement, and/or repair services pursuant to the specific purchase/lease and/or service agreements identified below (each, an “**Agreement Extension**”). The Agreement Extension(s) initially included in this Agreement are as follows:

Agreement Extensions:	Addenda
<i>Extension A – Purchases & Upfit</i>	A
<i>Extension B – Service & Maintenance</i>	B
<i>Extension C – Leases</i>	N/A
<i>Extension D - Support</i>	N/A

The entire contractual agreement between Mission Mobile Medical and Client shall be deemed to include this Agreement, together with any Agreement Extension identified herein or otherwise entered into between MISSION MOBILE MEDICAL and Client from time-to-time (whether on or after the date of this Agreement, each of which are hereby incorporated as part of this Agreement and considered a part hereof).

B. GENERAL TERMS AND CONDITIONS

1. **Binding Agreements; Acceptance.** (a) Upon execution of an Agreement Extension by the Parties, Mission Mobile Medical agrees to sell, lease and/or provide and Client agrees to purchase, lease and/or accept the vehicle, equipment, and/or services identified in each applicable Agreement Extension. Each executed Agreement Extension shall be deemed an agreement by Client to pay the full purchase or rental price for the vehicle, equipment and/or services set forth in the applicable Agreement Extension. The terms hereof shall prevail over any inconsistent provision of an Agreement Extension or other communication between the parties.

(b) Except as otherwise expressly set forth in this Agreement or any applicable Express Warranty (as defined below), following delivery of a vehicle and/or equipment, to the location reasonably agreed upon by parties as referenced in Schedule 3 attached to Extension A and incorporated to Extension A by reference, Client shall be deemed to have accepted such vehicle and/or equipment "as is" and "where is" with all faults, unless Client notifies Mission Mobile Medical in writing within thirty (30) days following delivery of any damage, deficiencies or other issues that existed upon delivery (such notice referred to herein a "**Rejection Notice**"). Upon receipt of a Rejection Notice, Mission Mobile Medical may, in its sole discretion, elect (i) for Client to return any rejected vehicle and/or equipment at the expense of Mission Mobile Medical, and Mission Mobile Medical may thereafter repair and/or replace such part;(ii) to inspect the item or issue identified in the Rejection Notice at the location where delivered and repair and/or replace such item;(iii) give Client a refund for the allocated cost of the rejected vehicle and/or equipment; and/or (iv) pursue such other remedy as may be reasonably agreed upon by Mission Mobile Medical and Client pursuant to Section 9(a) below.

(c) Notwithstanding the foregoing, absent an express agreement in writing between Mission Mobile Medical to the contrary, (i) delivery of a Rejection Notice by Client and any subsequent election of a remedies pursuant to the foregoing shall in no way release Client from its remaining obligations under this Agreement or any applicable Agreement Extension; and (ii) upon delivery of any vehicle and/or equipment to the location reasonably agreed upon by parties and referenced in Schedule 3, Client shall bear the entire risk of loss, theft, damage or destruction of any such vehicle and/or equipment from any cause whatsoever that occurs after delivery. No loss, theft, damage or destruction of any vehicle and/or equipment following delivery shall relieve Client of the obligation to pay in accordance with an applicable Agreement Extension or to comply with any other obligation under this Agreement.

2. **Billing, Payments and Deposits.** Unless otherwise expressly set forth in an Agreement Extension, scheduled payments shall be due on the first of the month and must refer to the applicable Agreement Extension. Restrictive endorsements or other statements on checks are void. Where any payment is disputed by Client, Client shall transmit to Mission Mobile Medical no later than the date such payment is due an explanation of the dispute in question, and the Parties shall seek to resolve such dispute in accordance with Section 9 hereof. The payment in question shall be due within thirty (30) days of the resolution of such dispute. Mission Mobile Medical may require Client to establish a deposit as a condition of an Agreement Extension. Client authorizes Mission Mobile Medical to investigate Client's credit and share information about Client with credit reporting agencies. Without limiting Mission Mobile Medical's rights under this Agreement or any

Agreement Extension, if Client fails to make any undisputed payment that shall become due within the time specified for payment herein or in any Agreement Extension, Mission Mobile Medical may suspend its performance of any pending deliveries or services until payment of the undisputed amount owing has been made. Mission Mobile Medical may offer, or otherwise require as a condition of an Agreement Extension, to automatically deduct scheduled payments through ACH debits from an account designated by Client pursuant to separate written agreement between Mission Mobile Medical and Client. Client shall be responsible for any transportation, occupational, privilege, excise, sales, use, and other taxes imposed by any governmental authority in any jurisdiction, even if such taxes have been collected and remitted by Mission Mobile Medical as an accommodation to Client. It is also understood that Client shall at all times be responsible for any use, ad valorem and/or other taxes on its ownership of any vehicles and/or equipment delivered by Mission Mobile Medical.

3. **Term.** With the exception of any terms and conditions of this Agreement which expressly survive the expiration or earlier termination hereof, the term of this Agreement shall begin on the Effective Date set forth above and, unless sooner terminated as set forth herein, continue until the later to occur of (i) the date that is eighteen (18) months following the date of this Agreement; (ii) the date that is thirty (30) days following consummation of the delivery, service and/or payment obligations set forth in any applicable Agreement Extension; or (iii) the date that is ninety (90) days after the expiration of any Express Warranty provided pursuant to any Agreement Extension.

4. **Representations and Warrantees; Covenants.** (a) Each of the Parties hereto, as of the Effective Date and as of the date of any applicable Agreement Extension, represents and warrants to the other that: (i) such Party is duly organized, validly recognized, and in good standing under the laws of the state under which it is organized, and has the authority to execute, deliver, and perform this Agreement and any applicable Agreement Extension, as the case may be; (ii) the execution and delivery of this Agreement and any applicable Agreement Extension does not, and the performance of the obligations under this Agreement or any Agreement Extension will not, violate any provision of any governing articles of incorporation, by-laws, articles of organization, operating agreements, or other governing or organizational documents or be in conflict with, violate, or constitute a default under any other agreement to which a Party is bound; and (iii) this Agreement and any applicable Agreement Extension are valid and binding agreements of each Party and are enforceable against it in accordance with its terms.

(b) Each of the Parties covenants with the other and agrees to comply with all laws, rules, and regulations applicable to the performance of its obligations under this Agreement and any Agreement Extension. Except as set forth herein or in an Agreement Extension, Client shall be solely responsible for (i) providing qualified drivers, operators, dentists, physicians, technicians, technologists, or other third-parties, (ii) selecting and preparing sites, and (iii) obtaining any and all approvals and permits, required for the use, operation, and deploying of the vehicle and/or equipment at any location in accordance with all applicable laws, rules, and regulations.

(c) Without limiting the foregoing, each Party represents and warrants to the other that it has never been (i) convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another United States federal health care program; or (ii) excluded from participation in any United States federal health care

program, including Medicare and Medicaid. Each Party shall immediately notify the other if any of the foregoing conditions occur with respect to it. Each Party represents to the other that it is not a debarred, suspended, or ineligible party as defined in the rules implementing Executive Order 12549 and agrees to notify the other Party immediately if it is placed on the List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

5. **Disclaimers.** Except as set forth in herein or as may be expressly and specifically set forth in a written warranty provided by mission mobile medical (an “express warranty”), mission mobile medical makes no representation or warranty, express or implied, as to any matter whatsoever, including, but not limited to: the condition, design, or quality of any vehicle, equipment, or service; the fitness of any vehicle or equipment for use or for a particular purpose; the merchantability of any vehicle or equipment; compliance of the vehicle, equipment, or service with the requirements of any laws, rules, specifications or contracts pertaining thereto; patent infringement, or latent defects; the operation, use, or performance of any vehicle, equipment, or service; or any other representation or warranty of any kind, express or implied. Subject to any express warranty and the terms and conditions of this agreement, mission mobile medical delivers all vehicles and equipment “as is” and with all faults.

6. **Regulatory Compliance.** Client will inform Mission Mobile Medical in writing if Client is a “covered entity” or a “business associate” as those terms are used in the Health Insurance Portability and Accountability Act (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, and the Rules promulgated thereunder. Notwithstanding the terms and conditions of Section 7, below, Client shall refrain from providing any information to Mission Mobile Medical which would constitute protected health information under HIPAA or any other applicable law.

7. **Confidentiality; Intellectual Property.** (a) Each Party hereto understands that it may receive, produce, or otherwise be exposed to the other Party’s trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customers, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by the Party, and all derivatives, improvements, and enhancements to any of the above (individually and collectively “**Confidential Information**”).

(b) Each Party hereby acknowledges that Confidential Information of the other Party is such Party’s sole, exclusive and extremely valuable property. Accordingly, each Party agrees to segregate all Confidential Information and agrees not to reproduce any Confidential Information without the prior written consent of the other Party, not to use the Confidential Information except in the performance of this Agreement or an Agreement Extension, and not to divulge all or any part of the Confidential Information in any form to any third-party, either during or after the term of this Agreement, except to its employees who need to know such Confidential Information in order to perform their obligations under this Agreement or an Agreement Extension. With respect to pricing provided by Mission Mobile Medical, Mission Mobile Medical acknowledges and understands that Client may share its purchase order and invoice data with a group purchasing organization (GPO) and benchmarking service provider, and no statements made, oral or written, shall prohibit Client from doing the same. Furthermore, nothing herein shall prevent either Party from disclosing Confidential Information to any professional consultant, accountants, or

attorneys, provided such professionals are obligated to maintain the confidentiality of such Confidential Information.

(c) The foregoing obligations of the Parties with respect to confidential information shall apply during the Term of this Agreement and shall survive for three (3) years following the latest to occur of the expiration or termination of this Agreement or any applicable Agreement Extension (except that such obligations shall continue with respect to information that constitutes a “trade secret” under applicable law for so long as the information continues to remain a “trade secret”). Mission Mobile Medical does not warrant the accuracy or adequacy with respect to any information provided by Mission Mobile Medical in connection with this Agreement or an Agreement Extension and Mission Mobile Medical shall not be liable to Client in any manner whatsoever with respect to such information. Each the Parties and their respective affiliates, successors and assigns shall retain worldwide, in perpetuity, all ownership and other rights to all their intellectual property and other assets, and, unless otherwise expressly provided, neither this Agreement nor any applicable Agreement Extension grants to the other Party any licenses or other rights in or to the same.

8. **Indemnity; Limitation of Liability.** (a) To the fullest extent of the law, Client shall indemnify, defend, and hold harmless Mission Mobile Medical and its affiliates, officers, trustees, directors, employees, agents, representatives, and consultants (each, an “**Indemnified Party**”) from and against any and all loss, costs, penalties, fines, damages, claims, causes of action, expenses (including reasonable attorney’s fees and court costs) or liabilities, including by or of any third-party (such as Client’s patients or customers or any third-party suppliers, manufacturers, or governmental authorities), (each, a “**Loss**”) arising out of, resulting from, or in connection with: (i) the negligence or intentional misconduct of Client, any of its affiliates, officers, trustees, directors, employees, agents, representatives, and consultants, or any third-party; (ii) a breach by Client of this Agreement or any Agreement Extension; and (iii) a violation of any applicable law by Client, any of its affiliates, officers, trustees, directors, employees, agents, representatives, and consultants, or any third-party.

(b) Without limiting the disclaimers set forth in Section 5 or the indemnification obligations set forth in this Section, to the extent that any work to be performed by Mission Mobile Medical is intended for a specific specialty use by Client (including, but not limited to, medical, dental, vision or other similar patient-care advice or services), or otherwise involves the installation of equipment manufactured or supplied by a third-party, upon the completion of Mission Mobile Medical’s obligations under an applicable Agreement Extension and/or Client’s acceptance of a vehicle and/or equipment delivered by Mission Mobile Medical, Mission Mobile Medical shall have no further obligation to Client or any third-party regarding the fitness of such vehicle and/or equipment for any intended specialty use. Except for matters which are specifically covered under an Express Warranty, Client agrees that it shall indemnify, defend, and hold each Indemnified Party harmless from any and all Losses, including by or of any third-party (such as Client’s patients or customers or any third-party suppliers, manufacturers, or governmental authorities), arising out of, resulting from, or in connection with the (i) the sufficiency of any vehicle and/or equipment delivered by Mission Mobile Medical to conform to an intended specialty use, (ii) the performance or non-performance of any third-party supplied or manufactured equipment in accordance with its intended purpose, (iii) Client’s or any third-party’s use and operation of any vehicles and/or equipment delivered by Mission Mobile Medical, including, without limitation, for medical, dental, vision or other similar patient-care advice or services; and (iv) the payment of any sales, use, ad-valorem or other taxes which have not been collected by Mission Mobile Medical.

(c) An Indemnified Party may participate at its own expense in the defense and any settlement discussions and will have the right to approve any settlement agreement that involves an admission of fault by the Indemnified Party or imposes non-monetary obligations on the Indemnified Party; provided, however, that such approval will not be unreasonably withheld.

(e) No other agreement between the Parties, or any related attachments, documents, or instruments, shall be construed in any way to exclude or limit Client's obligation to indemnify the Indemnified Parties hereunder. Notwithstanding the foregoing or anything herein to the contrary, in no event shall Mission Mobile Medical's aggregate liability to Client arising out of or relating to this Agreement or an Agreement Extension, regardless of the basis (including breach of contract, tort, or otherwise) on which Client is entitled to claim damages from Mission Mobile Medical exceed the cumulative amount of payments received or due to Mission Mobile Medical from Client under the relevant Agreement Extension in the twelve (12) month period immediately preceding the date upon which the cause of action arose. The indemnification obligations as to each Party set forth in this Section shall survive the expiration or earlier termination of this Agreement or any Agreement Extension.

NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT OR ANY AGREEMENT EXTENSION TO THE CONTRARY, MISSION MOBILE MEDICAL WILL HAVE NO LIABILITY TO THE CLIENT FOR ANY LOSS OF PROFIT, INCOME OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES SUFFERED OR INCURRED IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT, ANY AGREEMENT EXTENSION, OR THE PERFORMANCE, DELAY IN PERFORMANCE, OR NON-PERFORMANCE OF ANY ACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY AGREEMENT EXTENSION.

9. **Dispute Resolution.** (a) Any dispute between the Parties as to either the interpretation of any provision of this Agreement or any Agreement Extension or the performance by a Party under this Agreement or any Agreement Extension shall be resolved as specified in this Section. Upon the written request of either Party, each of the Parties shall appoint a designated representative to meet for the purpose of endeavoring to resolve such dispute. Such representatives shall discuss the problem and negotiate in good faith to resolve the dispute promptly and without the necessity of any formal proceeding relating thereto. If any dispute arises between the Parties, and the disputed matter has not been resolved by the designated representatives within thirty (30) days after such dispute has come to their attention, or such longer period as agreed to in writing by the Parties, each Party shall have the right to escalate the dispute to formal arbitration as set forth below.

(b) In the event any dispute has not been resolved by good-faith negotiation as provided above, such dispute shall be submitted exclusively to binding arbitration in Monterey County, California conducted by Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

(i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the "Arbitration Notice"). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.

(ii) The arbitration shall be conducted in accordance with the

commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

(iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering Monterey County. The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.

(iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.

(v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of California shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.

(vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.

(vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

(viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) The Parties' agreement to pursue good-faith negotiation for resolution of disputes, followed by arbitration, if necessary and as expressly set forth above, shall survive the expiration or earlier termination (for any reason) of this Agreement or any Agreement Extension.

NOTWITHSTANDING THE FOREGOING, EACH PARTY HERETO HEREBY KNOWINGLY, INTENTIONALLY, AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT EXTENSION OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

10. **Termination.** a) In addition to any rights to terminate for convenience that may be set forth in an applicable Agreement Extension, Mission Mobile Medical may terminate this Agreement or any Agreement Extension, effective immediately, upon written notice to the Client, if any of the following events occur: (i) Client fails to fulfill contract obligations set forth in this Agreement or any applicable Agreement Extension, and breach is not remedied to Mission Mobile Medical's reasonable satisfaction within ten (10) days after receipt by the Client of a written notice thereof, (ii) Client becomes insolvent or bankrupt, or becomes the subject of any proceedings under state, federal, or foreign law for the relief of debtors, or makes any assignment for the benefit of creditors, (iii) Client breaches the confidentiality or intellectual property obligations as set forth in Section 7 hereof, or (iv) a Force Majeure Event (as hereinafter defined) takes place and lasts longer than ninety (90) days. Upon delivery of a termination notice to Client in accordance with this Section, Mission Mobile Medical shall immediately cease shipment of vehicles and/or equipment and/or performance of services.

b) A Party may terminate this agreement for good cause by giving 45 days' written notification to the other Party. Upon receiving written notification of an intent to terminate for good cause, the receiving Party shall have an opportunity to cure prior to the effective date of the termination, and the notifying Party shall reasonably cooperate in any efforts to cure. "Good Cause" includes the failure of Mission Mobile to perform the required services and have the vehicle ready for delivery no later than 180 days from receipt of deposit as provided under this Agreement. In the event of a termination by Client for good cause, Mission Mobile Medical will return Client's deposit and any other fees paid to Mission Mobile Medical within 30 days of the effective date of termination.

c) The Client's payments to Mission Mobile under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the Client's purchase of the indicated quantity of services, then the Client may give written notice of this fact to Mission Mobile, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Client may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

11. **Miscellaneous.**

(a) Mission Mobile Medical and Client are independent contractors. Nothing in the Agreement will be deemed to create a partnership, joint venture, agency, employer and employee relationship, or any other relationship between the Parties other than that of independent parties contracting with one another solely for the purposes set forth in this Agreement. Other than as set forth in this Agreement or any Agreement Extension, Mission Mobile Medical shall be solely responsible for directing and controlling the performance of its obligations hereunder or under any Agreement Extension, including the time, place, and manner of such performance. Each Party is solely responsible for paying all compensation and providing all benefits to its employees and subcontractors. Neither Party nor its employees or subcontractors will be eligible to participate in any of the other Party employment benefits, including, but not limited to, health insurance, retirement plans, or stock option plans of the other Party, nor will either Party or its employees or subcontractors be entitled to any workers' compensation payments made by Mission Mobile Medical. Nothing in the Agreement authorizes either Party to act as agent for the other or to enter contracts on behalf of the other. Neither Party will have any authority to bind or commit or act on behalf of the other in any matter whatsoever.

(b) With the exception of any obligation for the payments, if either Party is unable to perform or is delayed in whole or in part, as a result of fire, flood, drought, crop failure, strike, act of God, war or civil disorder, unavailability of usual sources of supply or transportation, pandemic, governmental prohibition, or any other cause beyond the reasonable control of such Party ("**Force Majeure Event**"), that Party's performance will be suspended while the Force Majeure Event continues. To claim a Force Majeure Event delay, however, the Party must give prompt written notice to the other Party explaining the Force Majeure Event and how long the Party thinks it might last.

(c) [Intentionally omitted.]

(d) This Agreement and any Agreement Extension constitute the entire agreement between Mission Mobile Medical and Client with respect to the subject matter of this Agreement. No provision of this Agreement or any Agreement Extension shall be modified unless in writing signed by an authorized representative of each of the Parties. Waiver by a Party of any provision hereof in one instance shall not constitute a waiver of any other instance. In the event any provision of this Agreement or any Agreement Extension is declared invalid, such provision will be deemed severable from the remaining provisions of this Agreement or the Agreement Extension(s), all of which will remain in full force and effect.

(e) This Agreement and any Agreement Extension may be executed in any number of counterparts, with together shall constitute one and the same document. Documents executed and delivered electronically shall be deemed originals for all purposes. No amendment of this Agreement or any Agreement Extension shall be binding on either Party unless such amendment is in writing and signed by the Parties.

(f) All notices required or permitted to be given pursuant to this Agreement or any Agreement Extension shall be in writing and shall be valid and sufficient if delivered (a) by registered or certified U.S. mail, postage prepaid; (b) by hand-delivery; (c) by nationally recognized overnight courier (e.g. Federal Express or U.P.S.); or (d) by Email subject to confirmation of receipt by the recipient, if to Client in accordance with the notice information provided above, and if to Mission Mobile Medical:

7700 Boeing Drive, Greensboro, NC 27409
Attn: Travis LeFever Email:
tlefever@missionmobilemed.com

Each Party may change its address or other notice information in any respect by giving written notice of such change in accordance with this Section.

12. **Assignment.** This Agreement and any applicable Agreement Extension shall be binding on, and inure to the benefit of, each Party and their respective successor and assigns; provided, however, that Client shall not assign this Agreement or any applicable Agreement Extension, in whole or in part, by operation of law or otherwise, without the express prior written consent of Mission Mobile Medical, which consent shall not be unreasonably withheld, conditioned, or delayed.

C. SIGNATURE BLOCK:

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date first above written.

M3 Group, Inc.
DBA Mission Mobile Medical Group

Travis A. LeFever
President & CEO

Signature

Date

Brad Watson
Vice President

Signature

Date

Attachments:

- Extension A - Purchase and Upfit
- Extension B - Service and Maintenance
- Schedule 2 - Acceptance Certificate
- Schedule 3 - Products and Services

County of Monterey

Department Head

Signature

Date

Reviewed as to Fiscal Provisions:

Auditor/Controller

Signature

Date

Approved as to Legal Form:

Stacy Saetta

Deputy County Counsel

Signature
8/31/2023 2:10 PM PDT

Date

Extension A –Purchase & Upfit

Extension A - Purchase & Upfit is an Agreement Extension included with and deemed a part of that certain Master Services Agreement entered into between Mission Mobile Medical and Client (the “Master Services Agreement”). Capitalized terms not otherwise defined in this Purchase Agreement are defined as set forth in the Master Services Agreement.

MOBILE MEDICAL CLINIC, EQUIPMENT, AND UPFIT WORK

***Schedule 3: Products and Services* is attached hereto and incorporated by reference (the “Statement of Work”) and identifies:**

1. Base Vehicle (hereinafter as the “Vehicle.”)
2. Equipment (hereinafter as the “Equipment.”)
3. Mobile Clinic Conversion work (hereinafter as the “Upfit Work.”)
4. Purchase Price and Payment Schedule

A. AGREEMENT OF PURCHASE AND SALE; ENGAGEMENT FOR UPFIT SERVICES

Mission Mobile Medical agrees to sell and Client agrees to purchase the Vehicle and Equipment. Additionally, Client hereby engages Mission Mobile Medical and Mission Mobile Medical agrees to install the Equipment in the Vehicle and perform the Upfit Work, as more particularly set forth in the Statement of Work (with the Vehicle, as modified pursuant to the Upfit Work and/or the installation of the Equipment, referred to herein as the “**Completed Unit**”).

B. DELIVERY, ACCEPTANCE, & RISK OF LOSS

1. Prior to delivery, the Client may inspect the Vehicle and Equipment at a time mutually agreed to by the Parties to confirm that it meets the specifications required under the Master Services Agreement. Upon inspection, the Client may request modifications. Mission Mobile Medical agrees to make all requested Modifications that are reasonably necessary to bring the Vehicle and Equipment into compliance with the requirements set forth in the Statement of Work, and to notify the Client in writing of any requested modifications it cannot make. Any such notification entitles the Client to pursue the dispute resolution procedures set forth in the Master Services Agreement.
2. Unless expressly agreed to by the Parties in writing, and subject to the terms and conditions of the Master Services Agreement and this Purchase Agreement, Mission Mobile Medical agrees to deliver the Completed Unit following the completion of the Upfit Work and/or the installation of the Equipment (with the date of delivery of the Completed Unit to Client referred to herein as the “Delivery Date”) to the delivery location specified in Schedule 3, using Mission Mobile Medical’s standard methods for transporting such vehicles.
3. Any estimated delivery date quoted by Mission Mobile Medical is an estimate only based on Mission Mobile Medical’s reasonable expectations. The actual delivery date may be impacted by many factors, including requests by Client to customize furniture, fixtures and equipment or delays by Client in responding to requests during the Upfit Work (e.g., to confirm layout, finishes, exterior graphics, audio-visual or telecommunications equipment). Mission Mobile Medical shall not be liable for or in respect of any loss or damage arising from any delay in delivery.
4. On the Delivery Date, Client shall execute a standard odometer disclosure statement and such other forms as may be reasonably requested by Mission Mobile Medical and thereafter promptly inspect the Completed Unit. Client shall accept the Completed Unit by acceptance certificate, attached hereto as Schedule 2 (the “Acceptance Certificate”), noting any items not materially conforming with the specifications set forth in the Statement of Work.
5. For any items not materially conforming with the Statement of Work, Mission Mobile Medical shall, arrange to correct the work or, in lieu of replacement or correction, elect to refund previously paid funds equivalent to the value of the non-conforming item. In performing such actions, Mission Mobile Medical shall use reasonable means, methods, and timing. Subject to Client’s rights under the express warranty (defined in Section 57) with respect to any nonconforming completed units for which client has accepted delivery under this Section 3, Client acknowledges and agrees that the remedies set forth in this section are Client’s exclusive remedies for the delivery of a unit with nonconforming components.

6. Except as expressly provided in the Master Services Agreement or this Purchase Agreement, Client has no right to return a Completed Unit to Mission Mobile Medical.
7. Following receipt by Mission Mobile Medical of payment in full of the Purchase Price and Client's acceptance of a Completed Unit, Mission Mobile Medical shall issue a bill of sale for the Vehicle. Notwithstanding the foregoing or anything herein to the contrary, the risk of loss to a Completed Unit, including all Equipment installed therein, passes to Client upon delivery of the Completed Unit to Client whether or not Title has technically conveyed.

C. PAYMENT OF PURCHASE PRICE; NO RIGHT OF SET-OFF.

Client shall pay the Deposit and balance of the Purchase Price in good and verifiable funds in accordance with the terms and conditions of the Master Services Agreement. Client shall not, and acknowledges that it will have no right, under the Master Services Agreement, this Purchase Agreement, any other Agreement Extension, or any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Mission Mobile Medical, whether under this Purchase Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Mission Mobile Medical, whether relating to Mission Mobile Medical's breach or non-performance of under this Purchase Agreement, any other purchase agreement or any other agreement between (a) Client or any of its affiliates and (b) Mission Mobile Medical or any of its affiliates, or otherwise.

D. WARRANTIES & DISCLOSURES

1. **TITLE.** Subject to full payment of the Purchase Price by Client, Mission Mobile Medical warrants to Client that Client will receive good and valid title to the Completed Unit, free and clear of all encumbrances, security interests, and liens of any kind. Client shall notify Mission Mobile Medical in writing within thirty (30) days following Client's receipt of notice of any encumbrance or lien against the Completed Unit, the Vehicle, or the Equipment installed therein, and Mission Mobile Medical shall thereafter have such time as is reasonably necessary to investigate such claims and, in Mission Mobile Medical's sole discretion, either (i) pay such sums as may be necessary to release and/or satisfy such claim; or (ii) if practicable, replace such Equipment with materially equivalent alternative equipment reasonably acceptable to Client.
2. **EQUIPMENT.** Other than defects or errors entirely within the scope of responsibility of Mission Mobile Medical under this Purchase Agreement, including defects or errors related to the installation of the Equipment, Client's recourse for any defects or errors related to the Equipment installed in the Vehicle shall be against the manufacturer of the Equipment or pursuant to any warranty expressly provided to Client by such manufacturer. Mission Mobile Medical makes no representations with respect to the quality or operability of any of included Equipment. Client understands and acknowledges that Client shall only look to the manufacturer of such Equipment in the event of any broken, defective, or required additional parts or the inoperability of the Equipment.
3. **VEHICLE.** Subject to the conditions and limitations set forth in Schedule 3, Mission Mobile Medical warrants particular components identified in the Warranty Coverage Chart below (the "Warranty Coverage Chart") against mechanical failures and latent defects which were not reasonably discoverable at the time of delivery of the Vehicle and warrants that such components shall be fit for their intended purpose and operate as intended.. This Warranty is solely for the benefit of Client, is non-transferable, and shall only be effective as to a particular component for the time periods set forth in the Warranty Chart. If a component fails during the applicable Warranty period, Mission Mobile Medical or its designated agent shall repair or replace such component at no or reduced cost to Client. Replacement components may be new, remanufactured, or refurbished, as determined by Mission Mobile Medical or its designated agent in their sole discretion. This Warranty shall not be construed as a maintenance agreement or be deemed to be a commitment by Mission Mobile Medical to undertake any general periodic maintenance of the Vehicle, the Equipment, or any components thereof. This Section D contains Client's exclusive remedy for any mechanical failures or latent defects related to the Vehicle or any of its components.
4. **OTHER:** Except as specifically provided in this purchase agreement. Client acknowledges it has not relied upon any representation or warranty made by Mission Mobile Medical, or any other person on Mission Mobile Medical's behalf. Except for and to the extent set forth with the Express Warranty, Mission Mobile Medical makes no warranty whatsoever with respect to the completed unit, the vehicle, the equipment, or any other component manufactured by a third-party, including any (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party; whether arising by law, course of dealing, course of performance, usage of trade, or otherwise.

E. LIMITED WARRANTY:

1. The Warranty set forth applies to mechanical failures and defects and does not apply to normal wear and tear or where the applicable components have been:
 - (a) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to instructions issued by Mission Mobile Medical or the manufacturer of the Vehicle; or
 - (b) replaced, reconstructed, repaired, or altered by anyone other than Mission Mobile Medical or its authorized agents.
2. Component Coverage is outlined in the *Warranty Coverage Chart* (below and attached)

Component	Repair or Replacement Coverage				
	Year 1	Year 2	Year 3	Year 4	Years 5-10
Chassis Structure	100 %	100 %	100 %	100 %	100 %
Power Train	100 %	90 %	80 %	70 %	50 %
Opening / Closing Mechanisms	100 %	90 %	80 %	70 %	50 %
Normal Wear Components	50 %	N/A	N/A	N/A	N/A
Generator(s) and HVAC	100 %	50 %	N/A	N/A	N/A
Non-OEM Finishes	100 %	90 %	80 %	70 %	50 %
Exterior Vinyl Wrap	100 %	N/A	N/A	N/A	N/A

* Non-OEM Finishes include installed flooring, wall finishes, trim, cabinets, upholstery, and other items fabricated by Mission Mobile Medical

F. COVERAGE CONDITIONS

In addition to the foregoing and notwithstanding anything to the contrary set forth herein, warranty obligations shall be expressly conditioned upon the following:

*c+ Client shall have (i) operated and stored the Vehicle in a safe and prudent manner in accordance with its intended purpose; (ii) maintained the Vehicle and associated mechanical components (generator, HVAC, air conditioners, and all other mechanical systems.) in accordance with all Manufacturer and Mission Mobile Medical recommendations; (iii) replaced all wear components (including, but not limited to: roof coating, tires, brakes, belts, hoses, cables, electric motors, fuses, switches, and filters) in a timely manner and in accordance with all manufacturer and Mission Mobile Medical recommendations. For the avoidance of doubt, this Warranty shall not be deemed to be a maintenance contract and Mission Mobile Medical shall have no obligation to Client under this Warranty to provide any periodic or remedial maintenance except to the extent related to mechanical failure or defects as expressly provided herein.

*d+ Client shall have notified Seller by phone call of any alleged mechanical failure or defect within seventy-two (72) hours following the date Client discovers such alleged claim or defect (but in any event before the expiration of the applicable Warranty period). Such notice shall be followed with a written (email) notice and description of the alleged mechanical failure or defect within seven (7) days, to be delivered pursuant to the requirements for notices set forth in the Master Services Agreement between Client and Mission Mobile Medical.

*e+ Client shall have immediately ceased operating and driving the Vehicle and/or taking actions which could increase the severity of the alleged mechanical failure or defect except (i) to the extent necessary to reasonably prevent or avoid imminent threat of injury or death to any person or the damage or destruction of property (including the Vehicle) or (ii) as expressly instructed by Mission Mobile Medical.

*f+ Engepvuj cmlj cxg'lo o gf kvgn['cngp'r twf gpv'ugr u'vq'o kki cvg'r qvqpvknf co ci gu'ltqo 'hckwtgu'qt'f ghgeu0F co ci gu'tguwnkpi 'ltqo 'pgi ngev' qt'mechanical failure or defect shall not be covered.

EXCEPT FOR AND TO THE EXTENT SET FORTH IN THIS WARRANTY OR OTHERWISE SET FORTH IN THE PURCHASE AGREEMENT, MISSION MOBILE MEDICAL MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE VEHICLE, THE EQUIPMENT, OR ANY OTHER COMPONENT MANUFACTURED BY A THIRD-PARTY, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MISSION MOBILE MEDICAL, OR ANY OTHER PERSON ON MISSION MOBILE MEDICAL'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THE PURCHASE AGREEMENT AND THIS WARRANTY.

Extension B – Service & Maintenance

Extension B – Service & Maintenance is an Agreement Extension included with and deemed a part of that certain Master Services Agreement entered into between Mission Mobile Medical and Client (the “**Master Services Agreement**”). Capitalized terms not otherwise defined in this Purchase Agreement are defined as set forth in the Master Services Agreement.

Schedule 3: Products and Services is attached hereto and incorporated by reference (the “**Statement of Work**”) and identifies:

1. Base Vehicle subject to this agreement (hereinafter as the “Vehicle.”)
2. Service Agreement Term
3. Purchase Price and Payment Schedule

A. AGREEMENT TO PURCHASE SERVICES

Mission Mobile Medical agrees to furnish the Services (as hereinafter defined) for the maintenance of the Vehicle and Equipment and Client agrees to purchase such Services on the terms and conditions set forth herein.

B. PAYMENT OF MONTHLY SERVICE AND MAINTENANCE FEE; NO RIGHT OF SET-OFF

Client shall pay the monthly service and maintenance fee as set out in Schedule 3 (the “Monthly Service and Maintenance Fee”) in good and verifiable funds in accordance with the terms and conditions of the Master Services Agreement. Where the Effective Date takes place after the first of the month, the Monthly Service and Maintenance Fee for such month shall be prorated. Client shall not, and acknowledges that it will have no right, under the Master Services Agreement, this Service and Maintenance Agreement, any other Agreement Extension, or any other agreement, document or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Mission Mobile Medical, whether under this Service and Maintenance Agreement or otherwise, against any other amount owed (or to become due and owing) to it by Mission Mobile Medical, whether relating to Mission Mobile Medical’s breach or non-performance of under this Service Agreement, any other agreement between (a) Client or any of its affiliates and (b) Mission Mobile Medical or any of its affiliates, or otherwise.

C. TERM

The term of this Service and Maintenance Agreement (the “**Term**”) shall begin on the Effective Date set in the Master Service Agreement and, unless sooner terminated as set forth in the Master Services Agreement, continue for ten (10) years thereafter (based on initial two (2) year term included with the base package and the eight (8) year extension purchased per the “Statement of Work”).

D. SCOPE OF SERVICES

For the Service and Maintenance Fee included in *Schedule 3: Products and Services*, Mission Mobile Medical shall

- a) Bear costs for parts and labor to maintain the Vehicle and Equipment in good working order
- b) The Service Budget for this work is \$7,500 per calendar year
- c) Services may include inspections, oil changes, and tire rotations, adjustments, replacements, and repairs attributable to normal wear and tear, as determined by Mission Mobile Medical in its sole discretion
- d) Mission Mobile Medical may, at its option, designate a third-party contractor to provide the Services to Client on behalf of Mission Mobile Medical; provided, however, that such designation of a third-party contractor shall not relieve Mission Mobile Medical of its obligations hereunder.

E. OPTIONAL SERVICES

Mission Mobile Medical may also undertake to assist client in making necessary adjustments, replacements, and repairs to the Vehicle and Equipment not attributable to normal wear and tear, or beyond the \$7,500 budget. For an additional charge(s) agreed upon by the Parties in advance, as determined by Mission Mobile Medical in its sole discretion, Services may be provided for adjustments, replacements, and repairs attributable to the following:

- a) electrical or mechanical interconnections, modifications, or attachments made by Client or its employees, agents, representatives, or contracted third-party
- b) failure of Client or its employees, agents, representatives, or third-party to comply with recommendations of Mission Mobile Medical or any third-party equipment manufacturers
- c) accidents or natural disasters or the negligence of, or improper use or misuse by, Client, its employees, agents, representatives, consultants, or third-party; and
- d) unauthorized maintenance by Client, its employees, agents, representatives, consultants, or third-party not approved to provide Services by Mission Mobile Medical in writing

F. VOLUME, TIMING OF SERVICES

Mission Mobile Medical makes no guarantees, representations, or warranties as to the frequency of Services that it is required to perform under this Service and Maintenance Agreement or the timeframe(s) within which such it is to perform and complete such Services; provided, however, that Mission Mobile Medical agrees to use commercially reasonable efforts to perform the Services as reasonably requested by Client. Mission Mobile Medical is not liable for or in respect of any loss or damage arising from any delay in performing or completing the Services hereunder. No delay in the performance or completion of the Services hereunder relieves Client of its obligations under the Master Services Agreement, this Service and Maintenance Agreement, or any other Agreement Extension between the Parties.

G. SERVICE CENTER

At least once every sixty (60) days during the Term hereof, Client shall make the Vehicle and Equipment available for the Services at a service center reasonably agreed upon by Mission Mobile Medical and Client and approved by Mission Mobile Medical in writing, which such approval shall not be unreasonably withheld.



Schedule 2: ACCEPTANCE CERTIFICATE

[To be completed at Delivery]

The undersigned acknowledges receipt of the Completed Unit as of the Date of Acceptance set forth below and certifies that (i) the Completed Unit is in good and acceptable condition, and has been delivered in conformity with the Statement of Work contemplated by the Purchase Agreement, and (ii) except as otherwise expressly set forth in a written agreement between Mission Mobile Medical and Client, Mission Mobile Medical has fully satisfied all of its representations, warranties and obligations under the Purchase Agreement.

DELIVERY EXCEPTIONS (IF ANY):

Client: _____

Representative: _____

Signature: _____

Date: _____



Schedule 3: Products and Services

County of Monterey - 38' Dual Medical/Dental Clinic

County of Monterey
168 W. ALISAL ST
SALINAS, CA 93901
United States

Reference: 20230331-162815570

Quote created: March 31, 2023

Quote expires: July 28, 2023

Quote created by:

moralessr@co.monterey.ca.us
(831) 796-1393

mgrashuis@missionmobilemed.com

Mission Mobile Medical will deliver the clinic to: 855 E. Laurel Dr. Bldg A, Salinas, CA 93905

Client is responsible for all sales tax and registration fees due upon registering the mobile clinic with state authorities. Please ask your Mission Mobile Medical representative for more information.

50% Due at Signing

25% Due 45 Days from date of initial deposit

Final Payment Due Before Delivery

Products & Services

Item & Description	Quantity	Unit Price	Total
38' Base Platform Class A RV Chassis [Pre-owned, 38'] - Ford V-10 gasoline engine - Auto-leveling system - Dual ducted HVAC - Backup camera - Onboard generator & shore power connections	1	\$212,059.00	\$212,059.00

Item & Description	Quantity	Unit Price	Total
Dual Operatory Dental Clinic Conversion Dual Operatory Mobile Dental Clinic - Exterior vinyl graphics, design and install - 12V LED lighting - Medical-grade furniture and equipment - Solid-surface countertops and cabinetry, locking storage - Bathroom & Lab areas with sinks - Patient waiting/intake at entry - Dual operatory - Patented J-Wall, maximizing exam space - Carbon-dioxide and/or smoke detectors centrally located in vehicle - Sharps container, glove box holder, soap dispenser, and towel dispenser/holder in each operatory	1	\$168,667.00	\$168,667.00
Dental Accessories Package UX-08895-05 Cole Parmer Ultrasonic Cleaner S500 Wayne Metal Products Dry Heat Electric Sterilizer Nomad handheld X-Ray with Sensor	2	\$32,759.00	\$65,518.00
Dental Equipment Package 90-3100 NB ASI Dental Treatment Chair 90-2021 ASI Right-handed Mobile Dental Delivery System 44400 Welch Allyn GS 300 Exam Light B240-BK Boss Office Provider Stool	2	\$49,590.67	\$99,181.34
Medical Refrigerator/Freezer [Combo]	1	\$7,500.00	\$7,500.00
Standard Refrigerator Small fridge [non-medical]	1	\$794.60	\$794.60
Staff Microwave	1	\$500.00	\$500.00
Wheelchair Lift - Braun, 800 lb capacity, interior mounted - Custom fabricated lift door - See attached warranty	1	\$15,450.00	\$15,450.00
1 Privacy curtain - surrounding each of the two operatory chairs - hung from ceiling mounted track (single package quoted covers both)	1	\$4,200.00	\$4,200.00

* ASI Dental Specialties provides a one year limited parts warranty on major structural components including the chassis, arm mechanisms, casters and dental unit drive components including the control block and valves and primary electrical system components. A standard one year parts and labor limited warranty is provided on other components. Integrated electronic and pneumatic instruments are excluded from this warranty and are covered by their separate manufacturer warranties. All disposable, consumable and replaceable maintenance-type items including gaskets, diaphragms, O-rings, tubing and maintenance kit items are excluded from warranty. Any damage occurring from misuse, abuse or improper maintenance is excluded from warranty coverage. Please refer to ASI's limited warranty for more information.

Item & Description	Quantity	Unit Price	Total
Tier 1 Wi-Fi Package Wi-Fi Network: - dual-provider cellular network (max 15 connected users) - signal redundancy/failover capability - utilizes Cradlepoint IBR900 (Cat-18 modem) Gigabit-Class LTE router - 940Mbps firewall throughput with dual-concurrent Wi-Fi. - can be upgraded to 5G	1	\$6,680.00	\$6,680.00
Lithium-Ion Battery Back-up System w/ 5- 360 W Solar panels Lithium Iron phosphate based system rated at 3780 Ah total. Good for 8 hours of general use run time. 5000 VA Inverter/charger	1	\$150,000.00	\$150,000.00
Install 2- 12 V fans in exam rooms	1	\$500.00	\$500.00
Interior Monitor - 32" including mount, HDMI cable, electrical outlet, etc.	1	\$1200.00	\$1200.00
Exterior Monitor - 32" including mount, HDMI cable, electrical outlet, etc.	1	\$1200.00	\$1200.00
Welch Allyn wall mounted diagnostic set	2	\$4,000.00	\$8,000.00
Mobile Clinic Operator Academy - Extra Seat - Three (3) day certification program held last week of each month Wednesday-Friday. - We recommend attendance roughly 1-month prior to the scheduled delivery date so knowledge is fresh. - seat does not expire until used so you can book the session at a convenient time. - valuable mixture of classroom and field training - ensures your team is equipped to properly operate and maintain a mobile clinic - attendees undergo classwork, fieldwork, and road-testing in a mobile clinic - arms you operator with the confidence, skills and resources required to train others in your organization.	1	\$0.00	\$0.00
Mission Mobile Medical Service and Maintenance support Plan - First 2 Years Our support includes coordinating care for your mobile clinic: - Preventative Maintenance Management (scheduling/coordination) - \$7,500 per year toward non-warranty repairs & maintenance - Mobile Roadshow Team to check on your vehicle and provide tips/training re: Maintenance - National network of mobile maintenance technicians and repair facilities - on-call technical support from Greensboro, NC fabrication team - technical support from your medical or dental equipment provider - technical support from the chassis/engine manufacturer (OEM) - How we work for you: - When service is required (by schedule or client request) email or call our offices (help@missionmobile.com or 336-815-5755) and ask for the Client Service Team - The Client Service Team coordinates all scheduling, estimates, and prioritization of work required PLUS payment for the work completed - Our intent is to fully manage the process and care for your mobile clinic as we care for our own fleet. - Your maintenance spend is covered up to \$7,500 per year. We will track and share maintenance costs expended on request, but no less than once per year. - We will maintain and share service records on request, but no less than once per year. - The annual service budget will not be exceeded unless approved in writing. Additional maintenance or repair work we manage beyond budget will be invoiced at cost plus 25%.	1	\$0.00	\$0.00

Item & Description	Quantity	Unit Price	Total
Mission Mobile Medical Service and Maintenance Support Plan - Additional 8 years Our support includes coordinating care for your mobile clinic: - Preventative Maintenance Management (scheduling/coordination) - \$7,500 per year toward non-warranty repairs & maintenance - Mobile Roadshow Team to check on your vehicle and provide tips/training re: Maintenance - National network of mobile maintenance technicians and repair facilities - on-call technical support from Greensboro, NC fabrication team - technical support from your medical or dental equipment provider - technical support from the chassis/engine manufacturer (OEM) How we work for you: - When service is required (by schedule or client request) email or call our offices (help@missionmobile.com or 336-815-5755) and ask for the Client Service Team - The Client Service Team coordinates all scheduling, estimates, and prioritization of work required PLUS payment for the work completed - Our intent is to fully manage the process and care for your mobile clinic as we care for our own fleet. - Your maintenance spend is covered up to \$7,500 per year. We will track and share maintenance costs expended on request, but no less than once per year. - We will maintain and share service records on request, but no less than once per year. - The annual service budget will not be exceeded unless approved in writing. Additional maintenance or repair work we manage beyond budget will be invoiced at cost plus 25%.	1	\$80,000.00	\$80,000.00
10 Year Warranty Ten (10) year extended Warranty per attached Warranty chart including - Chassis - Power Train - Opening / Closing Mechanisms - Normal Wear components include tires, brake pads, rotors, shocks and struts, batteries, belts, hoses, etc - Generator(s) and HVAC, - Non-OEM finishes including cabinetry, wallpaper, and flooring (excluding cab area), - Exterior vinyl wrap graphics (limited to 1 year), - Maintenance required to maintain coverage (see warranty schedule for coverage details) Note: OEM equipment is covered by the manufacturer warranty specific to each item. This includes, but it is not limited to, solar panels, wheelchair lift and medical/dental equipment. Specific manufacturer warranty documentation will be provided to Client at delivery. Mission Mobile Medical shall provide Client upon delivery of the vehicle any and all original equipment manufacturer ("OEM") warranties applicable to the purchase of vehicle and equipment covered by this Agreement.	1	\$0.00	\$0.00
Delivery and Training		\$5,294.00	\$5,294.00
- Delivery of vehicle to 855 E. Laurel Dr. Bldg A, Salinas, CA 93905 - One (1) Academy seat included [one person] - Class is held last week of each month. We recommend attendance roughly 1-month prior to the scheduled delivery date so knowledge is fresh. - Seat does not expire until used so you can book the session at a convenient time. - Valuable mixture of classroom and field training - ensures your team is equipped to properly operate and maintain a mobile clinic - attendees undergo classwork, fieldwork, and road-testing in a mobile clinic - arms you operator with the confidence, skills and resources required to train others in your organization.	1		
Insurance and Doc Fees	1	\$1,167.00	\$1,167.00
		One-time subtotal	\$827,910.94
		Total	\$827,910.94

Purchase terms

Current build time is 120-150 days from receipt of deposit, depending on production queue and supply chain volatility at time of contract execution. Pricing is for a turnkey build including all requested equipment.

Questions? Contact me

mgrashuis@missionmobilemed.com
 Mission Mobile Medical Group, Inc.
 7700 Boeing Drive
 Greensboro, North Carolina 27409
 United States