

**For any questions or concerns please do not hesitate to contact us at (304) 343-8933.**

**NOTE: Please provide Tax Exempt Certificate if applicable. Otherwise, applicable sales tax will be included on the payment invoice. Payment Terms: 70% down with order 30% upon install. Net 30 days**

**Any pre-owned equipment quoted is subject to the availability of equipment. All glassware, as applicable, will be prorated over the life of the warranty. Signature on the last page of this document verifies acceptance of the quoted Equipment and/or Services agreement with all applicable terms and conditions.**

### **1. THIS ADDENDUM.**

(a) **SUPERSEDING EFFECT.** This Addendum is attached to and incorporated into the quotation (collectively the "Quotation") issued by Radon Medical Imaging Corporation-WV or Radon Medical, LLC (hereafter the applicable entity is referred to herein as Radon and/or "Company") to its customer ("Customer"). The Quotation (as modified by this Addendum) supersedes all previous bids, quotations, offers and dealings with respect to the services and/or equipment (collectively "the Products") set forth herein. The Quotation may be withdrawn by Radon at any time without notice and shall not bind Radon until signed by Customer and by an authorized representative of Radon.

(b) **NO COUNTEROFFERS.** Acceptance of this Quotation is expressly limited to its terms and conditions. Any additional or different terms or conditions contained in Customer's order or response hereto shall be of no force or effect and shall not be binding upon Radon.

(c) **RETURN OF GOODS.** All items are sold without return privileges. Returns may be granted in the sole and absolute discretion of Company and returns require Company's prior written authorization. Except where items were damaged in transit, Company approved returns must be in clean factory packaging. All returns must be made by prepaid transportation unless otherwise specified by Company. Whole or partial credit for authorized returns will be based on the price listed on the original invoice.

### **2. SHIPMENT, DELIVERY, TESTING, AND ACCEPTANCE.**

(a) **DELIVERY INSTALLMENTS.** Radon reserves the right to deliver the Products in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delivery dates are approximate. If Customer requests a later delivery date, Radon may, at its option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by Radon, at Customer's sole expense and risk. At the time of such delivery to the designated storage facility, the Customer will immediately pay Radon all sums which would otherwise be due upon Acceptance as set forth in 2(e) below.

(b) **DELAYS IN SHIPMENT, DELIVERY, AND ACCEPTANCE.** Shipping, delivery and acceptance dates are estimated on the basis of prompt receipt of all necessary information and items from Customer. Should delivery or installation be delayed, in whole or in part, for any reason beyond Radon's control, Radon's time for performance shall be extended by the duration of the delaying cause. Radon shall not be responsible for nonperformance or delay in performance resulting from any cause or causes beyond its reasonable control, including without limitation the unavailability of materials or labor required for manufacture, assembly and installation, labor disputes, force majeure, and acts or omissions of governmental authorities. Radon shall not be liable for any damages or economic losses attributable to any such failures or delays. Customer shall have no right to cancel or rescind its order if the reason for the delay is solely limited to an excusable delay as defined in this section 2.b. and Customer and Radon shall cooperate with each other to minimize any adverse impact to Customer and/or Radon that results from such excusable delay.

(c) **TRANSPORTATION.** All shipments will be made F.O.B. shipping point by the method Company deems most advantageous. Transportation charges will be collected, or, if prepaid, will be invoiced to Customers and are not included in the prices shown on the Quotation. If the shipment is made at Customer's request via a method and/or carrier other than that which would normally be used, such shipments will be made F.O.B. shipping point. Title to the Product shall pass upon delivery to the Customer's Location or its designated storage facility.

(d) **SHIPMENT DISCREPANCIES.** Any errors in any shipment or requests for adjustments on concealed shortages involving cartons received intact must be reported to the Company within five (5) working days of receipt of the shipment.

(e) **ACCEPTANCE.** Unless otherwise set forth in this Quotation customer shall be deemed to have accepted the Products on the earlier of: (i) if Radon installs the Products, 5 days after Radon notifies Customer that it has completed installation and the Products is operating substantially in accordance with OEM published performance specifications; (ii) if Radon does not install the Products, 5 days after delivery of the Products to Customer; or (iii) the date Customer first uses the Products.

### **3. INSTALLATION AND SITE PREPARATION.**

(a) **BY RADON MEDICAL IMAGING.** If the Quotation requires installation by Radon, Company shall during regular working hours install the Products and connect the Products to safety switches and power outlets provided by Customer. If the Quotation includes installation, such installation will include on-site configuration of the installed Products and integration as per Radon (or the OEM Radon is a dealer/reseller for) published specifications and testing.

(b) **BY CUSTOMER OR OTHERS.** If the Quotation specifies that Customer will make its own installation of the Products, then the Customer shall be solely responsible for such installation, configuration, integration and testing and the subsequent operation of the Products. The customer must follow all Radon/OEM published guidelines and requirements for equipment/system installation and installation must be performed by qualified individuals qualified per Radon/OEM standards to do so. Failure to follow the above will void equipment warranty should problems occur.

(c) CONDITION OF PREMISES. In any event, the Customer shall provide free access to the installation site and suitable and safe space thereon for storage of the Products before installation. Radon assumes no responsibility for the fitness or adequacy of the premises, or for any damage or claim arising out of the condition of such premises. Regardless of who is installing the Products, the Customer shall provide all the items set forth in Section 16 below.

#### **4. RELOCATION OF PRODUCTS.**

The customer must notify Radon prior to any relocation of Products. Failure to notify Radon (i) may be a violation of applicable software licenses applicable to Products; and (ii) unless such relocation is approved in writing by Radon, shall terminate all warranties of Radon and/or OEM.

#### **5. SOFTWARE.**

(a) The Products include certain components of software ("Software") that is either being sold or sub-licensed by the owner of the Software through Radon or is being separately licensed to Customer by the owner of the Software. Customer shall at all times comply with the terms of the license agreement for any Software. Radon shall have no liability or responsibility to provide, install, or configure any subsequent versions, updates, maintenance, releases, or other modifications or improvements to Software provided by the Software manufacturer. All references to "Software" throughout this Quotation shall mean the computer software in digitally encoded machine readable "object code" form for which Customer has been granted a license pursuant to this Quotation. The term "Documentation" shall mean the Company's user guides or manuals for use of the Software and the documentation, if any, expressly listed elsewhere in this Quotation. For purposes of this Quotation the Products and the Software are collectively referred to as the "System."

##### **(b) SOFTWARE LICENSE:**

Subject to the terms and conditions of this Quotation, Customer is granted a non-transferable, non-exclusive, perpetual license ("License") to use the Software as delivered to Customer only on the Equipment at the locations (the "Locations") where initially installed. Customer may permit the Software to be used at the Locations for the benefit of, or by, physicians and radiologists who are not employees of Customer and for the benefit of health care clinics, physician groups and other similar entities to be used by such individuals and entities; provided that in all such cases: (i) the use is only to the extent necessary to ensure that such individuals and entities may properly perform their professional medical responsibilities to patients; (ii) Customer ensures that such non-Customer personnel comply with the terms of this Quotation with respect to maintaining confidentiality and non-disclosure of the Software; and (iii) Customer ensures that such non-Customer personnel have been trained in the operation of the Software. Any demonstration Software provided to Customer by Company and/or Owner at no charge ("Demonstration Software") shall be subject to this Quotation, however, such Demonstration Software shall not be utilized by Customer for clinical use, or for more than 60 days, and in no event beyond Customer's first clinical use of the System.

(c) TERMINATION OF LICENSE: Company may terminate the License granted under this Quotation if Customer: (1) fails to perform any material obligation under this Quotation which is not cured within thirty (30) days after written notice of default from Company; (2) breaches any obligation under this Quotation involving Customer's license to the Software or involving the proprietary rights of Company and/or Owner; (3) ceases to do business as a going concern; or (4) has its assets assigned by law.

(d) USE RESTRICTIONS; COPYRIGHT: Customer shall not, and shall not allow or permit its employees, representatives or agents to: (i) sell, assign, lease, sublicense, transfer or disclose to any third party, or allow any third party to use, the Software or the Documentation, or (ii) copy or otherwise reproduce the Software (or any portion thereof) except as necessary for Customer's use, testing, backup and archival of the Software in accordance with the terms and conditions of this Quotation.

(e) CUSTOMER SOFTWARE MODIFICATIONS: If Customer causes changes to be made to the Equipment, Software or Documentation without the prior written consent of Company and/or OEM Company represents, Customer shall indemnify and hold Company and the OEM Company harmless against damages, costs and expenses (including, without limitation, reasonable attorney's fees and costs of suit) resulting from the defense and settlement of any claim by a third party.

#### **6. PAYMENTS.**

(a) TIME OF PAYMENT. Upon acceptance of the Quotation, the Customer shall pay to Radon the down payment and subsequent payments at the intervals indicated in the Quotation. The customer shall pay any final balance of the purchase price for the Products upon Acceptance of the Products.

(b) SALES AND EXCISE TAXES. Customer shall be solely responsible for and shall pay to Radon all sales, use, excise, and occupation taxes, and similar taxes, which may be due to any state or other political subdivision in respect of the sale of the Products. If tax exempt, the Customer is responsible for providing Radon with a tax-exempt certificate.

(c) DEFAULT IN PAYMENT. Customer shall pay a finance charge of 1.5% per month, not to exceed the rate allowed by law, on any sums which are not paid by Customer when due. If Customer shall fail to pay any amount when due or shall otherwise default, Radon may, in addition to any other remedies Company may have in law or in equity, without notice to Customer, enter any premises in which the Products may be found and render it inoperable or remove it, and suspend, defer or cancel shipments and orders under this or any other Radon Quotation and/or suspend performance on any service agreement. Customer disputed sums/payments which are later mutually agreed to be valid and owed to Radon or found by a mutually approved and/or legal authority to be valid and owed to Radon will be treated as aforescribed.

(d) SECURITY INTEREST. Customer grants to Radon a security interest in the Products to secure payment of all sums due hereunder, and shall, as Radon may from time to time reasonably request, deliver such promissory notes, security agreements, financing statements, leases and rental agreements covering the Products as requested by Radon to evidence and secure Customer's obligations. Customer hereby grants to Radon an irrevocable power of attorney to execute and file such instruments or documents on behalf of Customer, for purposes of protecting Radon's security interest. Company or its representative may enter upon Customer's premises at any reasonable time upon consent of Customer to inspect the Products and the Software until the payments due under this Agreement have been paid in full. The Products remain personal property, even if attached to realty or other property, until all amounts due to Company under this Agreement have been paid in full. If Customer fails to make payments when due, Company may take possession of the Products and the Software and Customer shall pay 5% per month of the aggregate payments due under this Quotation from the date of delivery of such Products and Software. Company may apply any payments previously made to this charge and retain any balance as liquidated damages.

## **7. RISK OF LOSS:**

Risk of loss or damage to the Products, shall pass to Customer upon delivery of the Products to the Customer's location or storage area.

## **8. WARRANTY AND LIMITATION THEREON; CUSTOMER RESPONSIBILITIES; DAMAGES LIMITATIONS.**

(a) **HARDWARE WARRANTY.** Radon only warrants to Customer, as set forth in the Quotation, that hardware components of Products shall be free from defects in material and workmanship under normal use and service and shall be fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. Radon's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect which, is reported to Radon during the warranty period, and which Radon determines in the exercise of reasonable judgment impairs the ordinary use of the Products.

(b) **OEM WARRANTY.** The Original Equipment Manufacturer ("OEM") determines the start date of hardware, software, licenses, etc. that may carry a warranty as described in the Quotation. Warranties that start from date the equipment is shipped to Radon carry a reasonable time for Radon to install and for Customer to accept the Product/Systems. Delays in installation beyond the original scheduled date which are determined to be the responsibility of the Customer will result in the Product/Systems warranty beginning while the Products/Systems are in storage (at Radon or a designated site). Radon will not be responsible for warranty starting prior to installation / acceptance or expired warranty resulting from delays or other circumstances outside of Radon's control.

(c) **WARRANTY SERVICE.** RADON'S SOLE OBLIGATION IN RESPECT OF ANY WARRANTY CLAIM SHALL BE, AT RADON'S OPTION, TO REPAIR OR REPLACE THE PRODUCTS DURING RADON'S NORMAL WORKING HOURS, SO AS TO PLACE THE PRODUCTS IN GOOD WORKING CONDITION. When Customer calls for warranty service and demands same day service, Radon will reasonably attempt to provide such service within normal working hours. If Radon is not able to accomplish such work within normal working hours, Customer will be charged for the overtime hours in accordance with Radon's standard policy on overtime rates. Radon will not cover any loss, damage or expense relating to the following: (i) any equipment or Software other than the Products identified in the Quotation; (ii) the replacement of any disposable, consumable, or supply items; (iii) any service or repair necessitated as a result of: (A) a change of design, specification or instruction provided by Customer or its representative; (B) Customer's failure to fulfill any of its obligations or responsibilities hereunder; (C) the failure of anyone other than Radon or its service contractor to comply with written instructions, manuals, or recommendations that Radon provides to Customer.

(d) **CUSTOMER RESPONSIBILITIES.** Radon's warranties shall terminate if Customer: (i) fails to notify Radon in a timely manner that any unusual operating peculiarity appears; (ii) fails to operate the Products in a safe and competent manner and in compliance with operation manuals provided with the Products; (iii) fails to regularly and properly service and maintain the Product; (iv) combines of any component of the installed Products with any other equipment or software that is incompatible with the Products; (v) alters or improperly stores, handles, uses or fails to maintain any part of the Products; (vi) has design or manufacturing defects in any item of a third party; or (vii) needs any repair, service or replacement necessitated as a result of: (A) relocation of the Product; (B) external source power supply, (C) failure to maintain proper environmental conditions; (D) neglect, abuse, misuse or failure to follow operating instructions; or (E) casualty of any nature.

(e) **LIMITATION OF LIABILITY -- EXCLUSION OF IMPLIED WARRANTIES.** The warranties in this Section are expressly in lieu of any other warranties, express or implied, including any implied warranty of merchantability or fitness for particular purpose.

(f) **CONSEQUENTIAL AND OTHER LOSS OR DAMAGE.** IN NO EVENT SHALL RADON BE LIABLE, BY REASON OF ANY TORT, BREACH OF CONTRACT OR WARRANTY, OR OF ANY ACT OR OMISSION ON ITS PART RELATING DIRECTLY OR INDIRECTLY TO THE SALE OR INSTALLATION OF THE PRODUCTS, FOR PROSPECTIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES, ECONOMIC LOSS, LOSS OF PROFITS OR DAMAGES RESULTING FROM LOSS OF USE OF THE PRODUCTS, EVEN IF RADON IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL RADON'S LIABILITY TO CUSTOMER (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THE TRANSACTION CONTEMPLATED BY THE QUOTATION EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO RADON PURSUANT TO THE QUOTATION.

## **9. SERVICE CONTRACT.**

Radon shall have no liability or responsibility for providing maintenance, service, repair, replacement or otherwise to provide any services with respect to the Products following completion of installation, except for covered warranty work, unless Customer and Radon have entered into a separate service contract.

## **10. CHANGES IN PRODUCTS.**

Radon and/or OEM for which Radon is a dealer/reseller may change the construction or design of the Products so long as the general function of the Products are not thereby altered. In the event such change occurs, Radon shall document any such change and provide a copy of such document to Customer setting forth the change and verification that the general function of the Products was not altered in any material way."

### **SOFTWARE CHANGES:**

Improvements, modifications, alterations, derivative works and enhancements ("Changes") to any of the Equipment, Software or Documentation, including but not limited to those made by the Customer with authorization of Company and/or Owner, those made by Company and/or Owner at the request of the Customer, or those made by Company and/or Owner on behalf of Customer, shall be the sole and exclusive property of Company and/or Owner. Notwithstanding the foregoing, Customer remains solely responsible for any liability associated with Changes that were made without Company's and/or Owner's authorization.

## **11. INDEMNIFICATION**

Each party agrees to indemnify the other from any and all claims, liability, loss, judgment, settlements, costs and expenses for injury or death of any person, or injury to any property, resulting from any negligent or willful act or omission of the indemnifying party, its agents, employees, servants, students, staff members, contractors with respect to obligations assumed under this Agreement.

## **12. NOTICES.**

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. Mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

COMPANY: Radon Medical Imaging  
3254 US RT 60 E  
Ona, WV 25545  
CUSTOMER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **13. ENTIRE AGREEMENT.**

This Quotation constitutes the entire and only agreement between the parties hereto, and any prior agreement, representation, affirmation of fact and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein shall not be binding on either party. No assignment, waiver, alteration, or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of both parties.

## **14. GOVERNING LAW; DISPUTES.**

The law of the State where the product is installed, or the service is provided will govern any dispute between the parties. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT. Disputes (other than collection matters) arising under or relating to this Quotation will be submitted to the American Arbitration Association ("AAA") office located closest to the largest metropolitan area of the State where the product is installed or the service is provided for binding arbitration in accordance with the AAA's Commercial Arbitration Rules. The cost of the arbitration, including the fees and expenses of the arbitrator, will be shared equally, with each party paying its own attorneys' fees. The arbitrator will have the authority to award damages only to the extent otherwise available under this Quotation.

## **15. SUCCESSORS AND ASSIGNS.**

The terms, provision, covenants and conditions contained in this Agreement shall apply to and inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors and assigns.

## **16. CUSTOMER REQUIREMENTS FOR INSTALLATION.**

As part of the installation and operation of the System, Customer is responsible for all, but not limited to, the following:

1. As applicable to radiation producing equipment, submitting a Shielding design to the appropriate Federal, State, Local or other requiring Government Agency and getting approval for installation of equipment from said Agency.
2. Ensure that all Federal, State, Local or other requiring Government Agency requirements are met prior to and after installation of equipment, including but not limited to, shielding design and post installation radiation survey.
3. An employee from Radon will need to survey current installation site prior to scheduling of this job to ensure that appropriate power and electrical runs are available for equipment installation and all network requirements are met as required for system communication and remote service access purposes.
4. Radon will supply equipment layout and specifications upon request. Any deviation from Radon's specifications must be approved by Radon. Ensuring that the users of the System are advised and understand that the System is an aid in the practice of healthcare and is not a substitute for professional judgment.
5. Provide appropriate power and electrical runs for equipment.
6. Installing and maintaining any dedicated modems and phone lines necessary to support the Equipment and the Software.
7. Provide all network cables, drops, etc. for network communications required.
8. Have a network speed of at least 100Mbps on the segment that Company's server and client workstations will be connected to or a dedicated 10Mbps segment specific the System.
9. Providing and maintaining an appropriate network connection to any device supplied at the site by Company.
10. Installing and maintaining any "firewalls" and other security protocols and devices that are adequate to ensure that unauthorized third parties cannot access or manipulate data within the System. Customer will make every reasonable effort to prevent and correct any problems arising from such other equipment, software, hardware, firmware and interfaces or malicious activity by persons known or unknown. If Customer's System is accessed by unauthorized third parties, whether such access is internal or external, Customer is solely responsible for all costs of restoring Customer's network and the System, and for any data loss or corruption. Any service from Company required or requested in order to repair or restore the System will be charged to Customer at Company's then-current service rates.

11. Installing and maintaining remote connections, including communications necessary to support the System (equipment, software and all other related components) required for remote support and maintenance. If remote connections are not available at the site and system evaluation cannot be performed remotely, travel charges will occur at Radon's current rate if Radon is required to come on-site to trouble shoot or resolve a system problem.
12. The supervision, management and control of its use of the System, including but not limited to ensuring that proper controls are in place to validate data and results obtained through the use of the System.
13. Regularly backing up the System and archiving data as may be necessary to meet Customer's backup needs and to protect against unanticipated data loss. Customer is required to maintain and document these backup procedures and provide said documentation to Company's or Company's service contractor's Technical Support upon request.
14. Maintaining the site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a manner consistent with manufacturer's recommendations and documentation. Customer will maintain documentation of such site and environmental conditions where the System is located and provide such documentation to Company's or Company's service contractor's Technical Support upon request.
15. Assuring that, at all times, properly qualified and appropriately licensed personnel use the System in the manner specified by Company and the manufacturer.
16. Assuming full responsibility for the safety and any consequence of lack of safety of the System in possession or control of the System
17. Appoint and have available a System Administrator during the entire installation process available for training, and thereafter, have a System Administrator designated who possesses the skills to properly conduct day-to-day administrative activities for the System.
18. Making domain and system administrative privileges available to Company's technicians (if applicable). If this is not possible, a Customer representative with such privileges must be available at all times during the installation, and thereafter if required by Company in order to service the System.
19. Making sure that all of the client workstations are communicating with the System's server;
20. Expeditiously communicating installation dates to any third party vendors whose cooperation is necessary to complete installation (for example, Broadband service providers, other related system vendors, etc.).
21. Expeditiously communicating Company's Interface Specifications (e.g., standard HL7 Specifications) to any third party vendors whose cooperation is necessary to complete interface testing (for example, RIS vendors) and confirming said communications to the appropriate Company representative (typically the project manager) in a timely fashion.
22. Placing service calls and requests to Company when appropriate as specified by Company or the manufacturer's then-prevailing protocols.
23. Making the System available without restriction for service in accordance with a mutually acceptable service appointment schedule.
24. Proper electrical current for operation of the Products will be brought to the safety switches and outlets by Customer and the Customer will supply all of the necessary conduits, wiring, unistrut steel or similar supports in the ceiling and walls, plumbing, carpentry, construction work and rigging, and all other site preparation and installation accessories which may be required for making the installation.
25. If any certificates or other approvals of any governmental authority are required to be obtained for the installation, the same shall be procured by Customer at Customer's expense before the scheduled delivery date.
26. If trade unions prevent installation by Radon employees, Customer shall make all required arrangements with trade unions to permit completion of the installation, the additional cost of which shall be paid by Customer.