

**1. EXCLUSIVE TERMS OF SALE.**

(a) The equipment and all other goods ("Equipment" or "Product(s)") described in the quotation ("Quotation") to which these terms and conditions ("Terms and Conditions") are attached or to which they apply are offered to you ("Customer") by Merry X-Ray Corporation and/or SourceOne Healthcare Technologies, Inc. (individually or collectively, "Seller") exclusively on the terms and conditions set forth on the face of the Quotation and herein.

(b) The Quotation and these Terms and Conditions supersede all prior agreements (including quotations) with respect to the Products.

(c) If Customer orders a Product from the Quotation, whether by purchase order, facsimile, electronic data interchange (EDI) or telephonically, Customer agrees that (i) these Terms and Conditions apply to the sale of the Product, and (ii) any references to Customer's purchase order, acknowledgement or other document are only for administrative purposes, and shall not be binding on Seller unless specifically accepted in writing by an authorized representative of Seller.

(d) There are no written or oral agreements, statements, representations, or understandings which shall in any way relate to, affect, or control the validity or enforcement of the Quotation or these Terms and Conditions, except as expressly provided herein or as provided in an amendment hereto signed by an authorized representative of Seller.

(e) The execution of the Quotation by a representative of Customer shall constitute a binding acceptance of each and every term of the Quotation and these Terms and Conditions. All sales are subject to Seller management review and approval and Seller's approval of Customer's credit.

(f) Unless otherwise stated, prices quoted are valid for thirty (30) days from the date of the Quotation.

**2. CHANGES, CANCELLATIONS.**

(a) Quotations provided by or orders accepted by Seller are not subject to changes or cancellation by Customer except with Seller's written consent and upon payment to Seller of Seller's cancellation charges. Any cancellation made not in accordance with this Paragraph 2 shall be deemed a default by Customer and Seller shall be entitled to those remedies provided herein.

(b) Changes and cancellations shall be subject to a restocking charge of not less than 25%. All returns for other than service shall be subject to a restocking charge of not less than 25%.

(c) Except as may otherwise be provided in the Quotation, Seller's Quotation is subject to change or rescission by Seller at any time prior to receipt of Customer's written acceptance of the Quotation.

**3. PRICES.**

(a) The price for the Products shall be as set forth in the Quotation ("Price"), but the Price does not include: (i) installation of any Products unless specifically included on the face of the Quotation; (ii) transportation of any Products unless specifically included on the face of the Quotation; (iii) any taxes or duties, including without limitation all sales, use and excise taxes, whether local, state and federal taxes imposed on or applicable to the Products, installation and freight ("Taxes"); (iv) any handling, rigging, uncrating, storage, or other charges incidental to shipment, delivery or installation of the Products, or (v) applications training unless specifically included on the face of the Quotation.

(b) Customer shall be responsible for all Taxes, and agrees to pay all such Taxes when due.

**4. TERMS OF PAYMENT.**

(a) Unless modified by the express terms of the Quotation or pursuant to Section 1(b), Customer shall pay Seller on the following schedule: Twenty percent (20%) of the aggregate Price upon Customer's acceptance of this Quotation (or acceptance of Customer's order by Seller, if applicable), seventy percent (70%) of the aggregate Price upon delivery of substantially all of the Products covered by this Quotation or by Customer's order, whichever is applicable, and the balance of ten percent (10%) of the aggregate Price upon the first to occur of (i) Customer's execution of Seller's Warranty/Acceptance form, or (ii) the satisfactory initial clinical use of the Equipment by Customer, its agents or employees. For purposes of this paragraph, "delivery of substantially all of the Equipment" shall mean delivery to the location specified by Customer of eighty percent (80%) of the dollar value of the Equipment.

(b) All payments will be made in U.S. Dollars in immediately available funds. Unless otherwise specified in writing, payments are due at the payment address indicated on Seller's invoice no later than (30) thirty days from the date of invoice. A service charge of 1.5% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Customer's outstanding balance that is not paid within (30) thirty days after invoice date.

**5. THIRD PARTY ORGANIZATIONS.**

(a) In the event Customer has contracted with a third party management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization, group purchasing organization or the like ("Third Party Organization") for the purposes of centralized billing and management of Products provided to Customer, Seller agrees, per Customer's written request, to route invoices for payment for Products to such Third Party Organization, and accept payment from them on Customer's behalf. The written request must include company name, address, phone number, contact name, and effective date. Until Seller receives a written notification, Customer agrees to pay for all Products. Notwithstanding the above, Customer agrees that the Products provided by Seller are pursuant to the items and conditions set forth in this Agreement, and Customer guarantees the payment of all monies due or that may become due under this Agreement, in spite of any collateral obligations Customer may have with such Third Party Organization or any payment Customer has made to the Third Party Organization. To the extent that the Products Seller provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such Products on Customer's own account.

(b) Order of Precedence: Seller's Quotation and these Terms and Conditions supersede all prior agreements with respect to the Products, provided, however, if Customer is a qualified participant in a third party group purchasing organization (GPO) with which Seller has an active contract or other mutually-agreed arrangement (GPO

Agreement), the order of precedence among any conflicting terms and conditions applicable to the Products shall be (i) the terms of the GPO Agreement, (ii) the Quotation, and (iii) these Terms and Conditions.

**6. DELIVERY.**

Unless modified by the express terms of the Quotation, delivery shall be made, at Seller's discretion, FCA shipping point or origin. Except for warranty obligations specifically identified herein, Seller's responsibilities for the Equipment purchased pursuant hereto ceases and title and risk of loss passes to Customer upon delivery to the carrier selected by Customer (which carrier shall be reasonably acceptable to Seller). In the event of loss, damage, injury or destruction after such delivery to the carrier, claims must be made against the carrier and not against Seller. In no event shall any loss, damage, injury or destruction operate in any manner to release Customer from the obligation to make payments required herein.

**7. FREIGHT CLAIMS.**

(a) Damages or Shortages Both Customer and the carrier shall examine the contents of shipments suffering visible damage or shortage. Both the carrier's copy and consignee's copy of the delivery receipt shall be endorsed as to damage or shortage. In order to substantiate the proper amount of any damage, Customer shall notify the carrier and Seller promptly to request inspection of the damaged Equipment. Report of all damages or shortage must be made within three (3) days of delivery. All damaged Equipment shall be held by Customer for disposition by the carrier.

(b) Filing Claims Any claim must be filed with the carrier (with a copy to Seller) within three (3) days of the date of delivery, or such shorter period as the carrier may require. All claims must be filed for a specific amount and must be supported by copies of the following: (i) the original bill of lading; (ii) the original paid freight bill; (iii) the original invoice; (iv) the carrier's documents pertaining to the particular shipment involved; and, (v) such other documents as Seller or carrier may require. Customer shall contact its Seller representative and carrier for further instructions and administrative details in handling freight claims.

**8. INSURANCE.**

Customer shall at its expense keep the Equipment insured against all risks of loss from every cause whatsoever for not less than the full price stated in this Quotation or its replacement value, whichever is greater, until all payments for the Equipment (including the aggregate Price) have been received by Seller. Customer shall carry liability insurance for both personal injury and property damage in an amount customary for entities similar to Customer and relating to equipment similar to the Equipment. All insurance shall be in a form and amount and with a company reasonably satisfactory to Seller. All such insurance for loss or damage shall provide that Seller shall be the loss payee thereof and such liability insurance shall insure Seller, as well as Customer, against liability. Customer shall provide satisfactory evidence to Seller of such insurance coverage. The proceeds of such insurance, payable as a result of the Product being lost, stolen, taken, destroyed or damaged, shall be applied, at the option of Seller, (1) toward the replacement, restoration or repair of the Product, or (2) toward payment of the Price and/or any and all other obligations of Customer under the Quotation or these Terms and Conditions.

**9. SITE PREPARATION AND INSTALLATION.**

(a) Customer shall be responsible for preparing its site for installation of the Equipment in accordance with the manufacturer's specifications, with applicable laws, rules, regulations and ordinances (collectively "laws"), and, if applicable, as specified in the Quotation. Customer shall provide an installation site that is safe, clean and suitable for the Equipment.

(b) Customer will provide to Seller (including its employees, agents and contractors) full, free, and immediate access to the installation site and a suitable, secure space for storage of the Equipment before and during installation work.

(c) Customer is responsible for moving the Equipment from its point of delivery or storage site to the installation site (the installation site shall hereafter sometimes be referred to as "Premises"). Any scaffolding, platforms, lifting equipment, rigging, radiation protection requirements, building alterations, fire safety requirements, climate controls, power supplies and requirements, line conditioners, step-up transformers, electrical circuits, warning lights, safety switches, power outlets, conduits, wiring (including interconnecting wiring), equipment control and/or power cable lengths in excess of manufacturers' standard supplied lengths, architectural and seismic preparations, structural support, lighting, utilities, plumbing, carpentry, or other modifications or work required by any applicable laws (including health and safety laws), by the manufacturer, or by Seller in connection with installation of the Equipment, will be provided by Customer at its own expense. All such installations shall be completed and available for use at the time Equipment is delivered.

(d) Customer shall be responsible for obtaining all required professional reviews, drawings, certifications, government consents and approvals (including building permits, health and public safety clearances and zoning) and all third party consents and approvals required for the purchase, installation, and use of the Equipment, as well as fulfilling any and all reporting requirements for any regulatory activity performed by persons other than Seller's authorized personnel. Seller will only report activity performed by its authorized personnel.

(e) If applicable, Customer will, at its expense, provide DICOM 3.0 Storage Service Class User functionality on all modality equipment from which the Equipment is to receive exam images in DICOM 3 format. Customer will, at its expense, provide DICOM 3.0 Modality Worklist Service Class User functionality on all modality equipment to which Customer desires Modality Worklist Provider services to be provided by the Equipment. Customer will, at its expense, provide HL/7 message streams containing ADT, Orders, and Results information.

(f) The Equipment will be installed during normal working hours. Installation shall be in conformity with manufacturer's specifications, and installation services will be considered complete and accepted upon completion of Seller's final calibration and checkout per Seller's procedures guidelines for the intended use of the Equipment, and verification that the Equipment substantially complies with the manufacturer's published performance specifications.

(g) Acceptance of the Equipment will occur upon the first to occur of: (i) Customer's execution of Seller's Warranty/Acceptance form, or (ii) the satisfactory initial clinical use of the Equipment by Customer, its agents or employees.

(h) The installation price quoted includes only those services specifically described in the Quotation or herein, and does not include any additional time required or delay(s) experienced in installing the Equipment resulting from the condition or location of the Premises, the condition or location of power supplies, outlets, switches, conduits, wiring, or circuits, delay(s) in completing site preparation, the failure or non-occurrence of any obligation of Customer, or any other cause(s) which are not within the scope of Seller's installation responsibilities. Any labor and/or material costs in excess of standard installation services and any overtime incurred by Seller employees in respect to such additional time required or delay(s) experienced (as well as any extra labor or overtime work performed at the request of Customer) will be invoiced to Customer and paid at then-prevailing Seller demand service rates.

(i) If trade union obligations of Customer preclude Seller from performing installation and connection of the Equipment, Customer shall make all required arrangements with trade union(s) to enable Seller to complete its installation and connection of the Equipment. Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Equipment to existing wiring. Any additional cost related to such labor issues will be the responsibility of Customer.

(j) SELLER OFFERS NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE PREMISES (OR THE UTILITIES AVAILABLE AT THE PREMISES) ON OR INTO WHICH THE EQUIPMENT IS TO BE INSTALLED, USED, OR STORED. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS AGAINST ANY LOSS, DAMAGE, OR CLAIM ARISING OUT OF THE CONDITION OF SUCH PREMISES (OR UTILITIES).

#### 10. CREDIT TERMS, SECURITY AGREEMENT, AND CUSTOMER DEFAULT.

(a) Seller may establish or change the credit and payment terms extended to Customer when in Seller's sole opinion Customer's financial condition or previous payment record warrants such action. Customer's signature on this Quotation constitutes an agreement to honor the credit and payment terms so established or changed. Customer will provide promptly upon request such financial information as may be requested by Seller to complete its credit review of Customer.

(b) The Equipment shall be and remain personal or moveable property notwithstanding its mode of attachment to realty or other property.

(c) In signing this Quotation, Customer grants to Seller a purchase money security interest in all of the Equipment identified herein until Seller has received the aggregate Price for all the Equipment. Customer agrees to secure, to sign, and to deliver such promissory notes, security agreements, financing statements, landlord and mortgage waivers, and other documents as may be required by Seller, or by any of Seller's assignees, to evidence or to perfect the security interest in the Equipment (if the Equipment is to be delivered in Louisiana, Customer hereby grants Seller, and to Seller assignees, a vendor's lien against the Equipment and agrees to sign such documents as may be required to perfect such lien). Where permitted by applicable law, Customer's signature on this Quotation constitutes authorization for the employees or agents of Seller, or of Seller's assignees, to execute and file financing statements (and any amendments thereto) and other documents on behalf of Customer in order to perfect the security interest in the Equipment, as long as any balance is due hereunder.

(d) Default. If Customer does not pay any amount when due or does not meet any of its other obligations hereunder, then (in addition to any other remedies available at law or in equity) Seller may accelerate any balance due and require immediate payment thereof, may cease any and all work under this or any other contract with Customer (including without limitation providing service for the Equipment), may enter Customer's premises peacefully and render any Equipment purchased hereunder inoperable, may repossess the Equipment, and may charge Customer for all costs incurred by Seller in repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment. All costs of repossessing, removing, transporting, reconditioning, storing, and reselling the Equipment, and any other associated costs, will be added to the unpaid balance owed by Customer and proceeds from the sale of the Equipment will be first applied against such costs. Customer will remain liable for any deficiency that remains after such resale, and Seller will return to Customer any net proceeds in excess of Customer's unpaid balance.

(e) In any action initiated to enforce the terms of this Agreement following Customer's default, Seller shall recover as part of its damages, all costs, expenses, and attorney fees incurred in connection with such action.

(f) Until Customer has paid in full for the Equipment, Customer will keep the Equipment free and clear of all claims, liens, security interests or other encumbrances. Customer will not in any other manner attempt to dispose of the Equipment or, without Seller's written consent, remove the Equipment from the installation site until Customer has paid in full for the Equipment.

#### 11. WARRANTY, DISCLAIMERS AND LIMITATIONS ON LIABILITY.

(a) Seller warrants that it shall have good and marketable title to the Equipment and that the same shall be transferred to Customer free and clear of any and all mortgages, liens, and encumbrances (except the purchase money security interest retained by Seller as provided in Paragraph 10(c) above).

(b) Seller provides specific warranties with respect to Equipment it manufactures. Other Equipment is covered by warranty terms extended by the manufacturers or suppliers of such Equipment, copies of which are either attached hereto or are available from Seller upon written request. Customer's sole source of warranty for Equipment manufactured by persons other than Seller or its affiliates, if any, is the original manufacturer's warranty.

(c) No warranty extended by Seller shall apply to any Equipment that has been modified, altered, or repaired by persons other than those authorized or approved by Seller, or to Equipment sold as "used." Seller's obligation under this warranty is limited to labor hour costs only, and does not cover costs of parts or travel and lodging costs.

(d) Seller warrants that services provided hereunder shall be free from defects in workmanship under normal use and service for the warranty period specified on the Quotation. Seller will provide warranty services on third party hardware and software.

(e) Seller's warranty does not apply to consumable materials, unless specifically stated in writing, nor to products or parts thereof manufactured by Customer. Preventative or routine maintenance is specifically excluded for the Equipment sold under this Agreement, and is not included under the Equipment warranty.

(f) Warranty services will be provided during normal business hours. Warranty services provided at night, on weekends and holidays will be charged at Seller's then-current hourly rate for such times, if warranty services are performed during these times at the request of Customer.

(g) THE WARRANTIES REFERENCED IN THIS SECTION ARE GIVEN EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ON THE PART OF SELLER. SELLER NEITHER GIVES NOR ASSUMES (NOR HAS SELLER AUTHORIZED ANY PERSON TO GIVE OR ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. IN THE EVENT OF ANY BREACH OF THE MANUFACTURER'S OR SUPPLIER'S WARRANTY, SELLER'S SOLE OBLIGATION SHALL BE TO PROVIDE THE WARRANTY SERVICE DESCRIBED ABOVE.

(h) SELLER SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT OR ITS (OR THEIR) SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE. IF CUSTOMER TRANSFERS TITLE TO OR LEASE THE PRODUCTS SOLD UNDER THIS AGREEMENT TO ANY THIRD PARTY, CUSTOMER AGREES TO OBTAIN FROM SUCH THIRD PARTY A COMMITMENT AFFORDING SELLER THE PROTECTIONS ENUMERATED HEREIN.

(i) IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WITH RESPECT TO WHICH A CLAIM IS MADE (OR THE INSTALLATION PRICE IF A CLAIM IS MADE WITH RESPECT TO INSTALLATION WORK), REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT AT LAW OR IN EQUITY AND REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT UNDER CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER THEORY OF LAW OR EQUITY.

#### 12. EQUIPMENT OPERATION.

(a) Customer agrees that all Equipment purchased hereunder shall be operated exclusively by duly qualified technicians and/or licensed physicians in a safe and reasonable manner in accordance with manufacturer's instructions and for the purpose for which the Equipment was intended, and in compliance with the standards of the National Bureau of Standards and the Department of Health, Education and Welfare, as revised from time to time.

(b) Customer agrees to indemnify and hold Seller and Seller's officers, directors, employees, agents and subcontractors harmless from and against any causes of action, judgments and costs, including reasonable attorney's fees arising out of or in connection with the selection, use, operation and/or modification of the Equipment by Customer.

#### 13. FORCE MAJEURE/SHORTAGE.

(a) Seller shall not be liable for any delay or default caused by events beyond its control, including but not limited to any acts of God, acts of third parties, acts of Customer (or any of the Customer's employees, agents or representatives), acts of civil or military authorities, fire, floods, and other similar or dissimilar natural causes, riots, wars, sabotage, vandalism, embargoes, labor disputes, strikes, lockouts, unavailability of water, transportation, labor, materials, supplies, fuel, or power, delays in receiving any permits or licenses, delays caused by any laws, regulations, proclamations, ordinances, or any government action or inaction, delays caused by contractors and subcontractors, and any other cause or condition beyond Seller's control. The time for performance of Seller's obligations hereunder shall be extended for a commercially reasonable period of time in the event of any delay or default for such cause(s).

(b) Seller reserves the right to allocate its available resources (including labor, service, Equipment) among its customers, on such basis is Seller may deem fair and practical, without liability for any resulting failure or performance.

#### 14. MISCELLANEOUS.

(a) Seller (or Seller's suppliers or manufacturers of the Equipment) may change the construction, design, or configuration of the Equipment without notice to Customer as long as the general function of the Equipment is not thereby altered.

(b) The Quotation and these Terms and Conditions may not be modified or amended except by a writing signed by an authorized representative of Seller.

(c) These Terms and Conditions are to be interpreted and enforced under the laws of the State of Ohio without regard to principles of choice of law.

(d) The invalidity or unenforceability of any provision hereof will not affect any other provision, and all Terms and Conditions will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted.

(e) Course of dealing, prior dealings, industry standards and customary practice shall not serve as references in interpreting this Agreement.

(f) The failure of Seller at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these Terms and Conditions. Clerical errors are subject to correction.

(g) Customer's obligations hereunder are independent of any other obligations Customer may have under any other quotation, order, contract or account with Seller. Customer will not exercise any right of offset with respect to any right, obligation, or agreement between Customer and Seller.

(h) Any drawings, data, designs, workflow processes, implementation strategies, or other technical information supplied by Seller to Customer in connection with the sale of the Products are confidential ("Confidential Information") and will be held in strict confidence by Customer. Confidential Information will not be reproduced or disclosed to others without Seller's prior written consent.

(i) Equipment delivered by Seller to Customer may contain software supplied by third party software providers. Customer agrees to abide by any Software License Agreement provided by said third parties.

(j) The Quotation and these Terms and Conditions may not be assigned by Customer, in whole or in part, without the prior written consent of Seller.

(k) In the event of conflict between these Terms and Conditions and the Quotation, the terms of the Quotation will control.