

**RICHARD-ALLAN SCIENTIFIC  
SERVICE SUPPORT TERMS AND CONDITIONS**

This Service Support Terms and Conditions (this "Agreement") constitutes a contract between **Richard-Allan Scientific, LLC**, a subsidiary of Epredia Holdings, Ltd., with an office located at 4481 Campus Drive, Kalamazoo, MI 49008 ("**Epredia**") and the party named in the attached quote, as defined below ("**Customer**"). Each a "Party" and collectively, the "Parties."

**GENERAL**

**1. Scope.** This Agreement governs the attached quote ("Quote"). During the term of this Agreement, Customer hereby engages Epredia and Epredia agrees to perform the tasks, obligations, and services as set forth herein and the Quote (the "Services").

**2. Term.** This Agreement is effective as of the date of last signature below ("Effective Date") and shall remain in effect until the Contract End Date, as set forth in the Quote, unless sooner terminated as provided herein ("Term"). The Parties may extend this Agreement for additional one (1) year terms by written mutual agreement.

**3. Exclusions.** Any scope of work not included in a signed Quote will be quoted and billed on a "Time and Material" basis. Epredia shall invoice Customer for such work, as incurred, and Customer shall pay such invoices within the time specified thereon.

Specific Exclusions: The following services, as listed below, are not included in the Quote (this work will be considered an "Exclusion" to this Agreement and may be quoted and billed on a "Time and Material" basis):

(a) Repair of damage not caused by Epredia including without limitation, damage resulting from accident, negligence, transportation, neglect or misuse, failure or fluctuation of electrical or other power, telephone equipment or communication lines failure, use of parts which do not adhere to Epredia's approved specifications, modifications to software, or causes other than ordinary use.

(b) Work required as a result of maintenance or repair performed by anyone other than authorized Epredia personnel or as a result of improper operation, repair, maintenance, or modification by Customer or other third-party.

(c) Service on equipment connected to other devices or service on equipment that is not reasonably physically accessible.

(d) Work requested on account of damages arising from a catastrophe such as wind, flood, lightning, earthquake or other such phenomenon.

(e) Work resulting from changes in specification of the supplied equipment / system.

(f) Work resulting from changes in equipment / system configuration required as a result of Customer's modification of plant operation.

(g) Work requested by the Customer for rearrangement, such as additional wiring, rewiring, moving other equipment or cables, relocating equipment or repairing a previously prepared site.

(h) Electrical or mechanical work external to the equipment.

(i) Adding or removing accessories, attachments, or other devices not supplied by Epredia.

(j) Painting, refinishing, or furnishing materials for any of the foregoing.

(k) Work requested by the Customer to diagnose or identify a corrective action, the source of which is not attributable to Epredia or to the supplied equipment / system.

(l) If the work of an Epredia employee is postponed or suspended by Customer or is delayed or does not proceed with reasonable dispatch, due to no fault of Epredia, Epredia may withdraw the person or return another

service representative to the job when needed and available, and any additional costs (including travel time and expenses) incurred by EpreDia because of this will be an additional charge to the Customer.

**4. Customer Responsibilities.** Customer agrees to reasonably cooperate with EpreDia in the performance of the Services, including, without limitation: (a) providing EpreDia with sufficient and timely access to its facilities and / or information of Customer, in connection with this Agreement, including the recovery by EpreDia of any diagnostic or test equipment, documentation or other items used by EpreDia in the performance of the Services; (b) being responsible for the accuracy and completeness of all data and information that it provides or causes to be provided to EpreDia; (c) deleting all Personal Information (as defined in the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act) and Protected Health Information (as defined in The Health Insurance Portability and Accountability Privacy Rule) stored or accessible in the Product, including but not limited to patient images, reports, settings, and logs, before sending the scanner for repair or returning it to EpreDia. The Customer shall use a secure and irreversible method of data deletion that conforms to the recommendations of the National Institute of Standards and Technology (NIST) or other good industry practice. The Customer shall provide a written confirmation of data deletion to EpreDia, in a format provided or approved by EpreDia

**5. Prices & Taxes.** All prices are stated in U.S. dollars and are exclusive of any federal, state, municipal, or other government tax, customs duties or other charges, now or hereinafter imposed upon the production, storage, sale, transportation, or use of the product and / or Services offered by EpreDia. Such taxes or other charges shall be paid by Customer. Notwithstanding the foregoing, if Customer is a tax-exempt entity no taxes shall apply and Customer shall provide EpreDia with a copy of its tax exemption certificate. If a subsequent determination is made and taxes should not have been exempt, Customer agrees to identify indemnify EpreDia for any costs incurred.

**6. Purchasing.** Customer shall submit one (1) purchase order for the total amount covering the entire Term of the Agreement.

**7. Payment.** EpreDia shall invoice Customer in advance for the Services. Payment of such invoices is due within 30 days of invoice date. On accounts showing as past due (defined as having an outstanding balance of 45 days or more), EpreDia reserves the right to suspend Services until the account is returned to current status. If Customer fails to pay any amounts when due, Customer shall pay EpreDia interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses incurred by EpreDia in collecting such overdue amounts or otherwise enforcing its rights hereunder.

**8. Expenses.** Excluding those specified herein, Customer shall reimburse EpreDia for all reasonable and necessary expenses incurred in connection with the performance of its duties under this Agreement. EpreDia will provide an itemized accounting as well as documentation and receipts to support any reimbursable expenses.

**9. Delivery and Title.** Except where specified herein, EpreDia shall deliver any and all shipments ex-works, Kalamazoo, Michigan, USA, or other point of origin, to the carrier designated by Customer. Title and risk of loss and / or damage in transit shall pass from EpreDia to Customer. In the event Customer is unable to accept delivery when scheduled, EpreDia is hereby authorized to "ship-in-place" and Customer agrees to take title and pay all invoiced amounts as if delivered. In addition, Customer agrees to pay any and all associated storage costs.

**10. Access to Customer's Facilities.** When applicable, Customer shall allow EpreDia, at no charge, to (a) full and free access to all equipment specified under this Agreement and any and all associated peripherals; (b) to use necessary machines, communications facilities and the like; and (c) to use other reasonable facilities, including without limitation secure storage space and a designated work area with adequate heat and light.

**11. Confidential Information.** All non-public information disclosed by either Party to the other Party in connection with this Agreement ("Confidential Information"), shall be used solely for installation, operation, maintenance, or support of the specified equipment, software, and Services furnished under this Agreement only, and shall be protected by the recipient from disclosure to any third party, other than employees and professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein, with the same degree of care as it normally takes to protect its own confidential and proprietary information, but in any event no less than reasonable steps, to preserve the confidentiality of the Confidential Information disclosed.

A Party may disclose Confidential Information to the extent required by law. However, a Party must give the discloser prompt notice and make a reasonable effort to obtain a protective order. No obligation of confidentiality applies to any Information that a Party: (i) already possesses without obligation of confidentiality; (ii) develops independently; or (iii) rightfully receives without obligations of confidentiality from a third party. No obligation of confidentiality applies to any Confidential Information that is, or becomes, publicly available without breach of this Agreement. Each Party's obligations hereunder shall survive for a period of five (5) years after receipt of Information hereunder from the discloser, except as otherwise mutually agreed upon by the Parties.

Notwithstanding section 4 above, EpreDia acknowledges that it may inadvertently acquire access to individually identifiable health information which is considered private, privileged and confidential, whether or not this qualifies as Protected Health Information ("Customer Data"). To the extent such Customer Data is acquired, EpreDia hereby agrees to maintain the private, privileged and confidential status of such Customer Data. EpreDia also agrees to use the information only to the extent necessary for installation, operation, maintenance, or support of the specified equipment, software, and Services. Where such Customer Data is not necessary for the Services, EpreDia shall notify the Customer and the Customer shall immediately delete or remove the Customer Data in accordance with section 4 above, and the Customer shall take such steps as are necessary to preserve its Customer Data.

NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION FURNISHED TO THE OTHER PARTY. ANY INFORMATION EXCHANGED UNDER THIS AGREEMENT IS PROVIDED "AS IS."

**12. Force Majeure.** Neither Party shall be liable to the other Party for any delay or failure to perform its obligations under this Agreement or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of a Party, including, without limitation, delays caused by labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, power outages or power surges, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, embargoes, blockages, action, restrictions, regulations or orders of any government, agency or subdivision thereof, or temporary unavailability of qualified service personnel at EpreDia's offices due to service call(s) received prior to Customer's call.

**13. Limitation of Liability.** EPREDIA'S TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID FOR SERVICES OR SUPPORT BY CUSTOMER TO EPREDIA FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO ANY CLAIM BY CUSTOMER. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY WARRANTY OR COVENANT CONTAINED HEREIN OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE.

**14. Warranty.** The applicable Service coverage is set forth in the Product Description Section of the Quote and incorporated herein by such reference and made a part hereof.

The following shall not be covered under EpreDia's warranty:

Exceptional Causes of Equipment Malfunction. Repair of equipment malfunction for the following abnormal conditions is not covered by this Agreement and will be performed by EpreDia at its current service rate for travel, labor and parts: (i) Shipping damage incurred en route to Customer's site or because of moving equipment. EpreDia will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage. (ii) Flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters. (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation. (iv) Repairs, maintenance, or modifications made by anyone other than EpreDia trained personnel or without EpreDia Fisher Scientific's supervision and/or approval. (v) Relocation and reinstallation of equipment are not covered under this Agreement; although upon request EpreDia will supervise the removing, crating, relocation and reinstallation of equipment at EpreDia's current service rate.

Maintenance or replacement of media (i.e., floppy disks, plotter supplies, etc.) whatever the reason for loss, failure or damage is not covered by this Agreement.

Non-Epredia equipment. The service of non-Epredia material or equipment is not covered under this Agreement. This includes non-Epredia material or equipment purchased for engineering specials.

Beta-site support. Beta-site support is not covered by this Agreement. Service calls made to train operators, repair an equipment malfunction and it is found that the fault is not with the equipment, are not covered by this Agreement.

## **15. Termination.**

Termination For Convenience. Either Party may terminate this Agreement, effective immediately, upon 30 days' written notice to the other Party. If this Agreement is terminated by Epredia prior to the completion of Services, Customer shall be liable only for the payment of Services performed, calculated on a pro-rata basis, and non-cancelable, non-refundable expenses incurred prior to the effective date of termination. Customer shall use its best efforts to conclude or transfer all projects in process, as directed by Epredia, as expeditiously as possible. Customer shall not undertake further work, incur additional expenses, or enter into further commitments after receiving such notice of termination from Epredia, except as mutually agreed upon in writing by the Parties.

Termination For Bankruptcy. Either Party shall have the right, at its option, to terminate this Agreement immediately upon written notice to the other Party in the event: (a) of an assignment for the benefit of creditors; (b) a Party's insolvency; (c) a Party's dissolution or loss of charter by forfeiture; (d) a Party is adjudged bankrupt or insolvent by a court of competent jurisdiction; (e) a trustee or receiver is appointed for a Party or its assets or any substantial part thereof; (f) a Party files a voluntary petition under any bankruptcy or other similar law providing for reorganization, dissolution or liquidation.

**16. Effect of Termination.** In the event of termination or expiration of this Agreement, all fees or charges payable through the termination date shall immediately become due and payable and Epredia's obligations under this Agreement shall immediately end. The termination, expiration or non-renewal of this Agreement shall not relieve either Party from any obligation that accrues pursuant to this Agreement before the effective date of the termination or expiration nor shall it release the Parties from any obligation that may have been incurred as a result of operations conducted under this Agreement. Notwithstanding the foregoing, any Service performed prior to the termination of this Agreement or performed subsequent to the expiration or termination of this Agreement, as mutually agreed to by the Parties, will be billed at the current time and materials rate. If the preventative maintenance has been completed prior to such cancellation, a minimum of sixty percent (60%) of the annual Agreement amount will be retained by Epredia. In addition, Customer will forfeit any applicable multi-year or multi-unit discounts provided and agrees to pay fifty percent (50%) of any remaining months agreed upon as an early termination fee.

## **17. Indemnity.**

By Epredia. To the extent of its own negligence or willful misconduct, Epredia agrees to indemnify, defend and hold harmless Customer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses, (including without limitation reasonable attorneys' fees and disbursements and court costs) for injury to or death of persons or damage to property in connection with the performance of Epredia's obligations under this Agreement. Customer shall provide to Epredia prompt written notice of any third-party claim covered by Epredia's indemnification obligations hereunder. Epredia shall have the right to assume exclusive control of the defense of such claim or, at its option, to settle the same. Customer agrees to cooperate reasonably with Epredia in connection with the performance of Epredia of its obligations under this Section.

By Customer. Customer shall indemnify, defend and hold harmless Epredia, its officers, directors and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) for injury to or death of persons, damage to property, or for any data breaches, breaches of applicable data privacy, data protection, or security or laws or regulations, or as otherwise arising out of any failure by Customer to adequately delete Protected Health Information, Personal Information, or Customer Data from the Product, in connection with Customer's obligations under this Agreement. Customer represents and warrants that Customer maintains liability and property damage insurance and Worker's Compensation or other applicable insurance adequate to cover any such claims by its agents, employees, consultants or representatives.

## MISCELLANEOUS

**18. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, with the exclusions of its conflicts of law provisions.

**19. Trial by Jury.** Each party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of, or relating to, this agreement or the transactions contemplated herein.

**20. Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices shall be deemed sufficient upon delivery, when delivered: (i) in person (ii) by nationally-recognized courier service guaranteeing next-day delivery, charges prepaid, return receipt requested, or (iii) by first class, registered or certified mail, postage prepaid, return receipt requested. Notice shall be sent to the Parties as designated below:

If to Company:

Richard-Allan Scientific, LLC  
Attn: [Department/Individual]  
4481 Campus Drive  
Kalamazoo, MI 49008

with a copy to:

Richard-Allan Scientific, LLC  
Attn: Legal, Patents & Compliance  
LPC@PHCHD.COM

**21. Assignment.** Except as provided herein, any assignment of this Agreement is void. Neither Party may assign or transfer this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, either Party may, without the other Party's prior written consent, freely assign this Agreement to either: (i) a wholly-owned subsidiary or an Affiliate of such Party; or (ii) a successor in interest to the business and/or assets of such Party.

**22. Conflict in Terms.** Any of the terms or conditions of the Customer's Quote which are in any way inconsistent with, or in addition to, the terms and conditions contained herein shall not be binding on either Party unless expressly accepted in writing by its authorized representatives.

**23. Waiver.** No failure on the part of either Party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise or the exercise of any other right.

**24. Severability.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**25. Counterparts.** Each Party may execute this Agreement using a handwritten, electronic, or digital signature, in one or more counterparts, which may be exchanged via paper, fax or email (i.e. PDF format) when signed, each of which will be deemed an original, and all of such counterparts shall together constitute one and the same instrument.

### **26. Compliance with Laws.**

Epredia and Customer each agree that they shall comply with all applicable federal, state and local laws and regulations in performance of its respective obligations pursuant to this Agreement, including, without limitation, laws related to fraud, abuse, privacy, discrimination, disabilities, samples, confidentiality, false claims and prohibition of kickbacks. Without limiting the generality of the foregoing, the Parties acknowledge that Epredia conducts its relationships with healthcare professionals in compliance with applicable laws including, without limitation, 42 C.F.R. §1001.952(d), the "safe harbor" to the U.S. Anti-Kickback Statute, and 42 U.S.C. §1320a-7(b), with respect to personal services.

Epredia and Customer each acknowledge and agree it is not included in the List of Excluded Individuals/Entities (maintained by the U.S. Department of Health and Human Services Office of Inspector General) or the List of Parties Excluded from Federal Procurement and Non procurement maintained by the U.S. General Services Administration, or is the subject of any investigation or proceeding which may result in inclusion in any such list. The Parties agree to immediately notify the other Party in writing if a Party becomes aware of any such debarment, exclusion, investigation or proceeding of Epredia.

**27. No Inducement.** The Parties acknowledge and agree that Services requested by, and to be performed for, Epredia represent bona fide services and under no circumstances is the requisition of such services, or the remuneration therefore, meant to serve as an obligation, express or implied, to purchase, refer or otherwise support Epredia's products or services.

**28. Reporting.** Notwithstanding anything herein to the contrary, Epredia may disclose Epredia's name, address, the nature of the services rendered, the remuneration paid hereunder and such other information as may be required or requested (i) to the U.S. Department of Health and Human Services Office of Inspector General or (ii) to the extent required pursuant to any applicable federal, state and/or local laws and regulations.

**29. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and there are no representations, warranties, covenants or obligations except as set forth herein. This Agreement supersedes all prior and temporary agreements, understandings and negotiations and discussions, written or oral, of the Parties hereto, relating to the subject matter of this Agreement.

**AGREED TO AND ACCEPTED BY:**

**CUSTOMER**

**RICHARD-ALLAN SCIENTIFIC, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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