

Terms and Conditions of Agreement:

1. Terms: This agreement between the customer who is a signatory hereto and Medex Imaging Inc. shall become effective upon acceptance by Medex Imaging Inc. At its offices in Brooklyn, and upon acceptance, its terms shall be as indicated on the face hereto.
2. Default:
Medex Imaging Inc. may not terminate this agreement at any time without notice and without liability in the event of default in payment or other breach by the customer if such default or breach is not resolve within ten (10) days.
3. Medex Imaging Inc. agrees to provide the parts or services enumerated below:
 - A. Verification service on the equipment covered by this agreement as determined, to be necessary by Medex Imaging Inc. at reasonably and mutually convenient times during the Principal Period of Maintenance (P.P.M) agreed upon herein. Such verification service shall include preventive maintenance verification of instrument performance utilizing accepted techniques and the training of customer personnel in the operation and maintenance of the equipment covered by this agreement at any of the scheduled verification visits. Verification visits scheduled outside the P.P.M. Will be billed according to applicable hourly rates.
 - B. A no-charge parts replacement service for the equipment covered by this agreement. Medex Imaging Inc. agrees to repair or replace any part of assembly, which fails during the term of this agreement. Such parts replaced by Medex Imaging Inc. become our property.
 - C. For the hours of coverage specified on the face hereof, labor and travel necessary initiate and complete repair of the instruments covered by this agreement for the term of the agreement.

Standard: The standard P.P.M. is a period of eight hours. Each day between 9:00 am to 5:00 p.m. Monday through Friday excluding legal holidays, during this period there may be one-hour meal period.

Principal Period of Maintenance:

1. Remedial or preventive maintenance perform during P.P.M.

There will be no additional charge for:

2. A call-back service call which is the result of a malfunction caused by a part repaired by Medex Imaging Inc. within the proceeding 24 hours. Medex Imaging Inc shall make this determination.
3. Time spent at the site during, or after, the P.P.M, awaiting the arrival of additional maintenance personnel and / or delivery of parts.
4. Customer agrees to perform routine maintenance recommended in manufacture's operator's manual for the equipment covered by this agreement.
Customer agrees that a trained and competent operator will only operate the equipment. Customer shall notified Medex Imaging Inc as soon as any unusual operating peculiarity appears. Customer shall ensure the equipment is operating in a safe and competent manner. In strict compliance with establish safety-operating procedures. As revised or replaced as necessary applicable laws, federal, State, and local regulations. Customer shall maintain on a fixed basis a log book in, which there shall be recorded the dates and times of the operation of the equipment; the name of

the operator and any special or unusual incidents during the operation of the equipment.

5. This agreement does not include:

- A. Parts and service other than those set forth in section 3 above.
- B. Any parts and services made necessary by (1) customer neglect, misuse or improper operations; (2) accident, fire water, vandalism, electrical power failures, casualty, or causes other than ordinary use. (3) Delays caused by the customer; (4) the action of any person other than M.I. Authorized service representatives; (5) customer's failure to perform routine maintenance under section 4 above; (6) modifications of the equipment covered by the agreement without the prior written approval of M.I. (7) unsuitable environmental conditions.
- C. Installation of equipment.
- D. X-ray tube, Image Intensifiers, Vidicon, and Plumbicon tubes.
- E. Operating supplies and consumable of any kind.
- F. Electrical work external to the equipment.
- G. Maintenance of accessories, attachments, machines or other devices not furnished by M.I. (Unless expressly stated on the face hereof).
- H. Painting or refinishing the equipment or furnishing material thereto.
- I. Making specification changes.
- J. Adding or removing accessories attachments or their devices.
- K. Services rendered impractical as determined by Medex Imaging Inc. reason of alteration to the equipment or by reason of electrical or mechanical connection to other equipment not covered by this agreement.
- L. Verification or preventive maintenance visits contiguous for or outside the P.P.M.

6. Terms of payments:

All payments under this agreement shall be prepaid according to the terms on the face hereof. The customer shall pay all Federal, State, and local taxes now or hereafter assessed as a result of this agreement for services rendered or parts supplied pursuant to this agreement. In case of payment not reaching M.I. Within seven (7) days of due dates, M.I. Will have the right to withhold service until such time payment is received.

7. Services outside agreement:

All services and parts furnished by M.I. Outside the scope of this agreement shall be billed at M.I. Then current charges for such service or parts. "Terms of payment of such billings will be net thirty (30) days after invoice date. In case of payment not reaching M.I. Within seven (7) days of due dates, M.I. Will have the right to withhold service until such time payment is received.

8. Movement of equipment:

- A. In the event the equipment being maintain under the terms and condition of the agreement is moved to another location, M.I. Shall continue to maintain the equipment at the new location subject to personnel availability, which is to be determined by M.I.
- B. The customer shall give Medex Imaging Inc. A minimum of ninety (90) days written notice to move the equipment unless such movement is required as an emergency.
- C. Non-billable labor charges as described herein shall be suspended on the day upon which dismantling of the equipment, in preparation for shipment, has begun. This agreement shall be reinstated on the day upon which M.I. Start those

checkout procedures necessary to place the system in good operating conditions. The period of suspension of normal maintenance shall not exceed twenty (20) days unless previously agreed to by Medex Imaging Inc. and the customer. The customer shall be billed in accordance with the applicable rates for all labor performed by M.I. Personnel in making the equipment ready for transportation.

- D. Shipment for the equipment to the new location by air ride, van or airfreight shall be at the customer's expense and risks. The customer may arrange for shipment of the equipment by commercial carrier. In either case, the loading and unloading of the equipment will be carried out in the presence of M.I. Personnel.
- E. The cost of labor, in accordance with the applicable rates, and parts necessary to restore the equipment to good operating condition at the new location will be confirmed by the customer.

9. Recondition and overhaul:

The judgment of Medex Imaging service representative shall be accepted as to the means and methods to be employed for verification services to be done on the equipment. When in the good faith opinion of the service representative, reconditioning and overhaul of the equipment is necessary for satisfactory operating condition. Medex Imaging will submit to the customer a cost estimate for the necessary work, and such work authorized by customer, shall be in addition to the charges specified herein.

10. Accessories:

During the term of this agreement, customer desires to modify the equipment either by the purchase of additional equipment or by the addition of accessories to existing equipment, then such additions may be included in this agreement by mutual consent of the parties and upon payment of additional charges as may be specified in writing.

11. Condition of equipment:

All equipment covered under this agreement must be certified by an authorized Medex Imaging service representative to be in normal operating condition and not in need of overhaul or immediate repair prior to acceptance of this agreement by Medex Imaging Inc.

12. Delays:

If at any time after arrival at the customer's facility, the Medex Imaging service representative is unable to proceed with service due to causes within the customer's control, Medex Imaging shall charge the customer for such delays at Medex Imaging current rates.

13. Liability by Medex Imaging Inc.

Liability hereunder shall be limited to the cost of rendering service. Medex Imaging shall in no event be liable to the customer for losses of production, profits, good will, work stoppages, prospective consequential or special damages of any kind or damages resulting from the operation of the equipment.

14. Assignment:

The customer without the prior written consent of Medex Imaging shall not assign this agreement.

15. Miscellaneous:

No waiver, alteration or modification of any provision of this agreement shall be binding on Medex Imaging Inc, unless signed by an authorized representative of Medex Imaging. The terms and conditions of this agreement supersede all previous agreements between Medex Imaging Inc. and the customer with respect to the equipment covered by this agreement. This agreement shall be construed and applied accordance with the laws of the State of New York.

16. Response time:

Medex imaging Inc. Agrees to provide twenty-four (24) hours, five (5) days availability and telephonic response or E-mail to the customer, but does not guarantee any response time. Response time is a function of personnel availability, distance, mode of transportation and weather.

The terms and conditions of this agreement and those specifically incorporated herein by efferent constitute the entire agreement between the parties. There are no warranties, expressed or implied, of merchantability, fitness for a particular purpose or otherwise, except as set forth in this agreement.

17: Completion of Work:

The customer is obligated to pay Medex Imaging Inc for the service rendered, upon completion and acceptance of work and service. The customer is mandated to pay Medex imaging Inc by any means necessary upon completion of work. The customer is obligated to pay the proposal in full once the work is completed and approved, verbally, or with signature.

Contracts are paid semi annually or in full payments upon customer's approval, verbally or with signature.

Medex Imaging Inc. is proud to have you as a customer and to do business with you.