



Precision Diagnostic Systems, Inc.
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No. SC1864b

Service Agreement

PRECISION DIAGNOSTIC SYSTEMS, INC. IS PLEASED TO SUBMIT THE FOLLOWING SERVICE AGREEMENT COVERING THE PRODUCTS SPECIFIED HEREIN AT THE STATED PRICES AND TERMS, SUBJECT TO YOUR ACCEPTANCE OF THE SPECIFIED TERMS AND CONDITIONS ON THE FACE AND BACK HEREOF, AND ON ANY ATTACHMENT HERETO.

To:

Wheaton Orthopaedics, Ltd.
327 Gundersen Drive, Suite A
Carol Stream, IL 60188

Date: 10/1/2014

Equipment Location: Main Facility

Systems Covered by This Agreement:

FastPACS Archive Software
FastPACS Web Server Software
iQ-VIEW Workstation Software

Year 2 of system operation

Hours of Coverage:

8:30 a.m. to 5:00 p.m. Monday through Friday excluding Holidays. Remote service.

Items Covered Under This Agreement:

FastPACS Archive and Web Distribution Software; iQ-VIEW Workstation software
Includes Software Support; All Issued Upgrades; On-site and remote service as required

Dell PowerEdge T310 Server (Express Service Code 36707277961) and Dell Optiplex 3020 Workstation (Express Service Code 24051757682) are covered per term of existing Dell ProSupport field service as part of initial system sale.

Period of Coverage: Commencing 11/5/2014 through 11/4/2015

Description	Quantity	Unit Price	Total
Service Agreement as described above	1.0	\$1,395.00	\$1,395.00
Total Amount:			\$1,395.00

Submitted by: Ralph F. Nudo

Date: 10/1/2014

Customer Approval:

Date:

Precision Diagnostic Systems, Inc.
Terms and Conditions of Service Agreement

Picture Archival Communications Systems

1. SCOPE

Precision Diagnostic Systems, Inc. (hereafter "Precision") will provide service for the Equipment described on the first page hereof (the "Equipment") when requested by the customer and planned maintenance inspections when specified by the manufacturer, as further described in the specific conditions. Precision will make every effort to respond to service calls at a mutually agreed upon arrival time consistent with the provisions cited in paragraph 2.

2. ON-SITE AND REMOTE SERVICE COVERAGE PERIOD

If on-site service and maintenance is part of this agreement, on-site service and maintenance will be provided during the principal period of 8:30 a.m. to 5:00 p.m. Local Time Monday through Friday, excluding the following holidays: New Years Day, Memorial Day (observed), Independence Day, Labor Day, Thanksgiving Day and the day after, Christmas Day. Unless an extended hours coverage option has been selected, labor and travel required outside the principal period will be charged at prevailing per-call rates. Remote Access support will be provided 6:00 a.m. to 10:00 p.m. Central Time Monday through Friday with the above-noted holiday exclusions. **For this Agreement to be valid, customer agrees to provide dedicated Internet connections to all equipment as specified by Precision.** Customer grants Precision permission to access equipment remotely, as often as required, for the purposes of equipment repair, support and diagnostics. An executed *HIPAA Business Associate Agreement* between Customer and Precision must be in effect for service to be rendered. This is a separate document from this Service Agreement.

3. REPLACEMENT PARTS

If hardware coverage is part of this agreement, Precision will supply at its own expense, necessary parts, as specifically noted under "Items Covered Under This Agreement" on the face of this document, provided replacement of the parts is required because of normal wear and tear or otherwise deemed necessary by Precision. All parts will be new standard parts or parts of equal quality. Exchange parts removed from the Equipment shall become the property of Precision.

4. PLANNED MAINTENANCE

Planned maintenance will be carried out in accordance with the schedule specified for the covered equipment. This generally includes tests for data integrity, proprietary software and hardware system checks, and other tests to ensure optimum system performance. Planned Maintenance is generally carried out remotely and will be scheduled to minimize interference with daily workflow.

5. SOFTWARE MAINTENANCE & UPGRADES

Whenever the Equipment covered by the Service Agreement utilizes Precision-supplied operations and/or application software, Precision will provide all software maintenance and upgrades for such software, as part of the Agreement. Maintenance and upgrades will be provided based on originally purchased software options.

Nothing in this Agreement shall in any way grant to customers any rights or license in any application or diagnostic service software utilized by Precision in servicing and/or operating the Equipment. Such software is and remains the property of Precision and is available to customers only for a fee pursuant to the terms and conditions of a separate diagnostic materials license agreement.

6. EQUIPMENT/LOCATION

The Equipment to be covered under this Agreement is limited to the Equipment described on the face sheet. The Equipment shall be eligible for coverage under this Agreement immediately upon expiration of the new equipment warranty or an existing Precision Service Agreement provided it is properly installed, remains connected to the original power supply in its original location and is serviced by Precision authorized personnel only. Equipment not eligible because of this stipulation is subject to inspection by Precision to determine if it is in proper operating condition. Such inspection shall be charged to the customer at Precision's per-call rates and terms then in effect. Any repairs or adjustments deemed necessary by Precision during the inspection shall be made at Precision's per-call rates and terms, then in effect, prior to commencement of agreement service.

Precision service personnel will be given full and free access to the Equipment to perform inspections and service/maintenance on the customers premises, and for off-site remote access service, and will make specific appointments for such maintenance. In the case of on-site service, if the Equipment is not made available at the appointed time, waiting time beyond a reasonable allowance will be charged at prevailing per-call rates.

7. AGREEMENT TERM

This Agreement shall be in effect for the period stated on the face of this document.

8. CAUSES FOR EXCLUSIONS OR SEPARATE CHARGES

This Agreement specifically excludes labor, parts and expenses necessary to repair Equipment:

- Damaged by power surges and/or outages, fire, accident, misuse, abuse, negligence, floods, lightning, natural disasters, water damage and other calamities commonly defined as "Acts of God" or by the customer's failure to operate the Equipment in accordance with the manufacturer's instructions or maintain the recommended operating environment and line conditions.
- Defective due to unauthorized attempts to repair, relocate, maintain, add to or modify the Equipment by the customer or any third party or due to the attachment of non-Precision supplied Equipment or Software without Precision's prior approval.
- Which failed due to causes from non-Precision supplied Equipment or Software.
- Which failed due to causes from computer viruses, "hackers" or other malicious acts.

If Precision is called upon to service or repair Equipment which falls under this paragraph a separate invoice will be issued for labor, parts and expenses at prevailing per-call rates and prices. Failures of removable archival media (DVD, CD, DLT, etc) are excluded from coverage.

9. CANCELLATION DURING THE AGREEMENT PERIOD

In the event that the Equipment is replaced by other Equipment supplied by Precision the customer may cancel this Agreement without notice. In the case of cancellation for any other reason the customer will provide 90 days prior written notice to Precision of intent to cancel this Agreement.

10. DEFAULT

Precision reserves the right to cancel this Agreement without notice if the customer is in default. An event of default shall include but is not limited to failure to remit payments to Precision as required, a failure to grant Precision access to the Equipment as set forth in paragraph 6 or the filing of any notice under Federal Bankruptcy laws. If customer is unable or unwilling to cure such default within thirty (30) days of notice by Precision, Precision may, in addition to all other remedies available by law, immediately cease providing services under this Agreement.

11. LIMITATION OF LIABILITY

Precision's entire liability and customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether liability in agreement or in tort, arising under the Agreement or related hereto, shall not exceed an amount equal to one (1) year's maintenance charges for the specific item of Equipment under the Agreement that caused the damage or is the subject matter of, or is directly related to, the cause of action. Such maintenance charges will be those in effect for the specific item of Equipment when the cause of action arose. In addition, Precision shall have no liability hereunder to customer in the event that customer's acts or omissions contributed in any way to any loss it sustained or the loss or damage is due to an act of God or other causes beyond its reasonable control.

THIS IS A SERVICE AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS MAY BE STATED IN PRODUCT SPECIFIC TERMS AND CONDITIONS. IN NO EVENT WILL PRECISION BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST IMAGES, LOST REVENUE OR DOWNTIME, SPECIAL, INDIRECT, INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES OR COSTS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE USE OR PERFORMANCE OF THE EQUIPMENT.

12. NOTICES, ETC.

All notices and changes to this Agreement must be in writing. The Agreement is not assignable except that Precision may assign without customer approval to any subsidiary, affiliated or other company.

13. MODIFICATION

This agreement may not be changed, modified or amended except in writing signed by duly authorized representative of the parties.

14. GOVERNING LAW

The rights and obligations of the parties under this agreement shall be governed by the law of the State of Illinois.