



# REFURBISHED Lodox Quotation **ONLY**

Lodox NA, LLC.  
143 Burton Street  
Painesville, Ohio 44077  
866-61-LODOX (56369)

Washoe County ME/ Coroners Office		
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Quotation No.: 20180315AH1

Date: March 15, 2018

Sales Consultant: Adam Harris

Lodox NA, LLC. is pleased to submit the following Quotation offering to sell the Lodox Systems Products described herein at prices and terms stated. By signing this form, Buyer acknowledges receipt of the Lodox Standard Terms & Conditions of Sale, and Warranty, and agree to accept those terms and the terms set forth herein. **This Quotation is valid ONLY through June 14, 2018. A signed hardcopy Non-Contingent Purchase Order must be in the possession of Lodox by that time. Payment terms are 50% down upon execution of this agreement, and 50% upon completion of installation.**  
Note that total price does not include LOCAL taxes and fees

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S/N	Quantity	Description	Price
		<b>Formal Proposal</b>	<b>US Dollars</b>
	1	<u>Refurbished Statscan™ VEO Full-Body Imaging System</u> <u>For Rapid Assessment of Forensic Imaging large area Digital Radiography</u> Included: <ul style="list-style-type: none"> <li>• All Configuration Components As Described Below</li> <li>• Warranty, Installation and Applications As Described Below</li> <li>• *****New Varian 3MH Unit X-Ray Tube</li> </ul>	***** Included
		<i>This unit will be sold on a first come first serve basis</i>	
	1	<i>Referbished Statscan VEO unit with accessories as listed</i>	
	1	<i>Preparation and shipping to location in Reno Nevada</i>	
		<i>One year parts and labor Warranty, same as new</i>	
		<b>Total Pricing: Including delivery and Installation</b>	<b>\$275,000</b>

Authorized Buyer:

Accepted by:

Signature

Signature

Title Date

Director

Title

This Quotation is not binding until it is signed by an officer of LODOX NA, LLC. / Lodox Systems (PTY) LTD ("LODOX"), or by an officer of a dealer under LODOX contract (AUTHORIZED).

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		<b>Statscan Configuration Components:</b>	
	1	<p>Ø Flexible-Format Digital Radiography (DR) Image Formation</p> <ul style="list-style-type: none"> <li>Allows a wide variety of high resolution image acquisition, ranging from the size of a "Whole-Body", to the size of a "Hand".</li> <li>Field of View is Adjustable from 100mm x 100mm to a maximum 680mm x 1800mm for full body. Images can be made of any body part without moving the patient.</li> </ul> <p>Ø High Resolution Digital Imaging Performance</p> <ul style="list-style-type: none"> <li>Contrast resolution: 14 bit (&gt;16,000 shades of gray)</li> <li>Spatial resolution: Fundamental pixel size - .06 mm</li> <li>Basic resolution mode: 1.05 lp/mm at 8x8 pixel binning or 1 - .48 mm pixel. Maximum size = full body (image size 1536 x 3750 pixels)</li> <li>Standard resolution mode: 1.4 lp/mm at 6x6 pixel binning or 1 - .36 mm pixel. Maximum size = full body (image size 2457 x 6000 pixels)</li> <li>High resolution mode: 2.1 lp/mm at 4x4 pixel binning or 1 - .24 mm pixel. Maximum size = full body (image size 4096 x 6000 pixels)</li> <li>Very High resolution mode: 4.2 lp/mm at 2x2 pixel binning or 1 - .12 mm pixel (resolution limited by scintillator type)</li> <li>Maximum size = half of full body size (image size: 6192 x 6000)</li> <li>Ultra high resolution mode: 5.0 lp/mm at no binning or 1 - .06 mm pixel (resolution limited by scintillator type). Maximum size = 340mm x 320mm (image size: 12288 x 6000)</li> </ul> <p>Ø Patient Imaging &amp; Positioning Flexibility</p> <ul style="list-style-type: none"> <li>0 to 90 degrees. The supine or prone patient can be X-rayed in any radial angle from AP (or PA) to beyond the Supine (or Prone) lateral positions.</li> </ul>	Included
TRL102	**1	<p>Ø Refurbished Trolley / Gurney (Dual-Purpose Imaging Table &amp; examination bed)</p> <ul style="list-style-type: none"> <li>The trolley /gurney top height can be adjusted via foot switches, vertically, 0 to 340mm, or either end can be individually adjusting to allow Trendelenburg angles up to +/- 10 degrees.</li> <li>Dimensions: 2200 x 740 x 810 (L x W x H)</li> </ul>	Included
	**1	Trolley / Gurney - Heavy Duty tabletop - Maximum weight capacity 660 lbs.	Included
	1	VE0 to VE1 Trolley docking floor pads with charging capabilities	
		<p>Ø System Throughput Performance</p> <ul style="list-style-type: none"> <li>Linear scanning rate (3 settings): 36 mm/s, 71mm/s, and 143mm/s</li> <li>Instantaneous frame rate (The time taken for the X-ray beam to transverse any one point, or how long any point is exposed to X-rays): 22 - 88 milliseconds.</li> <li>Time to complete a full field scan: &lt;13 seconds</li> <li>Time from "end-of-scan" until a diagnostic image becomes available on the DVS screen: &lt;15 seconds (Normal resolution image on a stand-alone 100Mbps/s Ethernet Base-T network.</li> <li>Best case time between two successive x-rays on the same patient: 28 seconds (Provided heat capacity of X-ray tube &lt;20%)</li> </ul>	Included
CNS002	1	<p>Ø Diagnostic Viewing Station - Operating Console (DVS-OC)</p> <p>Dual Purpose (Requires DICOM Compliant PACs System On-Site)</p> <ul style="list-style-type: none"> <li>Statscan User Interface</li> <li>Sets all X-ray technical parameters, via Automatic Anatomical Programming or Manual Operation</li> <li>Controls Linear C-Arm Motion via Easy to Use Joystick Controller</li> <li>Initiates and terminates X-ray exposures via easy to use Joystick Controller</li> <li>20" (20" viewable image size) Color LCD, active matrix, thin film transistor (TFT), liquid crystal display (LCD Resolution: 1600 x 1200 pixels at 70Hz in Diagnostic Monochrome Mode</li> <li>250 cd/m2 white luminance typical</li> <li>400:1 contrast ratio - typical</li> </ul>	Included
MON003	1	<ul style="list-style-type: none"> <li>System Computer: PCI workstation based on High Speed Pentium</li> <li>Operating System: Windows 7</li> <li>Disk Drive Capacity: 1TB</li> <li>User Interface: 2 Button Mouse Driven Windows Graphic Interface</li> </ul>	Included
CNS004	1	<ul style="list-style-type: none"> <li>High Speed Proprietary Image Processor</li> <li>Image Processing Features</li> </ul>	Included
SVS001	1		Included

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SOF009	1	• Zoom/Pan/Rotate; Contrast / Brightness: Edge Enhancement; Histogram Equalization; Palette Function; Invert	Included
SOF002	1	• Database Server Module	Included
NWH001	1	• DICOM 3.0 Network Interface	Included
SOV049	1	• ACR / NEMA -supported interface to LANs and multi-modality, off-line workstations	Included
SOA001	1	• Send / Receive / Print / Worklist Receive	Included
UPS001	1	• DICOM 3.0 Input interface is required on the printer side.	Included
		• Statscan Local Archive System	Included
		• Statscan Data Management Software / DVD Recorder Package	Included
		• Uninterruptible Power Supply (UPS)	Included
<b>Ø X-ray System</b>			
<b>Radiation Type</b>			
		• Statscan emits ionized X-radiation by a precise narrow fan-beam scanning across the patient that progressively creates diagnostic quality images at very low dose rates.	
		<b>Direct Absorbed Dose</b>	
		• Maximum direct dose absorption is 1 mGy. For typical procedures, approximately 25% (conservative), on average, of equivalent conventional system dose rates are needed.	
		<b>Leakage Radiation</b>	
		• The maximum leakage radiation measured 1 meter from the X-ray focal spot in any direction is less than 20 uGy per hour @ 130kV 25mA.	
GEN001	1	<b>X-Ray Generator</b>	Included
		• Peak Power 64 KW	
		• Voltage Range 40kVp - 145 kVp	
		• Voltage Rise Time 2mS (10 to 90%)	
		• Voltage Stability < 4%	
		• Voltage Ripple 0.5%	
		• Current Range 25mA to 400mA	
		• Exposure Time 0.6s to 16s	
		• Operating frequency 40kHz	
TUB002	1	<b>X-ray Tube</b>	Included
		• 3 Million HU, Rotating Anode CT type FDA/CE approved	
<b>Ø Detector System</b>			
<b>Detector</b>			
		• Proprietary Solid State Detector Technology (similar to spiral/helical CT scanner detector technology)	
		<b>X-ray to light conversion</b>	
		• Rarex Green Fast ("Gadox" = GdOS <sub>2</sub> :Tb)	
<b>Ø Environmental</b>			
		• Temperature: +10 to + 35° Celsius	
		• Humidity: 20% to 80% Non-Condensing	
		• Atmospheric Pressure: 540 hPa to 1035 hPa	
	1	Site License for Lodox DVS Viewing Software - Lodox will install on compatible workstations enables workstations to communicate directly with the machine's Database over the network	included
<b><u>Optional Equipment:</u></b>			
CMP002	1	Ø Diagnostic Viewing Station (DVS) -	ADD \$14,900
MON004	1	40" to 65" LED HD or UHD compatible monitors	
		• Resolution: HD 1920 x 1080p or UHD 3840x2160p	
		Optional Portrait (HD) or Landscape (UHD) wall mounting in autopsy area	
SVS001	1	<b>System Computer: PCI workstation based on High Speed Pentium</b>	
		• Operating System: Windows 7	
		• Disk Drive Capacity: 40 Gbyte (minimum)	

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RDM001 UPS001 NWH001  SOV049	1   1	<ul style="list-style-type: none"> <li>User Interface: 2 Button Mouse Graphic User Interface</li> <li>High Speed Proprietary Image Processor</li> <li>Remote Diagnostics Module - Requires VPN Access</li> <li>Uninterruptible Power Supply (UPS)</li> <li>Data Management Software / DVD Recorder Package</li> <li>ACR / NEMA -supported interface to LANs and multi-modality, off-line workstations</li> <li>Send / Receive / Print / Worklist Receive</li> <li>DICOM 3.0 Input interface is required on the printer side.</li> </ul>	
		<p><b>Warranty Coverage:</b></p> <p>1 System: One year(12) Months Parts and Labor.</p> <p><u>Standard Installation:</u></p> <p>1 System installation Included. All site renovations are the responsibility of the Buyer. On Site Service Engineer training tuition is included.</p> <p><u>Standard Applications:</u></p> <p>1 Three (3) days Included.</p> <p><u>Estimated Delivery:</u> approximately 90 days</p>	<p><i>Included</i></p> <p><i>Included</i></p> <p><i>Included</i></p>

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LODOX SYSTEMS (PTY) LTD. / LODOX NA, LLC

#### TERMS AND CONDITIONS OF SALE

Buyer's order is accepted upon and subject to Buyer's consent to the terms stated below, which Buyer agrees are a complete, final and fully integrated statement of the agreement (the "Agreement") between Buyer and LODOX SYSTEMS (PTY) LTD. or LODOX NA, LLC ("Seller"). They may not be varied in any way at any time, except by a further written agreement approved and executed by a specifically authorized representative of Seller.

**1) PRICES AND PAYMENT:** All sales are D.A.P. Buyer's Location and payments are due and payable (without offset or deduction) as follows: (a) Sales of Product(s) to End Users: 50% upon execution of this Agreement, 50% upon completion of installation and first use of the system, unless terms are otherwise specified in the quotation; (b) Sales of Upgrade(s) to End Users: 100% net thirty (30) days; (c) Sales of Spare Part(s) to End Users: 100% net thirty (30) days; and (d) Sales of all Products(s), Upgrades(s) or Spare Part(s) to Intermediaries: 20% upon execution of this Agreement, balance net thirty (30) days from shipment. Sales of Product(s) or Upgrade(s) to ANY party outside the United States or its Territories are: Irrevocable Letter of Credit due upon receipt of order. All orders are subject to approval of Seller's credit department at time of shipment. Seller explicitly retains the right, in its sole discretion, to ship in lots. Pro-rata payments are due and payable on partial shipments ("shipment in lots") as made and invoiced. This statement is accurate unless other payment terms are indicated in the proposal. If shipments are delayed due to the actions of Buyer or due to other conditions beyond Seller's control, payment or pro rata payment, as the case may be, are due and payable on invoices issued on or after the date Seller is prepared to make shipment. If performance of work hereunder is delayed by Buyer, pro rata payments are due and payable on invoices issued when or at any time after the delay begins. Product(s) held for Buyer shall be at Buyer's risk and expense. Notwithstanding anything to the contrary herein, Seller may require full or partial payment in advance, if in the judgment of Seller, the financial condition of Buyer at any time prior to shipment so warrants. In the event of failure of Buyer to make payments for any installment of goods when due or Buyer's breach of any other provision of this Agreement, Seller may withhold further delivery until the default has been remedied or may require that subsequent deliveries be paid for in cash upon delivery. On overdue accounts, interest shall be charged and payable on the amount of the unpaid balance at the lower of, one and one-half percent (1 1/2%) per month, or the highest rate of interest then permitted by law.

To secure payment of all amounts due Seller hereunder, Buyer hereby grants Seller a security interest in any and all Products, Parts, accessories and equipment (and in all proceeds and products of the foregoing) which may be sold, licensed and/or furnished by Seller to Buyer hereunder.

**2) RISK:** Except as otherwise agreed to in writing, all risk of loss or damage to the Product(s) or any Part thereof, shall pass to Buyer and shall become Buyer's sole responsibility upon Seller's completion of delivery to the Buyer's facility.

**3) TITLE:** Except as otherwise agreed to in writing, title to the Product(s) or any Part thereof, shall pass to Buyer upon the Seller receipt of Buyer's final payment equaling 100% of the mutually agreed upon payment amount due to Seller. The Product(s) or Spare Part(s) shall be and remain personal or movable property, not withstanding their mode of attachment to realty or other property.

**4) TAXES, DUTIES AND PERMITS:** Seller's prices do not include any sales, use, excise, or similar taxes nor any export, import or other duties. The amount of any such taxes or charges applicable to the sale, use, exportation or importation of the Products to be sold hereunder shall be paid separately by Buyer, or Buyer shall provide Seller a proper exemption certificate in respect thereof. All export and import permits required shall be furnished by Buyer.

**5) SHIPMENT:** Shipping dates herein are approximate and are based upon estimated factory work schedules currently in effect. They are subject to timely receipt of all necessary materials and supplies from Seller's vendors, all necessary information and data from Buyer, priority and scheduling requirements, and other contingencies beyond Seller's control. The time within which shipment shall be made hereunder shall include such additional time from the date herein specified as may be required by reason of non-availability or shortage of materials, supplies, labor, fuel, power or data, or by strike, flood, riot, fire, government regulation, explosion, terrorism, war or other casualty or cause beyond the reasonable control of Seller. Seller will use its best efforts within a reasonably practicable period of time after the occurrence of such condition to notify Buyer of the nature of the occurrence and the estimated length of additional time necessary to full this order.

**SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS, DAMAGES OR EXPENSES, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS OR REVENUES OR OTHERWISE, INCURRED OR SUFFERED BY BUYER OR BUYER'S CUSTOMERS AS A RESULT OF ANY DELAY IN SHIPMENT OR DELIVERY.** Buyer specifically and explicitly agrees that it has no rights hereunder to claim force majeure as an exculpatory reason for any default on its part.

**6) PACKING:** Unless a preferred packing method is provided for elsewhere in the order, all articles shall be packaged and packed for shipment and storage in accordance with good commercial practices. Preferred packing charges shall be paid by Buyer.

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7) **ACCEPTANCE:** Unless Seller agrees in writing to the contrary, Buyer shall inspect each Product or Part promptly upon, and in any event within five (5) days following, delivery. In the event Buyer fails to notify Seller of any defect, deficiency, omission, or nonconforming delivery with respect to Products or Parts delivered to Buyer within ten (10) days following delivery, Buyer shall be deemed to have unconditionally accepted delivery of such Products and Parts. If any Product or Part delivered or required to be delivered by Seller to Buyer shall be defective, omitted, or otherwise nonconforming, Buyer must deliver a written notice to Seller within ten (10) days following such nonconforming delivery by Seller, specifying in such notice the particular defect, deficiency, omission, or nonconformity upon which Buyer is relying to justify rejection of delivery. Buyer hereby agrees that such ten (10) day period is a reasonable period of time after delivery within which to reject products. Within ten (10) business days following Seller's receipt of Buyer's written notice of rejection with respect to Products or Parts sold or licensed hereunder, Seller may notify Buyer in writing of Seller's intention to cure any such defective or nonconforming goods, and Seller shall have a reasonable period of time thereafter within which to make a conforming delivery or to otherwise correct or remedy the specific condition upon which Buyer is then relying in rejecting the Products or Parts. Any rejection properly made by Buyer shall apply only to nonconforming goods, and Buyer is required to complete its purchase of all other Products and Parts pursuant to any and all Purchase Orders between Buyer and Seller, strictly in accordance with the terms and conditions thereof.

8) **LIMITED WARRANTIES; LIMITATION OF LIABILITY:** Except as otherwise stated in the quotation, all Product(s) manufactured by LODOX SYSTEMS (PTY) LTD. or LODOX NA, LLC (Seller) are warranted against substantial defects in materials and workmanship for twelve (12) months from date of first clinical use. All glassware (x-ray tubes) are warranted for twelve (12) months on pro-rated OEM factory warranty basis from date of first clinical use. Consumables, such as CD's, etc., are not covered by this warranty. Future additional accessories or upgrade packages for the Product(s) are subject to warranty provisions in effect at the time of their purchase. Other goods, such as hard copy imaging devices and other "pass through" accessories, marketed by but not manufactured by Seller, are subject only to those warranty provisions as provided by said manufacturer. Warranty service during the applicable warranty period will be performed by the Seller's authorized Service Agent without charge to End-User during the normal business hours of Seller's authorized Service Agent.

This warranty service is to include parts and the labor from the Seller's authorized Service Agent. Seller reserves the right to determine, and shall disallow claims for, defects caused by End-User's modification, abuse, misuse, excessive ambient temperatures (<50o F or >90o F), or other abnormal conditions of operation. Seller shall repair or replace, at its option, Seller manufactured Product(s) which prove to be defective during the warranty period that are returned to Seller. Spare Part(s) are warranted for ninety (90) days after shipment or for the remainder of the Product(s) warranty, whichever is longer.

Product(s) provided by Seller are designed for operation only with Seller provided software within UL, FDA, CSA, & VDE guidelines. Seller assumes no liability for any non-compliance with these guidelines or operational failures that may result from use of non-Seller provided software for purposes inconsistent with the intent of the Product(s), and this warranty does not cover such failures. This warranty shall not apply to Product(s) which have been subject to misuse, negligence, or accident or which have been repaired or altered in an unauthorized manner or used for purposes for which they were not designed. This warranty shall not apply to a situation where failure of Product(s) is due to a defect in plans or specifications supplied to Seller by Seller's approved Intermediary or End-User. The obligation of Seller under this warranty is limited to the repair or replacement of the defective Product(s) that Seller shall determine, to its satisfaction, to have been defective at the time of manufacture. Seller shall not be liable for any special, direct, indirect, incidental or consequential damages including claims for delay, loss of profits, or labor.

THE FOREGOING LIMITED WARRANTIES (1) ARE INAPPLICABLE IF BUYER (SELLER'S INTERMEDIARY OR END-USER), IN ANY UNAUTHORIZED MANNER, ALTERS OR TAMPERS WITH THE PRODUCT, AND (2) ARE APPLICABLE ONLY TO OPERATION OF THE PRODUCT IN STRICT CONFORMITY WITH SELLER'S DEVICE MASTER CONTROL LIST FOR SUCH PRODUCT, A COPY OF WHICH CAN BE SUPPLIED TO THE BUYER ON DEMAND. THE DURATION OF THE WARRANTY PERIOD SHALL NOT BE EXTENDED DUE TO REPAIRS OR DELIVERY OF REPLACEMENT PARTS THAT MAY INTERRUPT THE UP-TIME OF THE PRODUCT(S). THE FOREGOING LIMITED WARRANTIES WITH RESPECT TO PRODUCTS AND PARTS ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES OF QUALITY OR PERFORMANCE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OR OTHERWISE. ALL SUCH WARRANTIES (OTHER THAN THOSE SPECIFICALLY SET FORTH ABOVE) ARE EXPRESSLY DISCLAIMED.

SELLER'S SOLE AND EXCLUSIVE LIABILITY HEREUNDER OR UNDER ANY PURCHASE ORDER SHALL BE TO REPAIR OR REPLACE EQUIPMENT, PARTS, OR PROGRAMS SPECIFICALLY HEREIN DESCRIBED AND WHICH HAVE BEEN SOLD, LICENSED OR FURNISHED BY SELLER HEREUNDER AND WHICH ARE FOUND TO BE DEFECTIVE WITHIN THE APPLICABLE WARRANTY PERIOD HEREINABOVE PROVIDED, OR, UPON FAILURE OF ANY SUCH REMEDY, TO REFUND TO BUYER THE PURCHASE PRICE OF THE EQUIPMENT, PART, OR PROGRAM WHICH IS THE BASIS OF ANY CLAIM BY BUYER OF LIABILITY AGAINST SELLER. IN NO EVENT SHALL SELLER OR ANY MANUFACTURER OR SUPPLIER OF EQUIPMENT OR PARTS BE LIABLE TO BUYER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER PURSUANT TO CONTRACT, IN TORT, OR BASED UPON NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT USED BY BUYER IN CONNECTION THEREWITH, COSTS OF SUBSTITUTION OR REPLACEMENT OF EQUIPMENT, DIRECT AND INDIRECT COSTS OF ANY DELAY OR INABILITY TO OPERATE THE EQUIPMENT, OR OTHER DAMAGES SUFFERED BY BUYER OR ANY OF ITS CUSTOMERS.

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**9) RETURNS:** Seller must authorize *all* returns. An R.M.A. (Return Material Authorization) number issued by Seller *must* accompany *all* returned material. All items returned to Seller must be shipped transportation charges prepaid. Seller does not accept C.O.D. shipments. Buyer is obligated to notify Seller before returning any Product exposed to dangerous or hazardous materials. All returns are subject to a fifteen percent (15%) restocking fee made payable to the Seller immediately upon the request of the RMA number.

**10) SHIPPING INSTRUCTIONS:** Before returning any product(s) or components to seller for service, Buyer shall contact Seller's Order Services Department (listed below) for a Return Material Authorization number. Product(s) or components shall not be accepted by Seller for servicing without an assigned RMA number. Returned Product(s) and components must be properly packaged, insured, and shipped with transportation charged prepaid to:

LODOX SYSTEMS (PTY) LTD. / LODOX NA, LLC,  
143 Burton Street  
Painesville, Ohio 44077 USA

**11) CLAIMS:** Claims by the Buyer shall in no way release Buyer from its obligation to pay herein. Such claims shall be dealt with as a separate transaction.

**12) REMEDIES:** If Buyer shall fail to make payments in accordance with the prices and terms specified herein, or be delinquent in any other payment owing to Seller, or if Buyer's financial condition at any time does not, in Seller's judgment, justify continuance of work or shipments on the original terms of payment specified herein, Seller may, in addition to all other remedies, require payment in advance for any further work or shipments hereunder or may terminate this Agreement. In the event of bankruptcy or insolvency of Buyer or any proceedings brought by or against Buyer under the Bankruptcy or insolvency laws, Seller at its option may cancel any order that is outstanding from Buyer. If default is made in any of the payments herein, Buyer agrees that Seller may retain all payments that have been made on account of the purchase price up to 20% of the purchase price, as liquidated damages. Seller shall also be entitled to the immediate possession of the Product(s) or Spare Part(s) without prejudice to Seller's right to recover any expenses or damages Seller may suffer by reason of such non-payment. Buyer acknowledges that any waiver on Seller's part of any one default in performance under this Agreement shall not be considered a waiver of any other such default.

**13) PATENT AND COPYRIGHT INDEMNITY:** Seller will defend and hold harmless Buyer from and against any claim that the equipment, other products, or programs sold, licensed, or furnished by Seller to Buyer infringe upon any patent or copyright issued to or acquired by any third party in accordance with any applicable federal or state statute, other than a claim pertaining to any process or product thereof, and Seller will promptly pay Buyer any and all costs, damages, and attorneys' fees and related costs awarded to such third party for damages as a result of any such infringement; provided that: (a) Buyer promptly notifies Seller in writing of any such claim or allegation upon which any such claim may arise, and in no event later than ten (10) days following Buyer's receipt of notification of such claim or allegation; (b) Buyer shall provide Seller with such documentation, declarations, testimony, information and assistance as Seller may reasonably request, from time to time, in connection with the defense and/or investigation of any such claim; (c) Buyer permits Seller to exercise complete and sole control over the defense and investigation of any such claim, of any counterclaim or cross-claim, and of any and all settlement negotiations and decisions with respect thereto; (d) Buyer has not, directly or indirectly, committed any such infringement, other than solely as a result of the use and operation of the equipment, products, and programs as instructed by Seller; and (e) Buyer fully cooperates with Seller in its preparation of its defense of any such claim. Seller shall not be liable for any costs or expenses incurred by Buyer in connection with any such claim unless such costs and expenses have been expressly approved in writing in advance by an authorized representative of Seller.

In the event any such claim of infringement is made, or in Seller's opinion and judgment likely to be made, Seller shall have the right, at its sole option and expense, to either procure for Buyer the right to continue using the product or program which is the subject of any such claim, or to replace the same so long as the replacement product or program shall not result in any such infringement. If Seller determines, in its sole opinion and judgment, that neither of the foregoing options are appropriate under the circumstances, Buyer shall, upon written request by Seller, return to Seller all such products and programs which are the subject of any such claim or potential claim, and Seller shall thereafter promptly remit to Buyer, in full and final satisfaction of all liability of Seller to Buyer with respect to such product and program, Buyer's un-depreciated net book value for such product plus reasonable transportation and delivery costs.

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Seller's obligations with respect to any such infringement are and shall be limited to the foregoing obligations to defend, settle, remedy, replace, or reimburse Buyer therefore. SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIM BASED UPON ANY COMBINATION, OPERATION OR USE OF ANY PRODUCT OR PROGRAM SOLD, LICENSED OR FURNISHED TO BUYER IN CONJUNCTION WITH ANY EQUIPMENT OR OTHER SOFTWARE PROGRAMS NOT SOLD, LICENSED OR FURNISHED BY SELLER, OR ANY SUCH CLAIM WHICH MAY ARISE AS A RESULT OF ANY ALTERATION OF ANY OF THE PRODUCTS OR PROGRAMS SOLD, LICENSED OR FURNISHED BY SELLER TO BUYER HEREUNDER OR UNDER ANY PURCHASE ORDER. To the extent any such product, or any part thereof, becomes the subject of a claim of infringement of a patent or copyright issued to or obtained by any third person pursuant to any applicable federal or state statute, Buyer shall indemnify and defend Seller from and against such claim and all losses, damages, costs and expense (including, without limitation, attorneys fees and related costs) incurred or suffered by Seller as a direct or indirect result of any such claim, all in the manner and to the extent provided in the foregoing indemnity provisions applicable to Seller.

**14) GENERAL:** Orders may not be assigned without the prior written consent of Seller. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no waiver, alteration or modification of any provision thereof shall be binding unless in writing and signed by an authorized representative of Seller. If any portion or clause of this Agreement is held invalid or unenforceable as to any person or under any circumstances, the invalidity or lack of application shall not impair or affect the other provisions and the application of those provisions which can be given effect without the invalid or unenforceable provision or application. With this intention, the provisions of this agreement are declared to be severable. All notices from one party to the other shall be in writing and shall be delivered in person, by facsimile, or sent by U.S. Registered Mail to each party at the address indicated herein, or at any other, upon notification of the change of address to the other in accordance with this provision. Notice delivered personally shall be deemed received upon delivery. Notice delivered by facsimile shall be deemed received upon delivery, provided that the original copy of such notice, properly executed by the sender (if required) shall be sent by U.S. Mail, postage prepaid, and received by the addressee within three (3) business days after delivery of the facsimile copy. Notice delivered by registered or certified mail shall be deemed received on the third (3rd) business day after posting.

**15) RESOLUTION OF DISPUTES:** Each party hereby consents to and confers exclusive jurisdiction to enforce any of the rights or obligations under this Agreement or to resolve any dispute arising out of or in connection with this Agreement, or the transactions contemplated herein, in the courts located in Washoe County, Nevada, and hereby consents to and agrees that venue shall be deemed proper and exclusive in the courts in Washoe County, Nevada.

**16) APPLICABLE LAW:** This Agreement, and all Purchase Orders related hereto, shall be governed by and construed under the laws of the State of Nevada.