

EXCHANGE LOYALTY PROGRAM
TERMS AND CONDITIONS

By enrolling in the Exchange Loyalty Program (the “Program”) you agree to be bound by these Terms and Conditions, and the decisions of Radiological Services Technology Institute, Inc. (“RSTI”), which are binding and final in all matters relating to this Program.

1. General Program Details. Program benefits are determined in accordance with the following schedule:

		Tier Level				
		Prime (Spend Limit between \$50,000.00 & \$99,999.99)	Pro (Spend Limit between \$100,000.00 & \$199,999.99)	Premium (Spend Limit between \$200,000.00 & \$399,999.99)	Platinum (Spend Limit between \$400,000.00 & \$799,999.99)	Platinum+ (Spend Limit is \$800,000.00 or greater)
Benefits	Annual Training Credit	0.5	0.5	1	1	1
	Training Discount	7.50%	10%	15%	20%	25%
	RSTI Inventory Restock Fee	20/25%	20/25%	10/15%	10/15%	0/5%
	Warranty Period	90	90	90	120	120
	Extended Core Returns	15	20	20	25	25
	Tech Support			✓	✓	✓
	Parts ID Support			✓	✓	✓
	Engineer Reassurance (TM)			✓	✓	✓
	Intern Access					Primary Eligibility

You are entitled to the benefits that correspond with your Tier Level, provided your account is in Good Standing (defined below). Except as provided in Section 2(A) below, your Tier Level is determined by the total retail value of the goods and services purchased by you during the immediately preceding calendar year, less any applied credits (your “Spend Limit”). The Tier Level which you qualify for is evaluated annually, and assigned on January 1st of each year, during which you are enrolled in the Program. For purposes of the Program, “Good Standing” means your account is open to new charges and is not more than thirty (30) days past due or otherwise in default. The benefits received under the Program cannot be combined with any other credits, promotions, discounts, and/or campaigns offered by RSTI.

2. Specific Program Details.

A. Annual Training Credit. Annual training credits can be applied to any class offered by RSTI. Notwithstanding anything in Section 1 to the contrary, annual training credits are earned based upon your Spend Limit during the current calendar year. For annual training credit purposes, your Tier Level is evaluated quarterly, and annual training credits are issued on the first (1st) day of each quarter, during which you are enrolled in the Program. Annual training credits are cumulative, and expire if not used within twelve (12) months after their date of issuance.

B. RSTI Restock Fee; Warranty Period; Extended Core Returns. Benefits associated with the RSTI restock fee, warranty period, and extended core returns apply to all purchase from RSTI's inventory stock in Solon, Ohio, except purchases of tubes or detectors.

3. Registration and Eligibility. The Program is open to all customers of RSTI. If a customer wishes to enroll in the Program, it must register by completing and submitting the Exchange Loyalty Participation Form to RSTI. RSTI reserves the right, in its sole discretion, to: (i) verify any element of any entry, related materials, or a customer's eligibility; (ii) to request additional information; and (iii) to disqualify any customer whose participation may subject RSTI, or RSTI's clients or customers, to controversy, negative publicity, scorn, or ridicule. By enrolling in this Program, you agree to provide any documentation or information deemed necessary by, and in a form acceptable to, RSTI to satisfy any of the above requirements if asked by RSTI to do so.

4. Privacy. Registration is required to enroll in this Program. When you register, RSTI collects personally identifying information about you, including your name, complete mailing address, and email address. The information that you provide will be added to a centralized database. By entering and providing the required registration information, you acknowledge that RSTI may send you information, samples, or special offers it believes may be of interest to you relating to goods or services offered by RSTI. By enrolling in the program you authorize RSTI to share your personal information with third parties to help RSTI use your personal information, as described above. You further authorize RSTI to share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful requests for information RSTI may receive, or to otherwise protect RSTI's rights. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS PROGRAM.

5. Administration. RSTI reserves the right to cancel, modify, or terminate the Program for any reason or no reason, in its sole discretion. Neither the failure of RSTI to insist upon or enforce strict performance of any provision of these Terms and Conditions, nor the failure, delay, or omission by RSTI in exercising any right granted hereunder, will be construed as a waiver or relinquishment of RSTI's right to assert or rely upon any such right in that or any other instance. RSTI reserves the right, in its sole discretion to disqualify any person tampering with the entry process, the operation of the Program, or otherwise in violation of these Terms and Conditions.

6. Release. By participating in this Program, you agree to release RSTI, and its shareholders, officers, directors, employees, agents, independent contractors, parents, affiliates, subsidiaries, representatives, successors and assigns (collectively, the "Released Parties") from any and all liabilities, actions, claims, injuries, losses or damages arising in any manner, in whole or in part, directly or indirectly, from participation in this Program. You further agree that the Released Parties are not responsible for lost, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without

limitation, errors or difficulties that may occur in connection with the administration of the Program. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any equipment or programming associated with or utilized in the administration of the Program.

7. Disputes. By enrolling in this Program, you agree that (a) any and all disputes, claims, and causes of action arising out of or in connection with this Program must be resolved individually, without resort to any form of class action, and any judicial proceeding will take place in a federal or state court within the State of Ohio; (b) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual damages, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow for limitations on the ability to pursue class action remedies, or certain kinds of damages, and so these limitations may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or your rights and obligations in connection with the Program, will be governed by, and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Ohio or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Ohio.

8. Termination.

A. Voluntary Termination. You may terminate your enrollment in the Program at any time, upon written notice to RSTI. Your termination shall be immediately effective upon RSTI's receipt of your termination notice.

B. Involuntary Termination. RSTI may terminate your enrollment in the Program for any reason including, without limitation, your failure to satisfy any of your obligations or responsibilities herein, or timely pay any bills and/or invoices from RSTI when due. You understand and acknowledge that nothing herein shall be construed as a waiver of any of RSTI's rights, and, in the event you fail to satisfy any obligation owed to RSTI, including, without limitation, any obligation imposed under these Terms and Conditions, any purchase order, or any service agreement with RSTI, RSTI shall be entitled to pursue any and all of its rights and remedies against you, whether at law or in equity.

9. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions, and these Terms and Conditions shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

10. No Representations or Warranties. By enrolling in the Program, you understand and acknowledge that RSTI makes no representations or warranties whatsoever about the Program, or its products and services, whether express, implied, at common law, or by statute, including, without limitation, any warranty of merchantability or fitness for a particular purpose, and RSTI expressly disclaims

all liability and responsibility for any representation, warranty, statement, or information made or communicated (orally or in writing) to you by any employee, agent, independent contractor, or representative of RSTI.