

This Letter of Understanding (LOU) is executed by and between Virtual Imaging, Inc. (SELLER), and the Woodbury County Jail (BUYER) as of May 22, 2018. This LOU sets forth the terms and conditions under which the SELLER will sell the BUYER Whole Body Digital Security Imaging Equipment for the purpose of identifying illegal contraband and to be an "Iowa Luminary Site". The SELLER and the BUYER agree as follows:

1. **PRODUCT SOLD:** SecurPASS Whole Body Security Scanning System with a One (1) Year Parts & Labor Warranty, with options up to five (5) years Parts & Labor Warranty coverage.
2. **SELLING PRICE:** \$185,000,000
3. **TARGET CLOSE DATE:** July 31, 2018.
4. **RESPONSIBILITIES of SELLER:**
 - Delivery of equipment described in formal proposal #RDPQ24576.
 - Work closely and communicate with the BUYER to maximize and optimize the performance of the SecurPASS System.
 - Provide On-Site Operator's Training for the Woodbury County Jail as needed.
 - To establish the BUYER as an "Iowa Luminary Site".
 - To provide software updates at no charge providing the hardware supports the software upgrade package for as long as the Woodbury County Jail owns the SecurPASS System.
5. **RESPONSIBILITIES OF THE BUYER**
 - Save and make available unique and/or high quality images (rendered anonymous) to the SELLER for operator training purposes.
 - Work and communicate closely with the SELLER to maximize and optimize the performance, utilization, speed, ergonomics and efficiency parameters of the SecurPASS.
 - To provide a point of contact to channel phone calls regarding the utilization of the SecurPASS.
 - To accommodate SecurPASS System Site Visits.
 - To regard the final selling price and associated terms and conditions of the SecurPASS as confidential and proprietary information as possible.



Lt. Todd Harlow
Woodbury County Sheriff's Office
Sioux City, IA



Tsuneo Imai
President-Officer
Virtual Imaging
Canon USA Company

SALES QUOTATION # RDPQ24576

DATE	Monday, July 23, 2018	ACCOUNT EXECUTIVE	Dennis Wolfe
VALID THROUGH	Friday, August 31, 2018	AE PHONE	561-573-3393
FOB	Destination	AE E-MAIL	dennisw@vifla.com

CUSTOMER DETAILS

SITE INFORMATION				BILLING INFORMATION			
Woodbury County Sheriff's Office				Woodbury County Sheriff's Office			
Lt. Todd Harlow				Lt. Todd Harlow			
407 Seventh Street				407 Seventh Street			
Sioux City	IA	51101		Sioux City	IA	51101	
Phone:				Phone:			
E-Mail:				E-Mail:			

Thank you for your interest in Virtual Imaging, Inc. and our products and services. We hope that within this Sales Quotation you will find all of the information requested for the products set forth herein ("Products"), and should you need any additional information or follow-up, please do not hesitate to contact the account executive listed in this quote. This Sales Quotation is subject to the terms and conditions set forth herein and in the attached and incorporated Exhibit A - Terms and Conditions of Sales Quotation ("Exhibit A") and Exhibit B - Limited Warranty Statement ("Exhibit B"), as well as in any additional terms and conditions (a copy of which is attached, if applicable) ("Additional Terms and Conditions"). This Sales Quotation and Exhibits A and B are collectively referred to as the "Agreement." Thank you for the opportunity. The team at Virtual Imaging looks forward to working with you!

EQUIPMENT DETAILS

RadPro SECURPASS Whole Body Security Scanning System

Qty	Part Number	Description	Unit Net	Ext. Net
1		RadPro SECURPASS Whole Body Security Scanning System	\$155,000.00	\$155,000.00
	VIR SECURPASS	RadPro SECURPASS Whole Body Security Scanning System Non-Obstructive Open Gantry Design 160 kV Monoblock Integrated Oil Cooled X-Ray Generator Power Requirement 110 V, 60 Hz Internal Step-Up Transformer Battery Back-Up Uninterrupted Power Supply (UPS) Power Consumption - <1.5 kVA Imaging Field of View - 82" x 29" Imaging time - <8 sec Screening Inspection Dose - 0.25uSv/8 sec scan 6 Independent KVP and MA Technique Modes 16,000 gray scale levels for image review 1T Mirror Drive-RAID 1T Internal Backup Drive Local storage of approx. 940,000 images 4 GB RAM Memory Intel i5 3.2 GHZ Processing Chip Approx. Dimensions - 97" (L) x 88" (H) x 73" (W) 24" Color Monitor		
	6114470R	Power Conditioner 1.5kW Line Conditioner		
	VIR BRP 69857	36" x 72" Mobile Lead Shield Lead Barriers provide the Operator protection and a wide field of vision for observing the scanning procedure through an 18" x 24" lead glass window. Room size and system configuration, will determine if and which lead barrier size is needed.		

Qty	Part Number	Description	Unit Net	Ext. Net
		1.5 mm lead protection throughout the entire barrier. Adjustable/leveling polypropylene sliding floor mounts Washable beige vinyl covering.		
	EXTENDED CABLES	Extended Cables		
	INSTALL	Installation and Calibration Included		
		INSTALLATION NOTE - Designated Virtual Imaging Dealer/Installer WILL BE THE INSTALLATION AND SERVICE AGENT FOR VIRTUAL IMAGING, INC. A CANON COMPANY.		
	OperatorTraining3	Operator Training - Three (3) Days of Initial Operator Training		
	SECUREPASS WARRANTY	Warranty - One (1) Year parts and labor on entire system from time of delivery. - Does not cover any damages from misuse, abuse, tampering or acts of God.		
	OPERATORTRAINREF2 D	Operators Refresher Training - Two (2) Days of Refresher Operator Training		

MANUFACTURERS SUGGESTED RETAIL PRICE

~~\$100,000.00~~

Net Price

\$155,000.00

OPTIONAL ITEMS

The following items are not included in the total price listed above. If you wish to purchase these items, indicate "Accept" next to the item, followed by your initials. The amount for each option below will be added to the total above if accepted. These items may replace other items in the quotation above, and will be indicated per item.

Qty	Part Number	Description	Unit List	Ext. List	Unit Net	Ext. Net
1	SECURPASS2YPL	Add Second Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second Year of Warranty.			\$7,500.00	\$7,500.00
1	SECURPASS3YPL	Add Second and Third Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second and Third Year of Warranty			\$15,000.00	\$15,000.00
1	SECURPASS4YPL	Add Second, Third and Fourth Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second, Third and Fourth Year of Warranty			\$22,500.00	\$22,500.00
1	SECURPASS5YPL	Add Second, Third, Fourth and Fifth Year Parts and Labor Warranty with Two Days of Refresher Operator Training in Second, Third, Fourth and Fifth Year of Warranty			\$30,000.00	\$30,000.00

PAYMENT AND CLOSING TERMS

PAYMENT TERMS

NET 30 from delivery

SALES TAX

All sales are subject to applicable sales tax. Please provide Tax Exempt Certificate if applicable.

FREIGHT

Included

ACCEPTANCE INFORMATION

By execution of the Agreement by an authorized signature, Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and the attached Additional Terms and Conditions, if applicable.

Accepted By:

Woodbury County

Name of Customer

Todd Harlow

Authorized Signature

Todd Harlow Lieutenant

Printed Name and Title

July 23rd 2018

Date

Virtual Imaging:

Tsuneo Imai

President and General
Manager

Date

EXHIBIT A
TERMS AND CONDITIONS OF SALES QUOTATION

Unless otherwise specifically stated in the Sales Quotation, such offer and any resulting sale by Virtual Imaging, Inc. ("Virtual Imaging") are strictly conditioned upon Customer's acceptance of all of the terms and conditions set forth in the Agreement (the "Terms and Conditions") and any Additional Terms and Conditions (which are attached to the Agreement, if applicable). Virtual Imaging hereby rejects any and all terms and conditions on any purchase orders or any other documents submitted by Customer which purport to reject, modify or supplement these Terms and Conditions, and such terms will be void to the extent they vary from, conflict with or supplement the Terms and Conditions, regardless of any course of dealing between the parties or usage of trade in the industry. Virtual Imaging's failure to object to any term or condition contained in any communication from Customer will not be deemed a waiver of the Terms and Conditions. The Agreement supercedes all previous quotations made by Virtual Imaging, may be voided unless signed and returned to Virtual on or before the "Valid Through" date specified on the first page of the Sales Quotation, and is subject to further change by Virtual Imaging upon notice. All defined terms used herein but not so defined will have the meanings ascribed thereto in the Sales Quotation.

The issuance of purchase order documents by Customer against the Sales Quotation will constitute an acceptance of the Agreement and the Additional Terms and Conditions (if applicable) and not a counteroffer, and will create a binding sales agreement, subject to final credit approval and acknowledgement by Virtual Imaging. Notwithstanding the foregoing, Virtual Imaging may reject or cancel any order, in whole or in part, before or after acceptance, for Customer's questionable credit standing or because of Customer's breach of any of the provisions of the Agreement or the Additional Terms and Conditions (if applicable).

All prices are quoted in U.S. dollars and are subject to modification and/or withdrawal by Virtual Imaging at any time upon notice to Customer. Unless otherwise expressly set forth to the contrary, all prices are exclusive of any present or future sales use, excise or other similar taxes of any federal, state, local or foreign governmental authority (collectively referred to herein as "Taxes"). Any and all Taxes, when applicable, will be paid by Customer unless a valid tax exemption certificate is presented to Virtual Imaging. Customer hereby agrees to defend, indemnify and hold Virtual Imaging harmless from any claim, loss, damage, liability or expense incurred by Virtual Imaging, including, without limitation, attorneys' fees and court costs, in connection with the payment of any such Taxes. Customer will pay for the Products in full in U.S. Dollars in accordance with the terms set forth in the Agreement or as set forth in Virtual Imaging's invoice, without any demand, set off or any deduction whatsoever. If payment is not received by Virtual Imaging when due, interest will accrue on such sum at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is lower. In the event that Virtual Imaging undertakes any action to collect any delinquent accounts, Customer agrees to pay Virtual Imaging's cost of collection or attempt to collect payment thereof, including, without limitation, all attorneys' fees and court costs. All prices are, unless otherwise indicated in the Agreement, FOB Shipping Point, and all costs for transportation will be borne by Customer unless otherwise specifically indicated in the Agreement. Title and risk of loss to the Products passes to Customer upon delivery to the FOB Shipping Point.

Customer will inspect the Products upon delivery and will be deemed to have accepted them if Virtual Imaging does not receive Customer's written notice of rejection, specifying the reasons for such rejection, within ten (10) days after the date of their delivery. As Customer's sole remedy for rejected Products, Virtual Imaging will repair or replace, at Virtual Imaging's option, rejected Products at no charge.

All installation services (the "Installation Services") will be performed by Virtual Imaging or an authorized agent of Virtual Imaging. The Installation Services are performed between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding Virtual Imaging observed holidays (a list of which will be provided to Customer upon Customer's written request and referred to herein as "Observed Holidays"). As a condition precedent to the obligation of Virtual Imaging to perform the Installation Services: (1) Customer will provide Virtual Imaging with reasonably detailed information and/or drawings pertaining to the room dimensions and other relevant characteristics of the proposed location (the "Site") where the Products are to be installed (collectively referred to herein as the "Site Information"). Customer represents and warrants that the Site Information provided is true and accurate, and Customer covenants to Virtual Imaging that Customer will immediately contact Virtual Imaging in writing of any changes thereto; (2) Customer is responsible to ensure that the Site is a safe and secured workspace, free from obstacles and conditions which may make the Site dangerous and/or unsafe; (3) Customer will be liable for any injury or accident involving a Virtual Imaging employee or agent except for any injury or accident that occurs as a result of Virtual Imaging's employee's or agent's negligence or willful misconduct; (4) Customer will provide an unloading area and parking area, acceptable to Virtual Imaging in its reasonable discretion, close to the Site and with clear access; (5) Customer will provide Virtual Imaging with full access to the Site in order to perform the Installation Services; and (6) to the extent necessary, Customer will make the necessary arrangements with local trade unions to permit installation of the Product by Virtual Imaging or its authorized agent.

In connection with the Installation Services, Virtual Imaging will provide Customer with certain information pertaining to the Product, as applicable, such as (i) power and grounding requirements; (ii) specifications for circuit breakers, line switches, junction boxes and conduit raceways; (iii) interconnecting wiring requirements for the ceiling and wall supports; (iv) structural requirements for the ceiling and wall supports; (v) the Product's weight and BTU rates; and/or (vi) a suggested configuration for the placement of the Product at the Site (collectively, "Installation Information"). Customer understands and expressly agrees that any Installation Information provided by Virtual Imaging to Customer with respect to the Product is solely to assist Customer in preparing the room for installation, and will not be used as construction documents or for any other reason. Virtual Imaging reserves the right, at any time, to make any changes to the Installation Information provided to Customer without advance written notice, and Customer knowingly, voluntarily, and irrevocably waives any claim or right to damages resulting from any such changes. Any and all plans, drawings and/or specifications provided by Virtual Imaging to Customer are subject to the review and approval of an independent certified electrical engineering firm to be engaged by Customer, at its own cost and expense, in order to ensure compliance with applicable state and NEC codes. Customer acknowledges that it is Customer's responsibility, at its own cost and expense, to engage qualified professionals to assist in ensuring compliance with, and making appropriate decisions relating to, radiation containment, magnetic field containment, electrical requirements, seismic requirements, structural requirements and mechanical requirements as it relates to the Products. In this regard Customer agrees that it will engage all appropriate personnel, including, but not limited to, an independent certified radiation physicist (to ensure all radiation protection requirements have been or will be met), an independent electrical engineering firm (to ensure that all plans provided by Virtual Imaging meet all applicable state and NEC codes) and a licensed architect (to ensure all installation requirements have been satisfied).

Customer acknowledges and agrees that the Installation Services does not include and Customer, at its own cost and expense is responsible to undertake and/or provide the following: (i) any and all remodeling and/or construction of the Site, including, but not limited to, obtaining all necessary permits and/or approvals in connection therewith and ensuring compliance with applicable state and local codes; (ii) the proper specified power for the Product and the Site; (iii) the proper installation of line switches, circuit breakers, junction boxes, conduits and raceways; (iv) proper interconnecting wiring; (v) proper installation of ceiling and wall suspensions and support systems; (vi) any air conditioning and plumbing requirements; (vii) radiation containment; (viii) magnetic field containment; (ix) the layout and installation of convenience outlets; (x) design layout and installation of general illumination; (xi) installation of warning lights and interlock switches at the main door of x-ray room; (xii) all rigging of the Product; (xiii) making arrangements for any special handling or Site modifications that must be made in order for the Product to be delivered to the Site; and (xiv) refuse removal and disposal.

Except as expressly stated below, installation of the Product is deemed to have occurred on the earlier of: (i) thirty (30) days after installation of the Product or (ii) the first clinical use of the Product. In the event that Virtual Imaging delivers the Product to the Site, but the Site is not ready for the installation of the Product, as determined by Virtual Imaging in its reasonable discretion, then (i) Virtual Imaging has no obligation to perform the Installation Services until it determines, in its sole discretion, that the Site is completely ready for installation and (ii) Customer has the obligation, at its own cost and expense, to store the Product at the Site or move the Product to a holding site (which Virtual Imaging recommends be a dust-free, temperature and humidity controlled environment). To the extent requested by Customer, and agreed upon by Virtual Imaging in writing, for an extra charge Virtual Imaging will move the Product to a holding site and/or store the Product at a site controlled by Virtual Imaging. If installation of the Product is delayed for any reason for which Virtual Imaging is not responsible, then ten (10) days from the date of shipment of the Product to Customer will be considered the date of completion of installation, and terms of payment will apply as of that date. Customer must provide all government permits and approvals for installation and use of Product. Virtual Imaging will complete final testing utilizing appropriate specifications, instruments and procedures. Virtual Imaging will file required federal and state reports relating to installation.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

The Products are sold to Customer with a limited warranty from Virtual Imaging, a copy of which is attached to the Agreement as Exhibit B (the "Limited Warranty Statement"). Customer acknowledges such limited warranty is only for the benefit of, and is only enforceable by Customer. **OTHER THAN AS SET FORTH IN THE RELEVANT LIMITED WARRANTY STATEMENT, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY VIRTUAL IMAGING WITH RESPECT TO THE PRODUCTS TO CUSTOMER. VIRTUAL IMAGING, ITS PARENT AND THEIR AFFILIATES WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF VIRTUAL IMAGING), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE PRODUCTS OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECOVERY OF ANY KIND AGAINST VIRTUAL IMAGING, ITS PARENT OR THEIR AFFILIATES WILL NOT BE GREATER IN AMOUNT THAN TWICE THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE.**

Security Interest – Until the full purchase price for the Products sold hereunder is received in full by Virtual Imaging, Virtual Imaging has, and is hereby granted by Customer, a purchase money security interest in the Products sold under the Agreement. Customer further agrees to execute such financing statements and other documents as Virtual Imaging may reasonably require in order to perfect such security interest. Customer authorizes Virtual Imaging to file any financing statements and any other documents that Virtual Imaging determines is appropriate and/or required with respect to perfecting such security interest without Customer's signature wherever law permits such filing. Furthermore, Customer hereby irrevocably appoints Virtual Imaging as Customer's agent for the purpose of filing any financial statements required by Virtual Imaging in order to perfect its security interest provided herein. Customer covenants to Virtual Imaging that Customer shall maintain the Products in good and saleable condition. All rights and remedies of Virtual Imaging shall be cumulative and may be exercised successively or concurrently and without impairing the security interest of Virtual Imaging in the Product.

Service Hours – Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, warranty service, including Preventive Maintenance (hereinafter "service") will be provided during normal business hours, (Monday through Friday, 8:00 AM -5:00 PM local time at Customer's location as identified on Page 1 of the Sales Quotation (the "Facility"), excluding Virtual Imaging Observed Holidays. Service after normal business hours (8:00 AM – 5:00 PM local time/Customer Facility), on weekends or on Virtual Imaging Observed Holidays may, in Virtual Imaging's sole discretion and determination, be provided, but such service will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's then current billing rate. Because Preventive Maintenance can take up to four (4) hours to complete, Preventive Maintenance will not begin later than 1:00 PM local time/Customer Facility and must be scheduled in advance for a time that is mutually agreeable to Customer and Virtual Imaging. Any replacement parts provided in connection with the limited warranty are covered under the limited warranty for the remaining applicable warranty period. When and if any part is exchanged, such replaced items become the sole property of Virtual Imaging. Virtual Imaging reserves the right to withhold or discontinue service if timely payment is not made as required by the Agreement.

During the term of the limited warranty referenced above, while no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for service received after 8:00 AM but prior to 3:00 PM Customer Facility local time within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8500) (calls received after 3:00 PM Customer Facility local time will result in a return call the next morning) and (ii) dispatch a Service representative on site within six (6) hours of the call being received by Virtual Imaging's Call Center during the hours specified above (calls received after 11:00 AM Customer Facility local time may result in a service representative being dispatched the following morning).

No Assignment – The Agreement may not be assigned by Customer without the express prior written consent of Virtual Imaging.

Miscellaneous – The headings herein are inserted for convenience of reference only and will not constitute a part hereof. The Agreement, the Additional Terms and Conditions (if applicable), and the invoice to be issued by Virtual Imaging constitutes the entire understanding of the parties hereto with respect to the subject matter of the Agreement, and supersedes all previous oral or written proposals and agreements. No representation or statement which is not contained in the Agreement, Additional Terms and Conditions (if applicable), or in an invoice issued by Virtual Imaging will be binding upon Virtual Imaging as a warranty or otherwise. Customer's acceptance of the Sales Quotation is expressly limited to the Terms and Conditions and the Additional Terms and Conditions (if applicable) and Customer may not modify, add, delete or otherwise alter same. No amendment, modification or alteration of the Agreement, including the Terms and Conditions will be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by a duly authorized officer of each party or is otherwise permitted under the Agreement. Neither party will be liable to the other for failure to perform because of causes or events beyond the control of the parties (other than payment obligations) which cannot be foreseen (or if foreseeable, are unavoidable) and which prevent or hinder the performance of the party's obligations hereunder. No provision of the Agreement or the Additional Terms and Conditions (if applicable) will be deemed waived by course of conduct, unless such waiver is made in a writing signed by the parties stating that it is intended specifically to modify same, nor will any course of conduct operate or be construed as a waiver of any subsequent breach of the Agreement or the Additional Terms and Conditions (if applicable), whether of a similar or dissimilar nature. In the performance of Virtual Imaging's obligations under the Agreement, Virtual Imaging will at all times act as and be deemed an independent contractor. Nothing in the Agreement will be construed to render Virtual Imaging or any of its employees, agents or officers, an employee, joint venturer, agent or partner of Customer. Virtual Imaging is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the

name of Customer, except as specifically provided for in the Agreement. The employees, methods, facilities and equipment of Virtual Imaging will at all times be under Virtual Imaging's exclusive direction and control.

Law Governing Agreement --The Agreement and the Additional Terms and Conditions (if applicable) are made within the State of Iowa and are governed by and construed in accordance with the laws of the State of Iowa without regard to its conflict of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of either the U.S. District Court for the Northern District of Iowa or the state courts located in Sioux City, Iowa. Customer further agrees that all suits commenced by Customer against Virtual Imaging upon any and all causes of action, whether or not such causes of action have arisen under or relate to the Agreement or the Additional Terms and Conditions (if applicable) and regardless of the legal theory upon which such causes of action are based, must be brought exclusively in either the U.S. District Court for the Northern District of Iowa or the state courts located in Sioux City, Iowa. The parties irrevocably waive any right to a jury trial in any and all causes of action between them, whether or not such causes of action have arisen under or relate to the Agreement or the Additional Terms and Conditions (if applicable) and regardless of the legal theory upon which such causes of action are based.

Customer Initials: PH Date: 7/23/18

Virtual Imaging Initials: _____ Date: _____

- Customer's Site Progress Checklist -

- Review Product order for exact items purchased or leased, as applicable. Optional or future items not on order may be indicated on these plans.
- All room dimensions are critical! Immediately contact Virtual Imaging if changes occur or dimensions are not correct.
- Contact a radiation physicist or consultant to specify requirements for radiation containment.
- Make sure a dust-free, temperature and humidity controlled environment is available for storing the Product if your site is not ready for installation at the time of delivery. Once the site is prepared, you are then responsible for delivering the Product to the site.
- Make arrangements for any rigging, special handling, or facility modifications that must be made in order for the Product to be delivered to the installation site. If desired, a Virtual Imaging representative can provide a reference list of preferred riggers.

- Facilities Coordinator -

Facility planning is to be completed well in advance of Product delivery. These drawings need to be reviewed for electrical, seismic, structural and mechanical requirements as well as containment needs (e.g. radiation, magnetic fields, radio frequency) to determine any additional construction requirements of modification to the facility.

- Site Progress Checklist - -

- Make sure the room meets power and grounding requirements indicated in the Product specifications and suggested layout.
- Make sure all construction work has been completed before the Product delivery and installation begins.
- Make sure the room's environment is clean and free of dust.
- If required, have stamped architectural plans on site.
- Provide an acceptable unloading area with clear access to the Product holding area. Coordinate delivery route with your Virtual Imaging Product installation representative.
- On new construction, make sure there are clean rest rooms, power for drills and other test equipment, and the capability for film development.
- Provide for refuse removal and disposal (e.g. crates, cartons, packing).
- Provide the installers with parking close to the installation site.
- Make sure all state and local codes are met.
- Make sure all required permits are obtained.
- Where required, seismic documentation must be available to the installers.

- Construction Coordinator -

Power is critical for Product operation. If power specifications are not upheld, the unit may not meet manufacturer's specifications. Meeting critical power requirements is your responsibility and that of your electrician.

Any deviation from the drawings must be communicated in writing to and reviewed by your Virtual Imaging Service Representative prior to making changes.

Customer Initials: PH Date: 7/23/18

Virtual Imaging Initials: _____ Date: _____

**EXHIBIT B
LIMITED WARRANTY STATEMENT**

ONE-YEAR LIMITED WARRANTY

The limited warranty set forth below is given by Virtual Imaging, Inc. ("Virtual Imaging") with respect to the RadPRO® SecurPASS Whole Body Scanning System ("the Product"), which you purchased from Virtual Imaging or an authorized Virtual Imaging dealer (the "Dealer"). Virtual Imaging warrants the Product to be free from defects in workmanship and material under normal use for a period of one (1) year (the "Warranty Period"), which Warranty Period will commence on (and include) the earlier of: (i) thirty (30) days after installation of the Product or (ii) first use of the Product (hereinafter the "Commencement Date"). During the Warranty Period, if the Product is determined to be defective by Virtual Imaging in its sole discretion, Virtual Imaging will repair or replace the Product or Product part. You may be required to pay the shipping costs associated with returning the defective Product or Product part and all necessary documentation to Virtual Imaging. Warranty replacement will not extend the warranty period of the defective Product. Further, this limited warranty will not extend to consumable parts, if any, of the Product, as to which there will be no warranty or replacement. To arrange for repair or replacement by Virtual Imaging for the Product under warranty, please contact Virtual Imaging by contacting Customer Support at 561-893-8400 if you purchased the Product directly from Virtual Imaging or the Dealer from whom you purchased the Product. Virtual Imaging reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

THE SOFTWARE EMBEDDED IN THE PRODUCT ("SOFTWARE") IS SOLD "AS IS" AND WITHOUT WARRANTY BY VIRTUAL IMAGING, EXCEPT AS SET FORTH HEREIN. Software support and maintenance will be provided for the Software at no additional charge to you for the Warranty Period. Virtual Imaging reserves the right to support only the most current version of the Software included in the most current version of the Product that is commercially available. In the event that you purchased the Product directly from Virtual Imaging, all requests for technical support for the Software will be directed to Virtual Imaging by contacting Customer Support at 561-893-8400. In the event that you purchased the Product directly from the Dealer, all requests for technical support for the Software will be directed to such Dealer in accordance with the technical support structure offered by the Dealer at that time. The Dealer will have access to Virtual Imaging's technical support, if needed. You must specify a designated individual who will act for you as the sole support liaison to the Dealer with regard to securing technical support for the Software. Virtual Imaging will provide support directly to the Dealer via telephone, fax or email during the Warranty Period. All calls escalated to Virtual Imaging from the Dealer will receive a unique case number and be linked directly to customer information available to Virtual Imaging through product registration. All calls must be escalated through the Dealer to Virtual Imaging and not by your direct contact with Virtual Imaging.

Virtual Imaging may continue to update and develop the Software and the Product. During the Warranty Period, following commercial release of any updates to the Software, Virtual Imaging will: (i) provide all updates to the Software directly to you at no additional charge if you purchased the Product directly from Virtual Imaging, or (ii) make updates to the Software available to the authorized Dealer from whom you purchased the Product for distribution to you at no additional charge. During the Warranty Period, Virtual Imaging will also provide any and all new versions of the Software either directly to you if you purchased the Product directly from Virtual Imaging or the Dealer from whom you purchased the Product. Following commercial release, such new versions of the Software will be made available to you or the Dealer for purchase by you at a price to be determined by Virtual Imaging or the Dealer, as the case may be, at the time of sale. Any upgrade or new version of the Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users will acquire the Software with only those rights set forth herein. You may purchase service support and maintenance for the Product for terms beyond the Warranty Period from Virtual Imaging, if you purchased the Product directly from Virtual Imaging, or the authorized Dealer from whom you purchased the Product. Copies of the service plans offered by Virtual Imaging are available from Virtual Imaging or the Dealer from whom you purchased the Product. Each Product must be separately covered under a service plan. No matter when purchased, the term of any service commences starts upon the expiration of this limited warranty.

If the Product malfunction is not covered by this limited warranty or the Warranty Period has expired or has not been sufficiently established by appropriate documentation, you will be charged for such out of warranty repair or replacement, or support and maintenance services, if available at the then current service call rates by Virtual Imaging.

This warranty will only apply if this Product is used in accordance with the applicable instructions and user documentation.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OF OR PERFORMANCE OF THE PRODUCT. THE SOFTWARE AND ANY SUPPORT OR MAINTENANCE WILL BIND VIRTUAL IMAGING. NO WARRANTIES GIVEN ON ANY USED PRODUCT.

THIS WARRANTY WILL BE VOID AND OF NO FORCE AND EFFECT IF THE PRODUCT DAMAGES A RESULT OF (A) ABUSE NEGLECT MISHANDLING, ALTERATION, ELECTRIC CURRENT FLUCTUATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATOR MAINTENANCE INSTRUCTIONS, VIRTUAL IMAGING'S INSTRUCTIONS AND USER DOCUMENTATION OR THE PRODUCT (C) REPAIR OF ANY SORT OF THE PRODUCT (INCLUDING OPENING THE PRODUCT CASE) PERFORMED BY ANYONE OTHER THAN VIRTUAL IMAGING OR THE DEALER (D) USE OF SUPPLIES OR CONSUMABLE PARTS (OTHER THAN THOSE DISTRIBUTED BY VIRTUAL IMAGING WHICH DAMAGE THE PRODUCT), OR (E) USE OF THE PRODUCT WITH NON-COMPATIBLE COMPUTERS, PERIPHERAL EQUIPMENT OR SOFTWARE INCLUDING THE USE OF THE PRODUCT IN ANY SYSTEM CONFIGURATION NOT RECOMMENDED IN ANY INSTRUCTIONS OR USER DOCUMENTATION OR OTHER DOCUMENTATION FOR THE PRODUCT. THIS WARRANTY WILL NOT EXTEND TO ANY PRODUCT WHICH THE ORIGINAL IDENTIFICATION MARKS OR NUMBERS HAVE BEEN DELETED, REMOVED, OR ALTERED.

VIRTUAL IMAGING, ITS PARENT AND THE AFFILIATES AND THE DEALER WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED BY THE NEGLIGENCE OF VIRTUAL IMAGING OR THE DEALER) OR LOSS OF REVENUE OR PROFIT. FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENSES, REPAIRS OR SUBSTITUTIONS, LOSS OF REVENUE OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL INCIDENTALS OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR THE SOFTWARE OR ARISING FROM THE SUPPORT OR MAINTENANCE OF THE SOFTWARE OR PERTAINING IN ANY WAY TO THE SOFTWARE INCLUDING UPGRADES OR NEW VERSIONS, OR TO ANY OF VIRTUAL IMAGING'S OBLIGATIONS UNDER THIS WARRANTY REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIMS ARE BASED EVEN IF VIRTUAL IMAGING, ITS PARENT OR THE AFFILIATES OR THE DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR WILL RECOVERY OF ANY KIND AGAINST VIRTUAL IMAGING, ITS PARENT OR THE AFFILIATES OR THE DEALER BE GREATER THAN THE AMOUNT PAID BY YOU FOR THE PRODUCT PURCHASE PRICE OF THE PRODUCT. VIRTUAL IMAGING, ITS PARENT OR THE AFFILIATES OR THE DEALER WILL NOT BE RESPONSIBLE FOR LOSS OF PROFITS, REVENUE, BUSINESS, OR OTHER DAMAGES OR CONSEQUENTIAL DAMAGES WITHOUT LIMITING THE FOREGOING. YOU ASSUME ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND TO YOUR PROPERTY OR THE PROPERTY OF OTHERS ARISING OUT OF THE POSSESSION, USE, MISUSE OR INABILITY TO USE THE PRODUCT BY VIRTUAL IMAGING NOT CAUSED BY THE NEGLIGENCE OF VIRTUAL IMAGING. THIS LIMITED WARRANTY WILL NOT EXTEND TO ANYONE OTHER THAN YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND STATES YOUR EXCLUSIVE REMEDY. VIRTUAL IMAGING MAY ASSIGN, SUB-CONTRACT OR SUE-LET THIS LIMITED WARRANTY AND ANY OF ITS OBLIGATIONS HEREUNDER.

CONDITIONS OF WARRANTY

Defective Products and Product parts must be returned to Virtual Imaging with all necessary documentation and will become the property of Virtual Imaging.

THIS WARRANTY APPLIES TO PRODUCTS PURCHASED AND USED IN THE U.S.A.

VIRTUAL IMAGING, INC.
LIMITED EXTENDED WARRANTY STATEMENT

The limited extended warranty set forth below ("Extended Warranty") is given by Virtual Imaging, Inc. ("Virtual Imaging") for the RadPRO® SecurPASS Whole Body Scanning System (the "Product") you purchased directly from Virtual Imaging or an authorized reseller. This Extended Warranty is in effect for the term specified in the agreement for sale of the Product between Virtual Imaging and end user or Virtual Imaging and reseller, as applicable, which term commences on the expiration of the one (1) year Limited Warranty given by Virtual Imaging with the Product when it was sold by Virtual Imaging. This Extended Warranty is for the benefit of, and only enforceable by, the original end user of the Product and is not transferable. Each Product needs to be covered under its own Extended Warranty. This Extended Warranty includes repair service, routine preventive maintenance, parts coverage, and end user phone support for the Product as set forth herein. Virtual Imaging reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

Service Coverage – Subject to the terms herein, service will include the time and labor for repair of the Product or the parts thereof and Routine Preventive Maintenance (as defined below) (repair service and Routine Preventive Maintenance are collectively referred to herein as "Service"). Routine preventive maintenance includes checking to confirm that the Product is functioning in accordance with the manufacturer's published specification, performing cleaning, lubrication, and adjustments to the Product, and notifying the end user of any issues and suggested repairs ("Routine Preventive Maintenance"). Routine Preventive Maintenance will be performed at six (6) month intervals, during Virtual Imaging's normal business hours (excluding Virtual Imaging's observed holidays, a list of which will be provided by Virtual Imaging to end user upon end user's written request (hereinafter, "Virtual Imaging Observed Holidays")) at a date and time that is mutually agreed upon by the Virtual Imaging and the end user. Virtual will contact the end user to establish the date and time for the Routine Preventive Maintenance. End user will make the Product and the area where the Product is located available to Virtual Imaging so that the Routine Preventive Maintenance can be completed on the scheduled date and time. If the Product or Product area is not made available on the scheduled date and time, or if end user cancels the scheduled appointment, it will be end user's responsibility to re-schedule the Routine Preventive Maintenance within sixty (60) days of the originally scheduled date by calling Virtual Imaging's Call Center at 561-893-8400. If the Routine Preventive Maintenance is not re-scheduled and completed within sixty (60) days of the originally scheduled date, end user waives the right to receive Routine Preventive Maintenance for that six (6) month interval and will be required to wait until the next six (6) month interval, if applicable, to receive Routine Preventive Maintenance. Routine Preventive Maintenance should be considered as a line of defense against unplanned downtime and Product failure. Virtual Imaging will not repair the Product during the Routine Preventive Maintenance. End user will be responsible for scheduling a request for repair service to address any issues identified during the Routine Preventive Maintenance. End user will provide Virtual Imaging clear and safe access to the Product for purposes of providing Service, and will maintain a fully functional and safe working environment for Virtual Imaging's service representative to perform such Service.

Parts Coverage - Parts coverage includes repairing or replacing parts for the Product, subject to the exclusions set forth herein ("Parts Coverage"). If Virtual Imaging determines, in its sole discretion, that such part cannot be repaired, Virtual Imaging will replace the part, subject to the exclusions herein. Warranty replacement will not extend the warranty period of the Product.

Phone Support Coverage - End user phone support, which includes technical and applications support for the Product, is available from 8:00 AM to 8:00 PM (EST) Monday through Friday (except for Virtual Imaging Observed Holidays) by calling Virtual Imaging's Call Center at 561-893-8400.

Hours of Service – Unless Virtual Imaging agrees in its sole discretion in writing to the contrary, Service will be provided during its normal business hours Monday through Friday, 8:00 AM - 5:00 PM local time at the location of the Product, excluding Virtual Imaging Observed Holidays. Service after normal business hours, on weekends or on Virtual Imaging's Observed Holidays may, in Virtual Imaging's sole discretion, be provided, but such services are not covered under this Extended Warranty and will be billed as overtime at a rate of one and one-half (1.5) times Virtual Imaging's then current billing rate. Because Routine Preventive Maintenance can take up to four (4) hours to complete, Routine Preventive Maintenance will not begin later than 1:00 PM local time unless otherwise agreed upon by Virtual Imaging and end user in writing. While no assurances can be given, Virtual Imaging will endeavor to (i) return all calls for Service received Monday through Friday (excluding Virtual Imaging Observed Holidays) after 8:00 AM but prior to 3:00 PM local time within two (2) hours after the call has been received by Virtual Imaging's Call Center (561-893-8400) (calls received after 3:00 PM local time may result in a return call on the next Virtual Imaging business day morning), and (ii) dispatch a service representative on site within six (6) hours of the call being received by Virtual Imaging's Call Center Monday through Friday (excluding Virtual Imaging Observed Holidays) after 8:00 AM but prior to 3:00 PM local time (calls received after 11:00 AM local time may result in a service representative being dispatched on the next Virtual Imaging business day morning).

Exclusions -

(a) Software (which includes, without limitation operating software, diagnostic software, and firmware) is not covered under this Extended Warranty.

(b) Consumable parts and/or supplies, including, without limitation, Product batteries, glassware (which may include, without limitation, X-ray tubes, image intensifiers, and camera tubes), bulbs, styli, and any other parts or supplies that are replaced due to normal operation, or any other items which may be expressly excluded in the agreement for sale of the Product between Virtual Imaging and end-user or Virtual Imaging and reseller, as applicable, are not covered under this Agreement.

(c) If for any reason Virtual Imaging is unable to obtain parts for the Product, Virtual Imaging may, without liability, cancel any balance of the term of this Extended Warranty and refund the unearned portion of the prepaid charges for this Extended Warranty to the end user or the reseller, as the case may be. If the cost of a part needed to Service the Product or a replacement part exceeds fifty percent (50%) of the applicable Product's fair market value, such part will not be covered under this Extended Warranty.

(d) Virtual Imaging may, without liability and any refund, terminate this Extended Warranty as to the Product, if, without Virtual Imaging's prior written consent (which consent may be withheld in Virtual Imaging's sole discretion), end user relocates the Product from the site it was originally installed by Virtual Imaging. If such prior written consent is provided, at end user's sole cost and expense, Virtual Imaging may provide all de-installation and reinstallation services for such Product at its then current rates and under its then terms and conditions and, if applicable, end user will ship the Product according to Virtual Imaging's instructions.

(e) THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT AND MAINTENANCE PROVIDED BY VIRTUAL IMAGING HEREUNDER. NO OTHER EXPRESS WARRANTY, CONDITION OR GUARANTEE, EXCEPT AS MENTIONED HEREIN, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT OR MAINTENANCE WILL BIND VIRTUAL IMAGING. NO WARRANTY IS GIVEN ON ANY USED PRODUCT.

(f) THIS WARRANTY WILL BE VOID AND OF NO FORCE AND EFFECT IF THE PRODUCT IS DAMAGED AS A RESULT OF (A) ABUSE, NEGLIGENCE, MISHANDLING, ALTERATION, ELECTRIC CURRENT FLUCTUATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING OR MAINTENANCE INSTRUCTIONS IN VIRTUAL IMAGING'S INSTRUCTIONS AND USER DOCUMENTATION FOR THE PRODUCT, (C) REPAIR OF ANY SORT OF THE PRODUCT (INCLUDING OPENING THE PRODUCT CASE OR PERFORMED BY ANYONE OTHER THAN VIRTUAL IMAGING OR THE DEALER), (D) USE OF SUPPLIES OR CONSUMABLE PARTS (OTHER THAN THOSE DISTRIBUTED BY VIRTUAL IMAGING) WHICH DAMAGE THE PRODUCT, (E) USE OF THE PRODUCT WITH NON-COMPATIBLE COMPUTERS, PERIPHERAL EQUIPMENT OR SOFTWARE, INCLUDING THE USE OF THE PRODUCT IN ANY SYSTEM CONFIGURATION NOT RECOMMENDED IN ANY INSTRUCTIONS OR USER DOCUMENTATION OR OTHER DOCUMENTATION FOR THE PRODUCT, OR (F) POWER FAILURES OR MODIFICATIONS, OPERATOR ERROR, FIRE, WATER, VIOLENCE, TERRORISM, WAR, INSURRECTION OR AN ACT OF GOD. THIS WARRANTY WILL NOT EXTEND TO ANY PRODUCT ON WHICH THE ORIGINAL IDENTIFICATION MARKS OR NUMBERS HAVE BEEN DEFACED, REMOVED, OR ALTERED.

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CONDITIONS OF EXTENDED WARRANTY

A Product or parts replaced or removed by Virtual Imaging in connection with this Extended Warranty will become the sole property of Virtual Imaging, and end user and reseller, if applicable, hereby disclaim any and all interest therein.

THIS WARRANTY APPLIES TO PRODUCTS PURCHASED AND USED IN THE U.S.A.