



Contract Number

22-191

SAP Number

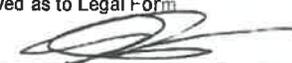
Arrowhead Regional Medical Center

Department Contract Representative	William L. Gilbert
Telephone Number	(909) 580-6150
Contractor	Landauer Inc.
Contractor Representative	Kevin Bradley
Telephone Number	(443) 655-5818
Contract Term	April 1, 2022 through March 31, 2024
Original Contract Amount	\$50,000
Amendment Amount	
Total Contract Amount	\$50,000 plus applicable taxes
Cost Center	

Briefly describe the general nature of the contract: Agreement with Landauer Inc. to provide radiation dosimetry subscription services, reports, and an online account management tool (myLDR.com) for collection and measurement of Radiation Dose Information obtained through usage of Landauer’s dosimeters, for a maximum reimbursement of \$50,000, for the period of April 1, 2022 through March 31, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form



Charles Phan, Deputy County Counsel

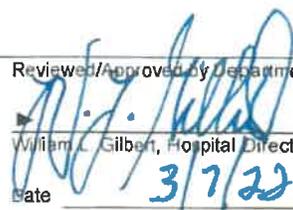
Date 3/7/2022

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



William L. Gilbert, Hospital Director

Date 3/7/22

LANDAUER®

November 15, 2021

ACCOUNT # 64277

ARROWHEAD REG MED CTR
PO#4100053654
ATTN JEFF CAMPOS
400 N PEPPER AVE
COLTON, CA 92324-1819

Re: Dosimetry Services for Radiation Monitoring

Dear Valued Client,

Thank you for selecting LANDAUER as your employee radiation dosimetry service provider. We greatly value our relationship and look forward to continuing to support your organization's quality and compliance efforts.

This letter includes (1) the Dosimetry Service Summary and the pricing addendum which is based on your current number of monitored individuals and is effective April 1, 2022, through March 31, 2024 and (ii) Dosimetry Services terms and conditions related to the Dosimetry Services for your review and signature. If Dosimetry Services are commenced by you upon or after the Effective Date, (or any individual participant on your behalf) prior to signature of the above-mentioned terms and conditions, the Dosimetry Services Continuation and commencement constitutes your acceptance of the terms and conditions of the Dosimetry Services Agreement.

We recently transitioned to electronic dosimetry reports accessible via myLDR.com for your security. Report notifications are sent to the Report To and/or Ship To email address reflected on the account.

Customer service representatives are available to assist you via email at custserv@landauer.com or call 800-323-8830.

On behalf of the entire LANDAUER team, we look forward to our continued relationship. Please sign this letter below and return a copy to custserv@landauer.com.

Sincerely,

Kevin Bradley
National Sales Manager

Enclosures:

Customized Pricing Addendum
US Dosimetry Service Summary G21316 2022
Dosimetry Service Agreement 05-10-2021

These Dosimetry Service Terms and Conditions (these "Terms") govern the agreement between Landauer Inc., a Delaware corporation with its principal place of business at 2 Science Road, Glenwood, Illinois 60425 ("LANDAUER"), and San Bernardino County on behalf of its Arrowhead Regional Medical Center, with its principal place of business at 400 North Pepper Avenue, Colton, CA 92324-1819 (the "Client"), and is effective April 1, 2022 "Effective Date") through March 31, 2024.

Definitions

"These Terms" mean, collectively: (1) these Terms and Conditions, (2) Addendum A Prices, (3) Service Summary specific to Dosimetry Services (as defined below), and (4) the myLDR.com Terms and Conditions, all of which are incorporated herein by reference. In the event of any conflict or inconsistency between these Terms and Conditions and any of the other forgoing documents, the provisions of these Terms and Conditions shall control.

"Dosimetry Services" shall include, subject to the limitations set forth in these Terms, a subscription arrangement in order to collect and measure Radiation Dose Information (defined below) obtained through Client and Participant (defined below) through the usage of LANDAUER's dosimeters, as well as LANDAUER's generation of reports based on the collection and measurement of Radiation Dose Information.

"Radiation Dose Information" shall mean the Participant submitted personally identifiable information used for Dosimetry Services.

Dosimetry Services –

LANDAUER's standard dosimetry services include the automatic exchange of dosimeters each wear period, processing and analysis of dosimeters, exposure results and standard radiation dosimetry reports including data management, client services call center and technical support programs. Dosimeters may be exchanged on a weekly, monthly, bimonthly (once every two months) or quarterly basis, as desired by the client.

LANDAUER's advanced dosimetry services include informatics, ancillary and emergency processing services, and are supplemental to the standard offering and available for additional fees.

Minimum Order Period/Term of Service/Renewal

In general, Dosimetry Services have a required minimum subscription term of one year. Shorter subscription terms may be arranged at higher service rates as agreed by LANDAUER.

Sort and Pack Fees

For all clients without Subaccounts in their Account, a sort and pack fee will be applied to all shipments of dosimeters (referred to on the invoice as Sort and Pack Fee, Single Site).

For Accounts with multiple Subaccounts, a per Subaccount Sort and Pack Fee will be applied to single Site/multiple site shipments of dosimeters (referred to as Sort and Pack Fee, Single or Multiple Site (s))

Freight

Standard shipments from LANDAUER to our U.S. clients are via USPS first class mail Standard outbound freight costs are included in the price of the Dosimetry Services. If an expedited shipping method is

designated by Client, a freight charge will be applied at the current retail rate of LANDAUER's preferred carrier. The Client is responsible for freight charges for all packages sent to LANDAUER.

To avoid delays in receipt of shipments and processing dosimeters, Client must apply correct amount for postage. When self-metering, select "parcel" as the method package type, not envelope, letter or flat rate. All packages returned to LANDAUER with insufficient postage will be assessed \$10 per package.

Replacement Shipment

A replacement shipment may be necessary to amend issues encountered with a routine order.

If the carrier tracking number of the routine order being replaced has a "delivered status" or the carrier's estimated delivery date is prior to the dosimeter's begin wear date, the cost of the replacement shipment (dosimeters, shipping and handling fees and freight charges) will be the responsibility of the Client.

Sales and Use Tax

All international, U.S. Federal, state, and local taxes will be applied to eligible orders based on the Ship To address. Clients who have a sales tax exemption certificate are required to provide LANDAUER with appropriate documentation of their exemption prior to shipment.

Payment terms

Payment terms on all invoices are net 30 from the date of the invoice, quarterly in arrears. A finance charge of 1.5 percent per month (an annual percentage rate of 18 percent) may be added to all 60 + days past-due invoiced amounts.

Cancellation Policy

All sales, fees and charges for Dosimetry Service accounts are final. Clients who cancel their accounts prior to the end of their service subscription term will not receive a refund. Cancellation of all dosimetry service subscription terms must be received by LANDAUER in writing 45 days in advance of the next shipment date. Any shipments sent by LANDAUER prior to receiving written cancellation requests are the responsibility of the Client.

Notices

Client shall send all notifications concerning these Terms, including written cancellations, to LANDAUER at:

LANDAUER, Inc.,
Client Services Department
c/o Account Retention
2 Science Road
Glenwood, IL 60425
Email: clientsolutionsteam@landauer.com

LANDAUER shall send all notifications concerning these terms to Client at:

ARROWHEAD REGIONAL MEDICAL CENTER
400 N. Pepper Avenue
Colton, CA 92324

Attn: Hospital Director

Intellectual Property

LANDAUER retains all rights to the intellectual property associated with the Dosimetry Services, including but not limited to patents, trademarks and copyrights.

Lost or Damaged Dosimeters

All dosimeters remain the property of LANDAUER and are to be returned to LANDAUER after use. A dosimeter (including a control dosimeter) is considered lost if it is not returned to LANDAUER. For U.S. clients, dosimeters must be returned to LANDAUER within 90 days after the dosimeter's end wear date. For international clients, dosimeters must be returned to LANDAUER within 120 days after the end wear date. The Client will be charged an unreturned dosimeter fee for each dosimeter not returned within the applicable return period, even if the dosimeter is subsequently returned after the end of the applicable return period.

Privacy Statement

LANDAUER is committed to protecting the privacy of the confidential information entrusted to it, including but not limited to personal data relating to individuals who may be clients, employees, partners or others. LANDAUER takes appropriate precautions to restrict access to personal data to required personnel only. LANDAUER maintains appropriate measures to protect the personal data in its possession from loss, misuse, or inadvertent destruction. LANDAUER also maintains physical, electronic, and procedural safeguards in order to promote compliance with international, national, federal and state regulations to guard personal data.

For security reasons and to promote best practices, LANDAUER encourages Client to provide a unique personal identifier other than Social Security Number (SSN) and Date of Birth (DOB), during the Account setup process.

Website

With respect to orders, replacements, refurbishments, etc., the Client agrees that it is responsible for all individuals using and any action that they may take on myLDR.com. Client acknowledges that it will maintain appropriate controls for access and changes made on myLDR.com and to any passwords or logon information. Neither LANDAUER, nor its affiliates, directors, employees, or other representatives, are liable for damages arising out of the use or inability to use myLDR.com. Client's use of myLDR.com shall also be governed by any other terms of use set forth on the website, however, LANDAUER's liability shall not be limited by such other terms.

Responsibility for Dosimetry Participants

Client agrees that LANDAUER is not responsible for any training, supervision, monitoring, or regulation of the individuals who use or have access to the Dosimetry Services (the "Participants"). It is Client's sole obligation to train, supervise, monitor, and regulate the Participants to ensure: (1) their proper use of the Dosimetry Services and compliance with these Terms, (2) their proper handling and security of the Confidential Information maintained in the Dosimetry Services, and (3) that each Participant's exposure to radiation is within acceptable limits, as prescribed by Client and/or the applicable regulations and standards.

LANDAUER expressly disclaims any and all responsibility, and Client acknowledges it is solely responsible, for the following: (1) any and all actions by the Participants in connection with the Dosimetry Services, including the consequences of any breach of security, (2) each Participant's compliance with these Terms, (3) the content and data transmitted to or from the Dosimetry Services by Client, (4) detecting any instances of a Participant's overexposure to radiation and taking any action needed, and (5) the monitoring or interpreting of reports, results, data, or any other information derived from or transmitted based on the Dosimetry Services.

No Professional Judgment

In no event shall LANDAUER provide any professional medical judgment to Client or any Participant. Client acknowledges and agrees that the Dosimetry Services are not intended to provide or serve as a substitute for professional medical judgment, and that LANDAUER shall have no liability arising out of any failure to exercise such professional judgment. Client acknowledges and agrees that LANDAUER is in no way responsible for Client's use of any medical or similar information contained in or used in connection with the Dosimetry Services, and Client and Participants, as applicable, should verify the completeness of the information provided whenever necessary for monitoring or regulating the facilities and Participants subject to the Dosimetry Services.

To the extent Client uses the Dosimetry Services in connection with any monitoring of the health and welfare of Client's patients, employees, agents, contractors, or other representatives, Client agrees to accept any and all responsibility in connection therewith, including responsibility for any injury, damage, and/or loss related to such health and welfare, irrespective of whether such injury, damage, and/or loss was, or could have been, discovered by LANDAUER. As between Client and LANDAUER, Client shall be solely responsible and liable for the dosimetry interpretations, and treatment and care of Client and the Participants, including all responsibility for personal or psychological injury or loss of life.

Radiation Dose Information

LANDAUER shall not be responsible for any loss, unavailability, inaccuracy, or corruption of any Radiation Dose Information. Client agrees to provide Radiation Dose Information only in accordance with applicable law, and Client represents that Client has obtained all necessary rights and consents for the publication, use, storage, and transmittal of such Radiation Dose Information.

LANDAUER shall process Radiation Dose Information only as necessary for the purposes of performing the Dosimetry Services under these Terms on behalf of Client. LANDAUER shall not (i) sell any Radiation Dose Information received from Client; or (ii) retain, use, or disclose the Radiation Dose Information provided by or collected on behalf of Client for any purpose other than for the purpose of performing the Dosimetry Services. With respect to any Radiation Dose Information, Client hereby grants to Landauer the right and a perpetual, worldwide, royalty-free, sublicensable license, in accordance with applicable laws, (i) to collect, modify, process and create derivative works from Radiation Dose Information; (ii) to review Radiation Dose Information for Dosimetry Services and for product improvement purposes, including to investigate or address any issue or complaint concerning such Radiation Dose Information; (iii) to collect and process such Radiation Dose Information to create aggregate, de-identified data ("Derived Data"); (iv) to post, store, use, distribute, or share such Derived Data for lawful business purposes and to transmit such Derived Data to Client and others in connection with Dosimetry Services and for lawful business purposes, including for product and service development and improvement services, quality improvement purposes, and data analytical purposes; (v) to create anonymized compilations and statistical analyses; and (vi) to promote standardization and

promulgate best practices, including by compiling anonymized shared libraries based on Radiation Dose Information.

INSURANCE

Proof of Coverage

LANDAUER shall furnish Certificates of Insurance to the Client administering these Terms evidencing the insurance coverage at the time these Terms are executed, as required shall be provided prior to the commencement of performance of Dosimetry Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Client, and LANDAUER shall maintain such insurance from the time LANDAUER commences performance of the Dosimetry Services hereunder until the completion of such services.

Acceptability of Insurance Carrier

Unless otherwise approved by Client Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Client Risk Management.

Failure to Procure Coverage

In the event that any policy of insurance required under these Terms does not comply with the requirements in this section, is not procured, or is canceled and not replaced, the Client has the right but not the obligation or duty to cancel these Terms.

Insurance Review

Insurance requirements are subject to periodic review by the Client. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Client Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Client. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Client, inflation, or any other item reasonably related to the Client's risk and agreed by LANDAUER.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to these Terms. As mutually agreed, LANDAUER will execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Client to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Client.

LANDAUER agrees to provide insurance set forth in accordance with the requirements herein. If LANDAUER uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, LANDAUER agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, LANDAUER shall secure and maintain throughout the term of these Terms the following types of insurance with limits as shown:

Commercial/General Liability Insurance – LANDAUER shall carry Commercial General Liability Insurance covering all operations performed by LANDAUER providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations
- c. Broad form property damage (including completed operations)
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy.

Healthcare Professional Services Liability - Insurance with limits of not less than five million (\$5,000,000) each wrongful act and five million (\$5,000,000) aggregate limits

Right to Monitor and Audit

The County, and State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as reasonably requested, and shall have absolute right to monitor the performance of LANDAUER in the delivery of Dosimetry Services provided under these Terms. Any audit shall be conducted during normal business hours, upon adequate notice in writing and be no more than once per year. LANDAUER shall give full cooperation that is reasonable, in any auditing or monitoring conducted. LANDAUER shall cooperate with the Client

in the implementation, monitoring, and evaluation of these Terms and comply with any and all reasonable reporting requirements mutually agreed.

All records pertaining to Dosimetry Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Client representatives for a period of three years after final payment under these Terms or until all pending Client, State and Federal audits are completed, whichever is later.

Indemnification

INTENTIONALLY OMITTED

Force Majeure

Neither party shall be liable or responsible to the other party, nor be deemed to have breached these Terms, for its failure to perform or for delay in the performance of its obligations under these Terms to the extent that such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, national emergency, wars or other terrorist acts or hostilities, insurrections, revolutions, earthquakes, floods, epidemics or quarantine restrictions, unforeseeable governmental restrictions or controls, Network connectivity interruptions, latency, outages, lockouts, strikes, or other labor disputes (whether or not relating to either party's workforce), unavailability of services or materials, or transportation embargoes or interruptions.

Limitation of Liability

NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PERFORMANCE OF THE DOSIMETRY SERVICES OR OUT OF THESE TERMS, INCLUDING WITHOUT LIMITATION DAMAGE FOR LOSS OF PROFITS, LOSS OF DATA OR COST OF PROCUREMENT OF GOODS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. LANDAUER'S MAXIMUM LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID (OR DUE TO BE PAID) TO LANDAUER FROM CLIENT FOR THE DOSIMETRY SERVICES FOR THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE TIME THE CLAIM WAS MADE.

Warranty

LANDAUER warrants for the subscription term that the Dosimetry Services shall be performed in a competent manner consistent with standard industry practices for similar services. EXCEPT AS PROVIDED IN THIS SECTION, LANDAUER MAKES NO OTHER WARRANTY REGARDING THE DOSIMETRY SERVICES, DOSIMETERS AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW.

Governing Law and Venue.

These Terms shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Any action arising under these Terms shall be venued in the San Bernardino County Superior Court.

Assignment

These Terms cannot be assigned by either party without the written consent of the other party.

Entire Agreement

Addendum A Prices for Account # 64277

Pricing for Period of April 1, 2022 through March 31, 2024

Service SKU	Dosimetry Service Description	Price
00100-1MO	Luxel+ Service: Pa, 1MO	\$1.75
00100-2MO	Luxel+ Service: Pa, 2MO	\$3.25
00100-3MO	Luxel+ Service: Pa, 3MO	\$5.00
01030-000	Luxel unreturned dosimeter fee**	\$6.10
01102-000	Participant setup fee	\$0.00
01106-000	Additional dosimeter fee	\$11.60
01112-000	Sort & Pack Fee, Single Ship Site	\$0.00
01113-000	Sort & Pack Fee, Multiple Ship Sites	\$0.00
01400-1MO	TLD Service: S, 1MO	\$6.75
01400-3MO	TLD Service: S, 3MO	\$7.00
01430-000	TLD S unreturned dosimeter fee**	\$6.10
02016-000	Equivalent Form 5 annual report	\$0.00
02018-000	Equivalent Form 5 termination report	\$0.00
02051-000	Dosimetry Report copy same site	\$0.00
02153-000	Equivalent Form 5 termination report - per person fee	\$3.35
01131-000	Dosimeter Return Package – Postage Due	\$10.00

Included with your Radiation Dosimetry Service

LANDAUER® standard Luxel®+ dosimetry services include the automatic exchange of dosimeters each wear period, processing and analysis of dosimeters, and standard radiation dosimetry reports (Standard Reports), additional radiation dosimetry reports are available as stated below (Dosimetry Service).

Standard Reports

Standard Reports cover each wear period and include cumulative radiation monitoring totals, a participant's identifying information explanatory information, and other pertinent data useful in the management of a dosimetry program. These reports comply with NRC (Nuclear Regulatory Commission), OSHA (Occupational Safety and Health Administration), and DOE (Department of Energy) regulations. To maintain privacy and data security all Standard Reports are delivered electronically via myLDR.com, a secured, online account management portal. Report notifications will be sent to the Report To and/or Ship To email address reflected on the account.

Exposure Notification Alerts

Exposure Notification Alerts are set at an account, a subaccount, and/or at an individual participant's level by your facility and can be customized to what is most appropriate for your account.

You and your facility are solely responsible for detecting any instances of a participant's exposure to radiation and taking any action needed, and monitoring or interpreting of reports, results, data, or any other information derived from or transmitted based on the Dosimetry Services.

Control Dosimeters

A control dosimeter is included at no charge in each shipment to record non-occupational radiation exposure while in-transit and from ambient background radiation onsite.

Additional Services and Fees

Set Up Fee

There is a one-time setup fee of \$15.80 per participant for accounts with less than 40 people, and a onetime setup fee of \$4.20 per participant for accounts of more than 40 people.

Additional Dosimeters

Dosimeters shipped separately from the regularly scheduled shipment incur a handling fee of \$14.70 per dosimeter.

One Site or Multiple Site Subaccounts

An account can be divided into separate groups for shipping to one site or to multiple sites. For multiple sites each subaccount

is reported separately on Standard Reports and is sorted by a participant's name or number. The subaccount name and/or code is indicated on each dosimeter. Department groupings are available at a cost of \$11.60 per subaccount (single site), \$14.70 per subaccount (multiple sites).

For accounts without subaccounts, a \$11.60 sort and pack fee will be applied to all shipments of dosimeters (referred to on the invoice as Sort and Pack Fee, Single Ship Site).

Exchange Frequencies

Available exchange intervals are weekly, bi-weekly, monthly, bimonthly (once every two months), quarterly, semi-annual, annual, bi-annual (emergency response) and one-time only as indicated on the Quote.

Online Account Management - myLDR.com

LANDAUER's online account management tool myLDR.com allows you to manage your dosimetry program and access dose data online. Dashboards make accessing data simple and convenient, all of your information is available to you Monday to Saturday 24 hours per day, and Sunday 20 hours per day (myLDR.com is unavailable for up to 4 hours on each Sunday to allow for routine maintenance).

myLDR.com has secure data encryption with full and limited log-in access levels with the following interactive services available:

- Add, change, remove or view subaccounts, participants, and dosimeters
- Dosimeter shipment tracking from LANDAUER
- Easily retrieve and print invoices and reports to include E- signature functionality
- Access dashboards and reports
- Receive alerts (i.e. ALARA & Exposure Notification)
- Pay open invoices online with a checking account or credit card
- Ability to update shipping, billing, and reporting addresses
- Give individual participants access to personal dose information with Individual Dose Report

Duplicate Copies

Duplicate copies of standard dosimetry reports are available for \$0.05 per participant to the same site, \$0.08 per participant to a different site.

Expedited Processing

Expedited processing is available for dosimeters. An additional processing charge of \$135 per occurrence plus \$35 per dosimeter is assessed.

Unreturned Dosimeter Fee

An unreturned dosimeter fee of \$13.50 is charged for each dosimeter not returned within the applicable return period, even if the dosimeter is subsequently returned after the end of that applicable return period.

Other Products to Help Alleviate Your Work Load

Badge Boards

Conveniently store dosimeters when not in use:

- Small (holds up to 14 dosimeters) \$63.00 each
- Medium (holds up to 30 dosimeters) \$77.70 each
- Large (holds up to 45 dosimeters) \$90.30 each

Plus shipping charge

RadFacts Dashboards

RadFacts Dashboards are available via myLDR.com and provide tools to help you quickly focus on key radiation safety issues. You have the ability to interact with the charts as well as filter and sort grids of data. Dashboards are available for general Year-to-Date Performance, ALARA performance, dosimeter return compliance, pregnant participants, unused dosimeters and dose analysis.

RadFacts is available for 50¢ per participant a month for accounts with less than 200 individual participants; 40¢ per participant a month for accounts with less than 1,000 individual participants and 30¢ per participant a month for accounts over 1,000 individual participants. For other pricing, please contact customer service.

LANDAUER® Academy

LANDAUER Academy provides educational courses and content for professionals working around radiation. Authored and peer-reviewed by board-certified medical physicists, courses provide engaging content and effective instruction. Courses are designed to address compliance requirements of The Joint Commission, OSHA, State Regulations and more. Individual courses have been approved for continuing education credit by ASRT.

Visit landaueracademy.com for full course listing and pricing.

Enterprise Dose Dashboard™

Enterprise Dose Dashboard, (EDD), enable you to more effectively track dose levels across an enterprise. At the same time, you can more easily track improvements as a result of conducting training, investing in shielding, or buying other protective equipment. The dashboards provide data to help drive change and improve radiation safety across the enterprise. All dashboards can display data in a sortable table format.

EDD is available for 40¢ a month per participant.

Popular Reports

In addition to our standard radiation dosimetry report, LANDAUER has available for an additional charge optional reports and services designed to help simplify the management of your dosimetry program.

Equivalent Form 5

This report details dose history for an individual participant for the year at a given location, which satisfies the requirement for an annual report to worker participants, the NRC Form 5, and other regulatory bodies (check with your regulatory agency for your specific requirements). Reports are generated annually after the close of a calendar year or quarterly with current data up to the last wear period reported.

Rate: Quarterly \$2.40 per participant; Annual \$3.80 per participant.

Termination Report Service

This service provides an Equivalent Form 5 for presentation to the worker participant when an individual participant's service or monitoring is terminated from LANDAUER's Dosimetry Service. Expedited report generation is available upon request. Charge incurs only upon generation of the report.

Rate: \$3.80 per participant.

Fetal Monitor Service

Easily track exposure of a declared pregnant participant and embryo/fetus by reporting exposures of the mother wearing a whole-body dosimeter and an additional fetal dosimeter. The monthly report lists estimated dose from conception to declaration, rolling exposure history by month for both mother and child, and accumulated fetal totals for the gestation period. The addition of a fetal dosimeter also generates an additional page to the standard radiation dosimetry report that indicates only the exposure to the declared pregnant participant and the embryo/fetus.

Rate: \$43.80 per month for the account, exclusive of any new dosimeters that may be added to the service.

ALARA Compliance

Personalized ALARA Memos

ALARA memo service generates a memo for each individual participant whose dose levels exceeded the quarter's ALARA (As Low as Reasonably Achievable) levels. ALARA levels 1 and 2 can be set by your facility or NRC guidelines can be used. The personalized memo stating the exposure and level exceeded is sent to the Radiation Safety Officer for review and can then be presented to the individual participant. Level 2 memos include a questionnaire to help your facility as you investigate the exposure.

Rate \$88.70 per year base fee plus \$3.60 per memo.

ALARA Detailed Recaps

ALARA reports list all individual participants with their exposure histories and are available quarterly and annually. Quarterly reports show which individual participants exceeded ALARA Levels 1 and 2 for the quarter and year to date, while annual reports quickly show trends by individual participants and departments for the year. Reports track both individual and collective dose. ALARA levels can be set or NRC guidelines can be used.

Quarterly Report Rate: \$41.40 per quarter base fee plus 25¢ per participant; Annual Report Rate: \$54.80 per year base fee plus 40¢ per participant.

Other Dosimeters

Area

Area monitors measure exposure to a defined area rather than to a participant. LANDAUER dosimeters can be designated specifically as an area monitor.

Ring

LANDAUER's Saturn™ Ring dosimeter uses thermoluminescent (TLD) technology and measures radiation exposure with a lithium fluoride chip. The Saturn™ TLD Ring dosimeter for x, gamma, and beta dosimetry is \$187.80 annually per participant for accounts with 99 or less people, and \$167.40 annually per participant for accounts with 100 or more people.

Neutrak® Neutron

The Neutrak dosimeter provides neutron radiation monitoring with CR-39 and Track Etch™ technology and can be sealed inside of the Luxel+ blister pack.

Fast Neutron with Luxel+ service is the annual investment per participant for Luxel+ service plus an additional fee annually per participant for the Neutron. For example, for accounts with 15 individual participants the total annual service price per participant is \$334.80.

Thermal, Intermediate, and Fast Neutron with Luxel+ service is the annual investment per participant for Luxel+ service plus an additional fee annually per participant for the Neutron. For example, for accounts with 15 individual participants the total annual service price per participant is \$355.20.

InLight® Environmental

The InLight Environmental OSL dosimeter (regular EX9 and high-sensitivity EX are available) and designed specifically for low-level area indoor and/or outdoor monitoring. Dosimeters are priced per dosimeter each time dosimeters are shipped. From 1 to 10 dosimeters is \$63.70 per dosimeter. More than 10 dosimeters is \$49.60 per dosimeter.

Special and Other Services

LANDAUER can support special dosimetry studies where conventional personnel dosimetry is inappropriate. Through Special Services, much tighter tolerances, special calibrations and other non-routine functions can be provided. Examples of special services have included blood bank irradiation studies, high dose dosimetry, source calibration, and area monitoring.

Annual Per Dosimeter Investment

Number of Monitored Individuals	Annual Investment
1	\$570.60
2	\$372.00
3	\$280.80
4	\$233.40
5	\$207.00
6-8	\$182.40
9-15	\$166.20
16-24	\$149.40
25-34	\$135.00
35-74	\$117.60
75-99	\$107.40
100+	\$76.20

To avoid delays in receipt of shipments and processing dosimeters, your facility must apply correct amount for postage. When self-metering, select "parcel" as the method package type, not envelope, letter or flat rate. All packages returned to LANDAUER with insufficient postage will be assessed \$12 per package.

ATTACHMENT A

1. TERMS OF USE

Welcome to MyLDR. These terms and conditions of use ("Terms of Use") cover your use of and access to the Landauer, Inc. ("Landauer", "we", "us", or "our") online account management tool, MyLDR.com (the "Portal"), which allows you to manage your dosimetry program, access dose data, and use related services online (collectively, the "Services").

By using or accessing the Portal, you are agreeing to these Terms of Use and our Privacy Policy. If you are using the Portal for an organization, you are agreeing to these Terms of Use on behalf of that organization, and you represent and warrant that you can do so. References to "you", "your", and similar terms are construed accordingly in these Terms of Use to mean our customers who use our Services, including visitors to the Portal. If you do not agree to these Terms of Use, you should not use the or access the Portal and/or Services. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

Please read these Terms of Use carefully and in their entirety, as these Terms of Use include important information about your legal rights, remedies, and obligations. Feel free to contact us if you have any questions regarding these Terms of Use. These Terms of Use only apply to your use of the Portal. If you are accessing our main website located at www.landauer.com; other terms and conditions may apply.

2. YOUR ACCOUNT

These Terms of Use shall remain in full force and effect for as long as you use the Portal and/or the Services. To use many of the Services, you, as the dosimetry administrator, must first create a user web login account ("Account"). To create an Account you must create a preferred username and password and provide us with your first and last name, email address, phone number, and mailing address. An Account holder may permit other authorized personnel at that same customer organization to create subaccounts to use the Services ("Subaccount"), which are subject to certain limitations not applicable to Account holders.

You agree to provide us with accurate, complete, and updated information for your Account or Subaccount. We may need to use this information to contact you.

You may terminate your Account or Subaccount at any time and for any reason by sending an email to custserv@landauer.com. While an Account holder can edit or terminate applicable Subaccounts, a Subaccount holder cannot edit or terminate such Subaccount holder's own account and cannot terminate an Account or other Subaccounts of the same organization.

Landauer may terminate your Account or Subaccount at any time and for any reason, effective immediately upon sending notice to you at the email address you provided during the Account or Subaccount set-up process, or such other email address as you may subsequently provide to Landauer. If Landauer terminates your Account or Subaccount due to a breach of these Terms of Use, you shall not be entitled to the refund of any unused portion of fees (if any). Even after the Account or Subaccount is terminated, these Terms of Use shall remain in full force and effect, provided, however, that the Services and information you provided may no longer be accessible through the Portal once your Account has been terminated.

3. INTELLECTUAL PROPERTY

Unless otherwise noted, the Portal, the Services, and all materials contained on the Portal, including but not limited to all information, text, graphics, software, user interfaces, visual interfaces, photographs, sounds, audio, computer code (including HTML, CSS, XML, and JavaScript), interactive features, and the Portal functionality, programs, software, products, information, and documentation and other content that make up the Portal and the Services ("Materials"), are the property of Landauer and/or its affiliates or licensors, and are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws.

These Terms of Use do not grant you any right, title, or interest in the Materials, our trademarks, logos, or other brand features or intellectual property or trade secrets or others' content in the Services or Portal. You agree not to change, translate, or otherwise create derivative works of Materials.

No Materials may be reproduced, modified, republished, transmitted, displayed, or distributed in any way, except that you may download copies of the Materials for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. Any other use of the Materials for any other purpose is a violation of these Terms of Use and Landauer's or our licensor's copyright and other proprietary rights. Use of any such Materials on any other website or networked computer environment is prohibited. Any downloadable or printable programs, information, or Materials available through the Portal and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by Landauer.

4. OUR RIGHTS WITH RESPECT TO THE SERVICES

We reserve the following rights, which we may exercise at any time and in our sole discretion, and without liability or notice to you (except where prohibited by applicable law): (i) we may change parts or all of the Portal, Services, and their functionality; (ii) we may suspend or discontinue parts or all of the Services; (iii) we may terminate, suspend, restrict, or disable your access to or use of parts or all of the Services; (iv) we may terminate, suspend, restrict, or disable access to your Account or Subaccounts; and (v) we may change our eligibility criteria to use the Services (and if such eligibility criteria changes are prohibited by law where you live, we may revoke your right to use the Services in that jurisdiction).

If Landauer determines, in its sole discretion, that you are in violation of any of these Terms of Use and/or are an infringer of third-party intellectual property rights, Landauer may terminate your Account, and prohibit you from creating new Accounts or Subaccounts through the Portal.

We reserve the right, at any time and in our sole discretion, and without notice to you, to determine the rightful Account or Subaccount ownership and to transfer an Account to such owner. Our decision in that respect is final. If we feel that we cannot reasonably determine the rightful owner, we reserve the right to suspend an Account and/or Subaccount until the disputing parties reach a resolution. We also may request documentation, such as a government-issued photo ID, credit card invoice or business license, to help determine the rightful owner.

5. THIRD-PARTY CONTENT AND WEBSITES

The Portal may contain links to third party websites. When you access third party websites, you do so at your own risk. The Portal's provision of a link to any other website or Internet resource is for your convenience only and does not signify Landauer's endorsement of such other website or resource or its contents. Use of any third party website will be governed by the privacy notice, terms of use, and/or other policies (if any) on such third party website.

YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH ANY THIRD PARTY ON OR THROUGH THE PORTAL INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES, AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. YOU AGREE TO REVIEW AND EVALUATE ALL POLICIES, RULES, TERMS, AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT, AND BEAR ALL RISKS ASSOCIATED WITH, THIRD-PARTY CONTENT AND THIRD-PARTY WEBSITES.

6. USER CONDUCT AND RESPONSIBILITY

You agree that we are not responsible for any training, supervision, monitoring, or regulation of your use of the Portal or Services. It is your sole obligation to train, supervise, monitor, and regulate the individuals who use or have access to the Account or Subaccounts to ensure: (i) their proper use of the Portal or Services and compliance with these Terms of Use, (ii) their proper handling and security of the confidential information maintained in the Portal, and (iii) to ensure exposure to radiation of individuals who use or have access to Landauer's dosimeters ("Users") is within acceptable limits, as prescribed by you and/or the applicable regulations and standards.

You represent and warrant that:

- o you have the full right and power to enter into and perform these Terms of Use;
- o your submission of any information (and Landauer's use thereof as contemplated under these Terms of Use) does not and will not infringe on any rights limitation any copyrights, trademarks, privacy rights, publicity rights, contract rights, trade secrets, or any other intellectual property or proprietary rights;
- o all information that you have provided or will provide to Landauer (through the Portal, our chat feature, or otherwise) is true and complete and you agree to maintain the

accuracy of such information; and your use of the Services or Portal does not and will not violate any law, statute, ordinance, or regulation.

Additionally, in your use of the Portal and Services, you agree not to, without limitation:

- o submit or upload any materials that conflict with any of your representations and warranties; use any content or information available through the Services for any unauthorized purpose;
- o interfere with or damage any of the Services or servers or networks connected to the Services or disobey any requirements, procedures, policies, or regulations of networks connected to the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial of service attacks, packet or IP spoofing, forged routing of electronic mail address information, or similar methods or technology;
- o upload, post, e-mail, or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- o upload, post, e-mail, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- o submit any content that: (i) is defamatory, libelous, slanderous, or threatening; (ii) contains sexually explicit content that is pornographic, obscene, harmful to minors or constitute violations of child pornography or child sexual exploitation laws; (iii) denigrates any ethnic, racial, sexual, or religious group by stereotypical depiction or otherwise; (iv) exploits images or the likeness of any individual other than yourself (except where you have obtained express permission from such other individual(s) for such exploitation); and (v) makes use of offensive language or images;
- o upload, post, e-mail, or otherwise transmit any information that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information) learned or disclosed as part of employment relationships or under nondisclosure agreements; and
- o assist any third party in engaging in any activity prohibited by these Terms of Use.

7. USERNAME AND PASSWORD

You are solely and fully responsible for maintaining the confidentiality of your username and password, or third-party credentials, for accessing the Portal and shall be solely and fully responsible for all activities that occur under that Account or Subaccounts. You agree to (i) immediately notify us of any unauthorized use of your username and password or any other breach of security and (ii) log off from your Account or Subaccount at the end of each session. Landauer cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 7.

8. NO PROFESSIONAL JUDGMENT

In no event shall Landauer provide or the Services consist of any professional medical advice or judgment to you or any User. You acknowledge and agree that the Services are not intended to provide or serve as a substitute for professional medical judgment or advice, and that Landauer shall have no liability arising out of any failure to exercise such professional judgment. You acknowledge and agree that Landauer is in no way responsible for your use of any medical or similar information contained in or used in connection with the Services, and you should verify the accuracy and completeness of the information provided whenever necessary for monitoring or regulating the facilities and Users subject to the Services. You or any User should always consult with a doctor or other health care professional for medical advice or information about diagnosis and treatment.

To the extent you use the Services in connection with any monitoring of the health and welfare of your patients, employees, agents, contractors, or other representatives, you agree to accept any and all responsibility in connection therewith, including responsibility for injury, damage, and/or loss related to such health and welfare, irrespective of whether such injury, damage, and/or loss was, or could have been, discovered by Landauer. You shall be solely responsible and liable for the dosimetry interpretations, and treatment and care of the Users, including all responsibility for personal or psychological injury or loss of life.

9. DISCLAIMER

THE PORTAL AND SERVICES, INCLUDING ALL SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW. LANDAUER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT. LANDAUER DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE OPERATION OF THE PORTAL, THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THESE SERVICES OR MATERIALS ON THE PORTAL OR ANY OTHER WEBSITES LINKED TO THE PORTAL. THE MATERIALS OF THE PORTAL MAY BE OUT OF DATE, AND LANDAUER MAKES NO COMMITMENT TO UPDATE THE MATERIALS ON THE PORTAL. LANDAUER DOES NOT AND CANNOT GUARANTEE OR WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THE PORTAL, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. LANDAUER DOES NOT WARRANT THAT THE PORTAL, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE PORTAL, SOFTWARE, MATERIALS, PRODUCTS, OR SERVICES WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIABILITIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. LIMITATION OF LIABILITY

FOR MYLDR.COM, IN NO EVENT SHALL LANDAUER, ITS VENDORS OR OTHER THIRD PARTIES MENTIONED AT OR IN THE PORTAL BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THE USE, INABILITY TO USE, OR RESULTING FROM THE USE OF THE PORTAL (INCLUDING BUT NOT LIMITED TO LOSS OF DATA; USE OF OR RELIANCE ON THE SERVICES), ANY WEBSITES LINKED TO THE PORTAL, THE MATERIALS, SERVICES, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACTS, STATUTES, REGULATIONS, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE SERVICES OR INFORMATION FROM THE PORTAL RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. PRIVACY

Your privacy is extremely important to us. Please refer to our [Privacy Policy](#) (which is hereby incorporated by reference and applicable to the Portal and Services) that explains your rights and responsibilities with respect to personal information that is disclosed on the Portal and through your use of the Services. By using the Portal, you confirm that you have read and understood the [Privacy Policy](#).

12. CHOICE OF LAW

These Terms of Use shall be governed by and construed in accordance with the same laws that govern the applicable underlying agreement for these Services.

13. MODIFICATION

We reserve the right to change these Terms of Use from time to time in our sole discretion. In the event of such changes, we will post the changes on the Portal and/or notify you via email. Also, we may ask you to review and acknowledge or consent to the changes at the time of your next Account login or at the time of your next usage of the Services. By continuing to use any of the Services or Portal, you agree to be bound by the changes to these Terms of Use and the new terms of the Terms of Use shall govern all prior and future submissions of any of your or your organization's information.

14. ASSIGNMENT

Landauer shall not have the right to assign these Terms of Use in whole or in part to any person or business entity without your written consent, which shall not be unreasonably withheld. You may not assign your rights or delegate your obligations under these Terms of Use without the prior written consent of Landauer.

15. MISCELLANEOUS

If any provision of these Terms of Use is held to be unlawful, void or unenforceable, then such provision shall be severable without affecting the enforceability of all remaining provisions. Landauer's failure to act with respect to any failure by you or others to comply with these Terms of Use does not waive our right to act with respect to subsequent or similar failures.

These Terms of Use, together with our Privacy Policy, set forth the entire understanding and agreement of you and Landauer as to the subject matter hereof.

You may already have entered into, or may in the future enter into, agreements with Landauer related to additional services which are accessed through or via the Portal. These Terms of Use shall not alter, expand or limit the terms and conditions of the agreements you have entered or in the future enter into with Landauer. To the extent of any conflict between any such agreements and these Terms of Use, with respect to the services covered by any such agreements, those agreements will control with respect to the services to which they are applicable.

16. CONTACT US

If you have any questions, concerns, or suggestions regarding these

Terms of Use, please contact us: 2 Science Road,
Glenwood, IL
60425
webmaster@landia.com
www.ldr.com

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Terms of Use 2020-01-28