

CONVERSION SERVICES AGREEMENT

Alliance Imaging Technologies, LLC, upon execution hereof by an officer of the company, promises and agrees with:

Buyer: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

TO PROVIDE THE FOLLOWING CONVERSION SERVICES TO THE BUYER

Documents to be picked up from client's location by Alliance Imaging
Client's documents will be prepared and scanned
Indexing of documents as outlined in client's statement of work
Client will be provided with duplicate CD/DVD containing all images

TERMS:

1. Terms of agreement is _____ months
2. Effective Dates: from ____/____/____ to ____/____/____

BILLING INSTRUCTIONS:

1. Scanning service will be billed on a _____ basis
2. Minimum charge will be _____ for _____ images
3. Scanning of documents will be charged at _____ per image
4. Indexing will be charged at _____ per keystroke
5. Additional CD's/DVD's will be provided at _____ per disk

SPECIFIC INSTRUCTIONS:

1. Once scanned, documents will be _____
2. Deliverable product will be _____
3. Responsibilities of Alliance will be to _____ billed at _____
4. Document requests will be billed at _____

TERMS OF AGREEMENT

1.	All references made to Alliance Imaging will apply to Alliance Imaging Technologies, LLC and all its subsidiaries.
2.	Cancellation: Client shall have the right to cancel this agreement upon thirty (30) days written notice and payment in full of the liquidated damage charges as set forth below: In the event of client default or upon client's election and the subsequent cancellation of this agreement
3.	Default: If Client shall default in the performance of any obligation hereunder, and such default remains uncured after 7 days notice thereto, Alliance Imaging may cancel this agreement.
4.	Disclaimer: Alliance Imaging expressly disclaims any duty as an Insurer of the images given to Alliance so that the necessary scanning and indexing may be performed. Although, Alliance will take all reasonable precautions to insure we capture every image and index, and we will do our best to insure legibility of the images. Alliance will not, under any circumstances be liable for any pages or indexes omitted. On request, we will provide a 100%, page-to-image verification procedure to insure all pages and indexes have been captured and that all images are legible. This service is an additional cost option, that will be performed and invoiced on an hourly basis only if requested by the client.
5.	Complete Agreement: Client specifically agrees that no other representations, constitutions or warranties other than those set forth specifically in writing therein have been made or have been relied in the making of this agreement.
6.	Billing: Client shall pay Alliance Imaging any upfront / advanced payments as outlined in proposal. Thereafter, Client shall pay Alliance Imaging net 30 upon receipt of invoices. All past dues invoices subject to 1.5% of unpaid balance, not to exceed 18% per annum.
7.	Attorneys Fees: Client shall pay all of Alliance Imaging costs in the collection of any amount due hereunder, in the recovery of any property pursuant thereto or in the enforcement of its rights against client, including reasonable attorney's fees, whether or not suite be brought.
8.	IN NO EVENT WILL ALLIANCE IMAGING BE LIABLE FOR LOST PROFITS OR OTHER CONSEQUENTIAL DAMAGES EVEN IF ALLIANCE IMAGING HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CLIENT BY ANY OTHER PARTY. ALLIANCE IMAGING TECHNOLOGIES DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS OF AN IMPLIED WARRANTY OR THE EXCLUSION OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

ACCEPTANCE			
_____ and Alliance Imaging agree to the terms set forth in this agreement on this _____ day of _____, 2006.			
FOR		FOR	Alliance Imaging Technologies, LLC
NAME		NAME	
TITLE		TITLE	
SIGNATURE		SIGNATURE	