
Consulting & Advisory Services Terms

Effective date: July 27, 2026

These Consulting & Advisory Services Terms ("Service Terms") apply to consulting and advisory services provided by **Konxja Consulting LLC** ("Konxja") to the client identified in an order, proposal, statement of work, engagement letter, invoice, or checkout record ("Client").

By signing an engagement document, accepting a proposal, making payment, or selecting an online acceptance box, the Client agrees to these Service Terms. The person accepting represents that the person has authority to bind the Client.

1. Engagement Documents and Order of Precedence

Each engagement may be described in a proposal, statement of work ("SOW"), engagement letter, order form, or other written document. The engagement document should state the scope, deliverables, schedule, fees, payment terms, Client responsibilities, and any special terms.

If documents conflict, the following order controls:

1. a written amendment signed by both parties;
2. the applicable signed SOW, proposal, or engagement letter;
3. these Service Terms; and
4. the general Website Terms of Use.

Purchase-order language or other Client boilerplate does not amend the agreement unless Konxja expressly accepts the specific change in a writing signed by an authorized representative.

2. Services

Konxja may provide consulting or advisory services concerning MRI patient care, anxiety and patient experience, workflow, education, communication, customer-service management, conflict resolution, staffing and workplace culture, imaging operations, research collaboration, product or clinical-workflow feedback, strategic partnerships, speaking, and related medical-imaging matters.

The exact services are limited to the applicable engagement document. Work outside the stated scope requires written approval and may require additional fees or time.

Services are independent consulting and advisory services. Konxja is not acting as the Client's employee, officer, clinical director, medical director, attorney, accountant, fiduciary, regulator, accreditor, or agent, and has no authority to bind the Client unless a signed writing expressly states otherwise.

3. No Coaching or Patient-Specific Care

Konxja does not offer personal health-and-wellness coaching or life coaching. Consulting and advisory services are professional business, education, and medical-imaging services.

Services do not include patient-specific diagnosis, treatment, prescribing, emergency care, legal advice, financial advice, or a guarantee of regulatory compliance. Konxja's recommendations do not replace the Client's medical, legal, compliance, accreditation, human-resources, or financial professionals.

The Client remains responsible for clinical decisions, patient care, staffing, supervision, policies, implementation, regulatory compliance, and determining whether recommendations are appropriate for its facility and jurisdiction.

4. Client Responsibilities

The Client will:

- provide timely, accurate, and complete information reasonably needed for the engagement;
- identify decision-makers and obtain internal approvals;
- provide safe and authorized access to facilities, systems, personnel, or documents when applicable;
- review deliverables and provide feedback within agreed timeframes;
- comply with applicable law, professional standards, manufacturer instructions, and facility policy; and
- make and document its own implementation decisions.

Konxja may rely on information supplied by the Client without independently auditing it unless the engagement expressly includes verification or audit work.

5. Confidentiality and Sensitive Information

Each party will protect the other party's nonpublic business, technical, financial, operational, research, and proprietary information using reasonable care and will use it only for the engagement.

Confidential information does not include information that the receiving party can document:

- was already lawfully known without a confidentiality duty;
- becomes public without breach;
- is received lawfully from a third party without a confidentiality duty; or
- is independently developed without use of the other party's confidential information.

If disclosure is legally required, the receiving party may disclose the required information and, when lawful and reasonably practicable, will give advance notice.

The Client must not provide protected health information, identifiable patient records, student education records, or other regulated data unless the parties first sign any required data-protection or business-associate agreement and approve a secure transfer method. Konxja is not agreeing to act as a HIPAA business associate merely by accepting an engagement.

6. Fees, Expenses, and Payment

Fees and payment dates are stated in the applicable engagement document. Unless it states otherwise:

- scheduled single-session services are paid before the meeting;
- invoices are due upon receipt;
- the Client is responsible for approved travel and out-of-pocket expenses;
- fees do not include taxes the Client is legally required to pay; and
- Konxja may pause work for overdue payment after reasonable notice.

The Client must raise a good-faith invoice dispute promptly and pay any undisputed amount when due. Bank, wire, currency-conversion, procurement, and payment-platform fees charged to the Client are the Client's responsibility.

7. Scheduling, Cancellation, and Delay

For a scheduled consultation or advisory meeting, the Client may reschedule once without charge by giving at least 24 hours' notice. A cancellation, rescheduling request, or missed meeting with less than 24 hours' notice is nonrefundable and may be charged in full.

Project cancellation, deposits, reserved dates, travel, and termination fees are governed by the engagement document. Unless it states otherwise, prepaid deposits and fees attributable to completed work, reserved time, noncancelable commitments, or delivered digital materials are nonrefundable.

If the Client delays access, feedback, approvals, or information, deadlines will be adjusted reasonably and Konxja is not responsible for resulting delay. New or restarted scheduling is subject to availability.

8. Changes to Scope

Either party may propose a change. A change affecting deliverables, timing, responsibilities, assumptions, fees, expenses, or risk must be documented and approved in writing before the changed work begins. General discussions or brainstorming do not expand the scope or transfer ownership.

9. Intellectual Property

Konxja materials

Konxja retains all rights in:

- materials, methods, frameworks, research, books, curriculum, templates, forms, scripts, know-how, trademarks, and intellectual property created before the engagement;
- materials developed independently of the engagement;
- general skills, ideas, concepts, experience, and know-how used or developed during the engagement; and
- reusable improvements that do not disclose the Client's confidential information.

Client materials

The Client retains ownership of materials and information it provides. The Client grants Konxja a limited license to use them only as necessary to perform the engagement.

Deliverables

Ownership and use rights for a specific deliverable are stated in the engagement document. If the engagement document is silent, Konxja retains ownership and, after full payment, grants the Client a nonexclusive, nontransferable, perpetual license to use the final deliverable internally for the Client's own operations.

Exclusive ownership or assignment to the Client applies only when a signed engagement document expressly identifies the specific work product as exclusive and states that ownership transfers after full payment. General discussions, advice, brainstorming, preliminary drafts, tools, methods, and background intellectual property are not transferred by implication.

The Client may not resell, publish, license, distribute, or use Konxja materials or deliverables to create a competing commercial product unless the engagement document expressly allows it.

10. Names, Marks, and Publicity

Neither party may use the other party's name, logo, trademarks, employee names, testimonials, project details, or relationship in publicity without prior written permission, except for truthful internal records or disclosures required by law.

Konxja performs the services independently and not on behalf of any employer, licensing board, government entity, professional association, or other organization with which an individual may be affiliated.

11. Independent Contractor

Konxja is an independent contractor. Nothing creates employment, partnership, joint venture, agency, fiduciary duty, or authority to bind the other party. Konxja controls the manner and means of performing services, subject to the agreed deliverables, schedule, safety requirements, and lawful site policies.

12. Professional Judgment and No Guaranteed Results

Konxja will perform services in a professional and workmanlike manner consistent with the engagement. Recommendations are based on information available at the time and may require adaptation.

Konxja does not guarantee clinical outcomes, patient completion rates, examination passage, accreditation, revenue, cost savings, staffing outcomes, implementation success, regulatory approval, or any particular business result. Research findings and prior outcomes do not guarantee that another organization will achieve the same result.

13. Limitation of Liability

To the fullest extent permitted by law, neither party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profits, revenue, goodwill, data, opportunity, or anticipated savings.

Konxja's total aggregate liability arising from an engagement will not exceed the fees paid or payable to Konxja under that engagement during the 12 months before the event giving rise to the claim.

These limitations do not apply to fraud, willful misconduct, breach of confidentiality, infringement or misappropriation of the other party's intellectual property, indemnification obligations, gross negligence where liability cannot lawfully be limited, or liability that applicable law does not permit the parties to limit.

14. Indemnification

To the extent permitted by law, each party will defend, indemnify, and hold harmless the other party and its owners, officers, employees, contractors, and agents from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from the indemnifying party's unlawful conduct, willful misconduct, infringement, or material breach of confidentiality.

The Client will additionally indemnify Konxja for third-party claims arising from the Client's implementation decisions, patient care, employment decisions, regulatory violations, unauthorized modification or distribution of deliverables, or use of recommendations outside the agreed scope, except to the extent caused by Konxja's breach, negligence, or willful misconduct.

15. Termination

Either party may terminate an engagement as stated in the engagement document. If it is silent, either party may terminate on 10 days' written notice. Either party may terminate immediately for material breach that is

not cured within five business days after written notice, insolvency, unlawful conduct, safety risk, or conduct that would reasonably risk professional or reputational harm.

Upon termination, the Client will pay for services performed, approved expenses, noncancelable commitments, and reserved time as provided in the engagement document. Each party will return or destroy confidential information on reasonable request, subject to legal, insurance, backup, and record-retention requirements.

16. Force Majeure

Neither party is liable for delay caused by events beyond reasonable control, including severe weather, natural disaster, epidemic, war, civil unrest, labor disruption, government action, travel interruption, utility failure, or widespread technology failure. The affected party will notify the other and make reasonable efforts to resume performance.

17. Governing Law and Disputes

The agreement is governed by Oregon law, without regard to conflict-of-law principles. The state and federal courts located in Multnomah County, Oregon, have exclusive jurisdiction, and the parties consent to that venue.

Before filing a claim, the parties will make a good-faith effort to resolve the matter through written notice and reasonable discussion, except when immediate injunctive relief is reasonably necessary to protect confidential information, intellectual property, personal data, safety, or system security.

18. General Provisions

Neither party may assign the engagement without the other's written consent, except in connection with a merger, reorganization, or sale of substantially all relevant assets. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions continue. Failure to enforce a provision is not a waiver.

Amendments must be in writing and accepted by authorized representatives of both parties. Electronic signatures, checkbox acceptance, counterparts, and electronic records are effective to the extent permitted by law.

Sections concerning payment, confidentiality, intellectual property, publicity, disclaimers, liability, indemnification, disputes, and other provisions that by their nature should survive will survive termination.

19. Contact

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