

Support and Maintenance Agreement

For all CAE Healthcare Products

Introduction to Your Support and Maintenance Services

With the purchase of any brand new CAE Healthcare Product, customers are provided, free of charge, a one-year limited warranty, which provides the Customer with CAE Healthcare's support and maintenance coverage on the product. The level of warranty coverage provided free of charge depends on the product purchased.

Additionally, any time a customer wishes to either renew its support and maintenance services or upgrade those services, the customer will be required to purchase one of our support and maintenance plans. In the event that a Customer does not wish to be covered under a support and maintenance plan, but does wish to have CAE Healthcare support, the Customer may elect to purchase individual onsite repair services. The purchases of these plans and services are controlled by the terms and conditions provide within this document.

Further details and specification of the various levels of support CAE Healthcare offers through its plans can be found in that plans specifications, which can be found at www.caehealthcare.com . We also encourage you to reach out to your CAE Healthcare Account Manager if you have any other questions or require any additional information. The Account Management Team can be emailed at srqaccountmanagers@cae.com.

Support and Maintenance Agreement

This Support and Maintenance Agreement ("**Agreement**") shall govern the support and maintenance services set forth in the associated quotation ("**Services**"), and applies to all quotations made, order acknowledgments sent, purchase orders received, and invoices sent by CAE Healthcare to a third party ("**Customer**").

This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized CAE Healthcare representative. Any terms or conditions contained in any acknowledgement, purchase order, or other communication of Customer, which are inconsistent with, different from, or additional to, the terms and conditions of this Agreement, are hereby rejected. This Agreement expressly limits acceptance to the terms and conditions of this Agreement.

To the extent that Customer's acknowledgement, purchase order, or other communication is deemed to be an acceptance of CAE Healthcare's offer of Services, such acceptance is expressly made on condition of assent by Customer to the terms of this Agreement. Neither CAE Healthcare's acknowledgment of an order, commencement of performance, nor delivery shall be deemed to be acceptance of any terms of Customer that are inconsistent with, different from, or additional to, the terms of this Agreement.

1. INTERPRETATIONS AND DEFINITIONS

Whenever used in this Agreement, the following terms shall have the meaning set out below:

“Product” shall mean the equipment (including both its associated hardware and software) identified in the quotation which shall be covered by the Services described in this Agreement.

“Consumables” shall mean parts which are intended to be consumed through the use of the Product and subject to wear during the normal operation of the Product, such as batteries, filters, and chest skins.

“Support and Maintenance Program” shall mean the product specific support plan purchased by the Customer, which shall be stated within the quotation.

“Support and Maintenance Specifications” shall mean any materials within the quotation, attached to the quotation, or otherwise provided to Customer which describe the specifications of the Support and Maintenance Program quoted to the Customer.

“Services” shall mean the services stipulated in the associated quotation, the maintenance and technical support services specified in Article 6, and any additional services, including Out-Of Warranty Services, as described in Article 8.

“Out-Of-Warranty Services” shall mean any services provided to a Customer who is not actively enrolled in a Support and Maintenance Program. Such Out-Of-Warranty Services shall be as stated in the quotation.

“Updates” shall mean a version of the Product containing any minor changes, additions, corrections, replacements, alterations or improvements to the Product which do not alter its functionality, and any related documentation.

“Upgrades” shall mean a version of the Product of the same generation to which substantial new functionalities or other substantial changes are introduced, including any new programs and modules related thereto, and any related documentation.

“Initial Warranty” shall mean the support and maintenance coverage included with the initial purchase of the Product by the Customer. The Support and Maintenance Program which is included as a part of this Initial Warranty shall be stated in the quotation.

“Support and Maintenance Renewal” shall mean any purchase of a Support and Maintenance plan for a specific term, subsequent to the termination of the Initial Warranty.

“Support and Maintenance Upgrade” shall mean any purchase which increases the coverage of the Customer’s Initial Warranty.

“Preventative Maintenance Visit” shall mean an annual onsite service visit by CAE Healthcare which is further described in Article 7. Not all Support and Maintenance Programs include Preventative Maintenance Visits.

2. TERM

- 2.1. Unless otherwise specified in the quotation, the Term for this any Support and Maintenance Program shall be for one (1) year. In the event of a Support and Maintenance Renewal, the Term shall begin on the date specified within the quotation. For the Initial Warranty, including any Support and Maintenance Upgrade to that Initial Warranty, the Term shall begin thirty (30) days after Product shipment to the Customer.
- 2.2. Customer may cancel their Support and Maintenance Program at any time by providing CAE Healthcare written notice; however in no event will Customer be entitled to any refund for any and all payments already made to CAE Healthcare prior to such cancellation.

3. PURCHASE ORDERS

- 3.1. All orders placed to CAE Healthcare for Services shall be subject to acceptance by CAE Healthcare. CAE Healthcare shall not be liable for any damages to Customer or to any other person for CAE Healthcare's failure to fill any orders or error in filling any orders for any reason whatsoever.
- 3.2. At CAE Healthcare's discretion, Customer may be required to ship Product to CAE Healthcare for evaluation testing to determine if Product is eligible for Support and Maintenance Renewal. Customer shall be required to pay an additional fee for such evaluation testing.

4. PAYMENT

- 4.1. Payment is due thirty (30) days from the date of invoice (NET 30). CAE Healthcare will send invoices to Customer's designated address. Any payment received by CAE Healthcare after due date shall be subject to a late payment charge not to exceed 1% per month (12% per year), or less, if required by applicable law, until outstanding balance, including accrued late payment charge, is paid in full.

5. TAXES

- 5.1. Any taxes or other governmental charge upon production, sales, transportation, storage, or shipment of Product imposed by federal, state, municipal or other authorities shall be added to the price and must be paid by Customer, regardless of whether said tax or charge is included on the initial invoice to Customer. Tax Exemption Certificates for states into which Product is being shipped must be on file with CAE Healthcare. Otherwise, all applicable state and local taxes will be charged. These taxes will be shown on the invoice.

6. SERVICES

- 6.1. CAE Healthcare shall provide the services stipulated in the quotation and further outlined in the Support and Maintenance Specifications.
- 6.2. CAE Healthcare will be responsible for all labor charges and material required to repair the Products as stated in Support and Maintenance Specifications. Any exclusions or limitations to this coverage shall be expressly stated in the Support and Maintenance Specifications.
- 6.3. CAE Healthcare will provide technical support through CAE Healthcare's Customer Service call center and email address. CAE Healthcare's Customer Support information can be found in the Support and Maintenance Specifications, along with available times for the call center.

7. UPDATES AND UPGRADES

- 7.1. CAE Healthcare shall provide Customer with software fixes and Updates to all licensed CAE Healthcare software and operating systems.
- 7.2. Any Updates delivered to Customer under this Agreement shall be delivered in the number of copies and for the specific Products indicated in the quotation, in object code only.
- 7.3. Software Upgrades of the Product are not covered under this Agreement. Such Upgrades will be available to Customer at CAE Healthcare's then current commercially available price.
- 7.4. CAE Healthcare's terms regarding license, use, non-disclosure and ownership of its Products shall equally apply to Updates and Upgrades delivered to Customer as per this Agreement, as though written at length herein.

8. PREVENTATIVE MAINTENANCE VISITS

- 8.1. In the event that Customer purchases a Support and Maintenance Program which includes a Preventative Maintenance Visit (which shall be stated in the applicable Support and Maintenance Specifications), such

Preventative Maintenance Visit will occur one (1) time annually during the Term of the Support and Maintenance Program.

- 8.2. Preventative Maintenance Visits are provided in order to inspect, clean, calibrate, and update the Product, and are not intended to be a repair visit.
- 8.3. It is the sole responsibility of the Customer to schedule the Preventative Maintenance Visit with CAE Healthcare. Customer must contact CAE Healthcare to schedule the Preventative Maintenance Visit at least one (1) month prior to the visit. If Customer fails to schedule the Preventative Maintenance Visit within the relevant year, Customer shall forfeit its right to receive the Preventative Maintenance Visit.
- 8.4. Customer shall be required to complete a Preventative Maintenance checklist prior to the scheduled date for the Preventative Maintenance Visit.

9. ADDITIONAL SERVICES

- 9.1. In the event that Customer elects to purchase Out-Of-Warranty Services, Customer shall be required to pay for such additional time and materials provided with those Services, and such charge shall be billable to Customer at CAE Healthcare's then standard rate.
- 9.2. Furthermore, if the Customer requires additional time and materials which are not covered in the purchased Support and Maintenance Program, which may be a result of the reasons specified in Article 9.2 below, Customer shall be required to pay for such time and materials, and such charge shall be billable to Customer at CAE Healthcare's then standard rate.

10. OBLIGATIONS OF CUSTOMER

- 10.1. Customer shall designate a person at Customer's premises for each reported problem that can be contacted for further information and verification that any problem has been resolved.
- 10.2. Customer shall ensure that the Product is used at all times under normal conditions. This Agreement does not cover services requested as a result of improper use of the Product, or with respect to causes that are not attributable to CAE Healthcare. These services will be invoiced to Customer at CAE Healthcare's then-standard rates and will be payable within thirty (30) days of receipt of an invoice to this effect. Causes which are not attributable to CAE Healthcare include but are not limited to:
 - (i) Use of the Product with other equipment not pre-approved by CAE Healthcare;
 - (ii) Use of the Product by unqualified personnel;
 - (iii) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; excessive heating; fire and smoke damage; operating of the Product with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
 - (iv) Improper installation of Updates or Upgrades by Customer or use of the Product, Updates or Upgrades that deviate from any operating procedures indicated in CAE Healthcare's documentation related to the Product.
- 10.3. Customer shall take all steps necessary to carry out the procedures, recommendations and directives indicated by CAE healthcare in answer to queries made by Customer within a reasonable time after such procedures, recommendations and directives have been communicated to Customer.
- 10.4. For any services offered at Customer's site, Customer must ensure access and availability to the Products. It is not the responsibility of CAE Healthcare to move Customer's Product in order to be able to provide services.

- 10.5. Additionally, Customer shall be required to confirm the visit with the CAE Healthcare technician prior to the site visit. ("**Confirmation Call**"). Customer shall inform the technician of the Products which require repair. The technician shall only perform work on the issues which are established during the Confirmation Call.
- 10.6. Some Support and Maintenance Services may require internet connectivity to the Customer's Product. It shall be the Customer's responsibility to ensure the Products have such internet access.
- 10.7. All packaging received by the Customer upon initial shipment of the Products should be kept by the Customer, to be used for any return shipments of the products to CAE Healthcare for repairs. In the event that Customer fails to retain the packaging and requires new packaging for shipment, Customer will be charged for the replacement packaging materials.
- 10.8. In carrying out its obligations, CAE Healthcare may, at its discretion and solely for the purposes of monitoring the quality of CAE Healthcare's response, record part of all of the calls between Customer and CAE Healthcare. By utilizing these Services you consent to have you calls with CAE Healthcare monitored or recorded.

11. LIMITED WARRANTY

- 11.1. For the term of this Agreement, CAE Healthcare warrants against defective materials or workmanship under normal use and service, and that the Product will substantially comply with the published specifications set forth in CAE Healthcare's user documentation for the Products. At the sole discretion of CAE Healthcare, the exclusive remedy of the Customer shall be repair of defective product or replacement of defective product with current version (or configuration) of the identical product. CAE Healthcare makes no warranty as to the Products after the term of this Agreement. CAE Healthcare does not warrant that the Products will meet Customer's requirements or will operate in combinations with other hardware, software or non-supported platforms/operating systems/databases, which may be selected for use by Customer, or that the operation of the Products will be uninterrupted or error-free.
- 11.2. Customer's sole and exclusive remedy during the term of this Agreement shall be, at CAE Healthcare's election, to either (i) provide services to correct any defects, which would cause the Products not to comply with the published specifications, (ii) replace the defective Products, or part thereof, with Products that comply with the published specifications, including parts that may be refurbished, used, or of like materials or (iii) terminate the Agreement immediately and refund the price paid by Customer in connection with same relating to the defective Products, less a pro rata amount equal to period during which Services were provided to Customer under this Agreement.
- 11.3. Any warranted part which is repaired or exchanged shall have a warranty period equivalent to the remainder of the Term of the Support and Maintenance Program or 180 days, whichever is greater. In the event that such part is provided for an Out-Of-Warranty Services, the part shall be warranted for 180 days.
- 11.4. The above remedies are available only (i) if CAE Healthcare is notified in writing, during the term of this Agreement upon discovery of the defects by Customer, (ii) Customer follows CAE Healthcare's instructions for the return of the defective Products, and (iii) if the Products have not been (a) altered, or modified by any party other than CAE Healthcare or a third party provider approved by CAE Healthcare; (b) subjected to negligence, or computer or electrical malfunction; or (c) used, adjusted, or installed other than in accordance with instructions furnished by CAE Healthcare. Should Customer hire a third party independent contractor not contracted by CAE Healthcare to perform services for Customer using the Products, or should said contractor modify or in any way alter the Products, CAE Healthcare shall have no liability to Customer for said services, modifications, or alterations. Customer agrees to assume the entire risk of using the Products.
- 11.5. Notwithstanding anything contained in this Section, Customer acknowledges that there is no warranty for Consumables and expendable material (including chest skins), unless damage has occurred due to a defect in materials or workmanship.

- 11.6. CAE Healthcare warrants that the Services mentioned in this Agreement will be in accordance with general accepted industry standards.
- 11.7. EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN, CAE HEALTHCARE MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND RESPECTING ANY MAINTENANCE SERVICES PERFORMED HEREUNDER OR ANY MATERIALS FURNISHED HEREUNDER. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS HAVE BEEN MADE EXCEPT THOSE MADE HEREIN.
- 11.8. This warranty is void if: (1) the Product has been damaged by accident or unreasonable use, neglect, alteration, faulty or negligent installation, abuse, misuse or other causes not arising out of defects in material workmanship; (2) Damage or defects due to handling by Customer or incurred during shipment; (3) the Product labeling or Company's name has been altered or defaced; or (4) the Product has been modified or repaired by Customer, or any third-party not expressly authorized in writing by CAE Healthcare to perform such modifications or repairs. Customer will indemnify and hold harmless CAE Healthcare, its officers, employees, and agents for any costs of injury or loss of training time resulting from unauthorized repair or modification of the Product.

12. LIMITED LIABILITY AND INDEMNIFICATION

- 12.1. THE CUMULATIVE LIABILITY OF CAE HEALTHCARE FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE MAINTENANCE/WARRANTY FEES PAID TO CAE HEALTHCARE WITHIN THE PRIOR YEAR. CAE HEALTHCARE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES FOR ANY BREACH OF WARRANTY OR ANY DAMAGES FOR NEGLIGENCE OR FOR THE COST OF REMOVAL, TRANSPORTATION OR REINSTALLATION OF DEFECTIVE OR REPLACEMENT GOODS.
- 12.2. Customer shall indemnify, and hold CAE Healthcare, its affiliates, agents, and employees from and against any liability, claim, demand, loss, damage, cost, expense arising out of or in connection with the negligent acts of the Customer while CAE Healthcare is located on Customer's premises. Customer agrees that it shall not settle any claim, action, or proceeding without first obtaining CAE Healthcare's prior written consent.

13. ADMINISTRATIVE PROVISIONS

- 13.1. Applicable Law: This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Sarasota County, Florida. At CAE Healthcare's sole election and determination, CAE Healthcare may select an alternative forum, including arbitration or mediation, to adjudicate any dispute arising out of this Agreement. The parties expressly exclude and waive the application of the United Nations Convention on Commercial Agreements for the International Sale of Goods (1980) (Vienna Sales Convention) as amended.
- 13.2. Assignment: Customer may not assign or transfer any of the rights or obligations under this Agreement without the prior written consent of CAE Healthcare, provided that the Customer may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of Customer's assets.
- 13.3. No Third-Party Beneficiaries: Nothing in this Agreement shall be construed as creating or giving rise to any rights for any third parties or any persons other than the parties to this Agreement.
- 13.4. Entirety: This Agreement constitutes the entire agreement between CAE Healthcare and Customer, superseding all prior or contemporaneous understandings, agreements and correspondence between the parties.

- 13.5. Modification: No provision of this Agreement shall be deemed waived, amended or modified by either party unless the waiver, amendment or modification is in writing and signed by each of the parties to this Agreement.
- 13.6. Waiver: No omission or delay by CAE Healthcare at any time to enforce a right or remedy reserved to it or to require performance by Customer of any of the terms, covenants, or provisions of this Agreement at the times designated, shall be a waiver of such right or remedy to which CAE Healthcare is entitled, nor shall it in any way affect the right of CAE Healthcare to subsequently enforce such provisions.
- 13.7. SEVERABILITY: If any one or more of the provisions of this Agreement is for any reason held invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired.
- 13.8. NOTICE: Any notice provided for in this Agreement shall be in writing and sent by certified or registered mail, postage prepaid, to the parties at the addresses stated in the quotation (or to such other addresses as either party shall designate by notice to the other).

END OF SUPPORT AND MAINTENANCE AGREEMENT