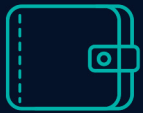


ALEX

WARRANTY + TERMS & CONDITIONS



I AM AFFORDABLE.



I AM UNIQUE.



I AM SMARTER SIMULATION WITHIN REACH.



800.422.8129 www.Heartsmart.com

Simulaids AMPLIFY YOUR IMPACT

SIMULAIDS® ALEX PATIENT SIMULATOR

LIMITED PRODUCT WARRANTY & SOFTWARE SERVICE PLAN

Simulaids, Inc. (“**We**” “**Us**” or “**Our**”) extends the following limited warranty (“**Warranty**”) to the first purchaser that is also the end-user (“**You**” or “**Your**”) of a new ALEX patient simulator (“**ALEX**”). You may not assign or transfer this Warranty without Our prior written consent.

ALEX’S COMPONENTS:

Subject to the exclusions and limitations set forth in this Warranty, We warrant to You that ALEX’s components, parts and hardware (each an “**ALEX Component**” and collectively the “**ALEX Components**”) will be free from defects in material and workmanship, under normal use and service, for the following time periods:

- For ALEX Plus and ALEX Pro Components: Five (5) years from the date of purchase; provided, however, the following ALEX Components are covered for one (1) year from the date of purchase: silicone airways, airflow sensors, non-user replaceable batteries (e.g., SmartScope™ and Manikin), and SmartScope™ charging cables.
- For ALEX Lite Components: One (1) year from the date of purchase.

In the event of a defect in the workmanship or materials of an ALEX Component, We will, at Our option, repair or replace the defective ALEX Component. However, if We determine that it is not commercially feasible to repair or replace a defective ALEX Component, We may refund the original price paid by You for Your ALEX. Replacement parts may include refurbished ALEX parts or products that have been certified by Us to conform with the applicable product specifications. This paragraph contains Your sole and exclusive remedies for any ALEX Component defect or nonconformity.

If You purchased an ALEX Plus or ALEX Pro and have a valid claim for replacement, We will ship a replacement ALEX to You within 24 to 48 hours of a return authorization (“**RA**”) request, excluding weekends and holidays. Return of Your original ALEX product is not required until You receive the replacement ALEX. If you purchased an ALEX Lite and have a valid claim for replacement, We will ship a replacement ALEX only upon receipt and inspection of your original ALEX. We may require a valid credit card number to ship Your replacement ALEX. As part of our returns process, You will receive an email notifying You when Your replacement ALEX order has been placed and another email notifying You when Your replacement ALEX has shipped.

ALEX’S SOFTWARE & YOUR SERVICE PLAN:

Each ALEX contains software that is owned by a third-party software vendor and is licensed to Us with the right to grant a sublicense to You (the “**Software**”). To use Your ALEX, You will be required to register the Software online using a link that will be provided to You electronically or with printed materials that will accompany your ALEX. Upon registration, additional Terms of Service for Your Software will be made available to You (“**Terms of Service**”), and You will be required to agree to, and be bound by, the Terms of Service. If you do not agree to the Terms of Service, You may not be able to use all of ALEX’s features and capabilities. For more information about the Terms of Service, please call Us or Our authorized agent at 1-888-9ALEX-PCS.

DISCLAIMER OF OTHER EXPRESS AND IMPLIED WARRANTIES:

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, WE MAKE NO OTHER WARRANTIES AND HEREBY DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES REGARDING ALEX, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

LIMITATION OF LIABILITY:

Notwithstanding anything in this Warranty to the contrary, in no event shall We or any of Our direct or indirect parent companies, affiliates or subsidiaries be liable to You for any indirect, special, exemplary, punitive or consequential damages (including lost profits, lost revenue, down time, loss of business opportunity or other economic losses), whether in an action in contract or tort (including negligence and strict liability) or otherwise, even if We have been specifically advised of the possibilities of such damages.

HOW TO OBTAIN WARRANTY SERVICE & SOFTWARE SUPPORT:

All claims for Warranty Service or Software support under Your Service Plan must have an RA number. To obtain an RA number or if You discover what You believe is a defect with Your ALEX or an error with the Software, please contact Us or our authorized agent at help@pcs.ai. Our customer support personnel are available during support hours to assist You in diagnosing and addressing problems that You may encounter in the use of Your ALEX.

This Warranty will only apply when the original invoice or sales receipt (indicating the date of purchase and product type) is presented together with the defective ALEX or ALEX Component. We reserve the right to refuse warranty coverage if the above documentation/information cannot be presented or if the information contained in it is incomplete or illegible.

MISCELLANEOUS:

None of Our employees or agents are authorized to modify any term, condition or limitation in this Warranty unless such modification is made in writing and manually signed by an authorized officer of Simulaids, Inc. This Warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin, USA. Further, the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded.

The Terms of Service detail, among other things, the maintenance and support services available to You in the event of a covered Software error or problem (the “**Service Plan**”). All Service Plan support and services will be performed by the third-party software vendor or Our authorized agent. The terms and conditions of the Service Plan may vary depending on the model or version of ALEX that You purchased and the fees that You paid. The duration of each Service Plan for a specific ALEX model is:

- ALEX Lite – one (1) year from the date of purchase.
- ALEX Plus – five (5) years from the date of purchase.
- ALEX Pro – five (5) years from the date of purchase.

AS THE SOFTWARE WAS DEVELOPED AND IS OWNED BY A THIRD-PARTY, WE MAKE NO WARRANTY OF ANY KIND REGARDING THE SOFTWARE, INCLUDING, WITHOUT LIMITATION, THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK) OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ERROR OR PROBLEM WITH THE SOFTWARE WILL BE AS SET FORTH IN THE SERVICE PLAN APPLICABLE TO YOUR ALEX.

EXCLUSIONS – WHAT IS NOT COVERED?

The following items are **NOT** covered under this Warranty:

- Defects, damages or losses resulting from the use of ALEX in other than its normal and intended manner;
- Defects, damages or losses resulting from normal wear and tear, lack of use, improper use, improper storage, unauthorized alterations or modifications, abuse, neglect, failure to follow Our specified maintenance instructions;
- Defects, damages or losses from the repair or servicing of ALEX by anyone other than Us or Our authorized agents;
- Cases, accessories, stains, cosmetic appearance, and normal replacement of disposable, items. Components specifically excluded from coverage under this Warranty include user replaceable parts such as the IV arm skins, IV arm veins, lung bags, stomach bags, and SmartCuff™ batteries;
- Any release of new or updated Software that is not covered by Your Service Plan;
- Acts of God, accidents or any other causes beyond Our reasonable control, including damage caused by shipping;
- This Warranty will NOT apply if the serial number on ALEX has been altered, removed, or made illegible;
- This Warranty only applies to ALEX, and not any other products or services sold by or through Us or any of Our direct or indirect parent companies, affiliates or subsidiaries; and
- If repairs or services are not covered by this Warranty, You will be liable for all repairs, service or upgrade costs, in addition to the costs of shipping and handling.

TERMS AND CONDITIONS OF SALE

1. Applicability

- (a) These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the goods ("**Goods**") by Simulaids, Inc. ("**Seller**") to the buyer ("**Buyer**").
- (b) The accompanying invoice or confirmation of sale (the "**Sales Confirmation**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Acceptance of any order from Buyer is made expressly conditional on Buyer's assent to these Terms. Seller rejects any different or additional terms provided by Buyer.

2. Delivery. The goods will be delivered to Buyer within a reasonable time after the receipt of Buyer's purchase order. Seller shall not be liable for any delays, loss or damage in transit.

3. Shipping Terms. Delivery shall be made FOB Seller's location.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods to Buyer.

5. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

6. Inspection and Rejection of Nonconforming Goods

- (a) Buyer shall inspect the Goods within 10 days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.
- (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.
- (c) Buyer acknowledges and agrees that the remedies set forth in Section 6(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 6(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

7. Taxes. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.

8. Payment Terms

- (a) Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice, unless other payment terms specified in Seller's quotation, in which case the payment terms specified in the quotation will control.
- (b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- (c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

9. Limited Warranty

- (a) Seller grants to Buyer the Simulaids' ALEX Patient Simulator Limited Product Warranty and Software Plan (the "Limited Warranty").
- (b) EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
- (c) THE REMEDIES SET FORTH IN THE LIMITED WARRANTY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

10. Limitation of Liability

- (a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- (b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
- (c) The limitation of liability set forth in Section 10(b) above shall not apply to death or bodily injury resulting from Seller's acts or omissions.

11. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
12. Sublicense Grant. Seller or its licensors exclusively own all intellectual property in the Goods. The Goods contain and utilize certain software (the "Software"), which is owned by a third party and has been licensed exclusively to Seller. Seller hereby grants Buyer a limited, non-exclusive sublicense to use the Software solely in accordance with this Agreement and any user documentation Seller may provide, including all updates, upgrades, new versions and replacements of the Software (all of which becomes part of the Software). You may not rent, lease, sublicense or otherwise transfer any rights in the Software or the Goods to a third party. Buyer may not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Software or the Goods. Buyer shall defend, indemnify, and hold Seller harmless from any claims, liabilities, or damages, including actual attorneys' fees, caused in whole or in part by any violation of this sublicense or any other misuse of the Software or the Goods.
13. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.
14. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
15. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a nonconfidential basis from a third party.

16. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 90 days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement.
17. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.
18. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
19. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
20. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.
21. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in the federal court of the United States of America for the Eastern District of Wisconsin or the courts of Wisconsin in Jefferson County. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
22. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
23. Severability. If any term or provision of this Agreement is unenforceable, unenforceability shall not affect the validity or enforceability of any other term or provision of this Agreement.

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