

VapoCare™ Service Plan Agreement

Customer Name	Effective Date	
Street Address	PO#	Service Contract #
City, State, Zip	No. of Enrolled Capital Units	Total Service Fee

This VapoCare Service Plan Agreement (this “**Service Agreement**”) is entered into as of the Effective Date set forth above (“**Effective Date**”) between Vapotherm, Inc. (“**Vapotherm**”) and the customer identified above (“**Customer**”). This Service Agreement sets for the terms and conditions of the VapoCare™ Service Plan to be provided under this Service Agreement (“**VSP**”).

Section 1. Enrolled Capital Units. The Vapotherm Precision Flow® and/or HVT® 2.0 capital equipment units initially enrolled in the VSP are listed in **Exhibit A** (each an “**Enrolled Capital Unit**”).

Section 2. Term. VSP coverage for an Enrolled Capital Unit extends from the Effective Date through three years after the Effective Date, in each case as indicated on **Exhibit A** (each a “**Coverage Term**”). This Service Agreement will terminate as of the end of the Term (the “**Service Agreement Term**”).

Section 3. VapoCare Service Plan.

Section 3.1. Service Initiation. If Customer experiences a problem with an Enrolled Capital Unit during the Enrolled Capital Unit’s Coverage Term, Customer may initiate a service request by contacting Vapotherm’s Technical Service department at (855) 557-8276 or ts@vtherm.com (as such contact information may be updated by written notice to Customer). If Vapotherm is unable to correct the problem over the phone, then Vapotherm will issue a returned goods authorization number, and Vapotherm will ship a comparable Precision Flow or HVT 2.0 unit (a “**Replacement Unit**”) to Customer within one business day, and Customer will send the problematic Enrolled Capital Unit to Vapotherm pursuant to Vapotherm’s instructions. If Customer does not return the problematic Enrolled Capital Unit to Vapotherm within thirty (30) days after receiving the Replacement Unit, Vapotherm will bill Customer and Customer agrees to pay the then fair market value of Replacement Unit.

Section 3.2. Service and Repair. Upon receipt of the problematic Enrolled Capital Unit returned by the Customer, Vapotherm will permanently replace the returned Enrolled Capital Unit. In such event, (a) Customer hereby grants to Vapotherm title to the returned Enrolled Capital Unit, and Vapotherm grants to Customer title in the Replacement Unit, and (b) this Service Agreement will be deemed to be automatically amended to substitute the Replacement Unit for the returned Enrolled Capital Unit on **Exhibit A**. Notwithstanding anything to the contrary in this Service Agreement, Enrolled Capital Units that are not experiencing a service or repair issue are not eligible for the replacement services provided under the VSP.

Section 3.3. Preventative Maintenance Kits. For enrolled Precision Flow capital equipment units, in addition to service and repairs, commencing on the Effective Date and on each anniversary of the Effective Date during the Coverage Term, Vapotherm shall provide Customer with a preventative maintenance kit (“PM Kit”), further defined below. The PM Kit to be provided shall alternate between the following PM Kits. The initial PM Kit, to be provided on the Effective Date, shall be PM Kit A.

- VapoCare™ Preventative Maintenance Kit A contains: four (4) 5 Micron Filters and one (1) O2 Sensor,
- VapoCare™ Preventative Maintenance Kit B contains: (4) 5 Micro Filters, one (1) O2 Sensor, and one (1) Battery Pack.

Section 4. Billing, Payment, Pricing. Upon Vapotherm's receipt of this Service Agreement executed by Customer, and a corresponding purchase order, Vapotherm will bill Customer one third of the Total Service Fee set forth above. Before the first and second anniversaries of the Effective Date, Vapotherm will provide Customer an additional bill for the second and third installments, respectively, of the Total Service Fee. Each such bill shall be for an amount equal to one third of the Total Service Fee. Payment terms for each installment of the Total Service Fee are net 30 days from the date of invoice.

Section 5. Shipping. Vapotherm will cover cost of shipping Enrolled Capital Units and Replacement Units to and from the Customer under this Service Agreement.

Section 6. Discount Requirements. Customer acknowledges that any incentive, discount, rebate or reward offered under this Service Agreement constitutes a discount in price subject to 42 U.S.C. 1320a-7b. Customer agrees that it shall disclose any such discount on any cost reports submitted to any federal or state programs. Customer's enrollment in the VSP is not in exchange for, or in connection with, the referral of any other business or arrangement with Vapotherm or any of its affiliates.

Section 7. Warranty. Any repair services conducted by Vapotherm hereunder will be provided in a good and workmanlike manner and in accordance with reasonable standards of care. Any Replacement Unit provided hereunder will be provided with Vapotherm's one-year standard manufacturer's warranty as set forth in the applicable operator's manual. EXCEPT AS SET FORTH IN THIS VAPOCARE SERVICE PROGRAM AGREEMENT OR IN THE APPLICABLE OPERATING INSTRUCTION MANUAL, VAPOTHERM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMMERCIAL UTILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8. Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR LOST PROFITS OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This Service Agreement does not cover: (a) damage caused by misuse (including failure to adhere to the product's Instructions for Use), neglect (including failure to perform preventive maintenance in accordance with Vapotherm's instructions and specifications), accident or causes external to an Enrolled Capital Unit (including failure of or faulty electrical power); (b) any Enrolled Capital Unit on which the serial number or lot code has been removed or made illegible; (c) any Enrolled Capital Unit or part thereof that has been disassembled, serviced, reassembled or modified by anyone other than Vapotherm; (d) re-use of a product sold for single use; or (e) performance of preventive maintenance.

Section 9. Assignment. Neither party may assign this Service Agreement nor any of its rights or obligations, without the prior written consent of the other party. Notwithstanding the foregoing, Vapotherm may assign this Service Agreement and any of its rights hereunder, and may delegate any obligation hereunder, without the written consent of Customer, to: (a) any affiliate of Vapotherm, (b) any purchaser of all or substantially all of the assets of Vapotherm or of the line of business to which this Service Agreement relates, or (c) any of Vapotherm's lenders or other financing sources as collateral.

Section 10. Entire Agreement. This Service Agreement constitutes the entire agreement between Vapotherm and Customer regarding the subject matter hereof and supersedes all previous agreements with respect thereto.

Signatures on the following page

Duly executed as of the Effective Date:

CUSTOMER NAME

By: _____

Name: _____

Title: _____

VAPOTHERM, INC.

By: _____

Name: _____

Title: _____

VAPOTHERM, INC.

By: _____

Name: _____

Title: _____

Exhibit A: Enrolled Capital Units

Pricing & Coverage

\$2,199.00 per/unit (<2 Years of Age)

3-Year Coverage (from Effective Date)

[illegible]

*An Enrolled Capital Unit must be less than two (2) years old from its manufacture date as of the Effective Date to eligible for the VapoCare Service Plan. Any unit listed above that does not meet such qualification as of the Effective Date will be deemed to be deleted from this Service Agreement.

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