

## GAUMARD SALES TERMS AND CONDITIONS

These Gaumard Scientific Company, Inc. (“Gaumard”) Sales Terms and Conditions (“Terms”), dated September 9, 2025 (the “Effective Date”) are between Contra Costa County, a political subdivision of the state of California (“Customer”), and Gaumard, and apply to the sale or use of Gaumard-branded equipment (“Equipment”), and Gaumard-branded supplies (“Supplies”), collectively referred to as “Product” or “Products”, and the Services (as defined in Section 2 (Prices)), and Gaumard Software (“Software” as defined in paragraph 12) between Gaumard and Customer (collectively, “Party” or “Parties”). The Parties, intending to be legally bound, agree as follows.

- 1. Agreement.** Customer agrees to purchase from Gaumard the Products set forth in the quotes and invoices accepted by both Customer and Gaumard from time-to-time, and Gaumard agrees to supply the Products and Services. These Terms, along with any Gaumard Exhibits, any applicable Gaumard Quotation, Gaumard Invoice documents, Gaumard Limited Product Warranty documents, Gaumard Cares Service Plan documents, and any other purchasing or service documents executed by both Parties constitute the complete and entire agreement between Gaumard and Customer (collectively referred to herein as the “Agreement”). This Agreement will supersede all other quotations, agreements, understandings, warranties, and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer’s purchase order terms and conditions) containing pre-printed or additional terms that conflict with or attempt to modify this Agreement in any way are hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties.
- 2. Prices.** Prices, fees, and charges for Products and services (including maintenance, installation, and training as described in the applicable Gaumard Quotation, Gaumard Invoice, Gaumard Limited Product Warranty documents, or Gaumard Cares Service Plan documents (“Service” or “Services”) are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate before shipment of Products. Customer is responsible for payment of any applicable taxes, whether invoiced by Gaumard or not. Unless such certificate is furnished, Customer agrees to pay at its sole expense all applicable taxes, assessments, fees, penalties, import duties, and merchandise processing fees that may be levied or assessed upon Customer or Gaumard with respect to this Agreement, the Products, or any interest therein. Gaumard reserves the right to increase prices by giving thirty (30) days prior written notice to Customer.
- 3. Payment.** Unless otherwise agreed to in writing by Gaumard, Customer shall pay invoices net thirty (30) days from the invoice date. A late charge will be due on any unpaid balance at a rate of 1.0% per month or the maximum rate otherwise permitted by law, whichever is lower. Gaumard may charge interest at the maximum rate permitted by law on all amounts not paid by the invoice due date. Gaumard is not obligated to deliver any Product or perform any Service during any period when Customer payment is past due. Customer will be responsible for all costs (including reasonable attorneys’ fees and costs of court) incurred by Gaumard to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

- 4. Product Shipment and Risk of Loss.** Unless otherwise agreed to in writing by Gaumard, all Products will be shipped F.O.B. Origin, regardless of any provisions for payments of freight, insurance, the form of shipping documents, or selection of carrier by Gaumard. As such, title to the Products passes to the Customer at the shipping dock of Gaumard (or of Gaumard's supplier or authorized agent). Customer is responsible for shipping charges and for the cost of insurance paid to cover any losses that may occur from Gaumard's shipment point to Customer's receipt. Gaumard will provide reasonable assistance to Customer in processing any loss claims. Gaumard shall use reasonable efforts to meet the Gaumard-specified delivery dates. If Gaumard fails to make delivery within a reasonable time for reasons other than Customer's fault or circumstances beyond Gaumard's reasonable control, then Customer's sole remedy is to terminate the applicable Gaumard Invoice, whereupon Gaumard will refund any pre-payments received from Customer relating to such Gaumard Invoice.
- 5. Installation and Acceptance.** Purchase Orders are subject to: 1) written acceptance by Gaumard; 2) receipt by Gaumard of required deposits or pre-paid amounts, as applicable; and 3) continuing credit approval. If applicable, Gaumard will install Equipment at an agreed upon location ("Installation"). All Products shall be deemed accepted upon delivery to Customer's location or dock. Installation is subject to Customer's cooperation in preparing and maintaining the site in compliance with Gaumard specifications, including but not limited to, provision of necessary permits, site readiness (any applicable electrical and other connections are installed and available for use), and all environmental conditions. If Customer's site is not fully prepared for Installation of the Products, Gaumard will not be able to perform the Installation and Customer shall be solely responsible for any storage, handling, or other arrangements to hold the Products for future Installation. If applicable, Customer and Gaumard shall jointly set a new Installation date. Customer shall ensure that the site is fully prepared for Installation before attempting to re-schedule Installation, that Product to be installed is available onsite, and shall bear all costs associated with the Installation and re-scheduling of same.
- 6. Delay of Performance.** The Parties' obligations under this Agreement are subject to force majeure events, including but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of the Parties. Gaumard reserves the right during any shortage period to: (a) make Supplies available to Customer (as Gaumard deems appropriate) and (b) make substitutions and modifications in the specifications of any Products, provided such substitutions or modifications do not materially affect the performance of Products.
- 7. LIMITED PRODUCT WARRANTY.** Gaumard warrants that if a Gaumard-branded Product proves to be defective in material or workmanship within one year from the date on which title to the Product passes to the Customer ("Limited Product Warranty Period"), Gaumard will, at Gaumard's option, repair or replace the Gaumard Product. This Limited Product Warranty covers all defects in material and workmanship in the Gaumard Product, except: (a) Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard Product; (b) Damage resulting from failure to properly maintain or store the Gaumard Product in accordance with Gaumard Product instructions, including failure to properly clean the Gaumard Product; and (c) Damage resulting from a repair or attempted repair of the Gaumard Product by anyone other than Gaumard or a Gaumard representative. Replacement parts are warranted for the remainder of the Limited Product Warranty Period or ninety (90) days from shipment of a replacement part, whichever is longer. Services are warranted to be supplied in a workman-like manner. Gaumard does not warrant that use of the Gaumard Products will

be uninterrupted or error-free, or that the Products will operate with non- Gaumard authorized third-party products. THE FOREGOING LIMITED PRODUCT WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED PRODUCT WARRANTY. THIS LIMITED PRODUCT WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED PRODUCT WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED PRODUCT WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE OR "AS-IS" BASIS.

- 8. Limited Product Warranty: Claims and Remedies.** In the event of any Limited Product Warranty claim, Gaumard, at its option, will repair or replace with new or repaired items any Product part or component that is covered by the Limited Product Warranties specified in Section 7 of these Terms (the "Limited Product Warranty"). At its option, Gaumard also may choose to issue a credit to Customer in an amount equal to the depreciated price of the product. Items, including parts, repaired or replaced shall become Gaumard property. All Limited Product Warranty claims shall be initiated by contacting Gaumard within the applicable Limited Product Warranty Period and within thirty (30) days after discovery of the alleged non-conformity. If Customer has failed to notify Gaumard within the applicable Limited Product Warranty Period, then Customer shall be barred from instituting any action thereafter. Customer shall not return any Product to Gaumard without prior authorization from Gaumard. If the necessary repairs to the Product are covered by the Limited Product Warranty, then Customer shall pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the Product to Gaumard and for sending the Product back to the Customer. However, if the necessary repairs to the Product are not covered by the Limited Product Warranty, then Customer shall be liable for all repair costs in addition to costs of shipping and handling. Upon request, Gaumard must be given access to and an opportunity to inspect the Product and any working areas and storage areas. These remedies shall comprise Gaumard's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity.
- 9. LIMITATION OF LIABILITY.** GAUMARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE),

DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE, OR USE OF PRODUCT OR SERVICES ORDERED OR FURNISHED, OR FROM ANY CAUSE RELATING THERETO. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM GAUMARD'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL GAUMARD BE LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE RELATED TO A PRODUCT OR SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD FOR SUCH PRODUCT OR SERVICE.

**10. Governmental Authorizations.** Customer is responsible for compliance and costs associated with all required licenses, permits, or other governmental authorizations, including but not limited to, any license or certification needed for Customer to use the Product, and any export or import license, exchange permit, or the like ("Licenses"), even if applied for by Gaumard on Customer's behalf. If any authorization is delayed, denied, revoked, restricted, or not renewed, Gaumard shall not be liable, and Customer is not relieved of its obligations. Customer agrees that it shall handle all Product and technical data related to the Licenses so that it conforms to all applicable U.S. Laws and Regulations, including U.S. Export Licensing Laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Gaumard except as U.S. Laws and Regulations expressly permit.

## **11. Indemnity.**

- a. Gaumard agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Customer for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Gaumard's negligence or willful misconduct or (2) infringement or misappropriation by Gaumard of any United States intellectual property rights under this Agreement. If Gaumard becomes aware of a third party claims that Gaumard's intellectual property infringes a third party's rights, Gaumard will (i) obtain the right for Customer to continue using the product, (ii) modify the product so that it is no longer infringing provided that the Gaumard-branded products are used in the manner as intended by Gaumard, or (iii) if neither (i) or (ii) is possible, terminate this Agreement and provide a credit to the Customer in an amount equal to the depreciated price (based on a seven year useful life) of the Gaumard-branded product, provided, however, if the alleged infringement prevents Gaumard from continuing to license the Gaumard-branded product to Customer, Gaumard will refund Customer the depreciated price (based on a seven year useful life) of the Gaumard-branded product.
- b. Customer agrees to indemnify, defend and hold Gaumard, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Gaumard for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's negligence or willful misconduct; (2) infringement or misappropriation by Customer of any United States intellectual property rights under this Agreement; or (3)

Customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

- 12. Software License.** For purposes of these Terms, the term “Software” is defined as all Gaumard-branded computer software, firmware, and associated documentation, whether in printed or machine-readable form, supplied by reason of this Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer's use of the Software is governed by the Gaumard End User License Agreement attached as Exhibit A (Gaumard End User License Agreement) to these Terms.
- 13. Confidential Information.** Customer shall maintain the confidentiality of any information provided or disclosed by Gaumard that is marked as confidential or should reasonably be understood to be confidential to Customer relating to the Software (as defined above), the Product, the Equipment, the Supplies, business or customers of Gaumard, (“Confidential Information”). Customer shall use reasonable care to protect the confidentiality of Gaumard's Confidential Information, but no less than the degree of care it would use to protect Customer's own confidential information, and shall only disclose Gaumard's Confidential Information to its employees and agents having a need to know this information and who are subject to written confidentiality agreements having terms at least as restrictive as those contained herein. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure. Gaumard shall keep the identity of individuals Customer serves confidential.
- 14. Intended Uses.** Products are only intended for the uses described in the applicable user's guide or instructions for use. Customer assumes all risks associated with non-listed uses of Products and hereby indemnifies and holds Gaumard harmless from any claim associated with such non-listed uses.
- 15. Compliance with Laws.** Gaumard and Customer agree to comply with all federal and state laws that govern the enforceability and performance of this Agreement.
- 16. HIPAA Compliance.** The Parties shall not transfer any personal patient information or Protected Health Information (as that term is defined under HIPAA) between them. However, the Parties understand and agree that this Agreement may become subject to the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”), the privacy and security regulations promulgated thereunder, including 45 C.F.R. 160, 162 and 164, as amended (the “HIPAA Regulations”), and Title XIII of Division A and Title IV of Division B (the “Health Information Technology for Economic and Clinical Health Act (“HITECH”), part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (“ARRA”). The Parties agree to comply with HIPAA and to execute any documents that may be required by HIPAA, HITECH, and any other applicable federal or state privacy laws and regulations. The Parties agree that if they directly or indirectly gain access to Protected Health Information held by the other Party during any interaction, the receiving Party will keep the Protected Health Information confidential under the terms of this Agreement.
- 17. Voice Capture.** Some Gaumard Products use cloud-based speech recognition technologies that listen for voice inputs and send voice data to cloud-based speech recognition technologies. Voice data is used to power Gaumard's speech recognition feature by creating a text transcription of your spoken words. Microsoft (or another vendor) will be able to review snippets of the voice data or voice clips



in order to build and improve its speech recognition technologies. Gaumard will be able to review the text transcriptions in order to improve its simulation technologies. Gaumard and Microsoft protect users' privacy by taking steps to de-identify the data, requiring non-disclosure agreements with relevant vendors, and requiring that employees and vendors meet high privacy standards. Customer shall inform all persons using the Gaumard Products with speech recognition technologies of the voice capture features and obtain any consent(s) from such persons as may be necessary to comply with applicable laws or regulations in Customer's jurisdiction.

- 18. State Reporting and Disclosure Laws.** Unless otherwise noted in this Agreement, the cost of any Product training provided by Gaumard shall be included in the purchase price of the Product where applicable. Customer acknowledges and agrees that state reporting laws may require Gaumard to disclose certain aspects of this arrangement.
- 19. Fraud and Abuse.** Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- 20. Regulatory Compliance.** The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.
- 21. Term.** This Agreement commences on the Effective Date and continues perpetually, unless terminated earlier in accordance with the terms hereof. Either party may terminate this Agreement if the other party fails to cure a breach of this Agreement within thirty (30) days of written notice from the other party describing the breach. Either party may terminate this Agreement by providing at least sixty (60) days written notice prior to the anniversary of the Effective Date. Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to terminate this Agreement (including any Purchase Orders) if any of the following situations arise: (1) the other Party becomes insolvent or is unable to pay debts as they become due; (2) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (3) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.

- 22. Waiver and Severability.** If either Party fails to perform obligations under this Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of this Agreement is separate and independent of one another, and the unenforceability of any provision will not affect the enforceability of any other provision. If any provision is held to be excessively broad or unenforceable, such provision shall be modified so that it is enforceable to the fullest extent possible by law.
- 23. Assignment.** Customer shall not assign this Agreement without the prior written consent of Gaumard. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and assigns of Customer.
- 24. Notices.** Any required notices will be given in writing to a party as set forth in the applicable Gaumard Invoice or other purchasing document.
- 25. Governing Law.** Upon execution, this Agreement shall be governed and viewed under the laws of the State of California without reference to its conflict of laws provisions. Customer and Gaumard specifically agree that any action relating to the relationship between the Parties, this Agreement, or Products provided, purchased or licensed hereunder, shall be brought and tried in the State or Federal Courts of the City of San Francisco, County of San Francisco, State of California. Customer waives all objections to, and consents to the jurisdiction of such Courts.
- 26. Miscellaneous; Survival.** Any provision of this Agreement that imposes upon Customer an obligation after termination or expiration of this Agreement, including but not limited to any definitions appearing in this Agreement as well as Sections 3, 5 through 16 inclusive, and 18 through 26 inclusive, shall survive termination or expiration of this Agreement and be binding upon Customer, its successors and permitted assigns.

The parties hereto have executed this Agreement as of the date first set forth above.

Gaumard Scientific Company, Inc.

Contra Costa County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### GAUMARD END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**”) sets forth the respective rights and responsibilities between Contra Costa County, a political subdivision of the State of California (“**End User**”) and Gaumard Scientific Company, Inc., a Florida corporation (“**Gaumard**”), relative to the Gaumard Software (as defined below). This EULA is effective as of the Effective Date set forth in the Agreement between End User and Gaumard to which it is attached. BY USING THE GAUMARD-BRANDED SOFTWARE, END USER IS AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF END USER DOES NOT AGREE, END USER MAY NOT USE THE GAUMARD SOFTWARE.

#### 1. Definitions.

- 1.1 “**Gaumard Documentation**” means the Gaumard user guides and related materials provided by Gaumard to End User to facilitate use of the Gaumard Products.
- 1.2 “**Gaumard Equipment**” means Gaumard-branded hardware components for medical simulation and training, including manikins and associated instrumentation, sold by Gaumard to End User.
- 1.3 “**Gaumard Products**” means Gaumard Equipment sold or otherwise made available by Gaumard to End User currently or in the future.
- 1.4 “**Gaumard Software**” means the object code form of computer programs and Gaumard Documentation owned by Gaumard or its licensors and licensed to End User in accordance with this EULA. Gaumard Software includes (a) computer programs embedded in firmware in the Gaumard Equipment; (b) computer programs embedded in a separate medium (such as a CD or flash drive) for use in conjunction with the Gaumard Equipment; (c) computer programs downloaded or received from Gaumard; (d) computer programs used on servers storing or processing data related to the Gaumard Products; and (e) computer programs used to create and manage a network for the Gaumard Equipment, interface with the components of the Gaumard Equipment, manage and compute location information related to the Gaumard Equipment, and monitor health of the Gaumard Equipment.

#### 2. Software License and Restrictions.

- 2.1 License. Gaumard hereby grants End User a non-exclusive, non-transferable (except as otherwise set forth herein), limited, personal license to execute and use the Gaumard Software for End User’s internal business purposes, but only so long as the Gaumard Software is installed on the Gaumard Product on which it was originally supplied. End User may not, directly or indirectly, sell, sublicense, display, timeshare, loan, lease, make or have made, distribute, or create derivative works of the Gaumard Software. All other rights are reserved to Gaumard. Gaumard may terminate the foregoing license if End User fails to comply with the terms and conditions of this EULA, the Gaumard Sales Terms and Conditions to which this EULA is attached, the Gaumard Invoice, the Gaumard Limited Product Warranty, or the Gaumard Cares Service Plan Agreement attached hereto as Exhibit B and incorporated herein.
- 2.2 Ownership. All rights, title, and interest in and to the Gaumard Software, and any derivative works thereof, whether created by Gaumard, End User, or a third party, will remain at all times solely and exclusively owned by Gaumard. Nothing in this EULA or the Gaumard Invoice will be construed to



grant End User any rights of any kind with respect to the Gaumard Software, except as expressly set forth in this EULA.

- 2.3 Reverse Engineering and Other Restrictions. End User will not, and will not allow any third party to, tamper with, modify, decompile, disassemble, derive the source code of, reverse engineer, or attempt to obtain the internal design of the Gaumard Software or Gaumard Products for any purpose whatsoever (collectively, “**Restricted Acts**”). If applicable law permits End User to take any of the Restricted Acts notwithstanding the previous prohibition, and End User wishes to take any Restricted Act notwithstanding the previous prohibition, End User will first provide Gaumard with thirty (30) days prior written notice. Gaumard may terminate this EULA at any time during such notice period without liability arising from such termination. The Parties agree that all information needed for interoperability for the Gaumard Products is available from Gaumard in accordance with applicable government directives as well as the contemplated permitted uses for the Products by Customer.
- 2.4 Updates. From time-to-time Gaumard may develop new versions or updates for the Gaumard Software that may be made available to the End User. Unless otherwise agreed to by Gaumard, End User shall be responsible for installing the provided new versions or updates for the Gaumard Software.
- 2.5 Proprietary Notices. End User agrees to maintain and reproduce on all copies of the Gaumard Software, any names, logos, copyright notices, trademarks, other proprietary markings, and legends that appear on the Gaumard Software.
- 2.6 Control of Duplication. End User will not, nor will it allow any third party to, circumvent the protection controlling the duplication or use of the Gaumard Software, for example and without limitation, any software lock controlling the number of copies End User may make of the Gaumard Software.
- 2.7 No Source Code. End User acknowledges and agrees that its rights under this EULA do not include rights to source code. In its exercise of the rights granted under this EULA, End User agrees not to take any action that would result in any requirement to disclose or make available to other parties the Gaumard Software in source code format.
- 2.8 Certification. Upon thirty (30) days written notice to End User from Gaumard, End User shall certify End User’s compliance with the restrictions and obligations in this EULA. Such requests will not occur more frequently than once per calendar year. If End User has used the Gaumard Software in violation of this EULA, End User shall, in addition to any other remedies Gaumard may have, pay Gaumard additional fees for the excess use according to Gaumard’s then-current price list and policies, plus a late payment charge of one percent (1.0%) per month (or the highest amount allowed by applicable law, if lower) for each month of excess use from the date of initial excess use.
- 2.9 Privacy and Recordings. End User will comply with all applicable laws, rules and regulations related to privacy, publicity and data protection related to use of the Gaumard Products. End User shall not use the Gaumard Software to record or collect personal data from any person in violation of End User’s policies or privacy statements. End User shall receive express consent from all persons recorded by the Gaumard Software sufficient for End User’s use, storage, and distribution of such recordings. Notwithstanding this provision, the Parties acknowledge and agree that the Gaumard Products and Gaumard Software are provided solely for use as medical training and simulation tools and not for actual treatment of patients. The Parties are not planning to transfer any personal patient information between them, nor shall Customer store, introduce, download or load personally identifiable data or patient information into the Gaumard Products or Gaumard Software.

### **3. Term and Termination.**

- 3.1 Term. This EULA commences on the Effective Date and continues perpetually, unless terminated earlier in accordance with the terms hereof.
- 3.2 Termination for Cause. This EULA is automatically terminated by Gaumard if the other Party materially breaches this EULA, the Gaumard Sales Terms and Conditions, the Gaumard Quotation, Gaumard Invoice, the Gaumard Limited Product Warranty, or the Gaumard Cares Service Plan Agreement. In addition, Gaumard may terminate this EULA if: (a) End User becomes insolvent or makes an assignment for the benefit of End User's creditors; or (b) a receiver is appointed or a petition in bankruptcy is filed with respect to End User and such petition is not dismissed within thirty (30) days.
- 3.3 Effect of Termination. Upon the termination of this EULA for any reason, all licenses granted in Section 2 above will immediately cease and terminate. Upon termination, End User will immediately cease using the Gaumard Software.
- 3.4 Survival. Sections 3 through 6 will survive the termination of this EULA.

### **4. Confidential Information; Trademarks.**

- 4.1 Confidential Information. End User acknowledges and agrees that the Gaumard Software is Confidential Information and contains trade secrets of Gaumard. End User agrees to: (i) hold the Gaumard Software in the strictest confidence; (ii) not disclose the Gaumard Software to any third party for any purpose; and (iii) use at least the same security measures as End User uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the confidentiality of the Gaumard Software. End User agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause Gaumard irreparable harm and Gaumard may obtain injunctive relief without the requirement to post a bond as well as seek all other remedies available to Gaumard in law and in equity in the event of breach or threatened breach of such provisions.
- 4.2 Trademarks. End User may not use Gaumard's trademarks, logos, service marks, or names in press releases, web sites, marketing, or other forms of public materials without the prior written consent of Gaumard. All use of the Gaumard trademarks and all goodwill associated with them will inure solely to the benefit of Gaumard.

### **5. Disclaimer; Limitation of Liability; Infringement Indemnification.**

- 5.1 Limited Software Warranty and Disclaimer. For a period of twelve (12) months from the Effective Date, Gaumard will: (a) provide all updates to the Software that are made available generally and (2) use reasonable efforts to fix or provide a workaround for any Gaumard Software issue or bug that may prevent operation in substantial conformity with the Gaumard Documentation. Other than the above, the Gaumard Software is provided "as-is," with no express or implied warranties of any kind, including the warranties of merchantability, fitness for a particular purpose, or non-infringement. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE,

SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED SOFTWARE WARRANTY. THIS LIMITED SOFTWARE WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED SOFTWARE WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT PROVIDED TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED SOFTWARE WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE BASIS.

5.2 **Limitation of Liability.** THE TOTAL LIABILITY, IF ANY, OF GAUMARD TO END USER OR ANY THIRD PARTY FOR ALL DAMAGES BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, TORT, OR OTHERWISE, ARISING FROM THE GAUMARD PRODUCTS IS LIMITED TO ANY AMOUNT OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD WHICH WAS PAID BY CUSTOMER FOR THE GAUMARD PRODUCTS AND SERVICES. IN NO EVENT WILL GAUMARD BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.3 **Infringement Indemnification.** Gaumard will, as further described below, indemnify, defend, and hold End User harmless, at its expense, against any claim or suit brought by a third party against End User alleging that any Gaumard Software furnished under this EULA infringes the United States patent, trademark, copyright or other intellectual property right of a third party. Gaumard will pay all reasonable settlements entered into or damages finally awarded by a court of appropriate jurisdiction, including reasonable attorneys' fees and costs, based on any such claim or suit; provided that End User gives Gaumard prompt written notice of such claim and gives Gaumard information, reasonable assistance, and sole authority to defend or settle the claim. In defense or settlement of the claim, at its sole discretion, Gaumard shall obtain for End User the right to continue using the Gaumard Software, replace or modify the Gaumard Software so that it becomes non- infringing, or, if such remedies are not reasonably available, grant End User a refund for the associated Gaumard Products (depreciated over three years) and accept their return. Gaumard shall not have any liability if the alleged infringement is based upon: (a) the use or sale of the Gaumard Software in combination with other products or devices not furnished by Gaumard; (b) the use of the Gaumard Software in a manner for which they were not designed as described by the Gaumard Documentation; (c) any modification of the Gaumard Software not performed by or authorized by Gaumard; (d) any use of Gaumard Software by End User after End User learns of such allegation of infringement; (e) any failure by End User to

utilize a non-infringing version of the Gaumard Software made available by Gaumard along with notice that such update is non-infringing; or (f) Customer's use of an earlier version or versions of the Gaumard Software for which Gaumard has made an update available and Customer either did not obtain or did not install the updated version(s). The obligations set forth in this Section 5.3 are Gaumard's sole obligations, and End User's sole and exclusive remedy, for any claims that Gaumard Software infringes third party intellectual property rights.

## **6. Miscellaneous.**

- 6.1 **Binding Effect; Assignment.** This EULA will be binding upon, and inure to the benefit of, End User's and Gaumard's respective permitted successors and permitted assigns. Neither Party may assign or transfer this EULA or any of the rights, privileges, duties or obligations under this EULA without the prior written consent of the other Party, except that either Party may assign this Agreement to any entity controlled by, controlling, or under common control with such Party, as well as in connection with the sale, transfer, merger, or acquisition, whether by operation of law or otherwise, of substantially all of the assets of a Party.
- 6.2 **Notices.** Any written notice required by this EULA will be deemed made (a) when delivered by personal service; (b) upon receipt after being sent by recognized international overnight courier service (such as FedEx); or (c) when received, if sent by certified or registered mail, postage prepaid, return receipt requested. Any such notice given to a Party shall be sent to the addresses on the attached Gaumard Invoice. By giving to the other Party written notice thereof, the Parties and their respective permitted successors and assigns will have the right from time to time to change by written notice their respective addressee or address for notices.
- 6.3 **Applicable Law.** The validity of this EULA and the rights, obligations and relations of the Parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of California, without regard to its provisions on conflicts of laws. All disputes arising under or related to this EULA shall be resolved exclusively in the State or Federal Courts located in the City of San Francisco, County of San Francisco, State of California. The Parties consent to the jurisdiction and venue of such Courts and waive any claims as to inconvenient forum. The judgments of such Courts may be enforced in any court of competent jurisdiction.
- 6.4 **Export Control.** End User will not export or re-export the Gaumard Software, including any technical data, except as authorized and permitted by, and in compliance with, the laws and regulations, including but not limited to all export and re-export laws and regulations, of the United States.
- 6.5 **Severability.** If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 6.6 **Entire Agreement.** This EULA constitutes the entire Agreement and understanding of the Parties relating to the subject matter of this EULA. This EULA supersedes all prior written and oral agreements and all other communications between End User and Gaumard (or a Gaumard distributor) regarding the subject matter of this EULA. No contradictory terms and conditions of any quotation, invoice, or other document issued by End User relating to the subject matter of this EULA shall be binding, unless agreed by the parties.
- 6.7 **Waiver of Breach.** No waiver by a Party of any breach of this EULA will constitute a waiver of any other breach of the same or other provisions of this EULA. No waiver by a Party will be effective unless made in a record signed or otherwise authenticated by an authorized representative of such

Party.

- 6.8 Relationship of the Parties. The Parties are independent contractors. Nothing in this EULA or in the activities contemplated by the Parties will be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party will have any responsibility or liability for the actions of the other Party except as expressly provided in this EULA. Neither Party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other Party. This EULA is made and entered into for the sole protection and benefit of Gaumard, its licensors and suppliers, and End User as listed on the Gaumard Invoice for the Gaumard Products and Services. No other person or entity shall be a direct or indirect beneficiary of this EULA nor shall any other party or entity have any direct or indirect cause of action or claim arising from this EULA.
- 6.9 Fraud and Abuse. Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- 6.10 Regulatory Compliance. The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.



**Exhibit B**  
**GAUMARD END USER LICENSE AGREEMENT**

**GaumardCares Essential, GaumardCares Plus, and GaumardCares Premium Service Plan Agreement**

1. **Introduction:** This GaumardCares Essential, GaumardCares Plus, and GaumardCares Premium Service Plan (“Agreement”) governs the product services provided to the Customer by Gaumard Scientific Company, Inc., a Florida Profit Corporation, with the principal address of 14700 SW 136 Street, Miami, Florida 33196 (hereinafter, “Gaumard”) under the Service Plan purchased by the Customer. The terms of this Agreement, the Purchase Order Form, and the Gaumard Sales Terms and Conditions are each part of this Agreement.
2. **Definitions:** The following terms have the meanings set forth below for the purposes of this Agreement.
  - a. “Customer” is the first purchaser and/or the first end user of the Products.
  - b. “Products” are the product(s) indicated on the Purchase Order Form for which the Customer has purchased a Service Plan and indicated on the Gaumard Cares Essential, Cares Plus, and Cares Premium Service Plan Summary attached hereto as Exhibit 1 (GaumardCares Service Plan Summary).
  - c. “Purchase Order Form” is the written confirmation of the Customer’s purchase order that has been accepted in writing by an authorized representative of Gaumard.
  - d. “Service Plan” is the level of Service Plan—Cares Essential Plan, Cares Plus Plan, Cares Premium Plan—purchased by the Customer for the Products on the Purchase Order Form and as indicated on Exhibit 1 (GaumardCares Service Plan Summary).
  - e. “Standard Limited Warranty” is Gaumard’s Exclusive One (1) Year Limited Warranty that accompanies the Products as defined in Sections 7 and 8 of the Gaumard Sales Terms and Conditions.
  - f. The “Term” of this Agreement begins on the Term Start Date and extends for the length of the Service Plan—5 years, 3 years, 2 years (“Standard Initial Extended Service Plan”) or as part of the extension purchase of the Service plan, after year 1 or 2 following the expiration of the Standard Initial Extended Service Plan—purchased by the Customer for the Products and indicated on the Gaumard Cares Service Plan Summary.
  - g. “Term Start Date” is the date on which ownership of the Products transfers from Gaumard to the Customer as indicated on the Gaumard Essential Cares, Cares Plus, and Cares Premium Service Plan Summary and as specified under the terms of the Gaumard Sales Terms and Conditions.
3. **Repairs and Preventative Maintenance:**
  - a. **Covered Repairs:** Gaumard will, at Gaumard's option, repair or replace a Product manufactured and produced by Gaumard that proves to be defective in material or workmanship during the term of this Agreement, including all defects in material and workmanship in the Product, except for:

- i. Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Product;
- ii. Damage resulting from failure to properly maintain the Product in accordance with Gaumard's Product instructions, including failure to properly clean the Product;
- iii. Damage resulting from a repair or attempted repair of the Product by anyone other than Gaumard or a Gaumard representative; and
- iv. Any Products or components of the Products manufactured by third parties, such as computers (desktop, laptop, tablet, or handheld) and monitors (standard or touch-screen). Defects in such third-party Products or components are covered solely by the warranties and/or service plans provided by the respective third-party manufacturers. To the extent possible, such third-party warranties and/or service plans shall be transferred from Gaumard to purchaser upon the Customer's purchase of the Product. Gaumard does not provide any warranty, express or implied, or service plan with respect to any third-party Products or component. Customer shall contact the third-party manufacturer for information regarding the availability of extended warranties and/or service plans for the third-party Products or components.

**b. Covered Preventative Maintenance (PM):** For Premium Plan and Plus Plan, Gaumard will perform Product PM at the request of the Customer up to a maximum of one (1) time per year during the Term of this Agreement. Product PM is not a substitute for proper Product maintenance and care by the Customer. Product PM is designed to work in conjunction with the Customer's proper use and maintenance of the Product to ensure that the Product is operating properly and in a fully functional manner. Product PM will vary from Product to Product, but may include such things as installing software updates, calibrating components, etc. The Customer is responsible for the cost of replacing any components during a Product PM that are not otherwise covered by the Standard Limited Warranty or this Agreement, such as consumables or other components that may be listed in the applicable Product user guide.

**c. Location of Covered Repairs and Preventative Maintenance (PM):**

- i. **Onsite:** For Premium Service Plan only, Gaumard will perform PM at the Customer's site. For Premium Service Plans only, Gaumard will perform repairs at the Customer's site.
- ii. **Offsite:** For Cares Plus and Cares Essential Service Plan only and unless otherwise agreed to by Gaumard, all repairs and PM will be performed at an authorized Gaumard facility. Gaumard is responsible for the shipping, handling, and related costs for sending the product to the Gaumard facility and returning the product to the Customer's site.

**d. Loaner Product:** A loaner Product or loaner component may be provided to the Customer during the time period in which the Product or component of the Product is being repaired or serviced by Gaumard. Loaner products and components are only available with the Premium Service Plan and the Plus Service Plan. Loaner Products and loaner components are provided based on availability and on a first-come, first-served basis. Following Customer's receipt of the loaner Product from Gaumard, Customer acknowledges and agrees to ship the damaged Product to Gaumard for inspection and repair within ten (10) days. Customer acknowledges and agrees that if the loaner Product is not received at the Gaumard facility within thirty (30) days of the Customer receiving

the loaner Product, Customer may be responsible for additional fees (up to the full cost of the loaner Product). Once the Customer receives the repaired Product, Customer acknowledges and agrees that the loaner Product shall be returned to Gaumard immediately upon the Customer receiving the repaired or serviced Product. Customer acknowledges and agrees that if the loaner Product is not received at the Gaumard's facility within seven (7) business days of the Customer receiving the repaired or serviced Product, Customer may be responsible for additional fees (up to the full cost of the loaner Product).

#### 4. Customer's Responsibilities:

- a. **Payments:** Customer shall make timely payments for the Products and the Service Plan in accordance with the payment terms of this Agreement and/or the Purchase Order Form. In the event Customer fails to make a timely payment in accordance with the terms of the applicable agreement, all of Gaumard's obligations under this Agreement shall be suspended until the Customer pays the outstanding balance, including any late fees or other applicable surcharges.
- b. **Training:** To facilitate understanding of the proper operation and maintenance of the Products, Customer shall have an authorized representative attend at least one Product training session for each of the Products purchased.
- c. **Maintenance:** Customer shall use the Products and perform preventative maintenance on the Products in accordance with Gaumard's Product instructions.
- d. **Requesting Repair/Preventative Maintenance (PM):** In the event Customer believes a repair or PM of a Product is needed, Customer shall contact Gaumard (Telephone: Toll-free in the USA: (800) 882-6655; Worldwide: +1 (305)971-3790; E-mail: support@gaumard.com) and provide (1) Product information, including Product model number, Product serial number, Purchase Order Form number, and/or other Product information requested by Gaumard to assist Gaumard in identifying the Product and (2) Information about the symptoms of the Product. When needed, Gaumard will instruct the Customer to send the Product or component of the Product to an authorized Gaumard facility for servicing. Gaumard is responsible for the shipping, handling, and related costs of sending the Product to the authorized Gaumard facility. Customer shall NOT return the Product or component of the Product to Gaumard without prior authorization.
- e. Customer shall ensure that any Gaumard-branded Product(s) that are shipped to Gaumard by Customer for a covered repair will be shipped properly in the shipping box. Customer will ensure that there are no other tracking labels (aside from the tracking label provided by Gaumard to Customer) on the shipping package. Customer shall also ensure to properly affix the plastic shipping pouch where the label will be provided. Should Customer not have a plastic shipping pouch, Customer shall ensure to use clear shipping tape over the shipping label to ensure that the shipping label is entirely covered. Gaumard shall not be responsible for any Gaumard-branded Product that is lost during transit.
- f. **Backup Data:** Customer shall backup any data, software, or other information stored on or with the Product prior to a Product repair or PM. Customer acknowledges that during the course of a

repair or PM Gaumard may reformat the Product, resulting in the loss of all data, software, or other information stored on or with the Product.

## 5. Term and Termination:

- a. Unless otherwise terminated earlier in accordance with this Agreement, this Agreement shall automatically terminate at the end of the Term.

### **EXHIBIT 1** *(GaumardCares Service Plan Summary)*

<b><u>COVERAGE</u></b> – Brief Description	<b><u>GAUMARD CARES SERVICE PLAN LEVEL</u></b>		
	<b>Cares Premium Plan</b>	<b>Cares Plus Plan</b>	<b>Cares Essential Plan</b>
<b><u>Offsite Repairs</u></b> – Covered Product repairs will be made at an authorized Gaumard repair facility during the Term of the Service Plan	X	X	X
<b><u>Loaner Product</u></b> – A loaner Product may be provided to the Customer for use during a covered repair of the Customer’s product	X	X	
<b><u>Offsite Preventative Maintenance</u></b> – Covered Preventative Maintenance will be performed at an authorized Gaumard repair facility by authorized Gaumard personnel during the Term of the Service Plan		X	
<b><u>Onsite Preventative Maintenance</u></b> – Covered Product preventative maintenance will be performed at the Customer’s site	X		
<b><u>Onsite Repairs</u></b> – Covered Product repairs will be performed at the Customer’s site	X		
<b><u>Customer Experience POC</u></b> – A Customer Experience Point of Contact (POC) is included for anytime that the simulator needs to be shipped to the Gaumard facility for servicing	X		

<b><u>Technical Support</u></b> - Live technician support – Monday through Friday; 8:00 am to 5:30 pm EST, excluding holidays	X	X	X
<b><u>Parts and Labor</u></b> - Parts and labor are included for covered repairs	X	X	X
<b><u>Shipping Costs</u></b> - Shipping costs are included to the Gaumard facility for a covered repair and return shipping costs back to customer.	X	X	X
<b><u>Product Knowledge Training</u></b> – Access to continued product knowledge/training is available to the Customer via Gaumard’s webinars or at the Gaumard facility for the lifetime of plan coverage.	X	X	X
<b><u>Service Warranty</u></b> – Service has a warranty during the covered service plan period or for a period of ninety (90) days post expiration of such coverage.	X	X	X
<b><u>Onsite Training</u></b> – Onsite training provided up to two (2) times while product is under Gaumard Cares Service plan coverage – prior arrangement made via Customer Experience POC team not required	X		
<b><u>Standard 24/7 email responses</u></b> - Standard email responses within 24 hours of receiving a customer’s email is included, provided that it is within Gaumard’s business hours and not on a holiday	X	X	X

**GaumardCares Essential Plan** is available for the following Simulators: S300.100.250; S300.100.215; S300.105.250; S300.105.215; S1020; S901; S550.100.250; S222.100.250; S300.110.250; S300.110.215; S1000; S1030; S1001; S3040.10; S2209; S2210; S3010; S3004; S3005; S554.100; S3040.50; S3000; S2000; S2101; S2400; S574.100; S2220; S3040.100; S3201; S2225; and S2200

**GaumardCares Plus Plan** is available for the following Simulators: S2210; S3010; S3004; S3005; S554.100; S3040.50; S3000; S2000; S2101; S2400; S574.100; S2220; S3040.100; S3201; and S2225



**GaumardCares Premium Plan** is available for the following Simulators: S3000; S2000; S2400; S574.100; S2220; S3040.100; S3201; S2225; S2200; and S5301

Previously purchased Gaumard Cares Service Plan(s) (i.e. Bronze, Silver, Gold, Platinum, and Platinum Plus Plans) will be honored for the duration of the original term. Gaumard Cares Service Plan(s) offered prior to January 10, 2025 will no longer be available. Service Plan is non-transferrable. The opt-in period is six (6) months post customer's simulator purchase.