

CAE Healthcare's Healthcare Education Products General Terms and Conditions ("HEPGTC")

These terms and conditions (the "**Agreement**") shall govern the sales of the products by CAE Healthcare set forth on the attached quotation ("**Product(s)**"), and apply to all quotations made, order acknowledgments sent, purchase orders for the Products 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This Agreement may not be added to, modified, superseded, or otherwise altered, except by a writing signed by an authorized CAE Healthcare representative.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 acknowledgment, 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, 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. PURCHASE ORDERS.

- 1.1 All orders placed with CAE Healthcare for the Products 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, whether or not the orders have been accepted by CAE Healthcare. If orders for the Products exceed CAE Healthcare's available inventory, CAE Healthcare shall allocate such available inventory on a basis that CAE Healthcare, in its absolute discretion, deems equitable.

2. TITLE

- 2.1 Products are those identified in CAE Healthcare's corresponding quotation and are specific educational products comprised of, as the case may be, hardware, "Software" (meaning the software, in object code form, embedded in or bundled with the Product or required to operate the Product, as the case may be) "Data" (meaning all related Product documentation and information), End User License and other related license agreements and materials, as packaged in a single commercial package; Products may also contain a personal computer.
- 2.2 Customer acknowledges that solely title to the hardware shall transfer to Customer, as the Software and Data are licensed and not sold to Customer. Customer agrees that its use of the Software and Data is governed by the terms and conditions of the End-User License referenced in the quotation. Acceptance of this Agreement includes acceptance of the End-User License and avails as delegation of authority by Customer to its employee/representative operating the Product to click "Accept" to the End-User License, as applicable.

3. DELIVERY AND RISK OF LOSS

- 3.1 Shipment terms of the Product shall be FOB Shipping Point, unless otherwise identified in the CAE Healthcare quotation. Upon receipt of acceptance of quotation, CAE Healthcare shall notify Customer of expected delivery date and installation services, if such services are indicated in the quotation. In addition, if training is also indicated in the quotation, CAE Healthcare and Customer shall agree on the dates for the training for Customer's employees. Notwithstanding anything

indicated in the quotation, risk of loss shall pass to Customer upon delivery at the Customer delivery point indicated in the quotation (the “Site”).

- 3.2 CAE Healthcare shall use reasonable efforts to make deliveries of orders so accepted in accordance with the requested delivery date, but 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 for any delay in delivery or error in filling any orders for any reason whatsoever, whether or not the orders have been accepted by CAE Healthcare.

4. **ACCEPTANCE**

- 4.1 Any Product shall be deemed accepted by Customer unless a written notice of defect is received by CAE Healthcare within ten (10) calendar days of delivery. Upon receiving Customer’s notice of defect, CAE Healthcare will have the option to repair the Product on site. If this option to repair on site is not successful within a reasonable timeframe, CAE Healthcare will provide Customer a return merchandise authorization (“RMA”) for the defective Product. Within ten (10) calendar days of receiving the RMA, Customer shall return the defective Product to CAE Healthcare’s designated repair facility. CAE Healthcare shall decide on the shipping method and shall pay for shipping costs (subject to the type of warranty covering the defective Product). At CAE Healthcare’s option, CAE Healthcare will either (i) exchange such Product for a new one of the same type (in which case, the freight for such replacement Product shall be paid by CAE Healthcare) or (ii) terminate the order (and refund the purchase price if Customer has already paid the applicable invoice for such defective Product). The remedies described above shall be Customer’s sole and exclusive remedies for cancellation, rejection or claim of breach for defective Product. If the Product has been (i) modified or altered by Customer, (ii) abused or misused, or (iii) used in a manner or in operating environment other than that for which it is designed to operate, Customer shall be deemed to have accepted the Product. Customer’s acceptance of Products tendered under this Agreement shall be final and irrevocable. Except as provided in this paragraph, Customer shall have no right to return any Products.

5. **PRICE AND PAYMENT**

- 5.1 The purchase price for the Products shall be as indicated in the quotation, which price includes license fees for the Software and Data, installation and training for operation of the Product, where such services are indicated on the quotation as being sold with the Product, as well as the price for any option offered and accepted to by Customer, including when applicable for the Product options for installation and training services and/or extended warranty services (the “Price”).
- 5.2 For clarification, any option for maintenance services for a Product offered in the quotation will be quoted separately and such services shall be governed by CAE Healthcare’s Support and Maintenance Agreement.
- 5.3 Payment for Products ordered from CAE Healthcare must be prepaid unless CAE Healthcare has, in its sole discretion, granted Customer credit approval, in which case, payment is due thirty (30) days from the date of invoice. CAE Healthcare reserves the right to terminate or modify any credit terms granted to Customer when, in CAE Healthcare’s sole discretion, CAE Healthcare believes that such action is warranted.
- 5.4 All payments will be made in the currency indicated on the quotation, by wire transfer of funds or by check, as per the instructions indicated by CAE Healthcare.
- 5.5 All sums not paid when due shall accrue interest daily at the lesser of (i) an annual rate of 18% or (ii) the highest rate permissible by law on the unpaid balance until paid in full.

- 5.6 In addition to the Price, Customer is responsible for the payment of any and all taxes and duties as indicated hereafter
- 5.7 CAE Healthcare may, without Customer's consent, assign and/or transfer its rights to receive payments hereunder.

6. TAXES AND DUTIES

- 6.1 In addition to the Price, Customer is responsible for the payment of any and all income, sales, use, consumption, value added, turn over, excise, custom duties or other taxes and like charges in connection with this Agreement (except for the corporate income taxes levied and calculated on net income under the law of the jurisdiction of the CAE Healthcare entity, issuer of the quotation), levied or required to be withheld from payment(s) to CAE Healthcare by any taxing authority or any other body having jurisdiction under any present or future law, whether now hereafter in force and effect.
- 6.2 To the extent that Customer is required under applicable laws to withhold or deduct taxes on any payment to be made to CAE Healthcare, then the amount payable shall be increased by the amount that will result in CAE Healthcare receiving the amount it would have received absent such withholding tax or deduction. If CAE Healthcare is required to pay any of the aforementioned fees and/or taxes or any penalties or interest payments thereon (so long as such penalties or interest are not due to CAE Healthcare default of any legal or contractual obligation), then any such payments made by CAE Healthcare shall be promptly reimbursed to CAE Healthcare by Customer.

7. FEEDBACK

- 7.1 Customer agrees to provide CAE Healthcare from time to time, with comments, suggestions, data, information or feedback (the "Feedback") on the Product. Customer acknowledges and agrees that such Feedback may be freely used by CAE Healthcare, at its sole discretion, for the design, development, improvement, marketing and commercialization of its products and services, without any restrictions based on confidentiality or intellectual property rights. Customer further agrees that CAE Healthcare may use as Feedback any information transmitted with a warranty claim made by Customer.

8. PRODUCT INTELLECTUAL PROPERTY

- 8.1 Customer acknowledges that the Products' contents are confidential and subject to protection as trade secrets of CAE Healthcare and agrees that it shall not attempt and shall use its best efforts to prevent its employees, agents, and/or contractors, from reverse engineering, decompiling or disassembling the Products or otherwise attempting to discover the internal workings and design of the Products or of deriving the source code of any software embedded in the Products.
- 8.2 Customer agrees that it will not remove, move, cover-up, deface or otherwise interfere with any CAE Healthcare patent markings, copyright notices or trademarks as such appear or are placed on the Products.
- 8.3 Some Products may provide Customer with the option of saving and reproducing the images created by such Products ("**Work**") during their use. In this regard, Customer hereby recognizes that the entire rights, title and interests in and to such Work remain the exclusive property of CAE Healthcare. Customer shall not modify such Work in any way whatsoever and shall not remove or alter any CAE Healthcare notices. However, Customer is permitted to produce and reproduce such Work only for non-commercial educational purposes.

9. **IMPORT**

- 9.1 Customer shall be solely responsible for obtaining, and complying with (i) all import laws and regulations, and government approvals or permits necessary to either import or use the Product at the Site, and (ii) all export laws and regulations, and government approvals or permits necessary to return the Product from the Site to CAE Healthcare upon the termination in whole or in part of this Agreement. CAE Healthcare shall comply with export laws and regulations for the export of the Product to the Site.

10. **EXTENDED WARRANTY**

- 10.1 Customer will have the option to purchase directly from CAE Healthcare either a regular or a premium extended warranty for its Products, at the then applicable price. When purchasing said extended warranty, Customer must provide the serial number of the Product for which the extended warranty is purchased. If contracted for, the extended warranty will start post Warranty Period. However, if the extended warranty is not contracted annually, CAE Healthcare reserves the right to adjust the fee for such services at the time of subscription, taking into account the number of updates that may be required to bring the Product held by Customer to the latest CAE Healthcare version of such Product. The extended warranty is subject to CAE Healthcare's Support and Maintenance Agreement ("SMA"), which can be unilaterally amended anytime at CAE Healthcare's discretion upon notice to Customer, and to payment by Customer of the then applicable annual fee.

11. **LIMITED WARRANTY**

- 11.1 Warranty Period and Coverage. CAE Healthcare warrants to Customer that, commencing upon thirty (30) days after shipment of the Products and for one (1) year thereafter (but only for ninety (90) days with respect to the ExamSIM Product), or such longer term if Customer purchased an extended warranty (the "**Warranty Period**") on a) CAE Healthcare interface devices and software and b) hardware, (i) the Products will substantially comply with the published specifications set forth in CAE Healthcare's user documentation for the Products; and, (ii) if delivered on CD(s), the media on which the Products are furnished shall be free from defects in materials and faulty workmanship under normal use. CAE Healthcare makes no warranty as to the Products after the Warranty Period. 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 Warranty Services. Customer's sole and exclusive remedy under the Warranty Period shall be, at CAE Healthcare's option, to either (i) provide on-site 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, and any maintenance fees paid by Customer, which relate to the defective Products, less a pro rata amount equal to any support and maintenance which Customer actually received. CAE Healthcare shall be responsible for any shipping costs, subject to the level warranty covering the Products, and any replacement parts. If a Product needs to be shipped to CAE Healthcare, Customer will follow the RMA procedure, which may be amended from time to time in CAE Healthcare's sole discretion. As such, if the option to repair on site is not successful within a reasonable timeframe, CAE Healthcare will provide Customer a return merchandise authorization ("RMA") for the defective Product. Within ten (10) calendar days of receiving the RMA, Customer shall return the defective Product to CAE Healthcare's designated repair facility. CAE Healthcare

shall decide on the shipping method and shall pay for shipping costs (subject to the type of warranty covering the defective Product).

- 11.3 Any warranted part which is repaired or exchanged shall have a warranty period equivalent to the longer of CAE Healthcare standard warranty for parts indicated below in Section 11.4 or the remainder of the Warranty Period.
- 11.4 Repairs post Warranty: If a CAE Healthcare's Product is the object of repairs outside of the Warranty Period, CAE Healthcare warrants a) that the repairs will be performed in a competent and workmanlike manner and b) all parts used to repair the Product will comply with published specifications, including parts that may be refurbished, used, or of like materials, and such replaced parts will bear a warranty period of one hundred eighty (180) days from delivery of the repaired item, which warranty is subject to the terms contained in Section 11.2, 11.6 and following.
- 11.5 Notwithstanding anything contained in this Section 11, Customer acknowledges that there is no warranty for consumable material.
- 11.6 Conditions of Warranty Services. The above remedies are available only (i) if CAE Healthcare is notified in writing, within the Warranty Period or, as applicable the warranty period for the repairs post warranty, 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.
- 11.7 WARRANTIES EXCLUSIVE. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE, PERSONAL AND NON TRANSFERABLE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- 11.8 Disclaimer: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations and exclusions may be limited in their application. When implied warranties may not be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives Customer specific legal rights; Customer may have other rights that may vary depending on local law. Statutory rights, which may not be excluded or limited, are not affected by this clause.

12. **FORCE MAJEURE**

- 12.1 Dates and times by which CAE Healthcare is required to perform any obligations under this Agreement or its corresponding CAE Healthcare quotation shall be postponed automatically for the period of time that CAE Healthcare is prevented from meeting such obligations by reason of force majeure, act of God or any cause beyond its reasonable control.

13. **SPECIAL TERMS FOR PRODUCTS SOLD IN THE US**

- 13.1 The Products are "Commercial Items" as defined in the Federal Acquisition Regulations §2.101 and may consist of "Commercial Computer Software" and "Commercial Computer Software

Documentation” in accordance with Federal Acquisition Regulations §12.212 and DFARS §227.7202.

- 13.2 Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or Data by the U. S. Government, or any of its units or agencies shall be governed solely by the terms of this Agreement and any End-User License Agreement. Any technical data provided by CAE Healthcare with the Products that is not covered by the above provisions is deemed to be "technical data-commercial items" pursuant to DFARS 252.227.7015(a).

14. LIMITATION OF LIABILITY

- 14.1 Customer acknowledges that the Product is a simulator and agrees to use it solely as an educational tool. AT NO TIME SHALL THE PRODUCT BE USED TO DIAGNOSE OR CURE A HUMAN BEING’S CONDITION OR IN A LIFE-SAVING SITUATION. USE OF THE PRODUCT WITH REAL SUBJECTS COULD CAUSE SERIOUS INJURY OR DEATH.
- 14.2 The Products cannot be used in any device or application where the failure, malfunction or inaccuracy of the Product carries a risk of death or serious bodily injury, such as, but not limited to moving vehicles, medical equipment, life support or other application representing a similar degree of hazard. Any such use is prohibited without prior written agreement of CAE Healthcare under terms intended to allocate the risks of selling the Product for such uses. Customer will indemnify, defend and hold CAE Healthcare harmless from all claims, losses, damages and expenses, including attorneys’ fees arising from any such prohibited use of the Products.
- 14.3 **CAE HEALTHCARE SHALL NOT BE RESPONSIBLE FOR THE COMPETENCY OF ANY PERSON WHO MAY RECEIVE TRAINING BASED ON THE PRODUCT OR FOR THE EXERCISE OF ITS SKILLS BY SUCH PERSON AFTER COMPLETION OF ANY COURSES USING THE PRODUCT. CAE HEALTHCARE DOES NOT GUARANTEE THAT ANY PERSON RECEIVING TRAINING FROM THE PRODUCT DELIVERED PURSUANT TO THE COMMERCIAL AGREEMENT WILL ACHIEVE THE NECESSARY PROFICIENCY TO QUALIFY FOR ANY LICENSE, CERTIFICATES OR RATINGS ISSUED BY ANY REGULATORY AGENCY OR GOVERNMENT AUTHORITY.**
- 14.4 IT IS FURTHER UNDERSTOOD THAT CAE HEALTHCARE SHALL ALSO HAVE NO LIABILITY WHATSOEVER CONCERNING DAMAGES ARISING OUT OF OR RELATING TO UNAUTHORISED ACCESS AND/OR ALTERATION OR DESTRUCTION, BY ANY THIRD PARTY, OF ANY DATA CREATED BY A CAE HEALTHCARE PRODUCT, OR THE CUSTOMER’S COMPUTER SYSTEM.
- 14.5 IN NO EVENT WILL CAE HEALTHCARE BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CAE HEALTHCARE HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CAE HEALTHCARE’S LIABILITY TO CUSTOMER FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER.

15. LIMITED REMEDIES FOR INFRINGEMENT

- 15.1 In the event Customer learns that there is, or may be, any infringement or unauthorized use of the Product or disclosure of Confidential Information, Customer shall promptly notify CAE Healthcare in writing of same. In the event of a possible infringement or unauthorized use of the Product, CAE

Healthcare retains the sole right, in its sole discretion, to commence a legal action or to take any action in response thereto. Customer shall cooperate and provide all available non-confidential, non-privileged information and assistance to CAE Healthcare in such regard. CAE Healthcare shall not be bound by any settlement or compromise of any charge of infringement made without its written consent. Customer acknowledges that CAE Healthcare shall have the right to take such measures which CAE Healthcare deems appropriate to minimise any potential damages due to any alleged claim. Customer agrees not to assert against CAE Healthcare any infringement claims on the Software, Data and/or the Products.

- 15.2 If a final judgment is obtained prohibiting the use by Customer of any part of the Product by reason of infringement of a registered copyright or patent, CAE Healthcare will, at its option and expense, either (i) procure for Customer the right to continue to use the Product; (ii) modify the Product so that it becomes non-infringing; or (iii) repurchase/reimburse from Customer the fee paid for the Product and/or documentation less depreciation at the rate of twenty-five percent (25%) per year, or pro rata for part of the year, from the date of commencement of the term of use of the Product to the date of repurchase of the Product.
- 15.3 LICENSEE ACKNOWLEDGES THAT THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO LICENSEE RELATED TO CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

16. **RESALE OF PRODUCT**

- 16.1 Unless Customer is a CAE Healthcare authorized distributor of Products, Customer is prohibited from purchasing Products to resell same for profit, or to resell the Products for profit.
- 16.2 Any re-sale of Products by Customer is subject to CAE Healthcare's consent, not to be unreasonably withheld, and to export laws. Prior notification of potential transferee, location where the Product will be moved and a written undertaking, enforceable by CAE Healthcare, from the potential transferee agreeing to abide by the terms of this Agreement shall be provided to CAE Healthcare. Any re-sale without prior CAE Healthcare's written consent is deemed null and void.

17. **TERMINATION**

Customer may terminate this Agreement upon thirty (30) days' written notice to CAE Healthcare.

- 17.1 CAE Healthcare may terminate this Agreement, immediately upon written notice to the Customer, should the Customer:
- (a) make an assignment for the benefit of creditors, or any proceedings are instituted by any party or against it seeking to declare it bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property;
 - (b) attempt to, directly or indirectly, assign or transfer any of the rights granted to it pursuant to this Agreement without CAE Healthcare's prior written authorization; or
 - (c) disclose in whole or in part any confidential information, uses the Product otherwise than as authorized herein or is otherwise in breach of its obligations to protect the intellectual property contained in the Products including, without limitation a breach of Section 8 (Product Intellectual Property).
- 17.2 In addition, should Customer fail to comply with any other terms and conditions of this Agreement and such failure is not cured or remedied to CAE Healthcare's satisfaction within ten (10) days after receipt of CAE Healthcare's written notice, CAE Healthcare may terminate this Agreement immediately.
- 17.3 Upon termination of this Agreement, Customer agrees to immediately discontinue use of the Product,

and to return same and any Data provided to Customer to CAE Healthcare as well as any

copies, summaries or extracts thereof, with any associated CD ROM(s), keys, dongles or other devices as may be directed by CAE Healthcare. At CAE Healthcare's request, Customer shall promptly provide a written certificate signed by an officer of Customer confirming that such items have been returned to CAE Healthcare or destroyed as so directed by CAE Healthcare.

- 17.4 The following shall survive and continue in full force and effect notwithstanding any termination of this Agreement: Section 8 (Product Intellectual Property), Section 14 (Limitation of Liability), 18 (Governing Law) as well as any other clauses which by their nature and context are intended to survive.

18. GOVERNING LAW

- 18.1 This Agreement shall be governed by, subject to, and interpreted according to the laws of the State of California, U. S. A., without regard to its conflict of law rules. In all cases, 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.

- 18.2 The exclusive forum for the resolution of any and all disputes arising out of or in connection with this Agreement shall be a court of appropriate jurisdiction located in the State of California, U.S.A. Each Party hereby waives any right that it might otherwise have to object to such venue or seek dismissal of the action on the basis of forum non-conveniens. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

- 18.3 Notwithstanding the foregoing, if a party seeks injunctive proceedings to preserve confidentiality obligations or intellectual property rights, then it is entitled to seek relief before the competent court/body of any jurisdiction.

19. MISCELLANEOUS

- 19.1 Notices: Notices or communications pertaining to this Agreement must be given in writing and delivered to the addressee at the address indicated in the quotation (or such change thereto duly communicated in writing by a party to the other) by hand, messenger, or fax, and, if so delivered shall be deemed to have been received by the addressee on the day on which it shall have been actually received, signed as received, or if faxed, shall be deemed to have been received by the addressee upon the next business day following electronic acknowledgement.

- 19.2 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.

- 19.3 Succession and Assignment. Customer may not assign or delegate this Agreement in whole or in part, expressly or by operation of law, without CAE Healthcare's prior written consent. CAE Healthcare may assign this Agreement, in whole or in part, and/or its rights and obligations, in CAE Healthcare's sole discretion, to any party; This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any assignment of this Agreement, or any license granted herein, in violation of the provisions of this Section shall be void.

- 19.4 Export Controls. Customer acknowledges that the laws and regulations of the United States may restrict the export and re-export of commodities and technical data of United States origin, including the Products. Customer agrees that it will not export or re-export Products of, or containing items of, United States origin, in any form, without the appropriate United States and foreign governmental licenses.

19.5 (Reserved).

19.6 No Waiver. No delay or omission by either party hereto to exercise any right or power occurring upon any non-compliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power to be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained.

19.7 Preamble/Headings. The preamble forms an integral part of this Agreement. The division of this Agreement into Clauses, Articles, sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

19.8 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

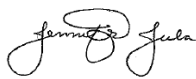
19.9 Precedence. In the event of conflict between this Agreement and the quotation, this Agreement shall prevail. In the event of conflict between this Agreement and the End-User License, the End-User License shall prevail.

19.10 Entire Agreement. The CAE Healthcare quotation, this Agreement, the End-User License constitute the complete agreement of the parties with respect to the subject matter referred to herein, and supersede any other agreements, written or oral, concerning the subject matter hereof.

19.11 Language: The parties declare that they have requested and hereby confirm their express wish that this Agreement, and related agreements and documents be drawn up in the English language and that any notification, letter or any other communication from a party to the other shall be solely in the English language.

End of CAE Healthcare HEPGTC

Accepted and Approved:



Jennifer Julia

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