



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 shall 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 A**.
 - 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 A**.
 - 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

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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

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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.
- g. **Loaner Return:** Customer shall return the loaner product provided by Gaumard to the Customer during the time period that the Customer's Product or Product component is being repaired or serviced, in the same condition as when the Customer received the loaner product.

Upon return, the loaner product will be inspected by Gaumard. Once Gaumard inspects loaner product, if Gaumard determines that the loaner product has been returned damaged, altered, or returned in a condition inconsistent with its original state when Gaumard shipped it to the Customer, then the Customer may be assessed a repair fee for the parts and labor or in the event that the loaner product cannot be repaired and requires replacement, a replacement fee of up to the current market value of the loaner product. Determination of the condition of the returned loaner product is at the sole discretion of Gaumard, based on the extent of the damage or loss.



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.

6. LIMITATION OF LIABILITY:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GAUMARD AND ITS EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM GAUMARD'S OBLIGATIONS UNDER THIS SERVICE PLAN, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND REGARDLESS OF WHETHER GAUMARD HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GAUMARD AND ITS EMPLOYEES AND AGENTS' LIABILITY ARISING UNDER THIS SERVICE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE SERVICE PLAN BY THE CUSTOMER. SOME JURISDICTIONS DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY AND THE CUSTOMER MAY HAVE OTHER LEGAL RIGHTS.

7. GENERAL:

- a. **Non-Assignable and Non-Transferable:** This Agreement applies only to the Customer and is not assignable or transferable. Any subsequent purchasers or users of the product acquire the product "as is" and this Agreement does not apply.
- b. **Choice of Law:** This Agreement shall be governed by, and the terms hereof construed in accordance with, the laws of the State of Florida without regard to conflicts of law principles. Any demand, suit or cause of action arising out of this transaction shall be brought in a federal or state court located in Miami-Dade County Florida, and the Parties hereby agree to submit to the jurisdiction of such courts and will not assert that such forum is inconvenient.
- c. **Entire Agreement:** This Agreement, the GaumardCares Service Plan Summary, the Purchase Order Form, and the Gaumard Sales Terms and Conditions, collectively, define the entire agreement between the Customer and Gaumard and supersedes any and all previous agreements, written or oral, between the Parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement, the Gaumard Cares Service Plan Summary, the Purchase Order Form, or the Gaumard Sales Terms and Conditions will be binding unless reduced to writing and signed by an authorized representative of both parties. Any term or condition on any order or other document submitted by Customer shall be of no force or effect whatsoever, and is specifically rejected.
- d. **Severability:** In the event that any provision of this Agreement is declared void, unenforceable, or against public policy, the remaining provisions of this Agreement shall remain in full force and effect, and this Agreement shall be interpreted as far as possible to give effect to the Parties' intent.
- e. **Waiver:** The waiver of a breach of any provision of this Agreement or the failure to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

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- f. **Force Majeure:** Each of the Parties shall be excused from performing hereunder because of any event outside of the Party's control that it could not have reasonably prevented (a "Force Majeure Event"). The Party affected by a Force Majeure Event shall be excused from further performance or observance of the obligations so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence its performance under the Agreement as soon as possible. Any Party so prevented, hindered or delayed by a Force Majeure Event shall within ten (10) business days of learning of the effect of the Force Majeure Event notify the Party to whom performance is due by telephone or email (to be confirmed in writing within ten (10) business days of the initial notice of such delay, if the initial notice is not in writing) and reasonably describe the circumstances of the Force Majeure Event. If Gaumard experiences a Force Majeure Event that generally affects its ability to service a substantial amount of its customer base, then Gaumard shall allocate resources to Customer as favorably as other similarly situated customers. If a Force Majeure Event prevents Gaumard from performing a time-sensitive or critical service for ten (10) consecutive business days, Customer may terminate this Agreement upon written notice to Gaumard and Gaumard will pay Customer a pro rata refund of any pre-paid fees for unused portions of the maintenance and support service or professional service.



EXHIBIT A (GaumardCares Service Plan Summary)

COVERAGE – Brief Description	GAUMARD CARES SERVICE PLAN LEVEL		
	Cares Premium Plan	Cares Plus Plan	Cares Essential Plan
Offsite Repairs – Covered Product repairs will be made at an authorized Gaumard repair facility during the Term of the Service Plan	X	X	X
Loaner Product – A loaner Product may be provided to the Customer for use during a covered repair of the Customer's product	X	X	
Offsite Preventative Maintenance – Covered Preventative Maintenance will be performed at an authorized Gaumard repair facility by authorized Gaumard personnel during the Term of the Service Plan		X	
Onsite Preventative Maintenance – Covered Product preventative maintenance will be performed at the Customer's site	X		
Onsite Repairs – Covered Product repairs will be performed at the Customer's site	X		
Customer Experience POC – 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		
Technical Support - Live technician support – Monday through Friday; 8:00 am to 5:30 pm EST, excluding holidays	X	X	X
Parts and Labor - Parts and labor are included for covered repairs	X	X	X
Shipping Costs - Shipping costs are included to the Gaumard facility for a covered repair and return shipping costs back to customer.	X	X	X
Product Knowledge Training – 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
Service Warranty – 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
Onsite Training – 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		

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Standard 24/7 email responses - 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
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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.

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