LIMITED PRODUCT WARRANTY & SOFTWARE SERVICE PLAN

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

ALEX’S COMPONENTS:

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

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

ALEX’S SOFTWARE & YOUR SERVICE PLAN:

If You purchased an ALEX Lite and have a valid claim for replacement, We will ship a replacement ALEX only upon receipt and inspection of your original ALEX. We may require a valid credit card number to ship your replacement ALEX. As part of our return process, You will receive an email notifying You when Your replacement ALEX has been placed and another email notifying You when Your replacement ALEX has shipped.

ALEX’S SOFTWARE & YOUR SERVICE PLAN:

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

Terms of Service

To use the Software, You must agree to the terms and conditions of Service. If You do not agree, You may not be able to use all of ALEX’s features and capabilities. For more information about the terms of Service, please call Us or Our authorized agent at 1-888-9ALEX-PCS.

Replacement of Parts:

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or any other form of enterprise, employment, or franchise relationship between the parties or either party shall have authority to act on behalf of the other party in any manner whatsoever.

No Third-Party Beneficiaries:

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, extends the following limited warranty ("Warranty") of a new ALEX to You or to any other entity.

Software Service Plan:

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

Replacement parts may include refurbished ALEX parts or products that have been certified by Us to conform with the applicable product specifications. This paragraph contains Your sole and exclusive remedies for any ALEX Component defect or nonconformity.

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

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ALEX’S SOFTWARE & YOUR SERVICE PLAN:

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ALEX’S SOFTWARE & YOUR SERVICE PLAN:

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

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To use the Software, You must agree to the terms and conditions of Service. If You do not agree, You may not be able to use all of ALEX’s features and capabilities. For more information about the terms of Service, please call Us or Our authorized agent at 1-888-9ALEX-PCS.

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The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or any other form of enterprise, employment, or franchise relationship between the parties or either party shall have authority to act on behalf of the other party in any manner whatsoever.

No Third-Party Beneficiaries:

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, extends the following limited warranty ("Warranty") of a new ALEX to You or to any other entity.

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

Terms of Service

To use the Software, You must agree to the terms and conditions of Service. If You do not agree, You may not be able to use all of ALEX’s features and capabilities. For more information about the terms of Service, please call Us or Our authorized agent at 1-888-9ALEX-PCS.
EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, WE MAKE NO OTHER WARRANTIES AND HEREBY DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES REGARDING ALEX, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

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

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

ALL CLAIMS FOR WARRANTY SERVICE OR SOFTWARE SUPPORT UNDER YOUR SERVICE PLAN MUST HAVE AN RA NUMBER. TO OBTAIN AN RA NUMBER OR IF YOU DISCOVER WHAT YOU BELIEVE IS A DEFECT WITH YOUR ALEX OR AN ERROR WITH THE SOFTWARE, PLEASE CONTACT US OR OUR AUTHORIZED AGENT AT HELP@PCS.AI. OUR CUSTOMER SUPPORT PERSONNEL ARE AVAILABLE DURING SUPPORT HOURS TO ASSIST YOU IN DIAGNOSING AND ADDRESSING PROBLEMS THAT YOU MAY ENCOUNTER IN THE USE OF YOUR ALEX.

MISCELLANEOUS:
None of Our employees or agents are authorized to modify any term, condition or limitation in this Warranty unless such modification is made in writing and manually signed by an authorized representative of each party.

TERMS AND CONDITIONS OF SALE:

1. Acceptance.
   (a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by Simulaids, Inc. ("Seller") to the buyer ("Buyer").
   (b) Seller reserves the right to accept or refuse any order for Goods from Buyer.

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

3. Taxes.
   All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes.

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

5. Inspection and Replacement of Nonconforming Goods.
   (a) Buyer shall inspect the Goods within 5 days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. Buyer, at its option, may return Nonconforming Goods to Seller for replacement or credit.
   (b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Replacement of Nonconforming Goods shall be at Seller's sole expense and risk.

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

7. Other."
10. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and other approvals necessary to carry out its obligations under this Agreement.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors.

12. Sublicense Grant. Seller or its licensors exclusively own all intellectual property in the Goods. The Goods contain and utilize certain software (the “Software”), which is owned by a third party. Seller hereby grants Buyer a license on a non-exclusive, non-transferable, non-assignable basis to use the Software. Buyer may not translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Software. Buyer shall indemnify, defend and hold Seller harmless from any claims, liabilities, or damages, including actual attorneys’ fees, caused in whole or in part by any violation of this sublicense or any other misuse of the Software or the Goods.

9. Limited Warranty

(a) Seller grants to Buyer the Simulaids’ ALEX Patient Simulator Limited Product Warranty and Software Plan (the “Limited Warranty”).

(b) EXCEPT FOR THE LIMITED WARRANTY, SELLER MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

(c) The limitation of liability set forth in Section 10(a) above shall not apply to death or bodily injury resulting from Seller’s acts or omissions.

(d) Seller shall not be liable for any claims or damages, including actual attorneys’ fees, assumed by Buyer in connection with any software, hardware, system or network in connection with the Goods or the Software.

10. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE GOODS SOLD THEREUNDER.

(c) The limitation of liability set forth in Section 10(a) above shall not apply to death or bodily injury resulting from Seller’s acts or omissions.

(d) Seller shall not be liable for any claims or damages, including actual attorneys’ fees, assumed by Buyer in connection with any software, hardware, system or network in connection with the Goods or the Software.

11. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent.

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

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

As the Software was developed and is owned by a third party, Seller makes no warranty of any kind regarding the Software, including, without limitation, that the Software will meet Your requirements, operate without interruption, be compatible or work with any other goods, services, technologies or materials (including any Software, hardware, system or network) or be secure, accurate, complete, free of harmful code or error free. You solely and exclusive remedy for any error or problem with the Software shall be as set forth in the Service Plan applicable to Your ALEX.

EXCLUSIONS – WHAT IS NOT COVERED?

The following items are NOT covered under this Warranty:

- Defects, damages or failures resulting from the use of ALEX in other than its normal and intended manner;
- Defects, damages or failures resulting from normal wear and tear. Use must be in accordance with Seller’s user documentation Seller may provide, including all updates, upgrades, new versions and replacements of the Software (all of which becomes part of the Software). You may not rent, lend, or lease the Software or any portion thereof, or distribute or publicly display the Software or any part thereof, in whole or in part, in any form or for any purpose;
- Cases, accessories, stains, cosmetic appearance, and normal replacement of disposable, items. Components specifically excluded from coverage under this Warranty are: (i) components that are not returnable parts, such as the IV arm skins, IV arm veins, lung bags, stomach bags, and SmartCuff™ batteries; (ii) components that are returnable parts, such as the IV arm skin cover, if repair or service is available and can be performed by a third-party software vendor; (iii) components that are not returnable parts, such as the IV arm skin cover, if repair or service is not available and cannot be performed by a third-party software vendor; (iv) components that are not returnable parts, such as the IV arm skin cover, if repair or service is not available and cannot be performed by a third-party software vendor; (v) components that are not returnable parts, such as the IV arm skin cover, if repair or service is not available and cannot be performed by a third-party software vendor; (vi) components that are not returnable parts, such as the IV arm skin cover, if repair or service is not available and cannot be performed by a third-party software vendor.

THE FOLLOWING ARE NOT COVERED UNDER THIS WARRANTY:

- Acts of God, accidents or any other causes beyond Our reasonable control, including damage caused by shipping;
- This Warranty will NOT apply if the serial number on ALEX has been altered, removed, or made illegible;
- This Warranty only applies to ALEX, and not any other products or services sold by or through Us or any of Our direct or indirect parent companies, affiliates or subsidiaries; and
- If repairs or services are not covered by this Warranty, You will be liable for all repairs, service or upgrade costs, in addition to the costs of shipping and handling.

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- IF repairs or services are not covered by this Warranty, You will be liable for all repairs, service or upgrade costs, in addition to the costs of shipping and handling.
TERMS AND CONDITIONS OF SALE

1. Applicability

(a) These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of the goods (“Goods”) by Simulaids, Inc. (“Seller”) to the buyer (“Buyer”).

(b) The accompanying invoice or confirmation of sale (the “Sales Confirmation”) and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer’s general terms and conditions or any other terms or conditions of Buyer. Seller’s offers or any order by Buyer’s representative of each party.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s payment terms specified in the quotation will control.

2. Delivery

(a) The goods will be delivered to a reasonable address within 30 days of the date of Buyer’s purchase order. Delivery shall be made FOB Seller’s location.

(b) Seller shall not be liable for any delays, loss or damage in transit. Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. These terms and conditions of sale (these “Terms”) to the buyer (“Goods”) are the only terms which govern the sale of the goods (the “Goods”) by Simulaids, Inc. (“Seller”) to the buyer (“Buyer”).

3. Inspection and Rejection of Nonconforming Goods

(a) Buyer shall inspect the Goods within 10 days of receipt (the “Inspection Period”). Seller will not serve to modify or amend these Terms. Acceptance of any order from Buyer is made expressly conditional on Buyer’s assent to these Terms. Seller rejects offers or any order by Buyer’s representative of each party.

(b) Buyer shall inspect the Goods within 10 days of receipt (the “Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller.

4. Title and Risk of Loss

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

5. Amendment and Modification

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

6. Limitation of Liability

Notwithstanding anything in this Warranty to the contrary, in no event shall We or any of Our direct or indirect parent companies, affiliates or subsidiaries be liable for any economic losses, whether in an action in contract or tort (including negligence and strict liability) or otherwise, even if We have been specifically advised of the possibilities of such damages.
10. Limitation of Liability

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO A BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNT PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

11. Indemnification

(a) buyer shall indemnify and hold seller harmless from any claims, liabilities, or damages, including actual attorneys' fees, caused in whole or in part by any violation of this sublicense or any other misuse of the Software or the Goods. Buyer shall defend, indemnify, and hold Seller harmless from any claims, liabilities, or damages, including actual attorneys’ fees, caused in whole or in part by any violation of this sublicense or any other misuse of the Software or the Goods.

(b) Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a nonconfidential basis from a third party.

12. Sublicense Grant

Seller or its licensors exclusively own all intellectual property in the Goods. The Goods contain and utilize certain software (the “Software”), which is owned by a third party and has been licensed exclusively to Seller. Seller hereby grants Buyer a limited, non-exclusive sublicense to use the Software solely in accordance with this Agreement and any applicable end user license agreement. Buyer may not sell, sublicense, transfer, assign, lease, sublicense or otherwise transfer any rights in the Software or the Goods to a third party. Buyer may not alter, modify, translate, decompile or otherwise attempt to create any source code which is derived from the Software. Buyer, shall, and is hereby required, to hold Seller harmless from any claims, liabilities, or damages, including actual attorneys’ fees, caused in whole or in part by any violation of this sublicense or any other misuse of the Software or the Goods.

13. Termination

In addition to any remedies that may be provided under the Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) breaches any of the material terms of this Agreement and any failure to cure such breach within thirty (30) days of Seller’s written notice; (ii) makes any materially fraudulent warranty claims or materially misrepresents any material fact in connection with this Agreement; (iii) is declared bankrupt or insolvent or liquidated or (iv) is dissolved or ceases to exist, or (v) is taken over or merged into another entity, or (vi) is acquired by another entity, or (vii) is dissolved by operation of law.

14. Waiver

No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising,

15. Governing Law

This Agreement shall be governed by the law of [State][Country], without regard to its conflict of law provisions. Buyer agrees to submit to the personal jurisdiction of the [State][Country] courts in any action or proceeding arising out of or relating to this Agreement.

16. Notice

Notices shall be made in writing and delivered by personal delivery or by express, certified or registered mail, return receipt requested, to Seller at [Address] or to Buyer at [Address], or as otherwise directed by Seller in writing.

17. Entire Agreement

This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.

18. Limitation of Warranty

The following items are NOT covered under this Warranty:

• Defects, damages or losses resulting from the use of ALEX in other than its normal and intended manner;

• Defects, damages or losses resulting from normal wear and tear, misuse, improper use, improper storage, unauthorized alterations or modifications, abuse, neglect, failure to follow Our specified maintenance instructions;

• Damages, losses or defects arising from acts or omissions of anyone other than Us or Our authorized agents;

• Cases, accessories, stands, cosmetic and normal replacement of disposable, items. Components specifically excluded from coverage under this Warranty include, but are not limited to, the items listed in the Sections below.

19. Complete Agreement

This Agreement constitutes the entire understanding of the parties and supersedes all prior negotiations, understandings and agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties.
Subject to the exclusions and limitations set forth in this Warranty, We warrant to You that ALEX’s Components, parts and hardware (each an “ALEX Component” and collectively the “ALEX Components”) will be free from defects in material and workmanship, under normal use and service, for the following time periods:

For ALEX Lite Components: One (1) year from the date of purchase.

ALEX Components that are neither ALEX Lite Components nor patient simulators sold by Us (each a “Non-ALEX Component”) may be refurbished by Us and sold to You, and will be free from defects in material and workmanship, under normal use and service, for the following time periods:

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

• For ALEX Lite Components: One (1) year from the date of purchase.

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

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

ALEX’S SOFTWARE & SERVICE PLAN

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