



## **ALEX PATIENT SIMULATOR**

### **LIMITED PRODUCT WARRANTY**

Nasco Healthcare, Inc. (“**We**”, “**Us**”, 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. NOTE THAT ALL ONLINE OR SOFTWARE-RELATED FUNCTIONALITY AND FEATURES OF ALEX (INCLUDING COMPUTERIZED SIMULATION FUNCTIONALITY) IS PROVIDED BY A THIRD-PARTY SOFTWARE VENDOR AND IS SUBJECT TO SEPARATE SOFTWARE TERMS AND CONDITIONS WITH SUCH THIRD-PARTY SOFTWARE VENDOR, AS FURTHER DESCRIBED AND SET FORTH BELOW.

### **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**”), excluding any and all software or other online services and functionality, 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 Lite, ALEX Plus, or ALEX Pro and have a valid claim for replacement of the ALEX or an ALEX Component, We will ship a replacement ALEX or ALEX Component to You within 24 to 48 hours after We determine Your return authorization (“RA”) request is valid and acceptable, excluding weekends and holidays. Return of Your original ALEX or Alex Component is not required until You receive the replacement. We may require a valid credit card number to ship Your replacement. As part of Our returns process, You will receive an email notifying You when Your replacement order has been placed and another email notifying You when Your replacement has shipped.

### **ALEX’s SOFTWARE & YOUR SOFTWARE SUBSCRIPTION LICENSE:**

The software contained in each ALEX (“**Vendor Software**”) is owned by a third-party software vendor (“**Software Vendor**”) and is licensed to Us with the right to grant a sublicense to You subject to the Software Vendor terms and conditions for the Vendor Software, which can be found at: <https://app.pcs.ai/terms.html> (“**Software Vendor Terms**”). If You are unable to access or find the Software Vendor Terms, please contact the Software Vendor at [help@pcs.ai](mailto:help@pcs.ai) or Us at [+1-888-925-3972](tel:+1-888-925-3972). To use the Vendor Software with Your ALEX, You are required to register the Vendor Software online with the Software Vendor. As part registering the Vendor Software, You are required to agree to, and be bound by, the Software Vendor Terms. If You do not agree to the Software Vendor Terms, You will not be able to use all of ALEX’s features and capabilities, including, without limitation, any online or computerized simulation functionality and features.

You acknowledge and agree that Your ALEX comes with a subscription to the Vendor Software for a period of five (5) years from the date of Your registration if You purchased an ALEX Lite, ALEX Plus, or ALEX Pro (the “**Initial Software License Term**”). After expiration of the Initial Software License Term, in order to continue using the Vendor Software with Your ALEX (including all online or computerized simulation functionality and features), You must additionally pay for annual Vendor Software subscription renewals, in accordance with the then-current pricing. You may have the option to renew Your annual Vendor Software subscription with either Us or the Software Vendor. If You renew the Vendor Software with Us, the renewal may also include an option to extend the warranty for ALEX Components. Please contact Us for more information regarding any potential extension of the ALEX Components warranty. **IF YOU DO NOT RENEW AND PAY FOR ANNUAL VENDOR SOFTWARE SUBSCRIPTION RENEWALS AFTER THE EXPIRATION OF THE INITIAL SOFTWARE LICENSE TERM, YOU WILL NO LONGER HAVE ACCESS OR THE ABILITY TO USE THE VENDOR SOFTWARE WITH YOUR ALEX AND WILL NOT BE ABLE TO RUN ANY SIMULATIONS WITH YOUR ALEX.**

The Software Vendor Terms detail, among other things, any Vendor Software support services available to You in the event of a covered Vendor Software error or problem. All Vendor Software support and services will be performed by the Software Vendor or Our authorized agent.

AS THE VENDOR SOFTWARE WAS DEVELOPED AND IS OWNED BY THE SOFTWARE VENDOR, IN NO EVENT DO WE

MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND REGARDING THE VENDOR SOFTWARE, INCLUDING, WITHOUT LIMITATION, THAT THE VENDOR 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. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY ERROR OR PROBLEM WITH THE VENDOR SOFTWARE WILL BE WITH THE SOFTWARE VENDOR AS SET FORTH IN THE VENDOR SOFTWARE TERMS APPLICABLE TO YOUR ALEX.

For more information and questions about the Vendor Software, including subscriptions or renewals, please call Us or Our authorized agent at +1-888-925-3972.

**DISCLAIMER OF OTHER EXPRESS AND IMPLIED WARRANTIES:**

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, WE MAKE NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ALEX, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY DISCLAIMED. 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, subsidiaries, or Software Vendor 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 Vendor 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 Vendor Software, please contact Us or the Software Vendor at [help@pcs.ai](mailto: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.

This Warranty will only apply when the original invoice or sales receipt (indicating the date of purchase and product type) is presented together with the defective ALEX or ALEX Component. We reserve the right to refuse warranty coverage if the above documentation/information cannot be presented or if the information contained in it is incomplete or illegible.

**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 officer of Nasco Healthcare, Inc. This Warranty shall be governed by, construed, and enforced in accordance with the laws of the State of New York, USA. Further, the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are hereby excluded.

### **EXCLUSIONS – WHAT IS NOT COVERED?**

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, lack of use, improper use, improper storage, unauthorized alterations or modifications, abuse, neglect, failure to follow Our specified maintenance instructions;
- Defects, damages or losses from the repair or servicing of ALEX by anyone other than Us or Our authorized agents;
- Cases, accessories, stains, cosmetic appearance, and normal replacement of disposable, items. Components specifically excluded from coverage under this Warranty include user replaceable parts such as the IV arm skins, IV arm veins, lung bags, stomach bags, and SmartCuff™ batteries;
- Any Vendor Software, including any release of new or updated Vendor Software;
- 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.