

1. General

This Training and Technical Support Agreement (this "Support Agreement") is made by and between Ventec Life Systems, Inc. ("Ventec") and _____ ("Facility"). This Support Agreement is made effective as of the date of the first patient evaluation or the invoice for the first VOCSN units, whichever date happens first (the "Effective Date"). This Support Agreement governs the training and ongoing technical support provided to you by Ventec with respect to the Products.

2. Term

Support begins upon the Effective Date and ends on the date that is one (1) year after the last purchase of a set of 10 VOCSN units (the "Support Agreement Term").

3. Limitation of Liability for Training and Technical Support

Ventec will provide ongoing training and technical support for its products to Facility staff. Training and Technical support may include onsite training and support as well as 24-hour on-call assistance via phone or online. At no time will Ventec staff, including trained clinicians that may or not be licensed to practice, be responsible for providing medical care or treatment to patients. Ventec does not assume the responsibility for patient care. Patient care at all times remains the responsibility of the treating physician and Facility staff.

Facility agrees to hold Ventec, including its staff, clinical support staff, officers, and board members, harmless from all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained through the treatment of patients, including but not limited to mistake, user error, negligence and or malpractice associated with the treatment of patients using VOCSN.

4. Training and Support Services

Ventec will provide ongoing training and support including:

1. On-site training and technical support;
2. 24-hour technical support through an established hotline to answer questions;
3. Local trained staff to provide ongoing on-site training as needed;
4. Attend scheduled meetings with Facility staff and treating medical professionals to provide device training and answer technical questions;
5. Consult with IT vendors to answer any questions that relate to VOCSN technical specifications;
6. Assist Facility staff develop training policies as procedures related to VOCSN; and

5. Governing Law

This Support Agreement shall be governed by and construed in accordance with the laws of the State of Washington, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Support Agreement to the substantive or procedural law of another jurisdiction.

6. Dispute Resolution

All disputes between the parties hereto shall be determined solely and exclusively by arbitration under, and in accordance with the rules then in effect of, the American Arbitration Association, or any successors thereto ("AAA"), in Seattle, Washington, unless the parties otherwise agree in writing. The parties shall jointly select an arbitrator. In the event the parties fail to agree upon an arbitrator within ten (10) days, then Ventec shall select an arbitrator and Facility shall select an arbitrator and such arbitrators shall then select a third arbitrator to serve as the sole arbitrator, provided that if either Ventec or Facility, in such event, fails to select an arbitrator within seven (7) days, such arbitrator shall be selected by the AAA upon application of either Ventec or Facility. Judgment upon the award of the agreed upon arbitrator or the so chosen third arbitrator, as the case may be, shall be binding and shall be entered into by a court of competent jurisdiction. Ventec and Facility agree that the existence of, proceedings related to, and resolution of any dispute shall be confidential.

7. Assignment

Neither party may assign or delegate the contract formed by this acceptance of this Support Agreement without the prior written consent of the other party, provided that Ventec may assign this Support Agreement to a person or entity into which Ventec has merged or which has otherwise succeeded to all or substantially all of Ventec's business or assets pertaining hereto.

8. Entire Agreement; Amendments

This Support Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous representations, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Support Agreement shall be binding on Ventec unless such amendment is in writing and executed by an authorized representative of Ventec.

9. Waiver

No failure to exercise and no delay in exercising on the part of Ventec any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

10. Validity of Provisions

In the event any provision or any part or portion of any provision of this Support Agreement shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.