



CPR CART

Sub-Distributor Agreement

Revision Date: 10/01/2025

This Sub-Distribution Agreement (this “**Agreement**”), dated as of _____, 2025 (the “**Effective Date**”), is entered into by and between CPR Cart LLC, a California limited liability company (“**Company**”) and _____ (“**Sub-Distributor**,” and together with Company, the “**Parties**”, and each a “**Party**”).

WHEREAS, Company is authorized by AHA and Laerdal to sell and distribute Customer Licenses for the Programs (defined below);

WHEREAS, Sub-Distributor desires to be a sub-distributor under Company’s license to distribute Customer Licenses and one or more mannequin stations approved for BLS, ACLS and PALS certification and recertification with the AHA (the “**CPR Station(s)**”);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Sub-Distributor agree as follows:

1. Definitions.

1.1 “**ACLS**”: Advanced Cardiovascular Life Support.

1.2 “**AHA**”: American Heart Association.

1.3 “**BLS**”: Basic Life Support.

1.4 “**Completion**”: a learner’s successful completion of a course or skills session recorded in the applicable system of record.

1.5 “**Customer License**”: a license or subscription for a Program.

1.6 “**Equipment**”: means the CPR Stations, security camera, posters, merchandise, and other property provided in connection with the CPR Stations.

1.7 “**KPIs**”: key performance indicators.

1.8 “**HeartSaver**”: AHA’s Heartsaver course family (e.g., Heartsaver CPR AED).

1.9 “**HeartCode Complete**”: the AHA HeartCode Complete programs for BLS, ACLS, and PALS.

1.10 “**HeartCode Cognitive (Part 1)**”: means the online learning modules for BLS, ACLS, and PALS.

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Initials: _____

1.11 **"HeartCode Skills (Part 2)"**: the hands-on skills session for BLS, ACLS, and PALS that follows completion of the HeartCode Cognitive (Part 1) module.

1.12 **"Order Form"**: The document that captures specific terms, quantities, locations, and fees for the Customer Licenses pursuant to this Agreement. Each Order Form shall be provided through Company's website.

1.13 **"PALS"**: Pediatric Advanced Life Support.

1.14 **"Premises"**: The physical office or other location of Sub-Distributor where the CPR Station(s) will be delivered, maintained and operated.

1.15 **"Products"**: the authorized AHA/Laerdal programs and services listed in Section 3.

1.16 **"RQIP Consumption Reporting"**: usage metrics and product consumption reporting provided by RQI Partners used for reconciliation, compliance, and billing.

1.17 **"Services"**: Processing of replacement part requests provided in writing from Sub-Distributor and processing of Order Forms for Customer Licenses.

1.18 **"Shipment Request"**: Sub-Distributor's written request for equipment to be released to the freight carrier for delivery to a specified location, which shall be specified in the Shipment Request. The freight carrier shall be selected by AHA and Laerdal.

2. Products and Services.

2.1 Upon receipt of a Shipment Request, Company shall arrange for AHA and Laerdal to deliver the CPR Station(s) ordered by Sub-Distributor in fully operable condition to the Premises. Such Equipment shall be paid for by Sub-Distributor according to any current cost schedule of Company or AHA/Laerdal. Sub-Distributor acknowledges Sub-Distributor will not own any CPR Station(s) but will merely be marketing and distributing them pursuant to and subject in all events to the terms of this Agreement. Company shall provide Sub-Distributor with access to a dashboard on each CPR Station for use of the mannequins and for back-end license assignment and tracking. Company shall not be responsible for installation of the CPR Station(s) and shall solely cause delivery of the same to the Premises.

2.2 Sub-Distributor is permitted to market and re-sell only the following products and services (the **"Programs"**):

- (a)HeartCode Complete
- (b)HeartCode Complete BLS
- (c)HeartCode Complete ACLS
- (d)HeartCode Complete PALS
- (e)HeartCode Skills (Part 2)
- (f)HeartCode Skills BLS (Part 2)
- (g)HeartCode Skills ACLS (Part 2)
- (h)HeartCode Skills PALS (Part 2)
- (i)HeartCode Cognitive (Part 1) – BLS, ACLS & PALS

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2.3 Sub-Distributor acknowledges and understands the above products and services are AHA and Laerdal Medical Corporation ("Laerdal") products and services, not Resuscitation Quality Improvement (RQI) products and services. Sub-Distributor will represent the products and services accordingly in all marketing, sales materials, contracts, invoices, training materials and communications. Breach of this provision may result in automatic termination of this Agreement and repossession of the CPR Stations in the sole and absolute discretion of Company. Sub-Distributor shall comply with the pricing schedule set forth in **Exhibit A**.

2.4 Sub-Distributor shall not be permitted to use AHA, RQI, or Laerdal trademarks or branding in any way. Company may require immediate removal of any unauthorized use of such marks or branding. Sub-Distributor shall also refrain from making any claims in its marketing or other communications which are inconsistent with the AHA and Laerdal program materials attached hereto or imply outcomes beyond current certification standards.

2.5 Sub-Distributor may distribute the CPR Stations to third parties pursuant to contracts with such third parties; provided, however, Sub-Distributor shall be required to use the contract form provided by Company, and in the event of termination of this Agreement for any reason, Company shall have the right, in its sole and absolute discretion, to assume or terminate such contracts with third parties.

2.6 Sub-Distributor understands and agrees this Agreement is not exclusive and Company will distribute, operate and/or market several other CPR Stations at several other locations throughout the term of this Agreement. Sub-Distributor is solely responsible for marketing its own CPR Stations. Sub-Distributor expressly acknowledges and agrees that Company does not have any non-compete or fiduciary obligations whatsoever and may continue to distribute, market, and operate, as applicable, CPR Stations in any location deemed desirable to Company, whether or not competitive with Sub-Distributor's business at the Premises. Company reserves the right to distribute CPR Stations to any party, including direct competitors of Sub-Distributor.

3. Sub-Distributor's Obligations. Sub-Distributor agrees to satisfy the obligations set forth below for the term of this Agreement:

3.1 Provide a safe and legally compliant Premises for the physical location and operation of the CPR Station(s). Sub-Distributor shall ensure that the Premises is suitable for the CPR Station(s) and that all applicable laws and regulations permit the operation of the CPR Station(s) in such Premises. Company shall have no responsibility whatsoever with respect to the Premises.

3.2 Obtain and maintain at Sub-Distributor's sole cost and expense throughout the term of this Agreement: (a) property insurance insuring against any loss or damage to the CPR Station(s), which policy may also cover Sub-Distributor's other personal property in the Premises if any, but in no event shall the policy have coverage less than \$15,000 per CPR Station ordered by Sub-Distributor; (b) comprehensive general liability (including contractual liability) insurance against claims for bodily injury (including death), personal injury and property damage occurring in or near the Premises or resulting from activities related to the Premises and use of the CPR Station(s), in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, for bodily injury (or death) and/or property damage; and (c) any other insurance required under the Lease. Company shall be listed as loss payee on Sub-Distributor's property insurance and as additional insured on all other policies and shall be provided with insurance certificates containing such information required by Company at the following times: (1) within 1 business day after submission of a Shipment Request; and (2) at such other times requested by Company from time to time.

3.3 Maintain its own means of marketing, scheduling, and day-to-day operations (e.g., website, calendar/booking tools, payments, customer communications) for the CPR Station(s).

3.4 Allow only authorized personnel to access and operate the CPR Station(s), which shall include only students who have paid for Customer Licenses and authorized employees and agents of Sub-Distributor. Sub-Distributor shall ensure all staff are trained on use of the CPR Stations and data privacy requirements.

3.5 Comply with AHA guidelines and all applicable laws, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("**FERPA**") with respect to data of students. Sub-Distributor shall not disclose student information or educational or training records without the express written consent of the student, except as expressly permitted by applicable law. Further, such information shall not be used for any purpose unrelated to this Agreement. Sub-Distributor shall be solely responsible for confidentiality of all records obtained through its website, booking platform, and operation of the CPR Stations. Sub-Distributor shall follow any policies of AHA/Laerdal or Company submitted to Sub-Distributor from time to time.

3.6 Keep the CPR Station(s) stocked with supplies and compliant with AHA rules.

3.7 Provide free and lawful access to the Premises for all necessary equipment and personnel of Company, including but not limited to access for periodic inspections.

3.8 Provide access to Sub-Distributor's books, records and data systems, including student records maintained, if any, upon 5 days' notice from Company, for the purpose of Company assessing compliance with this Agreement.

3.9 Ensure room readiness, access control, and first-line customer service for students, including cancellations, reschedules, and refunds in accordance with law and AHA/Laerdal policies.

3.10 Respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services.

3.11 Maintain the CPR Station(s) in clean and good working condition and promptly notify Company of any issues or material repairs needed. Sub-Distributor shall comply with the maintenance policies set forth by the manufacturer or the Company.

3.12 Inform Company as soon as reasonably practicable of any concerns or issues regarding the Services or the CPR Station(s).

3.13 Comply with AHA and Laerdal program standards and KPIs, including learner support protocols, station maintenance cadence, and sales/throughput performance. KPIs are set by the AHA and Laerdal Distribution Network. Sub-Distributor is required to meet the numbers cumulatively, not per CPR Station. Sub-Distributor will cooperate with Company's efforts to monitor such compliance.

3.14 Provide to Company a monthly forecast at the beginning of each calendar month and a quarterly business report promptly after the end of each quarter. Company will enable RQIP Consumption Reporting for the products. Consumption data shall be the authoritative basis for reconciliation of license usage, billing for cost of goods, and performance measurement.

3.15 Permit Company to audit Sub-Distributors records from time to time as deemed necessary by Company to validate reports, brand compliance and proper use of the website.

3.16 Timely pay the fees as provided in Section 5 of this Agreement.

Company shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Sub-Distributor, Sub-Distributor's consultants or Sub-Distributor's contractors.

4. Shipment, Freight and Delivery.

4.1 Shipment Authorization. When Sub-Distributor is ready for a delivery, Sub-Distributor shall send to Company a Shipment Request identifying the destination, delivery contact, and receiving hours for the CPR Station(s) ordered. Company will forward the Shipment request to AHA/Laerdal to process the order and delivery. Sub-Distributor agrees Company has no control over processing or shipment lead time and/or delays, as the same is handled by AHA/Laerdal. Accordingly, Company shall have no responsibility or liability with respect to the timing of shipment.

4.2 Freight Decisions. After a Shipment Request is accepted by Company and Equipment is tendered by AHA/Laerdal, changes to the order, including but not limited to changes to the equipment ordered, freight routing, carrier selection, service level, or delivery schedule cannot be made. Any rerouting, reconsignment, or delivery changes requested by Sub-Distributor must be arranged directly by Sub-Distributor with the carrier and are at Sub-Distributor's sole cost and risk.

4.3 Carrier Performance. Company is not responsible for carrier delays, charges, damage occurring in transit, or missed appointments by the carrier. Sub-Distributor must work directly with the carrier to resolve transit issues and file any claims. Company will provide reasonable documentation support upon request.

4.4 Risk of Loss. Delivery of the CPR Station(s) and any other Equipment shall be made F.O.B. AHA/Laerdal's shipping point. Risk of loss passes to Sub-Distributor upon carrier pickup at the shipping point. Risk of loss passes to Sub-Distributor upon carrier pickup at the shipping point. Sub-Distributor assumes all risk of loss, theft, casualty, or damage to the Equipment from and after tender of the Equipment to the carrier, regardless of insurance coverage. Company must inspect shipments promptly upon arrival and report visible damage to Company within 48 hours of arrival, or with respect to concealed damage, within 5 business days of arrival. Sub-Distributor must retain packaging for carrier inspection upon determining damage exists.

4.5 Site Readiness. Sub-Distributor shall ensure the Premises is ready for delivery prior to arrival of the CPR Station(s), including power, physical access, cleanliness, and security. If delivery is refused or the site is not ready, any redelivery, storage, or return freight charges shall be Sub-Distributor's responsibility.

4.6 Acceptance. Equipment is deemed accepted five (5) business days after delivery if no defect report is submitted to Company within such period.

5. Fees and Compensation to Company. Sub-Distributor agrees to pay the following to Company as consideration for the ability to market and operate the CPR Stations.

5.1 Security Deposit. Sub-Distributor shall pay to Company a Security Deposit in the amount equal to **\$149** to secure Sub-Distributor's timely performance of this Agreement (the "**Deposit**"). The Deposit shall not be required to be segregated from other funds of Company and shall not accrue interest. In the event Sub-Distributor breaches any of its obligations under this Agreement, Company shall be entitled, but not obligated, to immediately, without notice, apply the Deposit to the amount owed or damages accrued as a result of Sub-Distributor's breach, and Sub-Distributor shall be responsible for replenishing the same and paying any additional amounts remaining due to Company under this Agreement within 5 days after receipt of an invoice from Company. For the avoidance of doubt, Company's application of the Deposit to any amount due shall not constitute a waiver or cure of the default. In the event any portion of the Deposit remains unapplied upon termination or expiration of this Agreement, such unapplied portion of the Deposit shall be reimbursed to Sub-Distributor within 30 days after return of the CPR Stations in good working condition to the return address specified in writing by Company.

5.2 Monthly Station Fee. Sub-Distributor shall pay to Company a monthly station fee of \$149.00 per CPR Station ordered by Sub-Distributor, to be paid on or before the date such CPR Station is delivered, and monthly thereafter on or before the 15th day of each calendar month.

5.3 Cost of Goods and License Consumption. Sub-Distributor is responsible for timely payment of all cost of goods (COGS) arising from online modules completed by students and for all licenses consumed on mannequin stations. Usage shall be reconciled using RQIP Consumption Reporting. Costs shall be according to the cost schedule set forth in Exhibit A, subject to change at any time immediately upon notice to Sub-Distributor as a result of updates provided by AHA/Laerdal. Exhibit A to this Agreement shall be deemed immediately updated to provide new cost information from time to time as submitted by Company to Sub-Distributor in an addendum.

5.4 Replacement Parts/Supplies Costs. The cost of replacement parts needed resulting from damage, loss, or misuse shall be charged to Sub-Distributor if charged by AHA/Laerdal. Consumables and other supplies, including but not limited to ink and other necessary office supplies required to properly use the CPR Station(s) are Sub-Distributor's responsibility.

5.5 Late Payments. All fees and compensation hereunder is due to Company by the 15th of each calendar month. Any payment not received by Company on the date due shall accrue a late fee equal to the lesser of (a) 10% of the overdue amount, or (b) the maximum amount permitted under applicable law. The parties agree that such late fee represents a fair and reasonable estimate of the costs and losses that Company will incur as a result of late payment by Sub-Distributor, as Company will be required to timely pay applicable fees and charges to AHA/Laerdal regardless of timely payment by Sub-Distributor. Accordingly, such late fee is not a penalty. In addition, overdue amounts shall bear interest from the date following the due date until paid at the rate of 10% per annum, or the maximum rate permitted by applicable law, if less. If Sub-Distributor is late in payment for two consecutive months, Company may, but shall not be obligated to, suspend Services and repossess the CPR Station(s) and any and all other Equipment. In the event payment to Company remains past due for any period in excess of 30 days, Company shall have the right to terminate this Agreement upon written notice to Sub-Distributor, in which event Company shall have the immediate right to enter the Premises and collect the CPR Station(s) and any and all other equipment and property of Company, or to require that Sub-Distributor send the same to the return address specified in writing by Company.

5.6 Taxes. For the avoidance of doubt, Sub-Distributor is solely responsible for the payment of any and all taxes applicable with respect to the CPR Stations and its revenue.

5.7 Audit Rights. Sub-Distributor shall maintain complete and accurate books and records, and Company shall have the right, upon at least 10 days' prior written notice, to inspect and audit such books and records during normal business hours, not more than four times per calendar year, at Company's expense. If such audit reveals reporting errors of more than 2%, Sub-Distributor shall promptly reimburse Company for the reasonable costs of such audit in addition to paying the amount of any underpayment, with a penalty of 15% of such underpayment.

6. Limitation of Liability and Indemnification.

6.1 Limitation of Liability; Release. To the maximum extent permitted by applicable law, Sub-Distributor hereby waives the right to recover from, fully releases, and agrees not to sue Company for any costs, claims, demands, or losses (including reasonable attorneys' fees) which may arise as a result of the use of the CPR Station(s), except to the extent that such costs, claims, demands or losses caused by the willful or grossly negligent actions of Company. This release includes claims of which Sub-Distributor is presently unaware or which Sub-Distributor does not presently suspect to exist which, if known by Sub-Distributor, would materially affect Sub-Distributor's release to Company. Sub-Distributor specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Sub-Distributor agrees this Section 6.1 is a material inducement to Company agreeing to enter into this Agreement. Sub-Distributor has had a full and fair opportunity to review this Section 6.1 with counsel selected by Sub-Distributor and Sub-Distributor fully understands the meaning and consequences of this Section.

6.2 Sub-Distributor Indemnity. To the maximum extent permitted by applicable law, Sub-Distributor shall indemnify, defend, protect, and hold harmless Company and each of Company's agents, officers, directors, managers, members, partners, affiliates, and employees, (collectively, "Company Parties"), from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from the following: (a) any default by Sub-Distributor in the observance or performance of any of the terms, covenants or conditions of its lease for the Premises; (b) the use of the CPR Stations by Sub-Distributor or any person claiming by, through, or under Sub-Distributor; (c) the condition of the Premises or any occurrence or happening in, on, or about the Premises; (d) Sub-Distributor's violation of any applicable law with respect to the Premises, the marketing or the operation of the CPR Stations, or the violation of any intellectual property rights; (e) Sub-Distributor's breach of any of its obligations under this Agreement; (f) student data, records or certifications in connection with this Agreement; (g) regulatory investigations, use of intellectual property, or data breaches resulting from the use of the CPR Stations or other operations under this Agreement;

(h) Sub-Distributor's breach of any of the terms, covenants or conditions of this Agreement; (i) Sub-Distributor's distribution to third parties; or (j) any acts, omissions or negligence of Sub-Distributor or its contractors, agents, servants, employees, visitors, invitees, or licensees. Notwithstanding the foregoing, Sub-Distributor shall not be required to indemnify Company or Company Parties if and to the extent that any such claims, judgments, damages, penalties, fines, costs, liabilities, or losses arise or arose as a result of the gross negligence, sole active negligence, or willful misconduct of Company and/or any Company Parties. The provisions of this Section 6.2 shall survive the expiration or sooner termination of this Agreement with respect to any claims, costs, or liability arising out of acts, omissions, or events occurring during the term of this Agreement.

6.3 Company Indemnity. Company shall indemnify, defend, protect, and hold harmless Sub-Distributor and Sub-Distributor's agents, officers, directors, managers, members, partners, affiliates, and employees ("Sub-Distributor Parties") from and against any and all third party injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) occasioned by or arising out of: (a) any intentional misconduct or gross negligence of Company or Company Parties; or (b) any default in the performance of any obligation on Company's part to be performed under this Agreement which is not cured in the applicable cure period. Notwithstanding the foregoing, Company's indemnity obligations under this Section 6.3 shall not apply with respect to any claims, judgments, damages, penalties, fines, costs, liabilities, or losses that arise or arose as a result of the intentional or negligent acts or omissions of Sub-Distributor and/or any Sub-Distributor Parties. The provisions of this Section 6.3 shall survive the expiration or sooner termination of this Agreement with respect to any claims, costs, or liability arising out of acts, omissions, or events occurring during the term of this Agreement.

6.4 Maximum Damages. To the maximum extent permitted by applicable law, the total liability of Company whether in contract, tort (including negligence), or otherwise, arising out of or relating to this Agreement, shall not exceed, in the aggregate, the total fees actually paid to Company under this Agreement during the 12 months immediately preceding the event giving rise to such liability. The Parties acknowledge and agree that the foregoing limitation is a material term of this Agreement, that such limitation reflects a fair and reasonable allocation of risk between the Parties, and that Company's fees charged to Sub-Distributor would have been substantially higher absent such limitation. Nothing in this Section shall limit or exclude liability for (i) Company's willful misconduct; (ii) Company's actual fraud in connection with this Agreement; or (iii) liability that cannot be limited or excluded under applicable law.

7. Intellectual Property, Confidentiality, and Non-Disparagement.

7.1 Intellectual Property Rights. This Agreement does not grant Sub-Distributor any rights to the intellectual property or proprietary information of Company, the AHA, Laerdal or any of their respective supply chain partners or vendors except as reasonably necessary for the use and marketing of the CPR Stations at the Premises as provided under this Agreement. Sub-Distributor shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyze or remove components from, or otherwise reverse engineer or attempt to reverse engineer the CPR Stations or permit or encourage any third-party to do so.

7.2 Branding. Sub-Distributor shall not, without Company's prior approval, use Company's, AHA's, or Laerdal's name and/or logo in any informational, promotional, advertising, or any other material. Sub-Distributor shall be solely responsible for the branding and marketing of the CPR Stations with Sub-Distributor's own name and/or logo. Sub-Distributor shall be required to comply with any and all branding standards set forth by AHA/Laerdal which are provided to Sub-Distributor at any time.

7.3 Confidential Information. The Parties agree that all commercial, technical, financial and other confidential and proprietary information of each Party that is disclosed to the other in the performance of this Agreement shall be used solely for the purposes of this Agreement, and shall not in any way, directly or indirectly, be used to the detriment of the other Party or disclosed to any third party without the prior written consent of the Party to which the information belongs. Each Party shall take all reasonable measures to protect the confidentiality of such information, and in every case shall take at least those measures it takes to protect its own confidential information. If either Party is obligated to disclose such information through applicable law, regulation or judicial order, such Party shall inform the other party in writing at least 10 days prior to such disclosure.

7.4 No Publication. Neither Party shall issue a press release, or make any other release or publication (including reference over any website) referencing the other Party or its relationship with the other Party (collectively a "**Publication**") without first obtaining the written consent of such Party, which consent shall not be unreasonably withheld. The non-reporting Party shall have the right to review and provide reasonable revisions to any proposed Publication prior to its release.

7.5 Confidentiality of this Agreement. Sub-Distributor shall hold the terms of this Agreement in strict confidence and will not disclose the same to any person other than Sub-Distributor's directors, officers, employees, professional advisors, and any landlord of the Premises who need to know such information for the purposes of consummating this transaction and fulfilling this Agreement. Sub-Distributor shall advise such parties of the confidential nature of this Agreement.

This confidentiality obligation shall not prohibit disclosure required by applicable federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, and/or requirements; provided, however, if such disclosure is required, Sub-Distributor shall inform Company at least 10 days prior to making such disclosure.

7.6 Non-Disparagement. Sub-Distributor shall not make, publish, or communicate, nor cause or permit the making, publishing or communication, to any person or entity, or in any public forum, including but not limited to social media, news outlets, or other forms of media or communication, any comments or statements (written or oral) that seek to denigrate, disparage or otherwise negatively impact the reputation of or otherwise harm Company or the CPR Stations, or any of Company's businesses, employees, directors, officers, managers, members, shareholders, owners, contractors, or agents, or about its business or services, including but not limited to, making any such comments to the press or media or posting them on any social media or other website. The Parties acknowledge that any breach of the obligations set forth in this Section 7.6 is likely to cause substantial harm to Company's business, reputation, and goodwill, the amount of which would be impracticable or extremely difficult to determine with precision at the time of contracting. Accordingly, the Parties agree that, in the event of any breach by Sub-Distributor of this Section 7.6, Sub-Distributor shall pay to Company liquidated damages in the amount of \$25,000 for each such breach. The Parties agree that this amount represents a fair, reasonable, and proportionate estimate of the damages that Company would likely sustain as a result of such breach and is not intended as a penalty or forfeiture. This remedy shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity, including the right to seek injunctive relief.

7.7 Data Protection.

(a) Sub-Distributor shall comply with all applicable federal, state, and local data privacy, data protection, and information security laws, rules, and regulations in connection with its performance under this Agreement, including without limitation FERPA, the California Consumer Privacy Act ("**CCPA**"), and any successor or supplemental laws. Sub-Distributor shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of any personal data, student records, or other protected information accessed, received, or processed in connection with this Agreement. Sub-Distributor shall not use, disclose, or permit access to any such information except as strictly necessary to perform its obligations hereunder and only in compliance with this Agreement and applicable law. Sub-Distributor shall promptly notify Company in writing of any actual or suspected unauthorized access, disclosure, or breach of personal data or student records.

(b) Company shall have the right, on reasonable notice, to audit Sub-Distributor's data privacy and security practices to confirm compliance with this Section.

(c) Sub-Distributor shall indemnify, defend, and hold harmless Company and the Company Parties from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Sub-Distributor's or any of its employees', agents', contractors', or sub-distributors' failure to comply with its obligations under this Section 7.7, or (ii) any violation of applicable data privacy, data protection, or information security laws caused by Sub-Distributor or its employees, contractors, or agents, or otherwise resulting from the use of the CPR Stations, except to the extent caused by the gross negligence, active sole negligence or willful misconduct of Company.

7.8 Injunctive Relief. The Parties acknowledge each of them may suffer irreparable harm in the event of a breach of any provision of this Section 7, for which the injured Party has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Agreement or at law, each Party shall have the right to obtain immediate injunctive or other equitable relief upon a breach of any provision of this Section 7 by the other Party, without the necessity of giving any notice of such default or opportunity to cure the same.

7.9 Survival. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

8. AHA Agreement. Sub-Distributor understands and agrees this Agreement is subject in all respects to the terms of Company's licensing and distribution agreement with AHA/Laerdal (the "**AHA Agreement**"). In the event Company requires additional reporting from Sub-Distributor in order to comply with the terms of the AHA Agreement, Sub-Distributor shall promptly provide such additional reports on request. In the event the AHA Agreement terminates at any time for any reason, or Company is no longer permitted to distribute CPR Stations or Customer Licenses, this Agreement shall terminate without any notice requirement and Company shall be entitled to remove the CPR Stations and Equipment from the Premises within the timeframe required by the AHA/Laerdal. In the event AHA/Laerdal requires removal of the CPR Stations before all then currently scheduled appointments at the Premises can be honored, Company shall process refunds for such students (or shall reschedule such students at other locations if applicable).

9. Term and Termination. This Agreement shall be for an initial term of 12 months from the Effective Date (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional six-month terms (“**Renewal Term**”) unless either Party provides written notice of termination to the other Party at least 60 days prior to expiration of the then-current Initial Term or Renewal Term, as applicable. Additionally, Company shall have a right to terminate this Agreement: (a) for convenience at any time with 30 days’ prior written notice to Sub-Distributor, (b) immediately if Sub-Distributor fails to timely make two successive payments under this Agreement to Company, or (c) immediately if Sub-Distributor fails the KPIs for any one quarter. If a termination notice is received, except in the event such termination is required due to termination of the AHA Agreement, which shall be governed by Section 8, this Agreement shall continue until all previously scheduled students with appointments at the Premises have been able to complete their courses as scheduled (not including any extensions for such students who fail their assessments at their scheduled appointments). No additional appointments shall be accepted for the Premises after either Party receives a termination notice unless agreed by both Parties. Upon termination, Sub-Distributor shall cooperate with Company in removing the CPR Stations and any other Equipment of Company, or upon request of Company, will ship such CPR Stations and Equipment to the return address specified in writing by Company at Sub-Distributor’s expense. Additionally, upon termination, Sub-Distributor will cease use of marks, remove listings, coordinate return of any leased equipment, and complete a final accounting using RQIP Consumption Reporting.

10. Default of this Agreement.

10.1 Default by Company. If Company shall fail to perform any Company obligation under this Agreement, and any such default shall continue for a period of 30 days after written notice to Company (or if such default is incapable of being cured in a reasonable manner within 30 days then, if Company has not commenced to cure the same within said 30 day period and thereafter diligently prosecuted the same to completion), Sub-Distributor shall have the right to terminate this Agreement upon 30 days’ written notice to Company, and in such event this Agreement shall be deemed terminated on the 31st day after written notice is delivered to Company, Company shall coordinate for removal of the CPR Stations and other Company equipment from the Premises promptly thereafter, or upon request of Company, Sub-Distributor shall ship such CPR Stations and Equipment to the return address specified in writing by Company at Sub-Distributor’s expense. Upon such termination for default, Sub-Distributor shall also have any other remedies available under applicable law, provided, however, that in no event shall Sub-Distributor be entitled to any punitive or consequential damages, such as lost profits.

10.2 Default by Sub-Distributor. If Sub-Distributor shall (a) fail make any payment due to Company hereunder within 30 days of the date such payment is due, (b) consent to the appointment of a receiver, seek relief under the Federal Bankruptcy Code or any similar state statute, admit in writing its inability to pay its debts as they become due, make any assignment for the benefit of creditors generally, become the subject of an involuntary petition for bankruptcy under the Federal Bankruptcy Code, or (c) fail to fulfill any non-monetary Sub-Distributor obligation under this Agreement for a period of 30 days after written notice to Sub-Distributor (or if such non-monetary default is incapable of being cured in a reasonable manner within 30 days then, if Sub-Distributor has not commenced to cure the same within said 30 day period and thereafter diligently prosecuted the same to completion), Company shall have the right to terminate this Agreement upon 30 days' written notice to Sub-Distributor, and in such event this Agreement shall be deemed terminated on the 31st day after written notice is delivered to Sub-Distributor, Sub-Distributor shall permit entry and reasonably coordinate with Company for removal of the CPR Stations and other Company equipment from the Premises promptly thereafter, or upon request of Company, shall ship such CPR Stations and Equipment to the return address specified in writing by Company at Sub-Distributor's expense. Sub-Distributor shall pay to Company any direct expenses actually caused by Sub-Distributor's default, due within 15 days of receipt of an invoice from Company. Upon such termination for default, Company shall also have any other remedies available under applicable law, provided, however, that in no event shall Company be entitled to punitive or consequential damages, such as lost profits.

11. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, heirs, legal representatives and assigns; provided, however, neither Party shall have the right to assign any of its rights or obligations hereunder without the prior written consent of the other Party.

12. Governing Law and Dispute Resolution. This Agreement and all matters arising out of or relating to this Agreement or the Services, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles. In the event of any dispute with respect to this Agreement, the relationship between the Parties created by this Agreement, or the Services, the matter shall be submitted to arbitration in San Diego, California pursuant to the commercial arbitration rules of AAA, JAMS, or ADR Services, Inc. (collectively "**Approved Service**"). Any award or decision obtained from any such arbitration proceeding shall be final and binding on the Parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof.

No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court except: (a) an action to compel arbitration pursuant to this Section, (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section, or (c) an action for injunctive relief under Section 7 of this Agreement. The prevailing party in any such proceeding shall be entitled to its costs and reasonable attorneys' fees.

13. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth below the signatures on this Agreement (or to such other address that may be designated in writing by the receiving Party from time to time in accordance with this Section). Any such Notice shall be personally delivered or sent by nationally recognized overnight mail service. A copy of any Notice shall also be provided via email to the addresses set forth below each Party's signature. All Notices shall be deemed given when received or rejected, if given by personal delivery, or one (1) business day following deposit with a nationally recognized overnight mail service.

14. **Non-Waiver.** No failure or delay by either Party to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either Party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by such Party or any right either Party has herein to demand strict compliance with the terms hereof by the other.

15. **Force Majeure.** If performance by either Party of a specified term, condition or covenant in this Agreement (other than the payment of fees, the Revenue Share, or other charges due hereunder) is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, local, state or national emergencies, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, civil riot, flood, or any other cause not within the control of such party, the period for performance of the term, condition or covenant shall be extended for a period equal to the period such party is reasonably delayed or prevented. Notwithstanding the foregoing, lack of funds for any reason shall never constitute Force Majeure and this Section shall not under any circumstances excuse Tenant's obligation to continue to pay all fees in full as and when due under this Agreement.

16. Mutual Agreement. This Agreement reflects the mutual understanding of both Parties and each Party represents it has had a full and fair opportunity to review, and contribute to, the terms hereof. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular Party or its counsel.

17. Miscellaneous. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

CPR Cart LLC

SUB-DISTRIBUTOR:

[_____]

[_____]

Sub-Distributor's Notice Address:

Email:

Exhibit A – Authorized Products and COGS

The prices set forth herein are subject to update at any time by addendum submitted by Company as a result of price updates provided by AHA/Laerdal.

Product Family	Variant	COGs
HeartCode Complete	BLS	\$66.00 per completion
HeartCode Complete	ACLS	\$180.00 per completion
HeartCode Complete	PALS	\$185.00 per completion
HeartCode Skills (Part 2)	BLS	\$27.50 per completion
HeartCode Skills (Part 2)	ACLS	\$27.50 per completion
HeartCode Skills (Part 2)	PALS	\$27.50 per completion
HeartCode Cognitive (Part 1)	BLS	\$33.50 per completion
HeartCode Skills (Part 2)	ACLS	\$155.75 per completion
HeartCode Skills (Part 2)	PALS	\$155.75 per completion