

PRODUCT SERVICE, SUPPORT AND MAINTENANCE AGREEMENT

This Product Service, Support And Maintenance Agreement is incorporated by reference into, and made part of, the applicable underlying contracts (“Agreement”) between VirtuSense Technologies, Inc. a Delaware corporation with offices located at 4501 N. Sterling Ave, 2nd Floor, Peoria, Illinois 61615 (“Provider”) and the Customer (“Customer”) that expressly references this Product Service, Support And Maintenance Agreement. This Product Service, Support And Maintenance Agreement becomes effective as of the effective date of such Agreement (the “Effective Date”) and is subject to all terms and conditions of the Agreement and is only related to the specific Systems provided to certain post-acute Customers.

1. **Uptime Requirement.** Provider shall make the Services available at least 99% of the time measured over the time period of the Term of the Agreement exclusive of the time the Services are unavailable due to reasonable pre-scheduled downtime and failure of Customer’s internet connectivity or emergency maintenance or other such connectivity or network issues beyond the reasonable control of Provider. If the availability falls short of the above percentage of time, Provider will make a pro-rata adjustment in payments due from Customer.
2. **Product Training and Support Service:** For a period of sixty (60) days following delivery of each System to Customer, Provider will provide “train-the-trainer” services for select Customer representatives as Provider and Customer may agree. Provider shall provide its usual and customary training, consisting of scheduled personal training, live remote webinars, on-line training materials, and phone consultations. Provider will also provide or make available to Customer, at Customer’s request, commercially reasonable and remote training to support Customer’s successful use of Services, and Equipment. As an option, additional on-site training or support is available for additional three thousand dollars fee (\$3,000.00 USD) which includes all travel and expenses for two days period. For clarity, the two-day period includes travel time and does not constitute two full days of on-site training. The actual on-site hours will depend on travel schedules and logistical considerations. Additional day beyond the two-day period shall be invoiced separately.
3. **Data Portability and Deletion.** Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Provider will make Customer data available for export or download solely as then available through the Services. After such 30-day period, Provider will have no obligation to maintain or provide any Customer data.
4. **Maintenance and Support Obligations.** System maintenance usually involves trouble shooting the sensor and Customer will be permitted to designate in writing to Provider up to two (2) Customer personnel per site for purposes of obtaining

technical support from Provider (“Eligible Customer Personnel”). Issues related to WIFI connectivity are the responsibility of Customer. Generally, Services are subject to the following support terms:

Subject to Customer’s payment of all applicable fees pursuant to the Agreement, Customer shall provide such information and/or access to Customer resources, as Provider may reasonably require in order to provide technical support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by Provider for purposes of performing its obligations hereunder. Provider shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer’s failure to perform its obligations under this paragraph.

Provider will provide technical support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of access as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Telephonic and Email support (contact information provided as needed)	24x7
On-Site Support	N/A

Provider will use commercially reasonable efforts to develop in a timely fashion procedures or routines for use by end users of the Services or Systems, when employed in the regular operation thereof, to address material errors or failures in the Services or Systems.

Provider shall have no obligation to provide technical support, other than to Eligible Customer Personnel.

Provider shall have no obligation to provide technical support with respect to any issues resulting from (i) use of the Services or Systems other than according to their applicable documentation and the terms of this Agreement; (ii) modification of the Services or Systems by Customer or any third party, except as expressly permitted in writing by Provider; or (iii) any combination or integration of the Services or Systems with hardware, software and/or technology not approved in writing by Provider

Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code underlying the Services or Systems.