

**JUSTIFICATION FOR  
SOLE SOURCE PROCUREMENT #SS-0194**

Agency: Horry-Georgetown Technical College

Sole Source Vendor: Gaumard Scientific

Based upon the following determination, Agency proposes to acquire the supplies, construction, information technology, and/or services described herein from the Vendor named above per S.C. Code Ann. §11-35-1560 and S.C. Regulation 19-445.2105, Sole Source Procurement.


Description of the Agency need that this procurement meets: Our nursing program suffers a shortage of specialty training facilities for our pediatric and maternity nursing students, in our area, to do their practicals skills. Therefore, it is necessary to supplement clinical hours with simulation. Simulation is an approved learning technique designed to replicate real-life situations. Per the SC Labor and Licensing Board - Nursing, a pre-licensure Nursing program may use simulation as a substitute for traditional clinical experiences, not to exceed 50% of its clinical hours for a given course/clinical specialty. In the Fall of 2024 HGTC is expanding its nursing program to our Conway campus and needs simulation equipment to adequately train the students the same as they are trained on our Grand Strand and Georgetown Campuses.

Description of market research Agency performed to determine the availability of products or services that would meet the Agency's needs: Both Laerdal and Gaumard offer pediatric and ob-gyn simulators. However; the Gaumard simulators are more advanced and allows for students to learn the skills necessary to effectively communicate, diagnose and treat patients in these settings and skills areas.

Description of supplies, construction, information technology, and/or services Vendor will provide under the contract: S2225 Pediatric HAL with accessories, the Victoria S2200 and the Newborn Tory S2210 with accessories.

Detailed explanation why no other vendor's supplies, construction, information technology, and/or services will meet the needs of the Agency:

HGTC Nursing program does currently utilize Laerdal simulators in the medical/surgical area. However, in the Maternity/Pediatric area, Gaumard is utilized. By purchasing the Gaumard advanced simulators, there will be consistency and continuity among the current equipment utilized on all campuses. This has been proven by the success of our students passing their NCLEX exam. Consistency in training is critical and offers what is expected by the area employers.

  
Authorized Signature  
Printed Name: Harold Hawley  
Title: VP Finance and Administration  
Date: July 1, 2024

**Notes:**

Authorized signature is the agency head unless the agency head has delegated that authority. Delegation of authority must be submitted to the Materials Management Officer in writing.

The Agency must obtain a Drug-free Workplace certification from the Vendor if the sole source procurement is \$50,000 or greater.

## Cecala, Dianna

---

**From:** South Carolina Business Opportunities <noreply@mmo.sc.gov>  
**Sent:** Monday, July 1, 2024 3:20 PM  
**To:** Cecala, Dianna  
**Subject:** SCBO Advertisement Submission

**WARNING:** This message was sent from outside Horry-Georgetown Technical College. Please **DO NOT** click links or open attachments unless you recognize the source of this email and know the content is safe.

### NOTICE:

Your SCBO password is good only for 90 days. **Upon receiving a reminder to renew your password, you have six (6) days to do so. If you wait any longer, you'll be locked out. Please avoid a lockout by renewing your password on time every 90 days or sooner!**

Your SCBO advertisement (**AD# 50220**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

**Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.**

The information you submitted for the advertisement is included below:

**Category:** Sole Source / Emergency Notice

**Start Date:** Mon, 07/01/2024 - 00:00

**End Date:** Tue, 07/16/2024 - 15:15

**Vendor Name:** Gaumard Scientific Company

**Contract Amount:** \$246,597.65

**Procurement Manager:** Dianna Cecala

**Procurement Manager Email:** [dianna.cecala@hgtc.edu](mailto:dianna.cecala@hgtc.edu)

**Procurement Manager Telephone:** 8433495207

### Purpose Of The Procurement:

In accordance with the Sole Source section 11-35-1560 listed in the South Carolina Consolidated Procurement, Horry-Georgetown Technical College is announcing the intent to procure Gaumard Simulation Manikins for our Nursing program expansion. Equipment consists of Advanced Pediatric Hal S2225, Newborn Tory S2210, and Victoria S2200.. To view the justification, click on the link provided below. and reference SS-0194.

**Contact For Justification For This Procurement:** Web Address Where Item Is Posted

**URL To View Justification:** [www.hgtc.edu/purchasing](http://www.hgtc.edu/purchasing)

**Any Notice Of Intent To Protest And Protest Must Be Addressed To:** Materials Management Officer



**Gaumard®**  
Simulators for Health Care Education

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

## Quotation

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 1 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Customer ID	Good Through	Shipping Method	Sales Representative
C104321	07/27/24	ABF Freight	Gordon McKeown

Qty.	Item	Description	Unit Price	Amount
2	S201.PK.D	SUSIE® SIMON® Patient Care dark skin tone adult simulator with Ostomy	1,205.00	\$ 2,410.00
2	S201.764.D	Set of two Decubitus Ulcers option for SUSIE® SIMON® Patient Care dark skin tone adult simulator with Ostomy	75.00	\$ 150.00
2	S201.848.D	Heart and Lung Sounds Update Kit option for SUSIE® SIMON® Patient Care dark skin tone adult simulator with Ostomy	765.00	\$ 1,530.00
2	S201.989L.D	Blood Pressure Left Arm with Omni option for SUSIE® SIMON® Patient Care dark skin tone adult simulator with Ostomy	1,095.00	\$ 2,190.00
2	30021122B	Leg Amputation Assembly accessory for dark skin tone simulator	145.00	\$ 290.00
1	S201.PK.L	SUSIE® SIMON® Patient Care light skin tone adult simulator with Ostomy	1,205.00	\$ 1,205.00
1	S201.764.L	Set of two Decubitus Ulcers option for SUSIE® SIMON® Patient Care light skin tone adult simulator with Ostomy	75.00	\$ 75.00
1	S201.848.L	Heart and Lung Sounds Update Kit option for SUSIE® SIMON® Patient Care light skin tone adult simulator with Ostomy	765.00	\$ 765.00
1	S201.989L.L	Blood Pressure Left Arm with Omni option for SUSIE® SIMON® Patient Care light skin tone adult simulator with Ostomy	1,095.00	\$ 1,095.00
1	30021121B	Leg Amputation Assembly accessory for light skin tone simulator	145.00	\$ 145.00
2	S201.PK.M	SUSIE® SIMON® Patient Care medium skin tone adult simulator with Ostomy	1,205.00	\$ 2,410.00

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



**Gaumard®**  
Simulators for Health Care Education

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

## Quotation

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 2 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Qty.	Item	Description	Unit Price	Amount
2	S201.764.M	Set of two Decubitus Ulcers option for SUSIE® SIMON® Patient Care medium skin tone adult simulator with Ostomy	75.00	\$ 150.00
2	S201.848.M	Heart and Lung Sounds Update Kit option for SUSIE® SIMON® Patient Care medium skin tone adult simulator with Ostomy	765.00	\$ 1,530.00
2	S201.989L.M	Blood Pressure Left Arm with Omni option for SUSIE® SIMON® Patient Care medium skin tone adult simulator with Ostomy	1,095.00	\$ 2,190.00
2	30020569B	Leg Amputation Assembly accessory for medium skin tone simulator	145.00	\$ 290.00
1	S2225.PK.D	Advanced Pediatric HAL® S2225 dark skin tone five-year old simulator package Includes: Advanced Pediatric HAL® S2225 dark skin tone simulator, Tablet PC preloaded with UNI®3 control software, The Pediatric HAL Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, RF communications module, streaming audio headset, battery charger, replacement chest tube and tension pneumo sites, defibrillation site adapters, filling kits, additional accessories, hard rolling transport case, user guide, One-year limited warranty  Options available only at initial time of purchase: Care in Motion™ Go integrated video-assisted debriefing system  Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Gaumard Ultrasound™ system, Pediatric emergency ultrasound POCUS Fast scenario module, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted	54,450.00	\$ 54,450.00

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



**Gaumard®**  
Simulators for Health Care Education

# Quotation

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 3 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Qty.	Item	Description	Unit Price	Amount
		debriefing system		
1	30080154B	Bedside Virtual Monitor accessory	2,595.00	\$ 2,595.00
1	GC.G3.AP	Gaumard Cares Gold 3 Year service plan for advanced pediatric simulator. Gaumard Cares service with Cost of Ownership Assurance includes the following at NO CHARGE for the duration of the plan: • Training at Gaumard Training Centers • Webinar Training • Telephone and email Support • Software Updates • Loaner Service (Including Shipping) • All Preventative Maintenance • All Repairs Gaumard Cares Gold 3 Year service plan for pediatric simulator	18,015.00	\$ 18,015.00
1	S2210.PK.M	Newborn Tory™ S2210 medium skin tone wireless full-term neonate simulator package Includes: Tory™ S2210 medium skin tone simulator, Tablet PC preloaded with UNI® control software, Neonatal Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 8 scenario-based simulations, RF Communications module, battery charger, accessories, carrying case, user guide, one-year limited warranty  Options available only at initial time of purchase: Real CO2 exhalation, Care in Motion™ Go integrated video-assisted debriefing system  Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system	24,195.00	\$ 24,195.00
1	30080154B	Bedside Virtual Monitor accessory	2,595.00	\$ 2,595.00

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



**Gaumard®**  
Simulators for Health Care Education

## Quotation

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 4 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Qty.	Item	Description	Unit Price	Amount
1	GC.G3.N	Gaumard Cares Gold 3 Year service plan for newborn simulator. Gaumard Cares service with Cost of Ownership Assurance includes the following at NO CHARGE for the duration of the plan: • Training at Gaumard Training Centers • Webinar Training • Telephone and email Support • Software Updates • Loaner Service (Including Shipping) • All Preventative Maintenance • All Repairs Gaumard Cares Gold 1 Year service plan for newborn simulator	5,605.00	\$ 5,605.00
1	S2200.PK.M	VICTORIA® S2200 medium skin tone advanced birthing simulator package Includes: VICTORIA® S2200 medium skin tone simulator, Tablet PC preloaded with UNI® control software, Obstetric Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 9 scenario-based simulations, Bedside patient monitor preloaded with Gaumard Vitals (Touchscreen "All-in-one" PC), RF communications module, Bluetooth communications module, Headset for streaming audio, Automatic drug recognition system, Active birthing baby, C-section baby, 4 abdominal covers (Palpation, Contraction, C-Section, Postpartum), Battery chargers, Accessories, User guide, one-year limited warranty  Options available only at initial time of purchase: Obstetric Mixed Reality™ integrated system, Real CO2 Exhalation, Care In Motion™ Go integrated video-assisted debriefing system  Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Deep vein thrombosis leg, External pathologies uteri package, Gynecologic Pack 1.0, Internal pathologies uteri package, Non-pregnant abdominal cover,	73,025.00	\$ 73,025.00

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



**Gaumard®**  
Simulators for Health Care Education

## Quotation

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 5 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Qty.	Item	Description	Unit Price	Amount
		Obstetric Mixed Reality™ system, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
1	S2200.101L.M	Deep Vein Thrombosis Leg accessory for VICTORIA® medium skin tone Advanced birthing simulator. Interchangeable DVT left leg including edema, erythema, and palpable cordlike venous segments on the anterior and lateral leg	805.00	\$ 805.00
1	GC.G3.V	Gaumard Cares Gold 3 Year service plan for Victoria. Gaumard Cares service with Cost of Ownership Assurance includes the following at NO CHARGE for the duration of the plan: • Training at Gaumard Training Centers • Webinar Training • Telephone and email Support • Software Updates • Loaner Service (Including Shipping) • All Preventative Maintenance • All Repairs Gaumard Cares Gold 3 Year service plan for Victoria	19,200.00	\$ 19,200.00
1	WK125.D	Pediatric Incident Wound Kit dark skin tone. Silicone wound inserts sized to fit pediatric simulators. 11 types of wounds - 15 wound inserts in total	355.00	\$ 355.00
1	WK125.L	Pediatric Incident Wound Kit light skin tone. Silicone wound inserts sized to fit pediatric simulators. 11 types of wounds - 15 wound inserts in total	355.00	\$ 355.00
1	WK125.M	Pediatric Incident Wound Kit medium skin tone. Silicone wound inserts sized to fit pediatric simulators. 11 types of wounds - 15 wound inserts in total	355.00	\$ 355.00
1	WK115	Wound Bonding Kit	40.00	\$ 40.00
1	INST2	Two day Installation and In-Service for multiple simulators. Region specific	4,250.00	\$ 4,250.00

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



**Gaumard®**  
Simulators for Health Care Education

14700 SW 136th Street  
Miami FL 33196  
T: 305-971-3790 | F: 305-252-0755

## Quotation

**Quote Number:** 117380  
**Quote Date:** 06/27/24

**Page:** 6 of 6

**Quoted To:**

Horry Georgetown Technical College  
PO Box 261966  
Conway SC 29528-6066  
USA

**Ship To:**

Horry Georgetown Technical College  
3501 Pampas Dr  
Myrtle Beach SC 29577  
USA

**Contact:**

Christine Polak  
843-477-2053  
christine.polak@hgtc.edu

Qty.	Item	Description	Unit Price	Amount
1	INST	One day Installation and In-Service for multiple simulators. Region specific	3,250.00	\$ 3,250.00
<p>All Quotes are subject to credit approval</p> <p>Customer must supply Sales Tax Exempt Certificate and W-9 with Purchase Order, if applicable</p> <p>If your shipping address differs from that of your billing address, please include the information with your order.</p>			<b>Subtotal</b>	\$ 225,515.00
			<b>Other Discounts</b>	0.00
			<b>Est. Freight &amp; Handling</b>	1,340.63
			<b>Est. Sales Tax</b>	19,742.02
			<b>Total US\$</b>	\$ 246,597.65
				0.00

**NOTE TO CUSTOMER: THIS SHIPMENT WILL BE DELIVERED ON PALLET(S) VIA FORKLIFT BY A FREIGHT CARRIER. IF YOUR ORGANIZATION IS NOT EQUIPPED TO RECEIVE PALLETS, PLEASE NOTIFY US IMMEDIATELY.**

Estimated shipping date: Approximately 12 to 15 weeks after receipt of order.  
Shipment Via: ABF Freight

Gaumard Scientific is the sole source for this tetherless simulator(s).

For credit approval, please submit completed customer forms to [GaumardCR@gaumard.com](mailto:GaumardCR@gaumard.com). Customer forms may be obtained by e-mailing a request to [QuoteEmailGroup@gaumard.com](mailto:QuoteEmailGroup@gaumard.com).

Prices and taxes are subject to change without notice.

To gather information about the products quote we invite you to visit our website: <http://www.gaumard.com>

If you should have any questions, please feel free to contact your sales representative Gordon McKeown at [gordonm@gaumard.com](mailto:gordonm@gaumard.com)

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity and/or national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



## GAUMARD SALES TERMS AND CONDITIONS

These Gaumard Scientific Company, Inc. (“Gaumard”) Sales Terms and Conditions (“Terms”) apply to the sale or use of Gaumard-branded equipment (“Equipment”), and Gaumard-branded supplies (“Supplies”), collectively referred to as “Product” or “Products” and Gaumard Software (“Software” as defined in paragraph 12) between Gaumard and the entity named on the applicable Gaumard Invoice (“Customer”) (collectively, “Party” or “Parties”). The Parties, intending to be legally bound, agree as follows.

- 1. Agreement.** Customer agrees to purchase from Gaumard the Products set forth in the quotes and invoices accepted by both Customer and Gaumard from time-to-time. These Terms, along with any Gaumard Exhibits, any applicable Gaumard Quotation, Gaumard Invoice documents, Gaumard Limited Product Warranty documents, Gaumard Cares Service Plan documents, and any other purchasing or service documents executed by both Parties constitute the complete and entire agreement between Gaumard and Customer (collectively referred to herein as the “Agreement”). This Agreement will supersede all other quotations, agreements, understandings, warranties, and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer’s purchase order terms and conditions) containing pre-printed or additional terms that conflict with or attempt to modify this Agreement in any way are hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties. This Agreement may be terminated by Gaumard at any time for any reason, or no reason, by giving thirty (30) days prior written notice to Customer.
- 2. Prices.** Prices, fees, and charges for Products and services (including maintenance, installation, and training as described in the applicable Gaumard Quotation, Gaumard Invoice, Gaumard Limited Product Warranty documents, or Gaumard Cares Service Plan documents (“Service” or “Services”) are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate before shipment of Products. Customer is responsible for payment of any applicable taxes, whether invoiced by Gaumard or not. Unless such certificate is furnished, Customer agrees to pay at its sole expense all applicable taxes, assessments, fees, penalties, import duties, and merchandise processing fees that may be levied or assessed upon Customer or Gaumard with respect to this Agreement, the Products, or any interest therein. Gaumard reserves the right to increase prices by giving thirty (30) days prior written notice to Customer.
- 3. Payment.** Unless otherwise agreed to in writing by Gaumard, Customer shall pay invoices net twenty (20) days from the invoice date. A late charge will be due on any unpaid balance at a rate of 1.0% per month or the maximum rate otherwise permitted by law, whichever is lower. Gaumard may charge interest at the maximum rate permitted by law on all amounts not paid by the invoice due date. Gaumard retains a purchase money security interest in all Products sold to Customer to secure payment of the total purchase price thereof. Customer hereby grants Gaumard the right to file a copy of this Agreement with any appropriate authorities to evidence this security interest. Customer agrees to execute and deliver such other documents as Gaumard may request in connection





therewith. Gaumard is not obligated to deliver any Product or perform any Service during any period when Customer payment is past due. Customer will be responsible for all costs (including reasonable attorneys' fees and costs of court) incurred by Gaumard to collect overdue payments and/or to take possession or otherwise dispose of Products for which payment is overdue.

- 4. Product Shipment and Risk of Loss.** Unless otherwise agreed to in writing by Gaumard, all Products will be shipped F.O.B. Origin, regardless of any provisions for payments of freight, insurance, the form of shipping documents, or selection of carrier by Gaumard. As such, title to the Products passes to the Customer at the shipping dock of Gaumard (or of Gaumard's supplier or authorized agent). Customer is responsible for shipping charges and for the cost of insurance paid to cover any losses that may occur from Gaumard's shipment point to Customer's receipt. Gaumard will provide reasonable assistance to Customer in processing any loss claims. Gaumard shall use reasonable efforts to meet the Gaumard-specified delivery dates. If Gaumard fails to make delivery within a reasonable time for reasons other than Customer's fault or circumstances beyond Gaumard's reasonable control, then Customer's sole remedy is to terminate the applicable Gaumard Invoice, whereupon Gaumard will refund any pre-payments received from Customer relating to such Gaumard Invoice.
- 5. Installation and Acceptance.** Purchase Orders are subject to: 1) written acceptance by Gaumard; 2) receipt by Gaumard of required deposits or pre-paid amounts, as applicable; and 3) continuing credit approval. If applicable, Gaumard will install Equipment at an agreed upon location ("Installation"). All Products shall be deemed accepted upon delivery to Customer's location or dock. Installation is subject to Customer's cooperation in preparing and maintaining the site in compliance with Gaumard specifications, including but not limited to, provision of necessary permits, site readiness (any applicable electrical and other connections are installed and available for use), and all environmental conditions. If Customer's site is not fully prepared for Installation of the Products, Gaumard will not be able to perform the Installation and Customer shall be solely responsible for any storage, handling, or other arrangements to hold the Products for future Installation. If applicable, Customer and Gaumard shall jointly set a new Installation date. Customer shall ensure that the site is fully prepared for Installation before attempting to re-schedule Installation, that Product to be installed is available onsite, and shall bear all costs associated with the Installation and re-scheduling of same.
- 6. Delay of Performance.** The Parties' obligations under this Agreement are subject to force majeure, including but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of the Parties. Gaumard reserves the right during any shortage period to: (a) make Supplies available to Customer (as Gaumard deems appropriate) and (b) make substitutions and modifications in the specifications of any Products, provided such substitutions or modifications do not materially affect the performance of Products.
- 7. LIMITED PRODUCT WARRANTY.** Gaumard warrants that if a Gaumard-branded Product proves to be defective in material or workmanship within one year from the date on which title to the Product passes to the Customer ("Limited Product Warranty Period"), Gaumard will, at Gaumard's option, repair or replace the Gaumard Product. This Limited Product Warranty covers all defects in





material and workmanship in the Gaumard Product, except: (a) Damage resulting from accident, misuse, abuse, neglect, or unintended use of the Gaumard Product; (b) Damage resulting from failure to properly maintain or store the Gaumard Product in accordance with Gaumard Product instructions, including failure to properly clean the Gaumard Product; and (c) Damage resulting from a repair or attempted repair of the Gaumard Product by anyone other than Gaumard or a Gaumard representative. Replacement parts are warranted for the remainder of the Limited Product Warranty Period or ninety (90) days from shipment of a replacement part, whichever is longer. Services are warranted to be supplied in a workman-like manner. Gaumard does not warrant that use of the Gaumard Products will be uninterrupted or error-free, or that the Products will operate with non-Gaumard authorized third-party products. THE FOREGOING LIMITED PRODUCT WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED PRODUCT WARRANTY. THIS LIMITED PRODUCT WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED PRODUCT WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED PRODUCT WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE OR "AS-IS" BASIS.

- 8. Limited Product Warranty: Claims and Remedies.** In the event of any Limited Product Warranty claim, Gaumard, at its option, will repair or replace with new or repaired items any Product part or component that is covered by the Limited Product Warranties specified in Section 7 of these Terms (the "Limited Product Warranty"). At its option, Gaumard also may choose to issue a credit to Customer in an amount equal to the depreciated price of the product. Items, including parts, repaired or replaced shall become Gaumard property. All Limited Product Warranty claims shall be initiated by contacting Gaumard within the applicable Limited Product Warranty Period and within thirty (30) days after discovery of the alleged non-conformity. If Customer has failed to notify Gaumard within the applicable Limited Product Warranty Period, then Customer shall be barred from instituting any action thereafter. Customer shall not return any Product to Gaumard without prior authorization from Gaumard. If the necessary repairs to the Product are covered by the Limited Product Warranty, then Customer shall pay only the incidental expenses associated with the repair, including any shipping, handling, and related costs for sending the Product to Gaumard and for



sending the Product back to the Customer. However, if the necessary repairs to the Product are not covered by the Limited Product Warranty, then Customer shall be liable for all repair costs in addition to costs of shipping and handling. Upon request, Gaumard must be given access to and an opportunity to inspect the Product and any working areas and storage areas. These remedies shall comprise Gaumard's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity.

**9. LIMITATION OF LIABILITY.** GAUMARD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE, OR USE OF PRODUCT OR SERVICES ORDERED OR FURNISHED, OR FROM ANY CAUSE RELATING THERETO. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM GAUMARD'S GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL GAUMARD BE LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE RELATED TO A PRODUCT OR SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE, OR CHARGE RECEIVED BY GAUMARD FOR SUCH PRODUCT OR SERVICE.

**10. Governmental Authorizations.** Customer is responsible for compliance and costs associated with all required licenses, permits, or other governmental authorizations, including but not limited to, any license or certification needed for Customer to use the Product, and any export or import license, exchange permit, or the like ("Licenses"), even if applied for by Gaumard on Customer's behalf. If any authorization is delayed, denied, revoked, restricted, or not renewed, Gaumard shall not be liable, and Customer is not relieved of its obligations. Customer agrees that it shall handle all Product and technical data related to the Licenses so that it conforms to all applicable U.S. Laws and Regulations, including U.S. Export Licensing Laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Gaumard except as U.S. Laws and Regulations expressly permit.

**11. Indemnity.**

- a. Gaumard agrees to indemnify, defend and hold Customer, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or actions by third parties against Customer for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Gaumard's gross negligence or willful misconduct or (2) infringement or misappropriation by Gaumard of any United States intellectual property rights under this Agreement.
- b. Customer agrees to indemnify, defend and hold Gaumard, its officers, directors, employees, agents and contractors harmless from and against all direct losses, damages, liability, costs and expenses (including reasonable attorneys' fees and expenses) by reason of any claims or





actions by third parties against Gaumard for: (1) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, which third party claims arise out of or relate to Customer's gross negligence or willful misconduct; (2) infringement or misappropriation by Customer of any United States intellectual property rights under this Agreement; or (3) Customer's use of the Products or Services, including without limitation, defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity, or spamming or any other tortious or illegal conduct.

- 12. Software License.** For purposes of these Terms, the term "Software" is defined as all Gaumard-branded computer software, firmware, and associated documentation, whether in printed or machine-readable form, supplied by reason of this Agreement or for use in connection with Equipment or Services. To the extent the Product includes Software, Customer's use of the Software is governed by the Gaumard End User License Agreement attached as Exhibit A to these Terms.
- 13. Confidential Information.** Customer shall maintain the confidentiality of any information provided or disclosed by Gaumard relating to the Software (as defined above), the Product, the Equipment, the Supplies, business or customers of Gaumard, as well as this Agreement and its terms (including the pricing and other financial terms under which the Customer will be obtaining the Products and Services hereunder) ("Confidential Information"). Customer shall use reasonable care to protect the confidentiality of Gaumard's Confidential Information, but no less than the degree of care it would use to protect Customer's own confidential information, and shall only disclose Gaumard's Confidential Information to its employees and agents having a need to know this information and who are subject to written confidentiality agreements having terms at least as restrictive as those contained herein. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure.
- 14. Intended Uses.** Products are only intended for the uses described in the applicable user's guide or instructions for use. Customer assumes all risks associated with non-listed uses of Products and hereby indemnifies and holds Gaumard harmless from any claim associated with such non-listed uses.
- 15. Compliance with Laws.** Gaumard and Customer agree to comply with all federal and state laws that govern the enforceability and performance of this Agreement.
- 16. HIPAA Compliance.** As of the Effective Date, the Parties are not planning to transfer any personal patient information between them. However, the Parties understand and agree that this Agreement may become subject to the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), the privacy and security regulations promulgated thereunder, including 45 C.F.R. 160, 162 and 164, as amended (the "HIPAA Regulations"), and Title XIII of Division A and Title IV of Division B (the "Health Information Technology for Economic and Clinical Health Act" ("HITECH")), part of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"). The Parties agree to comply with HIPAA and to execute any documents that may be required by HIPAA, HITECH, and any other applicable federal or state privacy laws and regulations. The Parties agree that if they directly or indirectly gain access to Protected Health Information ("PHI") held by the other Party during any interaction, the receiving Party will keep the PHI confidential under the terms of this Agreement.





- 17. Voice Capture.** Some Gaumard Products use cloud-based speech recognition technologies that listen for voice inputs and send voice data to cloud-based speech recognition technologies. Voice data is used to power Gaumard's speech recognition feature by creating a text transcription of your spoken words. Microsoft (or another vendor) will be able to review snippets of the voice data or voice clips in order to build and improve its speech recognition technologies. Gaumard will be able to review the text transcriptions in order to improve its simulation technologies. Gaumard and Microsoft protect users' privacy by taking steps to de-identify the data, requiring non-disclosure agreements with relevant vendors, and requiring that employees and vendors meet high privacy standards. Customer shall inform all persons using the Gaumard Products with speech recognition technologies of the voice capture features and obtain any consent(s) from such persons as may be necessary to comply with applicable laws or regulations in Customer's jurisdiction.
- 18. State Reporting and Disclosure Laws.** Unless otherwise noted in this Agreement, the cost of any Product training provided by Gaumard shall be included in the purchase price of the Product where applicable. Customer acknowledges and agrees that state reporting laws may require Gaumard to disclose certain aspects of this arrangement.
- 19. Fraud and Abuse.** Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- 20. Regulatory Compliance.** The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.
- 21. Bankruptcy.** Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to terminate this Agreement (including any Purchase Orders) if any of the following situations arise: (1) the other Party becomes insolvent or is unable to pay debts as they become due; (2) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (3) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.



- 22. Waiver and Severability.** If either Party fails to perform obligations under this Agreement, such nonperformance shall not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement shall not be viewed as a waiver unless agreed to by the Parties in writing. Each provision of this Agreement is separate and independent of one another, and the unenforceability of any provision will not affect the enforceability of any other provision. If any provision is held to be excessively broad or unenforceable, such provision shall be modified so that it is enforceable to the fullest extent possible by law.
- 23. Assignment.** Customer shall not assign this Agreement without the prior written consent of Gaumard. Subject to the foregoing, the rights and obligations herein will be binding upon the successors and assigns of Customer.
- 24. Notices.** Any required notices will be given in writing to Gaumard as set forth in the applicable Gaumard Invoice or other purchasing document.
- 25. Governing Law.** Upon execution, this Agreement shall be governed and viewed under the laws of the State of Florida without reference to its conflict of laws provisions. Customer and Gaumard specifically agree that any action relating to the relationship between the Parties, this Agreement, or Products provided, purchased or licensed hereunder, shall be brought and tried in the State or Federal Courts of the City of Miami, County of Dade County, State of Florida. Customer waives all objections to, and consents to the jurisdiction of such Courts.
- 26. Miscellaneous; Survival.** See applicable Gaumard Invoice documents and Gaumard Cares Service Plan documents for other terms and conditions applicable to your purchase, which may include, but are not limited to: **Term, Termination, Customer Training and Support, and Product Repairs and Tune Ups.** Any provision of this Agreement that imposes upon Customer an obligation after termination or expiration of this Agreement, including but not limited to any definitions appearing in this Agreement as well as Sections 3, 5 through 16 inclusive, and 18 through 26 inclusive, shall survive termination or expiration of this Agreement and be binding upon Customer, its successors and permitted assigns.



## Exhibit A

### GAUMARD END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**”) sets forth the respective rights and responsibilities between the entity named in the Gaumard Quotation and/or Gaumard Invoice associated with this EULA (“**End User**”) and Gaumard Scientific Company, Inc., a Florida corporation (“**Gaumard**”), relative to the Gaumard Software (as defined below). This EULA is effective as of the date Gaumard accepts and confirms the Purchase Order (the “**Effective Date**”). BY USING THE GAUMARD-BRANDED SOFTWARE, END USER IS AGREEING TO BE BOUND BY THE TERMS OF THIS EULA. IF END USER DOES NOT AGREE, END USER MAY NOT USE THE GAUMARD SOFTWARE.

#### 1. Definitions.

- 1.1 “**Gaumard Documentation**” means the Gaumard user guides and related materials provided by Gaumard to End User to facilitate use of the Gaumard Products.
- 1.2 “**Gaumard Equipment**” means Gaumard-branded hardware components for medical simulation and training, including manikins and associated instrumentation, sold by Gaumard to End User.
- 1.3 “**Gaumard Products**” means Gaumard Equipment sold or otherwise made available by Gaumard to End User currently or in the future.
- 1.4 “**Gaumard Software**” means the object code form of computer programs and Gaumard Documentation owned by Gaumard or its licensors and licensed to End User in accordance with this EULA. Gaumard Software includes (a) computer programs embedded in firmware in the Gaumard Equipment; (b) computer programs embedded in a separate medium (such as a CD or flash drive) for use in conjunction with the Gaumard Equipment; (c) computer programs downloaded or received from Gaumard; (d) computer programs used on servers storing or processing data related to the Gaumard Products; and (e) computer programs used to create and manage a network for the Gaumard Equipment, interface with the components of the Gaumard Equipment, manage and compute location information related to the Gaumard Equipment, and monitor health of the Gaumard Equipment.

#### 2. Software License and Restrictions.

- 2.1 License. Subject to End User’s compliance with the terms and conditions of this EULA, the Gaumard Sales Terms and Conditions, the Gaumard Invoice, the Gaumard Limited Product Warranty, and the Gaumard Cares Service Plan Agreement, Gaumard grants End User a non-exclusive, non-transferable (except as otherwise set forth herein), limited, personal license to execute and use the Gaumard Software for End User’s internal business purposes, but only so long as the Gaumard Software is installed on the Gaumard Product on which it was originally supplied. End User may not, directly or indirectly, sell, sublicense, display, timeshare, loan, lease, make or have made, distribute, or create derivative works of the Gaumard Software. All other rights are reserved to Gaumard.
- 2.2 Ownership. All rights, title, and interest in and to the Gaumard Software, and any derivative works thereof, whether created by Gaumard, End User, or a third party, will remain at all times solely and



exclusively owned by Gaumard. Nothing in this EULA or the Gaumard Invoice will be construed to grant End User any rights of any kind with respect to the Gaumard Software, except as expressly set forth in this EULA.

- 2.3 Reverse Engineering and Other Restrictions. End User will not, and will not allow any third party to, tamper with, modify, decompile, disassemble, derive the source code of, reverse engineer, or attempt to obtain the internal design of the Gaumard Software or Gaumard Products for any purpose whatsoever (collectively, “**Restricted Acts**”). If applicable law permits End User to take any of the Restricted Acts notwithstanding the previous prohibition, and End User wishes to take any Restricted Act notwithstanding the previous prohibition, End User will first provide Gaumard with thirty (30) days prior written notice. Gaumard may terminate this EULA at any time during such notice period without liability arising from such termination. The Parties agree that all information needed for interoperability for the Gaumard Products is available from Gaumard in accordance with applicable government directives as well as the contemplated permitted uses for the Products by Customer.
- 2.4 Updates. From time-to-time Gaumard may develop new versions or updates for the Gaumard Software that may be made available to the End User. Unless otherwise agreed to by Gaumard, End User shall be responsible for installing the provided new versions or updates for the Gaumard Software.
- 2.5 Proprietary Notices. End User agrees to maintain and reproduce on all copies of the Gaumard Software, any names, logos, copyright notices, trademarks, other proprietary markings, and legends that appear on the Gaumard Software.
- 2.6 Control of Duplication. End User will not, nor will it allow any third party to, circumvent the protection controlling the duplication or use of the Gaumard Software, for example and without limitation, any software lock controlling the number of copies End User may make of the Gaumard Software.
- 2.7 No Source Code. End User acknowledges and agrees that its rights under this EULA do not include rights to source code. In its exercise of the rights granted under this EULA, End User agrees not to take any action that would result in any requirement to disclose or make available to other parties the Gaumard Software in source code format.
- 2.8 Certification. Upon thirty (30) days written notice to End User from Gaumard, End User shall certify End User’s compliance with the restrictions and obligations in this EULA. Such requests will not occur more frequently than once per calendar year. If End User has used the Gaumard Software in violation of this EULA, End User shall, in addition to any other remedies Gaumard may have, pay Gaumard additional fees for the excess use according to Gaumard’s then-current price list and policies, plus a late payment charge of one percent (1.0%) per month (or the highest amount allowed by applicable law, if lower) for each month of excess use from the date of initial excess use.
- 2.9 Privacy and Recordings. End User will comply with all applicable laws, rules and regulations related to privacy, publicity and data protection related to use of the Gaumard Products. End User shall not use the Gaumard Software to record or collect personal data from any person in violation of End User’s policies or privacy statements. End User shall receive express consent from all persons recorded by the Gaumard Software sufficient for End User’s use, storage, and distribution of such recordings. Notwithstanding this provision, the Parties acknowledge and agree that the Gaumard



Products and Gaumard Software are provided solely for use as medical training and simulation tools and not for actual treatment of patients. The Parties are not planning to transfer any personal patient information between them, nor shall Customer store, introduce, download or load personally identifiable data or patient information into the Gaumard Products or Gaumard Software.

### **3. Term and Termination.**

3.1 Term. This EULA commences on the Effective Date and continues perpetually, unless terminated earlier in accordance with the terms hereof.

3.2 Termination for Cause. This EULA is automatically terminated by Gaumard if the other Party materially breaches this EULA, the Gaumard Sales Terms and Conditions, the Gaumard Quotation, Gaumard Invoice, the Gaumard Limited Product Warranty, or the Gaumard Cares Service Plan Agreement. In addition, Gaumard may terminate this EULA if: (a) End User becomes insolvent or makes an assignment for the benefit of End User's creditors; or (b) a receiver is appointed or a petition in bankruptcy is filed with respect to End User and such petition is not dismissed within thirty (30) days.

3.3 Effect of Termination. Upon the termination of this EULA for any reason, all licenses granted in Section 2 above will immediately cease and terminate. Upon termination, End User will immediately cease using the Gaumard Software.

3.4 Survival. Sections 3 through 6 will survive the termination of this EULA.

### **4. Confidential Information; Trademarks.**

4.1 Confidential Information. End User acknowledges and agrees that the Gaumard Software is Confidential Information and contains trade secrets of Gaumard. End User agrees to: (i) hold the Gaumard Software in the strictest confidence; (ii) not disclose the Gaumard Software to any third party for any purpose; and (iii) use at least the same security measures as End User uses to protect its own confidential and trade secret information but no less than reasonable measures to protect the confidentiality of the Gaumard Software. End User agrees and acknowledges that any breach of the provisions regarding ownership or confidentiality contained in this Agreement shall cause Gaumard irreparable harm and Gaumard may obtain injunctive relief without the requirement to post a bond as well as seek all other remedies available to Gaumard in law and in equity in the event of breach or threatened breach of such provisions.

4.2 Trademarks. End User may not use Gaumard's trademarks, logos, service marks, or names in press releases, web sites, marketing, or other forms of public materials without the prior written consent of Gaumard. All use of the Gaumard trademarks and all goodwill associated with them will inure solely to the benefit of Gaumard.

### **5. Disclaimer; Limitation of Liability; Infringement Indemnification.**

5.1 Limited Software Warranty and Disclaimer. For a period of twelve (12) months from the Effective Date, Gaumard will: (a) provide all updates to the Software that are made available generally and (2) use reasonable efforts to fix or provide a workaround for any Gaumard Software issue or bug that may prevent operation in substantial conformity with the Gaumard Documentation. Other than the above, the Gaumard Software is provided "as-is," with no express or implied warranties of any kind,



including the warranties of merchantability, fitness for a particular purpose, or non-infringement. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: 1) ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; 2) RELATING TO ANY THIRD-PARTY PRODUCTS OR SOFTWARE; OR 3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS OR SOFTWARE. GAUMARD EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED SOFTWARE WARRANTY. THIS LIMITED SOFTWARE WARRANTY MAY BE VOIDED BY GAUMARD, AT GAUMARD'S SOLE DISCRETION, IF THIRD-PARTY PRODUCTS NOT PROVIDED OR AUTHORIZED BY GAUMARD ARE INSTALLED ON THE GAUMARD PRODUCT.

THIS LIMITED SOFTWARE WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT PROVIDED TO ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, SUBSEQUENT PURCHASERS OR USERS OF THE PRODUCTS OR CUSTOMERS OF THE CUSTOMER. THIS LIMITED PRODUCT WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY OTHER ENTITY. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

THIS LIMITED SOFTWARE WARRANTY DOES NOT APPLY TO ANY PRODUCTS THAT ARE SUPPLIED ON A PRE-RELEASE BASIS.

**5.2 Limitation of Liability.** THE TOTAL LIABILITY, IF ANY, OF GAUMARD TO END USER OR ANY THIRD PARTY FOR ALL DAMAGES BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, TORT, OR OTHERWISE, ARISING FROM THE GAUMARD PRODUCTS IS LIMITED TO ONE HUNDRED DOLLARS. IN NO EVENT WILL GAUMARD BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF PROFITS, OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5.3 Infringement Indemnification.** Gaumard will, as further described below, indemnify, defend, and hold End User harmless, at its expense, against any claim or suit brought by a third party against End User alleging that any Gaumard Software furnished under this EULA infringes the United States patent, trademark, copyright or other intellectual property right of a third party. Gaumard will pay all reasonable settlements entered into or damages finally awarded by a court of appropriate jurisdiction, including reasonable attorneys' fees and costs, based on any such claim or suit; provided that End User gives Gaumard prompt written notice of such claim and gives Gaumard information, reasonable assistance, and sole authority to defend or settle the claim. In defense or settlement of the claim, at its sole discretion, Gaumard may obtain for End User the right to continue using the Gaumard Software, replace or modify the Gaumard Software so that it becomes non-infringing, or, if such remedies are not reasonably available, grant End User a refund for the associated Gaumard Products (depreciated over three years) and accept their return. Gaumard shall not have any liability if the alleged infringement is based upon: (a) the use or sale of the Gaumard



Software in combination with other products or devices not furnished by Gaumard; (b) the use of the Gaumard Software in a manner for which they were not designed as described by the Gaumard Documentation; (c) any modification of the Gaumard Software not performed by or authorized by Gaumard; (d) any use of Gaumard Software by End User after End User learns of such allegation of infringement; (e) any failure by End User to utilize a non-infringing version of the Gaumard Software made available by Gaumard along with notice that such update is non-infringing; or (f) Customer's use of an earlier version or versions of the Gaumard Software for which Gaumard has made an update available and Customer either did not obtain or did not install the updated version(s). The obligations set forth in this Section 5.3 are Gaumard's sole obligations, and End User's sole and exclusive remedy, for any claims that Gaumard Software infringes third party intellectual property rights.

## **6. Miscellaneous.**

- 6.1 **Binding Effect; Assignment.** This EULA will be binding upon, and inure to the benefit of, End User's and Gaumard's respective permitted successors and permitted assigns. Neither Party may assign or transfer this EULA or any of the rights, privileges, duties or obligations under this EULA without the prior written consent of the other Party, except that either Party may assign this Agreement to any entity controlled by, controlling, or under common control with such Party, as well as in connection with the sale, transfer, merger, or acquisition, whether by operation of law or otherwise, of substantially all of the assets of a Party.
- 6.2 **Notices.** Any written notice required by this EULA will be deemed made (a) when delivered by personal service; (b) upon receipt after being sent by recognized international overnight courier service (such as FedEx); or (c) when received, if sent by certified or registered mail, postage prepaid, return receipt requested. Any such notice given to a Party shall be sent to the addresses on the attached Gaumard Invoice. By giving to the other Party written notice thereof, the Parties and their respective permitted successors and assigns will have the right from time to time to change by written notice their respective addressee or address for notices.
- 6.3 **Applicable Law.** The validity of this EULA and the rights, obligations and relations of the Parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of Florida, without regard to its provisions on conflicts of laws. All disputes arising under or related to this EULA shall be resolved exclusively in the State or Federal Courts located in the City of Miami, County of Dade County, State of Florida. The Parties consent to the jurisdiction and venue of such Courts and waive any claims as to inconvenient forum. The judgments of such Courts may be enforced in any court of competent jurisdiction.
- 6.4 **Export Control.** End User will not export or re-export the Gaumard Software, including any technical data, except as authorized and permitted by, and in compliance with, the laws and regulations, including but not limited to all export and re-export laws and regulations, of the United States.
- 6.5 **Severability.** If any provision of this Agreement is held illegal or unenforceable by a court of competent jurisdiction in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.
- 6.6 **Entire Agreement.** This EULA constitutes the entire Agreement and understanding of the Parties relating to the subject matter of this EULA. This EULA supersedes all prior written and oral



agreements and all other communications between End User and Gaumard (or a Gaumard distributor) regarding the subject matter of this EULA. No contradictory terms and conditions of any quotation, invoice, or other document issued by End User relating to the subject matter of this EULA shall be binding, unless agreed by the parties.

- 6.7 Waiver of Breach. No waiver by a Party of any breach of this EULA will constitute a waiver of any other breach of the same or other provisions of this EULA. No waiver by a Party will be effective unless made in a record signed or otherwise authenticated by an authorized representative of such Party.
- 6.8 Relationship of the Parties. The Parties are independent contractors. Nothing in this EULA or in the activities contemplated by the Parties will be deemed to create an agency, partnership, employment or joint venture relationship between the Parties. Neither Party will have any responsibility or liability for the actions of the other Party except as expressly provided in this EULA. Neither Party will have any right or authority to bind or obligate the other party in any manner or make any representation or warranty on behalf of the other Party. This EULA is made and entered into for the sole protection and benefit of Gaumard, its licensors and suppliers, and End User as listed on the Gaumard Invoice for the Gaumard Products and Services. No other person or entity shall be a direct or indirect beneficiary of this EULA nor shall any other party or entity have any direct or indirect cause of action or claim arising from this EULA.
- 6.9 Fraud and Abuse. Gaumard hereby represents that, to the extent applicable based on the Products and Services provided, it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension;" and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti-Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to: (1) maintaining accurate records reflecting the pricing terms of items and Services purchased under this Agreement; (2) fully and accurately report any discount received under this Agreement if applicable; and (3) make available information provided to Customer by Gaumard concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.
- 6.10 Regulatory Compliance. The Parties agree to conduct their relationship in full compliance with all applicable state, federal and local laws and regulations, including but not limited to, the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)). The Parties agree that no part of this Agreement shall be construed to induce or encourage patients or the purchase of health care services or supplies. The Parties acknowledge that there is no requirement under this Agreement that any party refer any patients to any health care provider or purchase any health care goods or services from any source.



**Gaumard®**  
Simulators for Health Care Education

June 27, 2024

To whom it may concern,

The practice of medical simulation has grown exponentially in the past decade, and the technology used has gotten more advanced. High-fidelity simulation is the gold-standard for teaching and training health care providers at all levels and disciplines, throughout their career. Pediatrics is one area in particular that learners can benefit from simulation. Allowing new nurses, EMTs, Respiratory Therapists and others the opportunity to practice skills and patient interactions in a consequence-free environment is vital; mistakes will happen, but they can become learning opportunities without endangering the health and welfare of an actual patient.

These skills can include things like; interviewing a patient and assessing non-verbal and psychosocial cues, an extremely important clinical skill in pediatrics; using real equipment as part of the development of a plan-of-care such as BP cuff, pulse oximeter, and end tidal CO2 monitoring; ventilating critically ill patients using a ventilator; evaluating circulation using capillary refill.

The Advanced Pediatric Hal S2225 allows for realistic assessment findings such as heart and lung sounds, pulse and respiratory rates, pupillary response and other vital signs. In addition, the S2225 also addresses the skills listed above in the following, unique in the industry ways:

- Hal's face can be controlled to display realistic facial expressions and emotional states such as surprise, anger, and pain.
- Hal's eyes will track an object, and his head will turn from side to side
- Real equipment can be used, without any form of intermediary or bridge device including:
  - Automatic BP cuff
  - Pulse oximetry
  - Finger stick glucose
  - End tidal CO2 waveform
- Hal can be placed on a real ventilator and his lung dynamics, such as compliance and resistance, can be changed. Your ventilator will respond to Hal the same way it would to a real patient

A global commitment to healthcare educators





**Gaumard®**  
Simulators for Health Care Education

- Hal includes a capillary refill sensor on his right knee to allow for this assessment to be done.
- All Gaumard high-fidelity simulators include the new UNI 3 control software for unparalleled continuity.

The Advanced Pediatric Hal S2225 is clearly the most advanced pediatric simulator on the market, and allows for unmatched realism, versatility and clinical skills training for a large variety of clinicians.

Sincerely,

Gordon McKeown, RN  
Territory Sales Manager, NC/SC  
Gaumard Scientific  
305-302-3389  
[gordonm@gaumard.com](mailto:gordonm@gaumard.com)

A global commitment to healthcare educators

Toll Free: USA 800.882.6655 - Worldwide: 305.971.3790 - Fax: 305.667.6085  
Email: [sales@gaumard.com](mailto:sales@gaumard.com) - [www.gaumard.com](http://www.gaumard.com) - Gaumard® Scientific, 2011

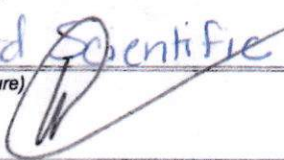
14700 SW 136th Street  
Miami, FL 33196-5691

## OPEN TRADE REPRESENTATION

(S.C. Code Ann. §§ 11-35-5300)

*The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.*

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed) Gavmard Scientific Company, Inc.	State Vendor No. 7000217337
By (Authorized Signature) 	Date Executed 6/28/2024
Printed Name and Title of Person Signing Peter Eggert, SVP	[Not used]





## AFFIDAVIT

I certify that we will comply with Section 44-107-10, ET Seg., relating to the South Carolina Drug-Free Workplace Act to provide a drug-free workplace. (Note: this clause applies to any resultant contract of \$50,000.00 or more). The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding chapter 107, so as to enact the Drug-Free Workplace Act. (See, Act no. 593, 1990 Acts and Joint Resolutions.)

Vendor: Gaumard Scientific Company, Inc.

14700 SW 136 Street, Miami, FL 33196  
Street or P. O. Box City State Zip

Telephone: 305-971-3790 Fax 305-252-0755

Printed Name: Peter Eggert Email PeterE@gaumard.com

[Signature] SVP  
Signature Title

Date: 6/28/2024

F.E.I.N: 59-1150440 or S.S. # \_\_\_\_\_

**FAILURE TO FURNISH THIS AFFIDAVIT WILL RESULT IN THE DELAY OF  
PAYMENT/CONTRACT**

### **THIS PAGE MUST BE SIGNED & RETURNED**

Please return to: Horry Georgetown Technical College  
PO Box 261966  
Conway, SC 29528-6066  
Attn: Dianna Cecala, Procurement Manager

Fax: 843/349-5270  
Tel: 843/349-5207  
Email: Dianna.cecala@hgtc.edu