

## VPAP-Tx Lab Solution Installation Services Terms of Use - Canada Effective June 2025

ResMed Corp. provides VPAP-Tx Lab Solution installation services virtually (Services) purchased by Canadian customers (Customers) under these VPAP-Tx Lab Solution Installation Services Terms of Use - Canada (Services Terms), ResMed's General Terms and Conditions of Sale, and the ResMed Online Store Terms and Conditions (collectively, the Agreement); which supersedes any terms contained in any Customer purchase order, request for quotation, acceptance or other Customer purchasing or subscription documents which are inconsistent with, different from, or in addition to the Agreement.

These Services Terms are available at <https://www.resmed.com/en-us/health-professionals/vpap-tx-lab-solution-installation-services-terms-of-use-for-canada/> and are subject to change without notice. By purchasing Services, Customers are agreeing to the terms of the Agreement.

### 1. Services

#### A. Installation Options

- i. Virtual Install Services: Upon completion of the Customer intake form and Customer order of virtual services, ResMed will provide verbal consultation with remote activity performed over the internet through the use of remote access software that Customer installs in its network/system/computers. Fees apply per virtual installation of each sleep lab bedroom. Each sleep lab bedroom can be a product bundle or individual parts within one bedroom.

#### B. Equipment and Software Installation

- i. Installation. EasyCare Tx 2 software installed on Customer's computer via Customer's windows administrator.
- ii. Connectivity. EasyCare Tx 2 software and AC11 VPAP Tx PAP device connected through ResMed cabling to TxLink 2 module.

#### C. Network and Data Management Setup:

- i. Ethernet cabling from TxLink 2 module is plugged into Customer's computer via a network connection. Network connection options are: UPnP or with the USB Network Adapter (i.e. USB Ethernet Adapter) included in the EasyCare Tx software bundle or purchased separately. ResMed is unable to set-up the routing to non-ResMed devices. ResMed will not be responsible if Customer chooses to setup the connection via its own network route (through Customer switch or VLAN).
- ii. The TxLink 2 module is a network device. ResMed does not ensure any network or cyber security with ResMed hardware and software. ResMed does not provide any type of data security. Customer must enable UPnP. Ports 1900 and 8080 must be open. No patient data is transferred from the TxLink 2 and AC11 VPAP Tx to the Customer's computers.

#### D. Performance Testing:

- i. Testing to be completed by ResMed to confirm the following:
  - a. Users can log into EasyCare Tx 2 software.
  - b. ECTx 2 software connects to each designated room's TxLink 2 module.
  - c. AC11 VPAP Tx runs remotely through EasyCare Tx 2 software verifying that (A) therapy can be turned on; (B) therapy settings can be adjusted; and (C) real time data is displayed.
  - d. EasyCare Tx 2 reports can be created and saved on the Customer's computer.
- ii. Customer shall be responsible for calibration, configuration, troubleshooting, or set up of the PSG systems as set forth in Section 2. xii. below. If Customer or their PSG system supplier elects to set up and calibrate the PSG system while the ResMed installer will verify signals match outputs (i.e. installer will verify AC11 VPAP Tx DC Output such as pressure, flow leak): (A) visually represent as waves within the PSG software; and (B) hit target values within the PSG software as per EasyCare Tx 2 software settings. **Note: any adjustments that need to be made in the PSG software will not be completed by installer.**

**2. Customer Responsibilities and Requirements.** ResMed's performance of its obligations under this Agreement are conditional upon Customer meeting its responsibilities and requirements described in these Services Terms.

**A. Customer shall:**

- i. perform all its responsibilities described in these Services Terms on a timely basis;
- ii. adhere to pre-installation tasks to be provided by ResMed prior to performance of Services;
- iii. provide ResMed with sufficient and reasonable assistance and information; access to the Customer's personnel, equipment and materials, including but not limited to hardware, software and administrator rights as may be reasonably appropriate for the performance of the Services;

Hardware requirements	
Computer	1 GHz processor or greater
Memory	4 GB RAM or greater
	8 GB RAM or greater for 64-bit Windows® operating system (OS).
Screen resolution	1680 x 1050 (or higher)
Operating systems	Microsoft® Windows 10 OS, Windows 11 OS
Network speed	10/100/1000 Mbps
Free space on hard drives	400 MB
USB port	Type A (or USB C with an adapter)

  

Software requirements	
Microsoft .NET 5.0	
Microsoft Edge™ browser, Google Chrome™ browser	
A portable document reader, such as Adobe® Reader® software	

- iv. ensure an appropriate cyber-security policy is established and maintained on premises to ensure reliable operation of your network, security of information, and protection of attached equipment;
- v. designate and authorize an employee to coordinate with ResMed to schedule the Services and acceptance and arrange for any necessary resources required for ResMed to perform Services;
- vi. ensure that ResMed personnel will not be permitted to access any protected health information while performing the Services.
- vii. obtain any third party consents necessary for ResMed to use any materials or equipment provided to it by or on behalf of Customer;
- viii. comply with laws applicable to operating its business as they relate to the Services provided;
- ix. be responsible for the performance of any third parties engaged by Customer and for ensuring that where appropriate they cooperate with ResMed;
- x. provide accurate information to ResMed which ResMed shall not need to independently verify; and
- xi. be solely responsible for determining the suitability of, and the final deployment of, the integration into its systems.
- xii. be responsible for any network structures and any calibration, configuration, troubleshooting, or set up of the PSG systems and shall be completed by the Customer or their PSG system supplier. Customer networking, information technology or BioMed teams should be on site or stand-by on the day of virtual installation.
- xiii. Customer will need to engage in a single use of TeamViewer download <https://Resmed.com/remote> in advance of virtual installation date. If Customer is unable to utilize TeamViewer, Customer will provide alternate methods acceptable to ResMed to allow ResMed to provide virtual installation.
- xiv. Customer is responsible for providing all network cabling (included in the EasyCare Tx 2 titration software bundle or as otherwise required by Customer for its facility specific needs (i.e. longer cables)) to be on-site upon virtual installation date.

**3. Invoicing.** Invoices for Services purchased by Customer will be issued when corresponding ResMed products on the same order are shipped. Customer shall pay all invoices in accordance with the payment terms stated in ResMed's General Terms and Conditions of Sale. Customer acknowledges and agrees that acceptance, formal or otherwise, of the Services will not be a pre-requisite to payment of the Service fees.

#### 4. **ResMed Installation Service Warranties and Disclaimers.**

- A. **Warranty.** ResMed will provide the Services in a professional and workmanlike manner, in accordance with all applicable laws.
- B. ResMed does not ensure any network or cyber security with ResMed hardware and software. ResMed does not provide any type of data security. ResMed is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer's obligations under these Service Terms.
- C. **DISCLAIMER. EXCEPT AS PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESMED MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND RESMED SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. RESMED DOES NOT WARRANT THAT THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT RESMED WILL CORRECT ALL ERRORS IN THE SERVICES PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH RESMED'S PROVISION OF SERVICES TO CUSTOMER.**

- 5. **The Parties certify that they will not violate the federal Anti-Kickback Statute, 42 USC § 1320a-7b(b), with respect to the performance of this Agreement.** ResMed and Customer acknowledge and agree that, to the extent this Agreement contemplates an exchange of remuneration between the Parties, the arrangement is covered under and will comply with the "personal services and management contracts safe harbor" as set forth in 42 C.F.R. § 1001.952(d).
- 6. **Ownership.** Ownership of all systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know how, and hardware (a) owned by or in the possession of ResMed and (b) created by ResMed in the performance of the Services, and used by ResMed in connection with the Services together with the intellectual property rights therein, shall remain with ResMed whether or not they are specifically adapted by ResMed for use in the Services. This provision shall survive termination of this Agreement. If ResMed provides Customer with any training documents, ResMed grants Customer a non-exclusive, non-transferable royalty-free license to reproduce and distribute the documents within its organization for its own internal use only, provided that all such copies carry ResMed's copyright notice.
- 7. **LIMITATION OF LIABILITY. THE TOTAL LIABILITY OF RESMED, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF LEGAL THEORY, WILL NOT BE GREATER THAN THE ACTUAL SERVICE FEE WITH RESPECT TO WHICH SUCH CLAIM IS MADE. ALSO, UNDER NO CIRCUMSTANCES WILL RESMED BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES IN CONNECTION WITH THE RESMED PRODUCTS, ANY ORDER FOR RESMED PRODUCTS, THE FURNISHING OF EQUIPMENT, GOODS, PARTS OR SERVICES HEREUNDER, OR THE PERFORMANCE, USE OF, OR INABILITY TO USE ANY EQUIPMENT OR ANY OTHER GOODS, PARTS OR SERVICES, OR ANY OTHER MATTER RELATING TO THE FOREGOING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR COMPENSATION, REIMBURSEMENT OR LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, OR CLAIMS OF ANY THIRD PARTY, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, COST OF CAPITAL OR ANY OTHER REASON WHATSOEVER. THIS LIMITATION WILL NOT AFFECT CUSTOMER'S RIGHT TO SEEK APPROPRIATE RELIEF ARISING FROM OR INCIDENT TO ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE CONNECTED TO RESMED'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

8. **Disputes.** In the event of any controversy or dispute related to or arising out of these Service Terms ResMed and Customer agree to meet and confer in good faith to attempt to resolve the controversy or dispute without an adversarial proceeding. If ResMed brings an action for any relief or collection against Customer arising out of this arrangement, Customer will be responsible for reasonable attorneys' fees and costs actually incurred in bringing such action.
9. **Governing Law.** These Service Terms are governed by the laws of the State of California, County of San Diego. Customer agrees to submit to the exclusive jurisdiction of the courts of that jurisdiction.
10. **Miscellaneous.** ResMed accepts no liability for any failure to comply with these Service Terms where such failure is due to circumstance beyond our reasonable control. If ResMed waives any rights available under these Service Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion. If any of these Service Terms is held to be invalid, unenforceable or illegal for any reason, the remaining Service Terms shall nevertheless continue in full force. ResMed may assign these Service Terms, in whole or in part, in its sole discretion. Customer may not assign its rights under these Service Terms without ResMed's prior written permission. Any attempt by Customer to assign its rights under these Service Terms without ResMed's permission shall be void.