

365 DEFIBRILLATOR MONITORING & MAINTENANCE AGREEMENT

Overview

Owning a defibrillator comes with an ongoing responsibility to ensure it is properly maintained and ready for use.

The Pulse Defibs 365 Defibrillator Monitoring & Maintenance Program combines year-round, daily remote monitoring with periodic physical maintenance to provide a complete defibrillator maintenance solution.

It is designed to reduce the risk of undetected device issues, support maintenance and compliance obligations, and provide confidence that enrolled defibrillators are being professionally monitored and managed. To engage Pulse Defibs for the 365 Defibrillator Monitoring & Maintenance Program, please review and execute the details outlined within this Agreement.

This Agreement is entered into as of the date executed by the Client and is made between:

SERVICE PROVIDER

Company: Pulse Defibs Pty Ltd

Address: 37/90 Mona Vale Rd, Warriewood NSW 2102

Phone: (02) 8488 5221

Email: info@pulsedefibs.com.au

CLIENT

Company:

Address:

Phone:

Email:

Name:

Position:

Signature:

Date:

1. Purpose of Agreement

The Client owns or is responsible for one or more defibrillators and wishes to support the ongoing readiness, maintenance and management of these devices.

Pulse Defibs provides remote defibrillator monitoring, physical maintenance, consumable management and ongoing support designed to assist the Client in identifying potential readiness issues and reducing the risk associated with undetected equipment faults, expired consumables or other maintenance requirements.

The purpose of this Agreement is to establish the services, responsibilities and commercial terms associated with the Pulse Defibs 365 Defibrillator Monitoring & Maintenance Program.

2. Scope of Services

Remote Monitoring

Pulse Defibs will monitor each enrolled defibrillator using rescue-ready monitoring technology that systematically captures and transmits information relating to the readiness status of the AED, providing ongoing oversight of AED readiness throughout the year. Information such as opening of the AED cabinet is also monitored, allowing Pulse Defibs to track device use and/or tampering.

Monitoring frequency is daily. Where a potential issue is identified, Pulse Defibs will take reasonable steps to investigate the available information and determine an appropriate response. This may include remote troubleshooting, contacting the nominated Client representative, arranging consumables, coordinating manufacturer support or arranging an on-site attendance.

Consumable Monitoring & Scheduled Replacement

Pulse Defibs will maintain records of electrode pad and battery expiry dates for each enrolled AED.

When electrode pads or batteries reach their manufacturer-specified scheduled replacement or expiry date, Pulse Defibs will arrange an on-site attendance to physically replace the applicable consumables and return the AED to a rescue-ready condition. Site attendance for scheduled consumable replacement is included in the annual maintenance and monitoring fee.

The cost of the consumables will be billed separately at the Service Provider's standard rates. The replacement cost of consumables is not included in the annual maintenance and monitoring fee.

AED Use & Emergency Reinstatement

If an enrolled AED is used or believed to have been used, the Client must notify Pulse Defibs as soon as reasonably practicable.

Pulse Defibs will prioritise returning the AED to a rescue-ready condition. Depending on the location and practical circumstances, Pulse Defibs will determine whether the most appropriate response is to attend the site or to dispatch replacement consumables by express delivery and provide remote assistance to the Client to complete the replacement.

The cost of the consumables will be billed separately at the Service Provider's standard rates. The replacement cost of consumables is not included in the annual maintenance and monitoring fee.

Service Records & Ongoing Support

Pulse Defibs will maintain appropriate records relating to enrolled AEDs, which may include device details and location, monitoring status, pad and battery expiry information, alerts, corrective actions and maintenance completed.

Pulse Defibs will provide ongoing support throughout the term of this Agreement for AED readiness, troubleshooting, consumable replacement and maintenance requirements.

3. Monitoring Equipment

The Client is purchasing a monitoring and maintenance service from Pulse Defibs and is not purchasing the monitoring hardware used to provide that service.

All remote monitoring equipment supplied or installed by Pulse Defibs as part of the Program remains the sole property of Pulse Defibs Pty Ltd at all times. Payment of the setup fee, ongoing service fee or any other amount under this Agreement does not transfer ownership of the monitoring equipment to the Client.

The monitoring equipment is installed at the Client's premises solely as a tool used by Pulse Defibs to provide the services under this Agreement.

The Client must take reasonable care of the monitoring equipment and must not intentionally sell, remove, relocate, modify, interfere with, disable, damage or dispose of it without prior approval from Pulse Defibs.

Pulse Defibs may repair, replace or upgrade its monitoring equipment where reasonably necessary to continue providing the service. Pulse Defibs may also change the hardware, software, communications technology or monitoring platform used to provide the service, provided the overall service is not materially reduced.

If this Agreement or monitoring for a particular AED is terminated, Pulse Defibs retains ownership of the monitoring equipment and is entitled to recover it. The Client agrees to provide reasonable access to the relevant premises for removal. Where appropriate due to location or other circumstances, Pulse Defibs may instead request that the Client remove and return the equipment in accordance with reasonable instructions.

4. Monitoring System & Service Limitations

The Client acknowledges that remote monitoring is designed to assist in identifying potential issues relating to the observable or reported readiness status of an AED.

Remote monitoring does not independently test every internal component or function of the AED and does not constitute a guarantee that an AED will operate successfully during a medical emergency.

The service may rely upon the AED's internal self-testing systems and readiness indicator, Pulse Defibs monitoring equipment, communications networks, (IoT) connectivity, third-party software and infrastructure, and other systems outside the direct control of Pulse Defibs.

Monitoring information may occasionally be delayed, unavailable or interrupted due to communications outages, equipment failure, environmental conditions, obstruction of the AED status indicator, third-party system outages or other circumstances outside the reasonable control of Pulse Defibs.

Pulse Defibs will take reasonable steps to identify and respond to monitoring interruptions or alerts but cannot guarantee uninterrupted transmission of monitoring data or detection of faults that are not reported or observable through the monitoring system.

The term '365 Monitoring' describes an ongoing year-round monitoring service. It does not mean that every AED is continuously observed in real time or independently tested every moment of every day.

5. Term & Renewal

This Agreement commences on the date the service is activated for the Client and continues on an ongoing basis until terminated in accordance with this Agreement. The ongoing service fee is invoiced annually in advance. Each annual payment covers the next annual service period for the enrolled AED(s). Annual service fees are non-refundable once the applicable annual service period has commenced, except where required by law or otherwise agreed in writing by Pulse Defibs.

6. Fees and Payment Terms

Setup Fee - \$99.00 + GST per defibrillator

A one-off setup fee applies to each AED enrolled in the Program. The fee covers installation, activation, configuration and onboarding of Pulse Defibs' remote monitoring equipment. The setup fee does not represent the purchase of the monitoring equipment, which remains the property of Pulse Defibs Pty Ltd.

365 Monitoring & Maintenance Fee - \$361.35 + GST per defibrillator, annually

The 365 Monitoring & Maintenance Fee is calculated at \$0.99 + GST per day for each enrolled AED and is invoiced annually in advance. Based on a standard 365-day year, this equates to \$361.35 + GST per AED per year.

The 365 Monitoring & Maintenance Fee includes:

- Year-round, daily remote monitoring of enrolled AEDs.
- Electrode pad and battery expiry management.
- On-site attendance by Pulse Defibs to complete scheduled pad and battery replacements.
- After-use support, remote and in-person where appropriate.
- Service and maintenance records.
- Ongoing AED readiness and maintenance support.

Invoices are payable within thirty (30) days of issue unless otherwise agreed in writing.

7. Client Obligations

The Client agrees to:

- provide safe and reasonable access for installation, scheduled maintenance, repair or removal of monitoring equipment;
- ensure enrolled AEDs remain appropriately stored and accessible for emergency use;
- not intentionally obstruct the AED readiness indicator or monitoring equipment;
- promptly notify Pulse Defibs of any known AED fault, damage or concern;
- notify Pulse Defibs as soon as reasonably practicable following any known or suspected use of an AED;
- inform Pulse Defibs if an AED or monitoring unit is moved, removed or replaced;
- notify Pulse Defibs of site or installation changes that may affect monitoring;
- maintain current nominated contact details with Pulse Defibs; and
- follow reasonable instructions provided by Pulse Defibs in response to an identified monitoring or maintenance issue.

The Client remains responsible for ensuring the AED is accessible, appropriately stored and used in accordance with applicable manufacturer instructions, and for obligations that cannot reasonably be performed through the Program.

8. Insurance

Pulse Defibs will maintain appropriate insurance coverage throughout the term of this Agreement, including relevant public liability and workers compensation insurance. Evidence of insurance may be provided upon reasonable request.

9. Termination

Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party.

Upon termination, the Client remains responsible for payment of outstanding invoices, services already provided and any approved additional works performed up to the termination date. Annual service fees already paid are non-refundable once the applicable annual service period has commenced, except where required by law.

Upon termination, monitoring will cease and all Pulse Defibs monitoring equipment remains the property of Pulse Defibs. The Client must provide reasonable access for Pulse Defibs to remove and recover its equipment, or return the equipment if reasonably requested by Pulse Defibs.

10. Limitation of Liability

Pulse Defibs will take reasonable care and skill in providing the monitoring and maintenance services outlined in this Agreement.

The Client acknowledges that AED performance may be affected by unforeseen faults, component failures, environmental factors, misuse, damage, manufacturer limitations or circumstances outside the reasonable control of Pulse Defibs.

The Client further acknowledges that remote monitoring cannot identify every possible fault and that a rescue-ready status indication does not constitute a guarantee that the AED will successfully operate in every emergency.

To the maximum extent permitted by law, Pulse Defibs will not be liable for loss, damage, injury or claim arising solely from circumstances outside its reasonable control, including an undetected AED fault, interruption of communications services, failure of third-party technology or failure of the AED's own self-testing or readiness indication.

Nothing in this Agreement excludes, restricts or modifies any right, guarantee or remedy that cannot lawfully be excluded, restricted or modified.

11. Confidentiality & Monitoring Data

Both parties agree to maintain confidentiality regarding confidential information disclosed during the course of this Agreement.

Pulse Defibs may collect and retain information reasonably necessary to provide the service, including AED status information, monitoring alerts, device details, service records and maintenance information.

Such information may be processed using third-party monitoring platforms, communications providers or technology providers where reasonably necessary to deliver the service.

Neither party will disclose confidential information to an unrelated third party except where required by law or reasonably necessary to fulfil obligations under this Agreement.

12. Dispute Resolution

In the event of a dispute arising from this Agreement, both parties agree to first attempt to resolve the matter through good-faith negotiation. If the dispute cannot be resolved through negotiation, the parties agree to participate in mediation prior to commencing formal legal proceedings.

13. Miscellaneous

Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the state or territory in which the service is provided.

Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the monitoring and maintenance of the enrolled AED(s) and supersedes previous discussions, representations or agreements relating to those services.

Amendments

Any material changes or amendments to this Agreement must be made in writing and agreed upon by both parties.

14. Additional Details

Number of defibrillators covered under this agreement:

AED make/model(s):

Location(s):

Additional requirements: