

Secure Care Products[®], Inc.

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430 ADULT TRANSMITTER

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USER GUIDE

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 A09000601 Rev B, Date 7/8/03 ECO # 4128

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SECURE CARE PRODUCTS®, INC.

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ANKLE TRANSMITTER POLICY

Secure Care Products®, Inc. provides its clients with ankle transmitters imprinted on the front with the expiration date. These Transmitters have a three (3) year warranty (See Three Year Warranty and General Products Warranty Statement).

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TRANSMITTER TRACKING SYSTEM¶

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Secure Care Products®, Inc. requires facilities to test the transmitter for proper operation on a daily basis.

Secure Care Products®, Inc. does ask that the facility keep one extra transmitter on hand for emergencies, or in the event a new resident should be admitted.

OPERATIONS AND MAINTENANCE

The Secure Care System is not a Substitute for Careful Identification and Monitoring by Professional Staff.

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Secure Care's software, parts and products have been designed to augment a facility's reasonable procedures for protecting residents and patients. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care's system is not intended as a substitute for the careful identification and monitoring of residents and patients by a facility's professional staff.

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TRANSMITTER APPLICATION AND REPLACEMENT

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The ankle transmitter should be properly fitted to the residents ankle with regard to comfort (two fingertips should fit between the band and the resident's ankle).

The ankle transmitter is water-tight and designed to remain on the resident for a specified number of months. Whirlpools, bathing, medical testing, etc. and washing the transmitter with mild soap or mild disinfectant, should have no effect on the ankle transmitter. However, soaking or washing in alcohol, alcohol-based, or petroleum-based products is prohibited.

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It is recommended that the date of application of the ankle transmitter be entered in the nurse's notes for each resident wearing an ankle transmitter. In addition, the date of the ankle transmitter expiration should be noted so the ankle transmitter is replaced at the proper time, ensuring the protection of the resident.

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Deleted: will have a fast, easy reference of expiration. For transmitters purchased prior to 10/1/99, approximately 30 days prior to the transmitter expiration date, Secure Care Products, Inc. will notify the facility of the need to renew their ankle transmitter warranty. Secure Care Products, Inc. provides the facility with the number of transmitters which will expire, the transmitter serial numbers and an order blank for the customer to indicate their upcoming transmitter needs. The facility will be sent three (3) written notifications: 1st, 30 days before expiration, 2nd, halfway through the month of expiration and 3rd, final expiration notice at the end of the month of expiration.

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When the renewal order is received, the facility transmitters are shipped the first working day of the month of expiration, along with instructions on the procedure to follow for returning the outdated transmitters. A self-addressed postage-paid mailing label will be included in the order for ease in returning expired transmitters to Secure Care Products, Inc.¶

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HYGIENE AND SKIN CARE

Proper care should be given to the skin area around the ankle transmitter. Lotion should be applied morning and evening, more often when needed. For those few residents whose skin is extremely sensitive, it is suggested that a light cotton sock or nylon hose be slipped over the foot and under the ankle transmitter. Normal ankle transmitter application calls for two fingertips of slack between the strap and the ankle.

In the likelihood the transmitter strap becomes soiled, discolored or torn, it may be easily replaced. Simply cut off the old strap and slide a new strap into the ankle transmitter case. Replacement straps, sold in increments of one dozen, are available from Secure Care Products®, Inc.

WHEELCHAIR RESTRICTIONS

If the resident is confined to a wheelchair, but still able to get up and walk, the transmitter must be worn on the ankle of a leg that is not elevated. All transmitters must be worn on the ankle. If both legs are elevated, and the resident is not capable of getting up and walking, then the transmitter may be put in the upright position on the rod/leg above the wheel of the wheelchair.

RENEWALS

Effective 10/1/99, transmitters will be engraved with the expiration date on the face of the transmitter.

It is the responsibility of the customer to order the renewal transmitters required in order to avoid the risk of a resident wearing an expired transmitter. Allow a manufacturing lead-time of approximately two weeks when ordering transmitters.

All warranties on transmitters expire three (3) years from the shipping date. Secure Care Products®, Inc., must stress the importance of replacing expired ankle transmitters immediately.

The facility needs to perform daily testing of the transmitters, maintaining a list of resident and assigned transmitter (a #707 transmitter tester is available to purchase for this purpose).

THREE YEAR TRANSMITTER WARRANTY

Transmitters are warranted for three (3) years from date of shipment. If within the three (3) year warranty period a transmitter is not performing to our specification, **CALL** our toll free number (1-800-451-7917), **for a TXRA (Transmitter Return Authorization) BEFORE returning any Transmitter.**

A replacement transmitter will be sent (to complete the end of the original warranty), along with a postage paid label marked with a Return Authorization number. Simply replace the suspect transmitter with the replacement and send it back to Secure Care Products® within 15 days with facility name and address, and the TXRA Number displayed, along with a description of the transmitter problem.

When the transmitter is returned to Secure Care Products®, Inc., it is tested on a system similar to that in the facility to verify that the transmitter is not working to our specifications.

If the transmitter tests properly, and is in good working condition, the facility may be charged a prorated amount up to the original due date, as well as freight charges incurred.

If the transmitter is physically damaged, or has been soaked or washed in alcohol, the facility will be charged the full replacement transmitter charge.

If the suspect transmitter is not returned to us within the 15-day period, the facility will be charged the prorated transmitter amount.

However, if the transmitter is returned within the 15-day period and does not pass our testing procedures there is no charge to the facility for the replacement.

DOCUMENTATION AND TESTING

DAILY TRANSMITTER TESTING

Each day, the aide responsible for the care of the residents utilizing the Secure Care System must ensure that the ankle transmitter is in place. This must be done at each shift change. Documentation of this check should be made by the nurse's aide. This should be recorded on the aide's daily checklist for the particular resident. Each transmitter should be tested daily to ensure working properly. Date imprinted transmitters should be checked for expiration date at this time. The #707 tester is available to purchase for fast, easy testing of all transmitters.

A documented test of each ankle transmitter at the facility must be made each day. This testing should also include those transmitters not currently in use. The procedure involves using the #707 transmitter tester and/or the exit panel on the wall by the exit, and documenting the performance of the transmitter.

Attached is a daily transmitter testing log, which you may find useful.

DAILY TRANSMITTER TESTING LOG

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Use a separate sheet for each Resident.

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Serial # and/or

Expiration Date _____ Month _____

Day #	Name of Resident	Test OK	Tested By
01	_____	_____	_____
02	_____	_____	_____
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Secure Care Products[®], Inc.

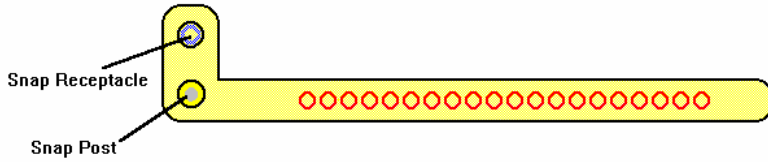
STRAP INSTRUCTIONS

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1. Place the band around the Resident's ankle, keeping two fingers between the band and the ankle to allow room for swelling to occur.
2. Place the Snap Post through the nearest hole.
3. Fold the Snap Receptacle down to accept the Snap Post and press together firmly until they snap securely.
4. Cut off excess material

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To ensure proper operation of the Transmitter, it must be in an upright (or vertical) position on the ankle.

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Do Not soak the Transmitter in alcohol, alcohol-based or petroleum based products. It is acceptable to wash the Transmitter with a mild disinfectant or soap and water.

Information may be written on the strap using a permanent marker.

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Transmitter straps are sold in increments of one (1) dozen, plus UPS shipping and handling.

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Transmitters returned to Secure Care Products[®] without prior approval may incur **additional charges** to your account.

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If you have any questions, please do not hesitate to call our *Toll Free* number 1-800-451-7917.

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Secure Care Products[®], Inc. 1-800-451-7917

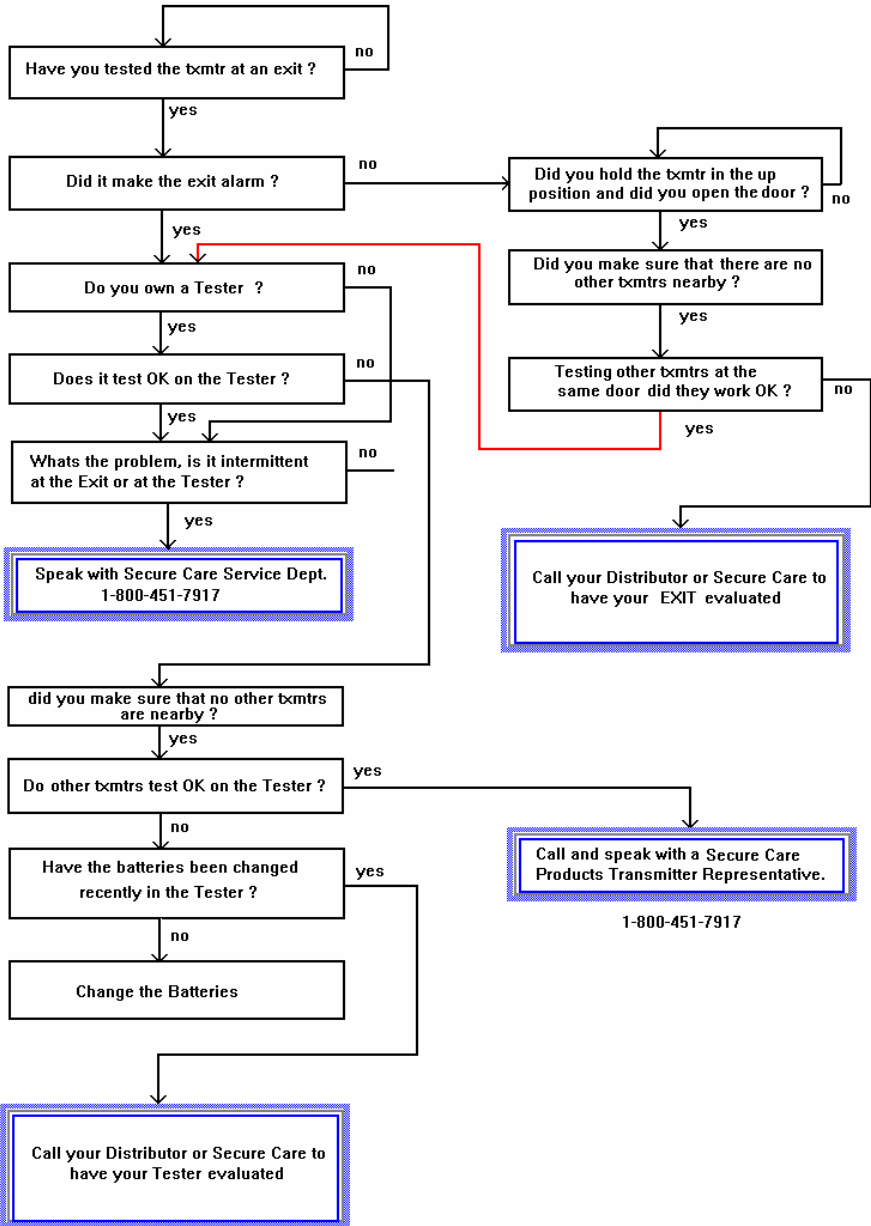
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1-13-94 Transmitter Troubleshooting Flowchart

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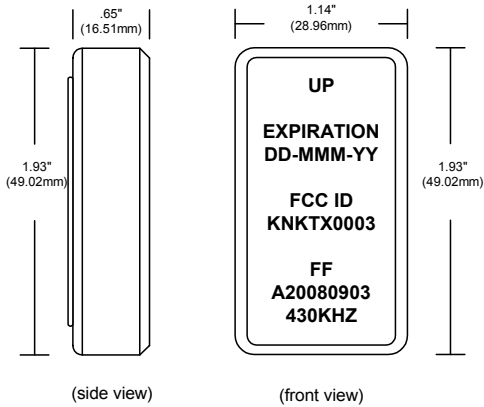


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Adult Transmitter

Wandering Resident System

Part # A20080903



(All unit dimensions are approximate.)

Description

The A20080903 is an active transmitter that is sending out a Radio Frequency (RF) Signal. The A20080903 should send out this RF signal for (3) years. The system at the exit should consist of components that are tuned to the transmitter frequency and have the intelligence to recognize this transmitter. The A20080903 is water tight and can be submerged in water without damaging the unit. The A20080903 has an expiration date engraved into the front cover and the unit should be disposed of properly when the expiration date has been reached. The 707 Tester should be used for routine testing of both transmitters and exit systems.

Features

- Light Weight
- Attractive White Case
- Long Life Three (3) Year Life Expectancy
- Active Transmission
- Water Tight
- Durable Polycarbonate Plastic
- Does Not Interfere With Other Medical Equipment

Electrical Specifications

Power Supply	Lithium 3 Volt Battery
Max. Current Draw	22 Micro Amps
Operating Frequency	430 kHz
Signal Output Power	Less than 100 microwatts
Output Signal Type	Active, Pulsed Signal
Pulse Separation	60-70 milliseconds
Pulse Length	1 millisecond

Material Included

Sealed Active Transmitter	1
Hypo-allergenic, Water Proof, Transmitter Strap	1

Construction Specifications

Case Construction Material	Molded, Durable, Polycarbonate Plastic
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FCC Information

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This device Complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference and (2) this device must accept any interference received, including interference that may cause undesired operation.

Any changes or modifications not expressly approved by Secure Care Products, Inc. could void your authorization to operate this device.

[\(Sample Letter for Facility to use on their letterhead for Residents Families\)](#)

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Our facility has installed the Secure Care System, an innovative electronic monitoring system for residents who may tend to wander from the safety of our building. This new technology will allow us to care for confused ambulatory residents without sacrificing their freedom of mobility or their quality of life.

Residents who need close supervision, either because of Alzheimer's Disease, dementia, or just a tendency to wander and become disorientated, wear a lightweight, waterproof ankle bracelet which is worn 24 hours a day and contains a radio transmitter. If the resident wanders through a monitored exit, an alarm is triggered at the exit and/or a central nurse station panel. The staff immediately returns the resident to the safety of the facility, thereby preventing what may have been a life-threatening incident.

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Our wandering residents are often physically able to leave the building accompanied by staff, but if they get outside alone they become too confused to find their way back. The Secure Care System will allow our residents the freedom to wander without the fear that they will wander too far. The system will not only give our wandering residents new freedom, but also give our staff more time to care for all residents. It's a real advance for the long-term care facility.

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The physically active resident who suffers from Alzheimer's Disease, disorientation or dementia has long been a major concern to nursing homes. In the past, safety measures have included physical or chemical restraints or around the clock supervision.

The Secure Care System allows us to provide quality care for the elderly population. It is a dignified and safe method of providing a secure environment for your loved one. If you would prefer that we not place a transmitter on your family member, please indicate so in writing below.

Administrator or DON

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Family Member

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Revised 5/8/03

SECURE CARE PRODUCTS, INC.

GENERAL PRODUCT WARRANTY STATEMENT

BY PERMITTING INSTALLATION OR BY MAKING USE OF ANY PRODUCT OR SERVICE DESIGNED OR MANUFACTURED BY SECURE CARE PRODUCTS, INC. ("SECURE CARE") (INCLUDING SUPPORT SERVICES, MAINTAINED SOFTWARE AND MAJOR RELEASES, WHETHER OR NOT IT IS COVERED BY ANY SOFTWARE MAINTENANCE OR LICENSE AGREEMENT) ("THIS PRODUCT"), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS OF THIS GENERAL PRODUCT WARRANTY STATEMENT, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THIS PRODUCT FROM ANY AUTHORIZED DISTRIBUTOR OF SECURE CARE, THAT DISTRIBUTOR IS NOT SECURE CARE'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES OR TO AGREE TO ANY TERMS OR CONDITIONS WHICH ARE DIFFERENT FROM ANYTHING EXPRESSLY SET FORTH IN THIS GENERAL PRODUCT WARRANTY STATEMENT.

If you do not agree to the terms and conditions of this General Product Warranty Statement, do not permit the installation or make use of this Product and promptly return this Product to the place where you obtained it for a full refund. If you have any difficulty obtaining a refund, please contact Secure Care at the telephone number provided in Section 2.B below.

1. Notices

A. ALL LOCKS USED WITH THE SECURE CARE SYSTEM ARE DESIGNED, MANUFACTURED, LABELED AND DELIVERED SOLELY BY AN INDEPENDENT VENDOR OVER WHOM SECURE CARE HAS NO CONTROL AND FOR WHOSE ACTIONS OR FAILURES TO ACT SECURE CARE DISCLAIMS ALL RESPONSIBILITY. REGARDLESS OF WHETHER THE LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE LOCKS WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE LOCKS AND/OR THEIR USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE INDEPENDENT VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE INDEPENDENT VENDOR.

B. IF YOU PURCHASE COMPUTER HARDWARE THROUGH SECURE CARE AND REQUEST THAT SECURE CARE SOFTWARE BE INSTALLED AND TESTED ON THAT HARDWARE AT THE FACTORY, SECURE CARE WARRANTS ONLY THAT THE HARDWARE AND THE SOFTWARE PACKAGES WERE INSTALLED, SET-UP AND TESTED PRIOR TO SHIPMENT IN ACCORDANCE WITH ALL SECURE CARE PRODUCT MANUALS

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GENERAL PRODUCT WARRANTY STATEMENT¶
BY PERMITTING INSTALLATION OR BY MAKING USE OF ANY PRODUCT (INCLUDING SUPPORT SERVICES, MAINTAINED SOFTWARE AND MAJOR RELEASES, WHETHER OR NOT IT IS COVERED BY ANY SOFTWARE MAINTENANCE OR LICENSE AGREEMENT) ("THIS PRODUCT"), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS OF THIS GENERAL PRODUCT WARRANTY STATEMENT, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THIS PRODUCT FROM ANY AUTHORIZED DISTRIBUTOR OF SECURE CARE PRODUCTS, INC. ("SECURE CARE"), THAT DISTRIBUTOR IS NOT SECURE CARE'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES OR TO AGREE TO ANY TERMS OR CONDITIO... [13]

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AND THAT, AT THE TIME THE HARDWARE AND THE SOFTWARE PACKAGES WERE FINALLY INSPECTED AT THE FACTORY, THEY WERE PERFORMING (SUBJECT TO SECURE CARE'S SPECIFIED TOLERANCES) IN ACCORDANCE WITH SECURE CARE'S SPECIFICATIONS. SECURE CARE WILL NOT BE RESPONSIBLE FOR ANY DEFECTS IN OR PROBLEMS CAUSED BY THE HARDWARE, ALL CLAIMS FOR WHICH MUST BE MADE TO THE HARDWARE MANUFACTURER AND/OR VENDOR. SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH HARDWARE CARRIES SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE HARDWARE WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE HARDWARE AND/OR ITS USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE HARDWARE MANUFACTURER AND/OR VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE HARDWARE MANUFACTURER AND/OR VENDOR.

C. Secure Care's software, parts and products are designed for operation in a wireless system. However, the range, performance, and predictability of any wireless system, including Secure Care's, is dependent on several factors, including, but not limited to, the following: building structure; environmental extremes (e.g., temperature, earth tremors, air pollution, etc.); the proximity of other wireless devices; the presence of variable speed products; sources of Radio Frequency Interference (RFI); physical orientation and positioning of the equipment; and sources of Electro Static Discharge ("ESD"). Secure Care cannot be responsible for the effect of these types of factors on operation of its software, parts and products.

D. This Product must be installed, set-up, tested, supported, operated, maintained, repaired and used only in accordance with all manuals and instructions (including the user, installation, technical and other manuals) issued by Secure Care (the "Product Manuals"). It is your responsibility to assure that any person who might be installing, setting-up, testing, supporting, maintaining or repairing this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care technical training. It is also your responsibility to assure that any person who might be operating or using this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care in-service training. If you do not have the Product Manuals or if you have any questions regarding this Product and/or its installation, set-up, testing, support, operation, maintenance, repair or use, please call Secure Care at the telephone number provided in section 2.B below. Secure Care cannot be responsible for performance problems caused by a failure to follow published and appropriate procedures for installation, set-up, testing, support, operation, maintenance, repair and use.

All adjustable features on new and repaired Secure Care software, parts and products are shipped with "factory default" settings. These "factory default" settings may not comply with building and life safety codes or other applicable laws and regulations in the location where they are installed or operated. Secure Care strongly recommends, therefore, that the settings on all Secure Care software, parts and products be checked and, if necessary, reset to comply with local building and life safety codes and other applicable laws and regulations at the time of any installation, set-up, testing, support, maintenance or repair.

E. Secure Care's system is driven by software. However, the performance and reliability of any software-driven system depends on adequately maintaining the recommended minimum configuration of computing platform, operating systems and applications programs and on regularly performing industry-standard and application-specific backup processes. If recommended minimum configurations of computing platform, operating systems, and applications programs are not adequately maintained, or if appropriate backups are not regularly performed, the software may not drive the system as intended. Secure Care cannot be responsible for operational problems caused by a failure to perform these maintenance and backup procedures.

F. Secure Care does not authorize, and strongly recommends against, any installation or field replacement of software, parts or products by untrained contractors or facility staff. Such work can be hazardous, can render the

system ineffective and will void any Secure Care warranty or liability that might otherwise relate to the system.

Before any software, parts or products which have been designed and manufactured by Secure Care can be safely installed, set-up, tested, supported, maintained or repaired, technical training in accordance with standards established by Secure Care is required. Regardless of how Secure Care's software, parts or products are obtained, they should not be installed, set-up, tested, supported, maintained or repaired by any person who has not satisfactorily completed that technical training (a "qualified service technician".) When Secure Care's software, parts or products are sold separately from installation services, it is assumed that only a qualified service technician will conduct any installation, set-up, testing, support, maintenance or repair involving that software, part or products.

G. It is important that any installation, set-up, testing, support, operation, maintenance, repair or use involving the system comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.

H. Secure Care receives and responds to telephone and dial-in inquiries (the "Help Line") about its software, parts and products for the purpose of discussing users' experiences with Secure Care's system, helping users better understand how their systems work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that software, parts or products are installed, set-up, tested, supported, maintained or repaired correctly or that a Secure Care system is functioning properly is to have it examined on site by a qualified service technician. In addition, Secure Care software, parts and products cannot be operated or used correctly by anyone who has not successfully completed Secure Care in-service training. Secure Care's Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician or for successful completion of Secure Care in-service training. Secure Care strongly recommends that any installation, set-up, testing, support, replacement, maintenance or repair of a system that is performed by a person who has not satisfactorily completed technical training in accordance with standards established by Secure Care be immediately checked on-site by a person who has completed that technical training.

WARNING: EVEN SLIGHT MODIFICATIONS TO THE SYSTEM OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE SECURE CARE'S SYSTEM TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT SECURE CARE'S SYSTEM HAS BEEN INSTALLED, SET-UP, TESTED, SUPPORTED, MAINTAINED, AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.

I. Secure Care's software, parts and products have been designed to augment a facility's reasonable procedures for protecting residents and patients. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care's system is not intended as a substitute for the careful identification and monitoring of residents and patients by a facility's professional staff.

2. Limited Warranty

A. SUBJECT TO THE LIMITATIONS SET FORTH IN THIS GENERAL PRODUCT WARRANTY STATEMENT (AS AMENDED FROM TIME TO TIME BY SECURE CARE IN ITS ABSOLUTE DISCRETION), AND UNLESS A DIFFERENT PERIOD IS SPECIFIED IN WRITING BY SECURE CARE FOR A PARTICULAR PRODUCT OR SERVICE, SECURE CARE WARRANTS THAT THIS PRODUCT (SUBJECT TO SECURE CARE'S SPECIFIED TOLERANCES AND EXCLUDING ANY EXPENDABLE ITEMS), IF SOLD BY SECURE CARE TO AN AUTHORIZED SECURE CARE DISTRIBUTOR, SHALL CONFORM TO THE SPECIFICATIONS WHICH ACCOMPANY THIS PRODUCT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY OF THIS PRODUCT BY SECURE CARE TO A COMMON CARRIER, F.O.B. SECURE CARE'S MANUFACTURING FACILITY IN CONCORD, NEW HAMPSHIRE OR, IN THE CASE OF SERVICES, FROM THE DATE OF FIRST PROVISION OF SUCH SERVICES. THIS WARRANTY DOES NOT EXTEND TO AND IS NOT FOR THE BENEFIT OF ANY PERSON OTHER THAN AN AUTHORIZED SECURE CARE DISTRIBUTOR WHO PURCHASES THIS PRODUCT FROM SECURE CARE, ANY SUB-DISTRIBUTOR THEREOF AND/OR THE CUSTOMER TO WHOM THIS PRODUCT IS FIRST PROVIDED FOR USE, BY SECURE CARE, AN AUTHORIZED SECURE CARE DISTRIBUTOR OR ANY SUB-DISTRIBUTOR THEREOF. IN THE EVENT THAT THIS PRODUCT DOES NOT COMPLY WITH THIS WARRANTY, SECURE CARE WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE THIS PRODUCT OR REFUND THE PURCHASE PRICE, PROVIDED THAT THIS PRODUCT IS RETURNED AS PROVIDED IN SECTION 2.B BELOW. REPLACEMENT OF THIS PRODUCT UNDER WARRANTY WILL NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

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Secure Care will also, at its option, either repair or replace this Product after the warranty has expired, for an additional charge, provided that this Product is returned as provided in Section 2.B below. If Secure Care repairs or replaces this Product after the warranty has expired, the terms of the warranty set forth in this Section 2.A for a new Product will apply to the repaired or replaced Product, with the exception that the term will run for ninety (90) days from the date of repair or replacement.

Repair may include the replacement of parts and products with functionally equivalent, reconditioned parts or products. Any part or product replaced by Secure Care will become the property of Secure Care upon replacement.

B. Warranty service is available by contacting Secure Care at 800-451-7917 and obtaining a Return Authorization Number. No Product may be returned to Secure Care without first obtaining a Return Authorization Number. When this Product is returned to Secure Care, please include the Return Authorization Number and a detailed written description of the problem. Issuance of a Return Authorization Number by Secure Care will not constitute an admission that there is a problem with the Product being returned, that any problem is covered by warranty or that Secure Care has any responsibility to repair, replace, make refunds for or pay claims, costs, damages or liabilities connected with the Product being returned.

NOTE: Transmitters are not repaired, nor is the warranty extended, beyond the expiration date.

If this Product is returned to Secure Care for any reason, you will retain title (unless and until a part or product is replaced, in which case you will obtain title to the replacement part or product at the time of replacement), the risk of loss, and the obligation to pay all costs of shipping, storage and other charges and obligations relating to this Product.

C. EXCEPT AS STATED IN THIS SECTION 2, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WHOLE OR ANY PART OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM A COURSE OF DEALING OR USAGE IN TRADE.

3. Limitations of Liability

A. REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SECURE CARE'S TOTAL LIABILITY TO ALL PERSONS, WHETHER SINGLY OR TOGETHER, FOR ALL OCCURRENCES COMBINED, FOR CLAIMS, COSTS, DAMAGES OR LIABILITIES BASED ON ANY CAUSE WHATSOEVER AND ARISING FROM OR IN CONNECTION WITH THIS PRODUCT, OR THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT, OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING THIS PRODUCT, SHALL NOT EXCEED THE AGGREGATE PRICE (WITHOUT INTEREST) PAID TO SECURE CARE FOR THIS PRODUCT.

B. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY LOSS OF DATA, LOSS OF PROFITS OR LOSS OF USE OF THIS PRODUCT OR ANY EQUIPMENT, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, OR OTHER DAMAGES, ARISING FROM OR IN CONNECTION WITH THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING OR DELIVERING THIS PRODUCT.

C. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES CAUSED BY: (i) ANY DISTRIBUTOR'S FAILURE TO PERFORM ITS OBLIGATIONS AND RESPONSIBILITIES UNDER A DISTRIBUTOR AGREEMENT WITH SECURE CARE; (ii) IMPROPER OR DEFECTIVE PROMOTION, DISTRIBUTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE OR REPAIR OF THIS PRODUCT, INCLUDING WORK PERFORMED, WITHOUT SECURE CARE'S PRIOR WRITTEN CONSENT IN ITS ABSOLUTE DISCRETION, BY A PERSON WHO HAS NOT SATISFACTORILY COMPLETED SECURE CARE TECHNICAL TRAINING, OR IN A MANNER NOT CONSISTENT WITH SECURE CARE TECHNICAL TRAINING; (iii) IMPROPER OR DEFECTIVE OPERATION OR USE OF THIS PRODUCT BY A PERSON WHO HAS NOT

SUCCESSFULLY COMPLETED SECURE CARE IN-SERVICE TRAINING, OR IN A MANNER NOT CONSISTENT WITH SECURE CARE IN-SERVICE TRAINING; (iv) SUPPLY OF THIS PRODUCT BY A DISTRIBUTOR FOR USE IN, OR THE USE OF THIS PRODUCT IN, ANY SYSTEM OR CONFIGURATION NOT DESIGNED TO SECURE CARE STANDARDS OR IN WHICH A DISTRIBUTOR OR ANY THIRD PARTY HAS SUBSTITUTED MATERIALS AND/OR GOODS NOT SPECIFIED BY SECURE CARE; OR (v) DETERIORATION OF THIS PRODUCT DURING STORAGE.

D. YOU AGREE TO INDEMNIFY AND HOLD SECURE CARE HARMLESS FROM ALL CLAIMS, COSTS, DAMAGES AND LIABILITIES ASSERTED BY ANYONE FOR ANY DAMAGES THAT ARE EXCLUDED AND WAIVED, OR ARE INTENDED TO BE EXCLUDED AND WAIVED, BY THIS SECTION 3, OR WHICH ARE IMPOSED BY LAW ON BEHALF OF ANYONE BUT WHICH ARE NOT EXPRESSLY STATED IN THIS GENERAL PRODUCT WARRANTY STATEMENT.

E. THE EXCLUSIONS, WAIVERS AND LIMITATIONS ON CLAIMS, COSTS, DAMAGES AND LIABILITIES AND ANY RIGHTS OF INDEMNIFICATION SET FORTH IN THIS SECTION 3 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND SHALL NOT BE EXPANDED OR NEGATED IN ANY RESPECT BY SECURE CARE'S OPERATION OF A "HELP LINE" TO RECEIVE AND RESPOND TO TELEPHONE OR DIAL-IN INQUIRES ABOUT THIS PRODUCT, BY ANY COMMUNICATIONS THROUGH THAT "HELP LINE" OR BY ANY ACTIONS TAKEN BY ANYONE FOLLOWING COMMUNICATIONS WITH SECURE CARE OVER SUCH "HELP LINE."

4. Governing Law and Arbitration

A. This General Product Warranty Statement, and all questions arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of laws provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period on the International Sale of Goods (the "1974 Convention"), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

B. Any dispute, controversy or claim arising out of or relating to this General Product Warranty Statement shall be resolved by arbitration. Regardless of the amount in dispute, the arbitration shall be conducted by a single arbitrator selected by the parties or, if they cannot agree, by a single arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The arbitration shall be conducted in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Concord, New Hampshire. The decision of the arbitrator shall be binding and enforceable by any state or federal court in New Hampshire, and you hereby consent to the personal jurisdiction of any state or federal court in New Hampshire for that purpose. The expense of the arbitration (excluding each side's own attorneys' fees, costs, and related expenses) shall initially be paid in equal shares by each side, but the total of such expenses plus any award of attorneys' fees, cost and expenses shall finally be paid by the parties as the arbitrator determines. Nothing in this Section 4.B shall preclude Secure Care from seeking provisional or equitable relief from any appropriate court to protect its rights prior to, pending or in the absence of such arbitration proceedings.

5. Severability

The invalidity or unenforceability of any provision of this General Product Warranty Statement shall not affect the validity or enforceability of any other provision hereof.

6. Waiver

No term or condition of this General Product Warranty Statement may be waived except in writing signed by Secure Care. A waiver on one or more occasions of any term or condition of this General Product Warranty Statement shall not constitute or be deemed to be a waiver of such term or condition on any other occasion. No delay or failure of Secure Care to exercise any right or remedy under this General Product Warranty Statement will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of this General Product Warranty Statement on any one occasion shall be deemed to be a waiver of Secure Care's right to do so on another occasion; and no course of dealing will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under this General Product Warranty Statement.

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SECURE CARE PRODUCTS, INC.¶

1. **SALE OF TRANSMITTERS.**
Secure Care Products, Inc. (SCP) agrees to sell the transmitter (Equipment)¶
The facility agrees to buy, for a period of time from "date shipped" to "next due date" (Sale Period). SCP agrees to deliver the transmitter in good working order. Facility agrees to return the transmitter to SCP promptly upon receipt of renewal and/or replacement transmitters. Facility agrees to prepay for transmitters. Extra straps (sold in increments of one dozen) may be ordered through SCP.¶

2. **WARRANTY NOTICE.**
Transmitters are warranted for three (3) years from date of shipment. SCP will replace at no charge (through the end of the original warranty) any transmitter found not working to our specifications. Those physically damaged, soaked in alcohol or testing properly @ SCP, may be charged for replacements. **Please call SCP for a TXRA (transmitter return authorization) before returning any suspect transmitters.** Suspect transmitters returned without TXRA may be deleted from files and destroyed without SCP's knowledge of the need for testing, per our standard renewal/expired transmitter policy.¶

3. **SAFETY NOTICE.** Transmitters must not be used beyond the warranty expiration date and any currently expressed or implied warranties expire concurrently with the initial expiration. In the event the customer continues to use the transmitters beyond the expiration period the customer hereby holds Secure Care Products, Inc. and its agents harmless for any and all claims for damage or injury resulting from the use of any expired transmitters. **USE ONLY ONE TRANSMITTER PER RESIDENT FOR USE ON ANKLE.**¶

4. **PAYMENT.** Prepayment or net 30 days is requested on all transmitter and strap purchases. If terms are not met by the facility, no warranty or liability claims may be filed against Secure Care Products, Inc. If there are any unpaid balances on account, SCP will not ship any merchandise and/or transmitters until account is current. All payments in US Funds only.¶

5. **DELIVERY.** SCP shall not be liable for loss, damage, detention or delay due to war, riots, civil insurrection, fi... [20]

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WHEELCHAIR RESTRICTIONS

If the resident is confined to a wheelchair, the transmitter must be worn on the ankle of a leg that is **not** elevated. All transmitters **must be worn on the ankle**. If both legs are elevated, please call Secure Care Products, Inc. to determine an alternate solution.

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OPERATIONS AND MAINTENANCE

The Secure Care Products, Inc. wandering resident system is designed to assist with resident safety, reduce risk, and cut the cost of providing quality long-term care. It takes the worry out of caring for wanderers and frees staff members for other important duties.

It is the responsibility of the staff to see that system maintenance and daily transmitter testing routines are followed and documented. This is critical, not only for reasons of resident care, but also for liability protection and warranty compliance.

TRANSMITTER APPLICATION AND REPLACEMENT

The ankle transmitter should be properly fitted to the residents ankle with regard to comfort (two fingertips should fit between the band and the resident's ankle).

The ankle transmitter is water tight and designed to remain on the resident for a specified number of months. Whirlpools, bathing, medical testing, etc. will have no effect on the ankle transmitter. However, soaking or washing in alcohol, alcohol-based or petroleum-based products is prohibited.

It is recommended that the date of application and/or the serial number of the ankle transmitter be entered in the nurse's notes for each resident wearing an ankle transmitter. In addition, the date of the ankle transmitter replacement should be noted so the ankle transmitter is replaced at the proper time, ensuring the protection of the resident.

HYGIENE AND SKIN CARE

Proper care should be given to the skin area around the ankle transmitter. Lotion should be applied morning and evening, more often when needed. For those few residents whose skin is extremely sensitive, it is suggested that a light cotton sock or nylon hose be slipped over the foot and under the ankle transmitter. Normal ankle transmitter application calls for two fingertips of slack between the strap and the ankle.

In the event the transmitter strap becomes soiled, discolored or torn, it may be easily replaced. Simply cut off the old strap and slide a new strap into the ankle transmitter case. Replacement straps, sold in increments of one dozen, are available from Secure Care Products, Inc.

DOCUMENTATION AND TESTING

DAILY TRANSMITTER TESTING

Each day, the aide responsible for the care of the residents utilizing the Secure Care System must ensure that the ankle transmitter is in place. This **must be done at each shift change**. Documentation of this check should be made by the nurse's aide. This should be recorded on the aide's daily checklist for the particular resident. Each transmitter should be tested **daily** to ensure working properly. Date imprinted transmitters should be checked for expiration date at this time. The #707 tester is available for fast, easy testing of all transmitters.

A documented test of each ankle transmitter at the facility must be made **each day**. This testing should also include those transmitters not currently in use. The procedure involves using #707 transmitter tester and/or the exit panel and documenting the performance of the transmitter. Attached is a daily transmitter testing log which you may find useful.

DAILY TRANSMITTER TESTING LOG

SECURE CARE PRODUCTS, INC.

GENERAL PRODUCT WARRANTY STATEMENT

BY PERMITTING INSTALLATION OR BY MAKING USE OF ANY PRODUCT (INCLUDING SUPPORT SERVICES, MAINTAINED SOFTWARE AND MAJOR RELEASES, WHETHER OR NOT IT IS COVERED BY ANY SOFTWARE MAINTENANCE OR LICENSE AGREEMENT) (“THIS PRODUCT”), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS OF THIS GENERAL PRODUCT WARRANTY STATEMENT, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THIS PRODUCT FROM ANY AUTHORIZED DISTRIBUTOR OF SECURE CARE PRODUCTS, INC. (“SECURE CARE”), THAT DISTRIBUTOR IS NOT SECURE CARE’S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES OR TO AGREE TO ANY TERMS OR CONDITIONS WHICH ARE DIFFERENT FROM ANYTHING EXPRESSLY SET FORTH IN THIS GENERAL PRODUCT WARRANTY STATEMENT.

If you do not agree to the terms and conditions of this General Product Warranty Statement, do not permit the installation or make use of this Product and promptly return this Product to the place where you obtained it for a full refund. If you have any difficulty obtaining a refund, please contact Secure Care at the telephone number provided in Section 2.B below.

1. Notices

A. ALL LOCKS USED WITH THE SECURE CARE SYSTEM ARE DESIGNED, MANUFACTURED, LABELED AND DELIVERED SOLELY BY AN INDEPENDENT VENDOR OVER WHOM SECURE CARE HAS NO CONTROL AND FOR WHOSE ACTIONS OR FAILURES TO ACT SECURE CARE DISCLAIMS ALL RESPONSIBILITY. REGARDLESS OF WHETHER THE LOCKS CARRY SECURE CARE’S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH LOCKS CARRY SECURE CARE’S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE LOCKS WITH SECURE CARE SOFTWARE, PARTS AND/OR

PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE LOCKS AND/OR THEIR USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE INDEPENDENT VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE INDEPENDENT VENDOR.

B. Secure Care's software, parts and products are designed for operation in a wireless system. However, the range, performance, and predictability of any wireless system, including Secure Care's, is dependent on several factors, including, but not limited to, the following: building structure; environmental extremes (e.g., temperature, earth tremors, air pollution, etc.); the proximity of other wireless devices; the presence of variable speed products; sources of Radio Frequency Interference (RFI); physical orientation and positioning of the equipment; and sources of Electro Static Discharge ("ESD"). Secure Care cannot be responsible for the effect of these types of factors on operation of its software, parts and products.

C. This Product must be installed, set-up, tested, supported, operated, maintained, repaired and used only in accordance with all manuals and instructions (including the user, installation, technical and other manuals) issued by Secure Care (the "Product Manuals"). It is your responsibility to assure that any person who might be installing, setting-up, testing, supporting, maintaining or repairing this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care technical training. It is also your responsibility to assure that any person who might be operating or using this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care in-service training. If you do not have the Product Manuals or if you have any questions regarding this Product and/or its installation, set-up, testing, support, operation, maintenance, repair or use, please call Secure Care at the telephone number provided in section 2.B below. Secure Care cannot be responsible for performance problems caused by a failure to follow published and appropriate procedures for installation, set-up, testing, support, operation, maintenance, repair and use.

All adjustable features on new and repaired Secure Care software, parts and products are shipped with "factory default" settings. These "factory default" settings may not comply with building and life safety codes or other applicable laws and regulations in the location where they are installed or operated. Secure Care strongly recommends, therefore, that the settings on all Secure Care software, parts and products be checked and, if necessary, reset to comply with local building and life safety codes and other applicable laws and regulations at the time of any installation, set-up, testing, support, maintenance or repair.

D. Secure Care's system is driven by software. However, the performance and reliability of any software-driven system depends on adequately maintaining the recommended minimum configuration of computing platform, operating systems and applications programs and on regularly performing industry-standard and application-specific backup processes. If recommended minimum configurations of computing platform, operating systems, and applications programs are not adequately maintained, or if appropriate backups are not regularly performed, the software may not drive the system as intended. Secure Care cannot be responsible for operational problems caused by a failure to perform these maintenance and backup procedures.

E. Secure Care does not authorize, and strongly recommends against, any installation or field replacement of software, parts or products by untrained contractors or

facility staff. Such work can be hazardous, can render the system ineffective and will void any Secure Care warranty or liability that might otherwise relate to the system.

Before any software, parts or products which have been designed and manufactured by Secure Care can be safely installed, set-up, tested, supported, maintained or repaired, technical training in accordance with standards established by Secure Care is required. Regardless of how Secure Care's software, parts or products are obtained, they should not be installed, set-up, tested, supported, maintained or repaired by any person who has not satisfactorily completed that technical training (a "qualified service technician".) When Secure Care's software, parts or products are sold separately from installation services, it is assumed that only a qualified service technician will conduct any installation, set-up, testing, support, maintenance or repair involving that software, part or products.

F. It is important that any installation, set-up, testing, support, operation, maintenance, repair or use involving the system comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.

G. Secure Care receives and responds to telephone and dial-in inquires (the "Help Line") about its software, parts and products for the purpose of discussing users' experiences with Secure Care's system, helping users better understand how their systems work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that software, parts or products are installed, set-up, tested, supported, maintained or repaired correctly or that a Secure Care system is functioning properly is to have it examined on site by a qualified service technician. In addition, Secure Care software, parts and products cannot be operated or used correctly by anyone who has not successfully completed Secure Care in-service training. Secure Care's Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician or for successful completion of Secure Care in-service training. Secure Care strongly recommends that any installation, set-up, testing, support, replacement, maintenance or repair of a system that is performed by a person who has not satisfactorily completed technical training in accordance with standards established by Secure Care be immediately checked on-site by a person who has completed that technical training.

WARNING: EVEN SLIGHT MODIFICATIONS TO THE SYSTEM OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE SECURE CARE'S SYSTEM TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT SECURE CARE'S SYSTEM HAS BEEN INSTALLED, SET-UP, TESTED, SUPPORTED, MAINTAINED, AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.

H. Secure Care's software, parts and products have been designed to augment a facility's reasonable procedures for protecting residents and patients. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care's system is not intended as a substitute for the careful identification and monitoring of residents and patients by a facility's professional staff.

2. Limited Warranty

A. SUBJECT TO THE LIMITATIONS SET FORTH IN THIS GENERAL PRODUCT WARRANTY STATEMENT (AS AMENDED FROM TIME TO TIME BY SECURE CARE IN ITS

ABSOLUTE DISCRETION), AND UNLESS A DIFFERENT PERIOD IS SPECIFIED IN WRITING BY SECURE CARE FOR A PARTICULAR PRODUCT OR SERVICE, SECURE CARE WARRANTS THAT THIS PRODUCT (SUBJECT TO SECURE CARE'S SPECIFIED TOLERANCES AND EXCLUDING ANY EXPENDABLE ITEMS), IF SOLD BY SECURE CARE TO AN AUTHORIZED SECURE CARE DISTRIBUTOR, SHALL CONFORM TO THE SPECIFICATIONS WHICH ACCOMPANY THIS PRODUCT FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY OF THIS PRODUCT BY SECURE CARE TO A COMMON CARRIER, F.O.B. SECURE CARE'S MANUFACTURING FACILITY IN CONCORD, NEW HAMPSHIRE OR, IN THE CASE OF SERVICES, FROM THE DATE OF FIRST PROVISION OF SUCH SERVICES. THIS WARRANTY DOES NOT EXTEND TO AND IS NOT FOR THE BENEFIT OF ANY PERSON OTHER THAN AN AUTHORIZED SECURE CARE DISTRIBUTOR WHO PURCHASES THIS PRODUCT FROM SECURE CARE, ANY SUB-DISTRIBUTOR THEREOF AND/OR THE CUSTOMER TO WHOM THIS PRODUCT IS FIRST PROVIDED FOR USE, BY SECURE CARE, AN AUTHORIZED SECURE CARE DISTRIBUTOR OR ANY SUB-DISTRIBUTOR THEREOF. IN THE EVENT THAT THIS PRODUCT DOES NOT COMPLY WITH THIS WARRANTY, SECURE CARE WILL, AT ITS OPTION, EITHER REPAIR OR REPLACE THIS PRODUCT OR REFUND THE PURCHASE PRICE, PROVIDED THAT THIS PRODUCT IS RETURNED AS PROVIDED IN SECTION 2.B BELOW. REPLACEMENT OF THIS PRODUCT UNDER WARRANTY WILL NOT EXTEND THE ORIGINAL WARRANTY PERIOD.

Secure Care will also, at its option, either repair or replace this Product after the warranty has expired, for an additional charge, provided that this Product is returned as provided in Section 2.B below. If Secure Care repairs or replaces this Product after the warranty has expired, the terms of the warranty set forth in this Section 2.A for a new Product will apply to the repaired or replaced Product, with the exception that the term will run for ninety (90) days from the date of repair or replacement.

Repair may include the replacement of parts and products with functionally equivalent, reconditioned parts or products. Any part or product replaced by Secure Care will become the property of Secure Care upon replacement.

B. Warranty service is available by contacting Secure Care at 800-451-7917 and obtaining a Return Authorization Number. No Product may be returned to Secure Care without first obtaining a Return Authorization Number. When this Product is returned to Secure Care, please include the Return Authorization Number and a detailed written description of the problem. Issuance of a Return Authorization Number by Secure Care will not constitute an admission that there is a problem with the Product being returned, that any problem is covered by warranty or that Secure Care has any responsibility to repair, replace, make refunds for or pay claims, costs, damages or liabilities connected with the Product being returned.

NOTE: Transmitters are not repaired, nor is the warranty extended beyond the expiration date.

If this Product is returned to Secure Care for any reason, you will retain title (unless and until a part or product is replaced, in which case you will obtain title to the replacement part or product at the time of replacement), the risk of loss, and the obligation to pay all costs of shipping, storage and other charges and obligations relating to this Product.

C. EXCEPT AS STATED IN THIS SECTION 2, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE WHOLE OR ANY PART OF THIS PRODUCT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-

INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM A COURSE OF DEALING OR USAGE IN TRADE.

3. Limitations of Liability

A. REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SECURE CARE'S TOTAL LIABILITY TO ALL PERSONS, WHETHER SINGLY OR TOGETHER, FOR ALL OCCURRENCES COMBINED, FOR CLAIMS, COSTS, DAMAGES OR LIABILITIES BASED ON ANY CAUSE WHATSOEVER AND ARISING FROM OR IN CONNECTION WITH THIS PRODUCT, OR THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT, OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING THIS PRODUCT, SHALL NOT EXCEED THE AGGREGATE PRICE (WITHOUT INTEREST) PAID TO SECURE CARE FOR THIS PRODUCT.

B. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY LOSS OF DATA, LOSS OF PROFITS OR LOSS OF USE OF THIS PRODUCT OR ANY EQUIPMENT, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, MULTIPLE, OR OTHER DAMAGES, ARISING FROM OR IN CONNECTION WITH THE MANUFACTURE, DISTRIBUTION, PROMOTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE, OPERATION, SERVICING, USE OR PERFORMANCE OF THIS PRODUCT OR FROM OR IN CONNECTION WITH ANY DELAY OR FAILURE IN PROVIDING OR DELIVERING THIS PRODUCT.

C. IN NO EVENT SHALL SECURE CARE BE LIABLE TO ANYONE FOR ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES CAUSED BY: (i) ANY DISTRIBUTOR'S FAILURE TO PERFORM ITS OBLIGATIONS AND RESPONSIBILITIES UNDER A DISTRIBUTOR AGREEMENT WITH SECURE CARE; (ii) IMPROPER OR DEFECTIVE PROMOTION, DISTRIBUTION, SALE, INSTALLATION, SET-UP, TESTING, SUPPORT, MAINTENANCE OR REPAIR OF THIS PRODUCT, INCLUDING WORK PERFORMED, WITHOUT SECURE CARE'S PRIOR WRITTEN CONSENT IN ITS ABSOLUTE DISCRETION, BY A PERSON WHO HAS NOT SATISFACTORILY COMPLETED SECURE CARE TECHNICAL TRAINING, OR IN A MANNER NOT CONSISTENT WITH SECURE CARE TECHNICAL TRAINING; (iii) IMPROPER OR DEFECTIVE OPERATION OR USE OF THIS PRODUCT BY A PERSON WHO HAS NOT SUCCESSFULLY COMPLETED SECURE CARE IN-SERVICE TRAINING, OR IN A MANNER NOT CONSISTENT WITH SECURE CARE IN-SERVICE TRAINING; (iv) SUPPLY OF THIS PRODUCT BY A DISTRIBUTOR FOR USE IN, OR THE USE OF THIS PRODUCT IN, ANY SYSTEM OR CONFIGURATION NOT DESIGNED TO SECURE CARE STANDARDS OR IN WHICH A DISTRIBUTOR OR ANY THIRD PARTY HAS SUBSTITUTED MATERIALS AND/OR GOODS NOT SPECIFIED BY SECURE CARE; OR (v) DETERIORATION OF THIS PRODUCT DURING STORAGE.

D. YOU AGREE TO INDEMNIFY AND HOLD SECURE CARE HARMLESS FROM ALL CLAIMS, COSTS, DAMAGES AND LIABILITIES ASSERTED BY ANYONE FOR ANY DAMAGES THAT ARE EXCLUDED AND WAIVED, OR ARE INTENDED TO BE EXCLUDED AND WAIVED, BY THIS SECTION 3, OR WHICH ARE IMPOSED BY LAW ON BEHALF OF ANYONE BUT WHICH ARE NOT EXPRESSLY STATED IN THIS GENERAL PRODUCT WARRANTY STATEMENT.

E. THE EXCLUSIONS, WAIVERS AND LIMITATIONS ON CLAIMS, COSTS, DAMAGES AND LIABILITIES AND ANY RIGHTS OF INDEMNIFICATION SET FORTH IN THIS SECTION 3 SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY LAW AND SHALL NOT BE EXPANDED OR NEGATED IN ANY RESPECT BY SECURE CARE'S OPERATION OF A "HELP LINE" TO RECEIVE AND RESPOND TO TELEPHONE OR DIAL-IN INQUIRES ABOUT THIS PRODUCT, BY ANY COMMUNICATIONS THROUGH THAT "HELP LINE" OR BY ANY ACTIONS TAKEN BY ANYONE FOLLOWING COMMUNICATIONS WITH SECURE CARE OVER SUCH "HELP LINE."

4. **Governing Law and Arbitration**

A. This General Product Warranty Statement, and all questions arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of laws provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period on the International Sale of Goods (the "1974 Convention"), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980.

B.

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Any dispute, controversy or claim arising out of or relating to this General Product Warranty Statement shall be resolved by arbitration. Regardless of the amount in dispute, the arbitration shall be conducted by a single arbitrator selected by the parties or, if they cannot agree, by a single arbitrator selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association without regard to the amount in dispute. The arbitration shall be conducted in English, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Concord, New Hampshire. The decision of the arbitrator shall be binding and enforceable by any state or federal court in New Hampshire, and you hereby consent to the personal jurisdiction of any state or federal court in New Hampshire for that purpose. The expense of the arbitration (excluding each side's own attorneys' fees, costs, and related expenses) shall initially be paid in equal shares by each side, but the total of such expenses plus any award of attorneys' fees, cost and expenses shall finally be paid by the parties as the arbitrator determines. Nothing in this Section 4.B shall preclude Secure Care from seeking provisional or equitable relief from any appropriate court to protect its rights prior to, pending or in the absence of such arbitration proceedings.

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Severability

The invalidity or unenforceability of any provision of this General Product Warranty Statement shall not affect the validity or enforceability of any other provision hereof.

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Waiver

No term or condition of this General Product Warranty Statement may be waived except in writing signed by Secure Care. A waiver on one or more occasions of any term or condition of this General Product Warranty Statement shall not constitute or be deemed to be a waiver of such term or condition on any other occasion. No delay or failure of Secure Care to exercise any right or remedy under this General Product Warranty Statement will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of this General Product Warranty Statement on any one occasion shall be deemed to be a waiver of Secure Care's right to do so on another occasion; and no course of dealing will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under this General Product Warranty Statement.

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SECURE CARE PRODUCTS, INC.

1. **SALE OF TRANSMITTERS.** Secure Care Products, Inc. (SCP) agrees to sell the transmitter (Equipment).
The facility agrees to buy, for a period of time from “date shipped” to “next due date” (Sale Period). SCP agrees to deliver the transmitter in good working order. Facility agrees to return the transmitter to SCP promptly upon receipt of renewal and/or replacement transmitters. Facility agrees to prepay for transmitters. Extra straps (sold in increments of one dozen) may be ordered through SCP.

2. **WARRANTY NOTICE.** Transmitters are warranted for three (3) years from date of shipment. SCP will replace at no charge (through the end of the original warranty) any transmitter found not working to our specifications. Those physically damaged, soaked in alcohol or testing properly @ SCP, may be charged for replacements. **Please call SCP for a TXRA (transmitter return authorization) before returning any suspect transmitters.** Suspect transmitters returned without TXRA may be deleted from files and destroyed without SCP's knowledge of the need for testing, per our standard renewal/expired transmitter policy.

3. **SAFETY NOTICE.** Transmitters must not be used beyond the warranty expiration date and any currently expressed or implied warranties expire concurrently with the initial expiration . In the event the customer continues to use the transmitters beyond the expiration period the customer hereby holds Secure Care Products, Inc. and its agents harmless for any and all claims for damage or injury resulting from the use of any expired transmitters. **USE ONLY ONE TRANSMITTER PER RESIDENT FOR USE ON ANKLE.**

4. **PAYMENT.** Prepayment or net 30 days is requested on all transmitter and strap purchases. If terms are not met by the facility, no warranty or liability claims may be filed against Secure Care Products, Inc. If there are any unpaid balances on account, SCP will not ship any merchandise and/or transmitters until account is current. All payments in US Funds only.

5. **DELIVERY.** SCP shall not be liable for loss, damage, detention or delay due to war, riots, civil insurrection, fire, flood, or other acts of God, strikes or labor difficulties, acts of civil or military authority including government laws, orders, priorities or regulations, acts of the facility, embargo wrecks or delay of transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, other causes beyond the reasonable control of SCP, in the event of delay in performance due to any such cause, the date of delivery or time for shipment will be adjusted to reflect the actual length of time lost by reason of such delay. Acceptance of equipment shall constitute a waiver of any claims for delay.

6. **ACCEPTANCE AND LIMITATION OF LIABILITY.** The facility accepts the equipment and agrees the equipment is received and operates satisfactorily in every respect. The facility accepts full responsibility for the payment, maintenance, daily testing and operation of the equipment. The facility represents it has an alternate method to keep patients and residents safe in the event the equipment fails (whatever policy was in effect prior to SCP installation). The facility agrees to notify SCP promptly of all equipment failures. After acceptance, the facility agrees to hold SCP harmless from all claims of the facility, its affiliates, its patients, residents, families or any third party resulting directly or indirectly from any equipment failure.

7. **GOVERNING LAWS, ETC.** All sales, rights and obligations hereunder shall be governed by the laws of the State of New Hampshire and this contract is complete construed in accordance with such laws (excluding any rules relating to choice of law). This contract is complete and final expression of the agreement of SCP and the facility with respect to the sale of the equipment hereunder and supersedes any prior discussion or negotiations. This contract may not be supplemented or amended except by a written agreement signed by authorized representatives of SCP and facility.