

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

VYAIRE MEDICAL, Inc.,¹

Debtor.

Chapter 11

Case No. 24-11217 (BLS)

**Hearing Date: November 14, 2024 at 10:00 a.m.
(ET)**

**Objection Deadline: November 7, 2024 at 4:00
p.m. (ET)**

**DECLARATION OF PRATIK MAROO IN SUPPORT OF MOTION OF
ZENSAR TECHNOLOGIES INC. FOR ENTRY OF AN ORDER (I)
COMPELLING ASSUMPTION OR REJECTION OF EXECUTORY
CONTRACTS AND (II) ALLOWING ADMINISTRATIVE EXPENSES
AND COMPELLING PAYMENT THEREOF**

I, Pratik Maroo, declare as follows:

1. I am currently employed as the Head of Healthcare & Life Sciences at Zensar Technologies, Inc. (“Movants” or “Zensar”), a senior creditor in the above-captioned bankruptcy cases. I submit this declaration in support of the *Motion of Zensar Technologies Inc. for Entry of An Order (I) Compelling Assumption or Rejection of Executory Contracts and (II) Allowing Administrative Expenses and Compelling Payment Thereof* (“Motion”). I have personal knowledge of Movant’s operations, its relationship with the Debtors, and the related matters stated herein. All of the facts set forth herein with respect to Movants, are based upon information and documents supplied to me by others employed by Zensar and more familiar with the matters stated herein.

¹ The last four digits of Debtor Vyair Medical, Inc.’s federal tax identification number are 6495. A complete list of each of the Debtors in these chapter 11 cases and each such Debtor’s federal tax identification number may be obtained on the website of the Debtors’ claims and noticing agent at <https://omniagentsolutions.com/Vyair>. The location of Debtor Vyair Medical, Inc.’s principal place of business and the Debtors’ service address in these chapter 11 cases is 26125 North Riverwoods Boulevard, Mettawa, Illinois, USA 60045.

2. Zensar and Vyaire entered into that certain IT Outsourcing Agreement dated as of September 24, 2018 (“IT Agreement”) and certain statements of work (collectively, “SOWs,” and together with the IT Agreement, “Zensar Agreements”)² pursuant to which Zensar provides certain information technology infrastructure support and cybersecurity operations to Vyaire.

3. Prior to Vyaire’s filing of its chapter 11 petition, Vyaire’s payment of Zensar’s invoices was more than six (6) months in arrears and aggregated in excess of \$1.77 million.

4. Zensar was concerned about Vyaire’s ability to perform its obligations under the Zensar Agreements and sought assurances from Vyaire that it could continue to meet its obligations.

5. On several occasions shortly after the Petition Date,³ Vyaire’s management communicated to me and others at Zensar that Vyaire considered Zensar an important and critical vendor in the chapter 11 cases.

6. On or about July 26, 2024, Vyaire provided Zensar with a proposed critical vendor agreement. With assistance of counsel, Zensar provided required information and made comments to the critical vendor contract and returned a copy with proposed changes to Vyaire.

7. The Debtors did not formally respond to Zensar with respect to execution of the critical vendor agreement.

8. Zensar worked with Vyaire to determine which of the Zensar Agreements continued to have obligations owing by each party.

² Upon information and belief, Debtors have copies of the Zensar Agreements and all related invoices, which contain confidential and proprietary information. Copies of the Zensar Agreements and the invoices are available upon reasonable written request and execution of any required confidentiality agreement.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed such terms in the Motion.

9. Through counsel, we worked with Vyaire to reach an agreement on which of the Zensar Agreements remained “executory” and the respective amounts due and owing with respect to each.

10. The parties agreed that Zensar was owed as of such date was \$1,901,889.69 by Vyaire, which amounts outstanding consisted of \$1,807,181.79 for services provided prior to the Petition Date and \$94,707.90, as of July 26, 2024, for services provided after the Petition Date.

11. During the process for the sale of the Debtors’ assets to Zoll Medical Corporation and Trudell Medical Limited, respectively, Vyaire’s management informed Zensar of their recommendations to those purchasers that the Zensar Executory Contracts were not to be assumed by the purchasers on a go forward basis.

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 31st day of October, 2024.

Signed by:

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Pratik Maroo
ZENSAR TECHNOLOGIES, INC.