

Exhibit 2

(ZOLL TSA)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is entered into as of October 11, 2024 (the “Effective Date”), by and between Vyair Holding Company, a Delaware corporation (“Seller”), and ZOLL Medical Corporation, a Massachusetts corporation (“Purchaser”) (Seller and Purchaser are individually each a “Party” and collectively, the “Parties”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in that certain Asset Purchase Agreement, dated as of September 1, 2024 and as amended October 11, 2024, by and among Seller, Purchaser, and the other parties thereto (the “Purchase Agreement”).

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Purchaser acquired the Business; and

WHEREAS, on June 9, 2024, Seller, together with certain of its Affiliates, filed voluntary cases under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), which cases are jointly administered for procedural purposes under Case No. 24-11217 (BLS) (the “Bankruptcy Cases”);

WHEREAS, in order to provide for an orderly transition of operation of the Business from Seller to Purchaser, Seller will provide or cause its Affiliates to provide to Purchaser, certain services for specified periods following the Effective Date, all in accordance with and subject to the terms and conditions set forth herein; and

WHEREAS, the Business constitutes only a portion of the Seller’s and its Subsidiaries’ entire businesses; the remainder of their businesses (the “Remaining Business”) will either be bought by a third party (the “Other Purchaser”) or will remain with Seller. If any of the Remaining Business is sold to the Other Purchaser, Seller will be entering into an agreement to provide similar services to such Other Purchaser and intends that such Other Purchaser may assume the obligation to provide certain Services to Purchaser.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the premises, mutual promises, representations, warranties, and covenants herein contained, and subject to and on the terms and conditions hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. Services.

(a) Scope of Services. Subject to the terms and conditions set forth in this Agreement, for the periods set forth in Schedule A, Seller shall provide, or cause to be provided, to Purchaser the services set forth in Schedule A (each, a “Service” and collectively, the “Services”). Notwithstanding anything to the contrary contained herein, Seller shall not be obligated to provide or cause to be provided any Service if the provision of such Service would violate any applicable Law.

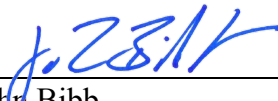
IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the Effective Date.

Seller

Purchaser

Vyair Holding Company

ZOLL Medical Corporation

By: 
Name: John Bibb
Title: President and Chief Executive Officer

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Transition Services Agreement as of the Effective Date.

Purchaser

ZOLL Medical Corporation

By: _____
Name: Jonathan A. Rennert
Title: Chief Executive Officer

[Signature Page to Transition Services Agreement]

