

## STANDARDS TERMS AND CONDITIONS CARDIAC VET, INC.

Last updated: January 1, 2025.

Please read these Standard Terms and Conditions (the "Agreement") carefully and completely before using the [www.cardiacvet.com](http://www.cardiacvet.com) "Website" or any services provided through or in connection with the Site, including but not limited to teleconsulting and mobile echocardiogram services, radiograph, echocardiogram, ECG, Holter, ultrasound, and any other internal medicine/cardiac consulting services (together with the Site, collectively, the by Cardiac Vet, Inc. ("Service"). By clicking "I Accept" to this Agreement, or by using the Service you expressly agree to be bound by this Agreement, by and between you and Cardiac Vet Inc. ("Cardiac Vet," "us" or "we"), which incorporates by this reference any additional terms and conditions posted by Cardiac Vet through the Website, or otherwise made available to you by Cardiac Vet. The information and resources contained on and accessible through the Service are made available by Cardiac Vet and its suppliers and vendors, and other third parties, in each case subject to your agreement to the terms and conditions of this Agreement.

We may update this Agreement by notifying you of such updates by any reasonable means, including by posting the updated Agreement to the Site. The "Last Updated" legend above indicates when this Agreement was last changed. You should periodically review this page to determine if this Agreement has been updated. Your continued use of the Service following any updates to this Agreement shall constitute notice and acceptance of any such updates.

### LIMITED WARRANTY

You hereby acknowledge that the Services offered by Cardiac Vet are intended to provide you with specific information related to cases you referred. You hereby certify that, where applicable, you have seen the patient within twelve (12) months of the teleconsulting or mobile cardiac teleconsultation and that you have an established veterinarian-client-patient relationship. For mobile consultations, you agree to have a licensed veterinarian with an established veterinarian-client-patient relationship present in the facility where the echocardiogram is being performed.

In accepting consulting work, Cardiac Vet warrants that it shall provide Services in a professional manner using qualified personnel. EXCEPT AS STATED IN THIS LIMITED WARRANTY, CARDIACVET MAKES NO OTHER WARRANTY, REPRESENTATION, OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND THERE IS NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT.

### LIMITATION OF LIABILITY

CARDIAC VET IS NOT LIABLE FOR FAILURE TO PERFORM DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL CARDIACVET OR ITS SUPPLIERS OR VENDORS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES OR PARTNERS BE LIABLE FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA, OR EQUIPMENT OR FOR BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF OUR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE. CARDIAC VET's total liability to you in connection with any work described herein for any and all injuries, losses, expenses, demands, claims, or damages whatsoever arising out of, or in any way related to, the work herein covered, from any cause or causes, shall not exceed an amount equal to the lesser of (a) damages suffered by you as the direct result thereof, or (b) the total amount paid by you to Cardiac Vet for the consultation. We accept no legal responsibility for the purposes for which you use the consultation results. Cardiac vet shall not accept any purchase order or other order for work that includes any conditions that vary from the terms of this Agreement, and Cardiac Vet hereby objects to any conflicting terms contained in any acceptance or order submitted by you.

### INDEMNIFICATION

You will pay, reimburse, indemnify, defend, release, save and hold harmless Cardiac Vet, its shareholders, officers, agents, employees, contractors, assigns and successors in interest from and against each claim (whether or not a third party claim), loss, cost, liability, expense, damage and/or obligation (including without limitation, reasonable

attorneys' fees, costs and disbursements), incurred by any of them, directly or indirectly arising out of, based upon, resulting from, in connection with, or by reason of, any case you present and/or initially bring up or describe during any services.

#### CONFIDENTIALITY

Cardiac Vet agrees to maintain in confidence all of your proprietary and nonpublic materials, data, reports, plans, and records, as well as technical and other information and to use such confidential information only for the purpose of performing analyses of data and providing reports on our findings to you. Cardiac Vet shall protect your confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as Cardiac Vet uses to protect its own confidential information of a like nature. In any instance where information is subpoenaed by, and must be released to, a governmental agency, or is otherwise required to be disclosed pursuant to law or regulation, you will be promptly notified. You agree not to use the "CARDIAC VET" or "THECARDIACTECH" or "THECARDIACVET" names and/or data in any manner that might cause harm to Cardiac Vet's consultants or Cardiac Vet's reputation and/or business. Under no circumstances is the name of Cardiac Vet, or any variation thereof or logo associated with that name, to be published—either alone or in association with that of any other party—without its prior approval in writing.

#### PAYMENT TERMS

All fees are charged or billed directly to you. For clients with Cardiac Vet -approved credit, our standard terms are due upon receipt, after which time we reserve the right to charge a 1.5% per month late charge or the maximum amount permitted by law (if less) on all unpaid balances. Cardiac Vet may change payment terms at any time or revoke any credit previously extended. Any extension of payment beyond Cardiac Vet's standard terms must be agreed to in writing. Cardiac Vet reserves the right to cease all work if you do not pay your invoice(s). If you default in payment for Services rendered, you are responsible for reasonable collection and/or legal fees.

Should you use any of Cardiac Vet's payment partners to pay Cardiac Vet, you are bound to the same terms and conditions as Cardiac Vet is with those payment partners (eg. Chase Bank, Stripe, PayPal, etc).

#### DELIVERY OF RESULTS

Upon timely delivery of radiograph, echocardiogram, ECG, Holter, ultrasound, or data, image data, or other patient data, Cardiac Vet will use commercially reasonable efforts to meet our turnaround times. Cardiac Vet will advise you of data that we receive that is corrupted or incomplete or that otherwise does not meet our quality requirements. Stated turnaround times are based on time of receipt of data by Cardiac Vet and are subject to specialist availability.

#### QUALITY ASSURANCE

Cardiac Vet will perform Services consistent with its quality assurance standard operating procedures. It shall be your exclusive responsibility to confirm that Cardiac Vet's standard practices will meet your needs before placing any order for work.

#### RETENTION OF REPORTS

Unless otherwise required by law, Cardiac Vet shall retain copies of consultation reports for a period of two (2) years, after which the reports may be destroyed.

#### GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL

This Agreement and the transactions contemplated hereby, and all related disputes between the parties under or relating to this Agreement, whether in contract, tort, or otherwise, shall be governed by the laws of the State of California, without reference to conflict of laws principles, and any related legal actions must be brought in the court of appropriate jurisdiction in the State of California, which shall have exclusive jurisdiction (except that either of us may bring an action for an injunction or similar equitable relief against the other in any proper jurisdiction).

You hereby waive any claim of lack of jurisdiction or inconvenient forum. YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US INSUCH LEGAL ACTIONS. We each further waive any claims against the other for multiple, punitive, or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.