

# RadsForVets RADical Platform T&C's

This document describes the terms and conditions for using the RADical™ teleradiology platform provided by RadsForVets (“RFV”, “we”, “us”). By creating a client account, and transacting with RFV for goods or services, you agree to be bound by the terms and conditions listed herein.

## 1. Definitions

“Platform” means the RADical™ platform provided by RFV and made available via the web, mobile-app, or other means of access (e.g. tablet, machine-to-machine interface etc.).

“Client” or “You” signifies the person, business, or organization whose information is provided during account registration;

“Services” means the Teleradiology Services, Teleconsulting Services and/or other services (such as resident overread reports and training) selected by or on behalf of the Client through the Platform and accepted by RFV;

“Authorized Users” means the veterinarians, veterinarian technicians, nurses and/or other technicians employed or contracted by the Client that are to access and use the Platform;

“Registration” means online registration by the Client on RFV’s Platform;

“Report” indicates a report produced by RFV or on its behalf for the Client in connection with a Case as part of the Teleradiology Services, which may comprise a report from radiographs, MRI, CT, or fluoroscopy of a small or exotic animal;

“Experts” means the veterinary radiologists employed by RFV or by you who are responsible for interpretation of the radiographs (e.g. CT scans, MRI images, X-rays) and leverage the platform to annotate/interpret the radiographs.

“Ops team” refers to the operations staff hired and maintained by RFV to ensure smooth functioning of the RADical™ platform.

“Case” means the details of an animal patient case, including all images/metadata relating to that case, uploaded into the platform by or on behalf of the Client (for whom the Services are provided);

“Confidential Information” means any information in whatever form which is marked as confidential or which, by its nature or the circumstances of its disclosure, ought to be treated as confidential, including the Platform, Service Output and any transactional information such as pricing, promotions (which are RFV’s Confidential Information) and the Case materials (which are deemed to be Client’s Confidential Information);

“Contract Year” means a period of 12 months commencing on the Effective Date or any anniversary of such date (as applicable);

“Effective Date” means the date on which the Client accepts the terms of this Agreement (or such other date as the parties may agree in writing);

“Fees” means the Teleradiology Fees, Teleconsulting Fees, Platform Usage/Licensing fees and/or any other fees associated within the transaction between RFV and the Client;

“Output Reports” means a report prepared by or on behalf of RFV for the Client in relation to a Case as part of the Teleradiology Services and/or Teleconsulting Services, which may include (without limitation) a radiographic report, an MRI report, a CT report, a teleconsulting report, teleconsulting text chat and/or a teleconsulting appointment summary;

“Responsible Vet” means the veterinarian responsible for the animal patient, where such patient is “under his/her care” as defined by the RCVS (<https://www.rcvs.org.uk/setting-standards/adviceand-guidance/code-of-professional-conduct-for-veterinary-surgeons/supportingguidance/veterinary-medicines/>) or where such vet holds a VCPR or Vet Client Patient

“Intellectual Property Rights (IPR)” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Fees” means the compensation charged by to RFV in relation to any Services provided, either on a case-by-case basis, or as part of a wholesale annual contract between the Client and RFV;

## 2. Services

- 2.1** RFV shall provide the Services to the Client with reasonable care and skill upon the terms of this Agreement.
- 2.2** RFV shall use all reasonable means to perform the Services in accordance with any applicable turnaround times specified in the service contract or as otherwise agreed between RFV and the Client.
- 2.3** Client acknowledges that RFV’s service turnaround time is requested and accepted on a case-by-case basis. Absent any specification for a particular SLA (service level agreement) it defaults to the agreed service contract SLAs. When not possible due to exigencies, RFV will not accept an order with a higher-level SLA, but commits to maintaining the contractual SLA with the client.
- 2.4** RFV owns and shall retain ownership of all IPR in the Output Reports.

- 2.5** RFV hereby grants to the Client a non-exclusive, non-transferrable, royalty free license to use the Output Reports for the purposes of operating the Client's veterinary surgery, practice, hospital or clinic (including the right to show the Report to the relevant customers of the Client). The Client shall not reproduce or publish the Output Reports without the prior consent of RFV.
- 2.6** RFV may decline to provide further Services when the Client fails to pay 2 consecutive invoices.
- 2.7** When additional services are provided that fall outside the purview of the original Service contemplated by RFV and the Client, RFV reserves the right to charge for those additional services. However, no additional fees will be assessed without first informing and getting the Client's approval.

### 3. Client Responsibilities

- 3.1** Client shall obtain and maintain all necessary licenses, registrations, permissions and consents that may be required for its receipt of the Services and shall, for the duration of its agreement with RFV, comply and ensure the compliance with all applicable laws (in particular, those relating to the examination, diagnoses and treatment of animals).
- 3.2** Client warrants that it is fully licensed as a veterinary surgery (or, as a minimum, employs or engages a veterinary surgeon who is fully licensed and who is nominated by the Client as the sole recipient to receive and analyze reports from RFV) and such licenses cover all jurisdictions in which the Client examines, diagnoses and/or treats animals.
- 3.3** Client further warrants that it has the right permissions in place from the pet parent/owner to perform any diagnoses/surgical services etc. on the pet, conforming to all local laws.
- 3.4** Client shall maintain all copies of materials uploaded/transmitted to RFV to evaluate a particular case. At no time shall it become the responsibility of RFV to store/persist such provided information beyond the time needed to appropriately deliver the Output Reports.
- 3.5** Client warrants the accuracy of all materials provided to RFV in handling of a particular case.

### 4. Intellectual Property Rights

- 4.1** Client owns and shall retain ownership of all IPR in the Client Materials.

- 4.2** Client agrees that RFV and its affiliates shall be entitled to retain, use and publish *anonymized versions* of the Client Materials for the purposes of teaching, publicity, research and otherwise operating and developing its business, and the Client hereby grants a perpetual, royalty free license to RFV for such purposes. Once anonymized, Client Materials cease to be confidential.
- 4.3** Client warrants that RFV's use of the materials uploaded in regard to a Case are in accordance with this Agreement and do not infringe the intellectual property rights of a third party.
- 4.4** RFV owns and shall retain all IPR in the Platform and its interfaces.
- 4.5** RFV confers upon the Client, a non-exclusive right to use (RTU) to the platform and associated reports in accordance with the service contract between the Client and RFV.
- 4.6** Client shall not abuse the RTU and will not make it available to a third party without the prior written consent of RFV. Further, the client will make every reasonable attempt to prevent unauthorized use of the Platform and will notify RFV immediately if such a breach occurs.
- 4.7** Client shall not attempt to reverse engineer, duplicate, copy or adapt any software or code or scripts that constitute the Platform.
- 4.8** Further, the Client will not make deliberate attempts to cause harm to the platform operations and RFV's website. The Client shall also not upload, display or transmit any materials through the Platform, and/or the RFV website which are false, offensive, defamatory, threatening, obscene, unlawful, which violate export control laws, or which infringe the rights (IPR or otherwise) of any other person anywhere in the world;
- 4.9** Client warrants that all its authorized users shall comply with the above terms, and the Client will be responsible for any material breach of such terms by any of its authorized users.

## 5. Fees and Payment

- 5.1** The schedule of fees and the payment terms shall be agreed upon between RFV and the Client for the duration of the service contract.
- 5.2** RFV may need to increase its prices or vary its pricing methodology. In such cases, RFV will provide the Client a notice period of no less than two (2) months or the balance of the contract term, whichever comes earlier. The Client is free to terminate the existing contract without any penalty if it deems the new terms unsatisfactory.

- 5.3** Any applicable state and local taxes and fees as required by law shall be collected by RFV.
- 5.4** In case of late payments, or default by the Client, RFV will be free to utilize all remedies at its disposal to collect/recover the past due amounts from the Client.

## 6. Limited Liability

- 6.1** RFV shall not be liable to the Client for any indirect, special, or consequential loss to the Client as a result of Client's usage of the Platform.
- 6.2** RFV's direct liability shall be limited to the maximum of the fees paid/payable to RFV in conjunction with the particular case.
- 6.3** Further, should the damage occur because of the insufficiency in the materials provided to RFV by the Client, RFV shall have no liability for any gaps or inaccuracies in the provided Reports.
- 6.4** From time to time, RFV may engage in a separate contract around the warranty for specific Clients.

## 7. Non-Solicitation and Non-Compete

- 7.1** In order to protect RFV's intellectual property and trade secrets, Client confirms that for a period of twelve (12) months after the termination of their agreement with RFV, they shall:
  - 7.1.1** Not solicit, directly or indirectly, any employee or contractor away from RFV;
  - 7.1.2** Develop a competing offer/platform to compete with RFV's customers.

## 8. Miscellaneous

- 8.1** RFV reserves the right to make updates to this agreement. In such a case, it will notify any existing clients that are bound by this agreement, and communicate the effective date of the new (revised) agreement.
- 8.2** No-one other than a party to this agreement shall have the right to enforce any of its terms.

- 8.3** Without RFV's prior written agreement, the Client may not assign, transfer, or subcontract any of its rights or duties under this Agreement or any rights arising therefrom.
- 8.4** Any disputes arising out, or in connection with this agreement will be settled by arbitration.
- 8.5** The courts of the state of Ohio shall have exclusive jurisdiction to settle any disputes that cannot be resolved through arbitration.
- 8.6** If you have any questions or suggestions about this Agreement, please contact us.

### Contact Us:

If you have any questions or suggestions about this Terms and Conditions Policy, please contact us at:

11811 Shaker Blvd.

Suite 204, #18

Cleveland, OH, 44120

**Email:** [info@radsforvets.com](mailto:info@radsforvets.com)