

## TERMS OF DIAGNOSTIC SERVICE

Veheri is operated by Vet-X-Perts GmbH, registered at the commercial register AG Mannheim under HRB719175 having its registered address at Dekan-Fellhauer-Strasse 25, D-76359 Marxzell (hereafter, "**veheri**", "**we**" or "**us**") and is an online platform accessible under [www.veheri.com](http://www.veheri.com) (collectively, the "**Online Platform**"). The Online Platform can be used via internet browser.

This service agreement for the supply of diagnostic services (the "**Terms of Diagnostic Service**" or "**Terms**") is a binding legal agreement between you ("**you**" or "**Client**") and veheri that govern your right to use the diagnostic services and other offerings from veheri (the "**Service**" as defined below).

Please carefully read through the Terms of Diagnostic Service because they form the legal framework for the use of the Online Platform of Veheri. With each order, you have to confirm these Terms of Diagnostic Service and approve them.

### 1. Access to the Online Platform and the Diagnostic Services

1.1 Veheri provides teleradiology services and/or other diagnostic services that can be selected by or on behalf of the Client through the Online Platform and have to be accepted by veheri (expressly or by its commencement of the Services) (collectively, the "**Diagnostic Services**"). For the use of these Diagnostic Services the Client has to submit materials, images, documents and / or other details of an animal patient case ("**Client Materials**") relating to a case, submitted to veheri by or on behalf of the Client (the "**Case**").

1.2 We offer our Diagnostic Services to certified veterinarians, small and large veterinary practices as well as other practicing veterinarians that have been given access to the Online Platform through an agreement between us and the employer/university of the Client or the Client themselves in their capacity as an independent certified veterinary healthcare professional. All Clients are verified prior to registration to ensure authenticity. The Service is to be used in the Client's professional capacity, working as a healthcare professional or researcher.

1.3 To order Diagnostic Services, continuous access to the Online Platform is required in the form of an account ("**Account**"). You must register an account to access and use many features of the Online Platform, and must keep your account information accurate. By placing an order for the provision of our Diagnostic Services, the Client agrees to be bound by this Terms. Veheri assumes that any individual that accepts the Terms of Diagnostic Services on behalf of the Client, has the requisite authority to do so.

1.4 The Client shall order Diagnostic Services (after completing the online ordering process in the "Diagnostics" section) by requesting a Report activating the button "Post a New Request". Before sending the order, the Client may amend and review the data at any time. However, the request can only then be submitted and transferred if the Client has accepted these contractual terms and conditions by clicking on the button "Accept Terms of Diagnostic Service".

### 2. The Diagnostic Services

2.1 Veheri offers an online venue that enables certain users to report on Cases. Users who report on Cases are veterinarian experts ("**Experts**") and users who search for, book, or use Diagnostic Services are clients. A report prepared by or on behalf of veheri by an Expert for the Client in relation to a Case as Diagnostic Service, which may include (without limitation) a radiographic report, MRI report, CT report, a teleconsulting report and/or text chat a teleconsulting is hereafter referred to as "**Report**". "**Expertise**" means the Reports and any other work and materials prepared or advice (whether verbal or written) given by or on behalf of veheri to the Client in the course of providing the Diagnostic Services.

2.2 Veheri shall provide the Diagnostic Services to the Client with reasonable care and skill upon the terms of this Agreement.

2.3 Veheri shall use all reasonable endeavours to perform the Services in accordance with the applicable turnaround times specified in the order process and / or the applicable veheri pricelist (available via [info@veheri.com](mailto:info@veheri.com)) or as otherwise agreed between veheri and the Client.

2.4 Veheri owns and shall retain ownership of all intellectual property rights in the Expertise. The Client shall not reproduce or publish the Service Output without the prior written consent of veheri (such consent not to be unreasonably withheld or delayed). Trademarks, company logos, other labels or protection notices, copyright notices, case numbers as well as other features serving for identification purposes may neither be removed or altered in electronic format nor when printing out Reports.

2.5 Veheri grants to the Client a non-exclusive, non-transferrable, royalty free licence to use the Report for the purposes of the operation of the Client's veterinary surgery, practice, hospital or clinic (including the right to show the Report to the relevant customers of the Client) with provision of a Report.

### **3. Clients Obligations**

3.1 The Client is responsible for ensuring that, in his sphere, the technical requirements for the access to the Online Platform are fulfilled and maintained—particularly regarding the utilised hardware and operating system software, the connection to the internet and the current browser software. Veheri shall indicate on the web site which browsers are currently being supported.

3.2 In the event that the Client becomes aware of a misuse of access data or passwords, the Client shall promptly notify veheri of this. In the event of misuse, veheri shall be entitled to block access to the Online Platform and / or the Diagnostic Services until the circumstances are clarified and the misuse is discontinued. The Client shall be liable for any misuse for which he is responsible. The Client shall be obliged to undertake the precautionary measures which are required for safeguarding his systems—particularly to use the popular security settings on the browser and to utilise current protective mechanisms for the warding-off of malware.

3.3 The Client confirms and agrees to interpret and apply each Report (and any other applicable Expertise) in accordance with its professional duties and all applicable laws.

3.4 The Client shall obtain and maintain all necessary licences, registrations, permissions and consents that may be required for its receipt of the Diagnostic Services and shall, for the duration of this Agreement, comply and ensure the compliance with all applicable laws (in particular, those relating to the examination, diagnoses and treatment of animals).

3.5 The Client shall send the Client Materials and instructions to veheri through the Online Platform and shall ensure that the Client Materials are accurate in all material respects and are of sufficient detail and quality to allow veheri to perform the Services. The Client acknowledges that veheri is under no duty to investigate the completeness, accuracy or sufficiency of any instructions or the Client Materials.

3.6 We do not want the Diagnostic Service to be used for anything other than its intended purpose. Your use of the the other party Service may only be in accordance with its intended purposes, as described above. If you do not accept this, we ask you not to use the Service.

### **4. Service Fees and Payment**

4.1 Veheri charges fees in relation to the Diagnostic Services as specified in the veheri pricelist for Reports provided by veheri (and available via [info@veheri.com](mailto:info@veheri.com)) and/or any other fees associated with the purchase of other Diagnostic Services, as applicable (the “Fees”). The Fees for the respective Diagnostic Service shall be indicated to the Client before sending the order.

4.2 Veheri invoices the Client for the Fees at the end of the month during which the Diagnostic Services were provided. The Client shall pay all Fees validly invoiced within 30 days of receipt of such invoice without any discounts.

4.3 Veheri will provide written notice to the Client of any price increase or other change in its pricing structure and/or pricing assumptions.

4.4 Insofar as they have not been expressly designated as gross prices, all Fees shall be understood to be respectively in addition to the statutory VAT which is valid at the prevailing point in time. All amounts due under this Agreement shall be paid in full without any deduction or withholding other than as required by law.

4.5 If any payment of Veheri's invoice(s) is not made by the due date, then without prejudice to any other right or remedy to which veheri may be entitled, Veheri may claim interest according to the German Civil Code (BGB) and/or shall have the right to block the Client's ability to order Diagnostic Services until payment is made in full.

### **5. Client Materials & Intellectual Property Rights**

5.1 The Client owns and shall retain ownership of all intellectual property rights in the Client Materials. The Client warrants that veheris use of the Client Materials in accordance with this Agreement does not and will not infringe the intellectual property rights of a third person.

5.2 The Client agrees that veheri shall be entitled to retain, use and publish anonymized versions of the Client Materials for educational purposes and the purposes of publicity, research and otherwise operating and developing its business, and the Client hereby grants a perpetual, royalty free licence to veheri for such purposes.

5.3 All rights of use under copyright law, industrial property rights and similar legal rights of use, industrial property rights and legal positions similar to industrial property rights to the Diagnostic Services and to all other written, machine-readable and other work results created within the scope of this contract shall pass to Veheri without further conditions and without

additional remuneration upon their creation. Veheri shall be entitled to them exclusively and without restriction in terms of space, time and content and may extend, transfer, revise, adapt, change, reproduce or publish them without the Client's consent.

## **6. Liability**

6.1 Unless otherwise provided by these Terms of Diagnostic Service, including the provisions below, veheri shall be liable for breaches of duty in accordance with the statutory provisions.

6.2 Veheri shall be liable for damages, irrespective of the legal reason, in the context of fault-based liability in the event of intent or gross negligence. In the event of simple negligence, subject to a more lenient standard of liability provided by law (e.g. care applied in one's own affairs), veheri shall only be liable (i) for damage arising from an injury to life, body or health, (ii) for damage arising from a not insignificant breach of a material contractual duty (an obligation the fulfilment of which enables the proper performance of the contract in the first place and on the fulfilment of which the other party to the contract usually relies and may rely); in the latter case liability of veheri is limited to the compensation of damage which was foreseeable and typical when the contract was concluded. Material contractual obligations shall be considered to be obligations whose fulfilment only then enables veheri's implementation at all and upon whose adherence the contractual partner may regularly rely. The no-fault liability of veheri for defects already existing upon the conclusion of the contractual agreement in accordance with § 536a Para. 1 Clause 1 of the German Civil Code shall be excluded.

6.3 The limitation of liability according to the beforestanding Section 6.2 also applies to breaches of duty by or for the benefit of persons for whose fault veheri is responsible pursuant to the statutory provisions and to any personal liability of executive bodies, Experts and employees of veheri. It does not apply where veheri or any of the persons mentioned above has fraudulently concealed a defect and with respect to claims arising from a guarantee of a specific quality or claims under the German Product Liability Act (Produkthaftungsgesetz).

Any person making claims under this agreement shall without delay inform veheri in in text form about any potential damage for which veheri could be liable.

6.4 Where claims for damages are limited under this Section 6 they shall be time-barred after one year following the beginning of the statutory limitation period unless subject to the limitation periods of Article 438 (1) No. 2 or Article 634a (1) No. 2 of the German Civil Code (BGB).

6.5 Nothing in this Agreement shall exclude or limit the liability of Veheri for death (of a natural person) or personal injury (of a natural person) resulting from negligence, or for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by law.

6.6 The Client acknowledges that Reports (and other Expertise) are not based on a physical examination of animals - they are an interpretation of findings only and are dependent on the accuracy and sufficiency of the Client Materials. Accordingly, veheri shall not be liable for any loss or damage arising to the inaccuracy or insufficiency of the Client Materials. The Client is responsible for the Client's application of the Report (and any other applicable Expertise) in the Client's practice. Veheri shall not be liable for the application of the Report (and/or Expertise) or any determination made on the basis of the Report (and/or Expertise) in the context of the Client's practice.

6.7 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including without limitation about quality, performance or fitness or suitability for purpose) are excluded to the fullest extent permissible by law.

## **7. Indemnity**

7.1 You are liable for any damages inflicted on us, or any third party, due to your breach of these Terms of Diagnostic Service, including but not limited to the misuse of the Webpage, the App and/or the Diagnostic Service or Expertise. Furthermore, you agree to indemnify us in relation to any claims, costs (including reasonable legal costs) damages, expenses, liabilities and losses incurred by us in relation to your breach of these Terms of service or other applicable law.

7.2 Should any Client Material infringe a third party's intellectual property right, you agree to immediately remove all infringing parts of the Client Material and indemnify us from all damages, costs and expenses incurred by us as a result of such infringement.

## **8. The Online Platform**

8.1 For the use of the Online Platform the general Terms of service of veheri apply. Veheri owns and shall retain all Intellectual Property Rights in the Platform. The Client acknowledges that the Online Platform encompasses an online platform in accordance with §§ 4 Para. 2, 87a Para. 1 of the German Copyright Act. Any related computer programmes shall fall under the protection of §§ 69a ff. of the German Copyright Act, manuals and documentation as well as supplied work products shall fall under the protection of § 2 of the German Copyright Act. Third-party rights to the protected work products shall remain unaffected.

8.2 Veheri grants to the Client a non-exclusive licence for the Term to access and use the Online Platform and Diagnostic Services in accordance with this Agreement.

8.3 The Client shall procure that veterinary surgeons, veterinary nurses and/or other staff employed or otherwise engaged by the Client who are authorised by the Client to access and use the Online Platform, comply at all times with these licence terms.

8.4 The Diagnostic Services on the Online Platform that are available to the Client shall be specified during the online ordering process in the "Diagnostics" section. Statements and elaborations made by veheri or regarding the Online Platform or the Diagnostic Services in advertising materials, on web sites as well as in the documentation are understood to be exclusively a description of the quality and not as a guarantee or assurance of a quality feature.

8.5 During the selection and maintenance of the contents and service specifications on the Online Platform as well as during the provision of Diagnostic Services, the customary due care shall be applied. Veheri shall undertake continuous maintenance work, but nonetheless is dependent on the supplying of correct information by third parties. The Client shall be obliged to subject the Reports and all other Expertise to a plausibility control corresponding to its usage purpose.

8.6 Veheri shall endeavour to continuously adapt the Online Platform to the current requirements. Thus, veheri reserves the right to make changes in order to adapt the system to the state-of-the technology, changes in order to optimise the system-particularly in order to improve the user-friendliness-as well as changes to the contents.

8.7 Veheri shall exercise due care in maintaining the Online Platform. However, the completeness, correctness and currentness of the contents cannot be guaranteed. It shall be the Client's responsibility to make prompt notification of any defects, disruptions or damages.

8.8 Veheri shall eliminate the technical defects of the Online Platform system within an appropriate timeframe. Veheri's responsibility in this regard extends only to the systems to the internet which it operates up to the handover point, but not to the systems of the Client and data transmission lines beyond the handover point.

## **9. Term & Termination**

9.1 This Agreement shall commence on the date on which the Client accepts the Terms of Diagnostic Service and shall continue unless and until terminated in accordance with the terms of this agreement.

9.2 You may terminate this agreement at any time by sending us an email or by deleting your account. Veheri may terminate this agreement without cause by giving you one (1) month's prior written notice.

9.3 Either party may terminate this agreement immediately and without prior notice and veheri may stop providing access to the Online Platform if the other party (i) materially breaches these Terms or our additional General Terms of Service, or Policies, (ii) violates applicable laws, or (iii) such action is necessary to protect the personal safety or property of veheri, its users, or third parties (for example in the case of fraudulent behavior of the Client), or (iv) the Account has been inactive for more than two years.

9.4 Upon termination of this Agreement any provision of this Agreement which is expressly or by implication intended to survive expiry or termination of this Agreement shall survive and continue in full force and effect; and all amounts then owed to veheri (including any Fees incurred but not yet invoiced) shall immediately become due and payable.

## **10. Miscellaneous**

10.1 The term "included" shall in these Terms be read as to mean "including but not limited to".

10.2 You may not assign or transfer any rights, obligations or licenses as provided in these Terms of service. We may assign and transfer our rights under these Terms of service without your consent and without notice to you. Failure to exercise or enforce any right or provision of these Terms of service shall not operate as a waiver of such right or provision.

10.3 These Terms of service operate to the fullest extent permissible by law. If any provision of these Terms of service is deemed to be unlawful, void or unenforceable, that provision is deemed severable from these Terms of service and does not affect the validity and enforceability of any remaining provisions.

## **11. Applicable Law and Disputes**

11.1 These Terms of service shall be governed by and construed in accordance with German laws, without regard to its conflict of law rules.

11.2 Any dispute or claim arising out of or in connection with these Terms of service, or the breach, termination or invalidity thereof, shall be finally settled by German courts, with the Karlsruhe District Court as the first instance although we retain the right to bring proceedings against you in your country of residence, unless otherwise is provided by mandatory law.