

September 29, 2023

CARDEA SOLO SALES AGREEMENT

1. Agreement. This Cardea Solo Sales Agreement (the “Agreement”), constitutes the entire binding agreement between Cardiac Insight, Inc. (“CI”) and you (“Buyer”) regarding the purchase of Cardea Solo cardiac monitors from CI (collectively, “Products”) and supersede all other agreements and understandings, whether written or oral, between the parties. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH CI THAT EXPRESSLY REPLACES THIS AGREEMENT.

2. Price. The Manufacturer’s Suggested Retail Price for Products, and the discounted price charged to you, are set forth on the Confidential Cardea SOLO Order Form referenced in Section 3, below, which will constitute a binding purchase order governed in part by this document. All prices exclude applicable United States federal, state, and local taxes as well as any applicable foreign taxes, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and CI has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Buyer where CI has the legal obligation to collect the taxes.

3. Purchase and Payment Terms. Orders shall be made on a Purchase Order form supplied by CI, or through another arrangement (including orders taken by telephone and email) in each case acceptable to CI. Payment will be due net 30 days after the date of CI’s invoice, unless otherwise agreed in writing. All payments must be made in U.S. Dollars.

4. Delivery Terms. Delivery dates provided by CI are estimates only. Unless otherwise agreed by CI in writing, shipping, freight, handling, insurance, and related costs are the sole responsibility of Buyer and will be “pre-paid and add” or otherwise invoiced to Buyer.

5. Inspection/Acceptance; Returns. Buyer must inspect delivered Products and report claims for defects, damages, shortages or receipt of wrong products which are discoverable on a visual inspection within 48 hours of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived.

6. Changes; Notices. After acceptance by CI, Buyer’s order will not be subject to cancellation or reduction in any amount without CI’s written consent. Any other changes to an order requested by Buyer will require the prior written approval of CI, which approval may be subject to price adjustments as determined on a case-by-case basis. CI reserves the right to change product pricing at any time without prior notice to Buyer, but without assurance will exercise commercially reasonable efforts to notify Buyer in advance of any orders of any such

changes. Notices may be sent by certified mail or email to Buyer or CI at the addresses or emails shown below their respective signature blocks below.

7. Medical Devices. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the “Devices Act”) and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify CI within 10 days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or CI (except for events representing an imminent hazard that require notification to the U.S. Food and Drug Administration (the “FDA”) within 72 hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and CI within said period). Buyer will maintain adequate tracking for the Products to enable CI to meet the FDA requirements applicable to the tracking of medical devices.

8. Limited Warranty. The parties agree that the only warranty CI provides is that set forth in the “CARDIAC INSIGHT Cardea SOLO LIMITED WARRANTY attached as Exhibit B hereto and incorporated by this reference as if fully set forth herein. CI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND CI DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER’S REQUIREMENTS.

9. No License. The sale of its Products by CI does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of CI, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a CI patent.

10. Limitation of Liabilities and Remedies. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL CI’S LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET

FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

11. Indemnity. To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless CI, including CI's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, CI will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by CI; (ii) to the extent caused by CI's breach of this Agreement; or (iii) to the extent caused by CI's gross negligence or willful misconduct. CI is not required to indemnify Buyer to the extent that any claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with CI-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

12. Independent Contractors. No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between CI and Buyer. Buyer and CI are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

13. Export. Buyer acknowledges that the Products sold under this Agreement, and the transactions contemplated by this Agreement, are subject to U.S. customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with and abide by those laws and regulations as applicable. Further, Buyer acknowledges and agrees that under U.S. law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the

Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

14. Headings. The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

15. Language. The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.

16. Governing Law/Venue. This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and CI arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts-of-law rules. For all Buyers who are U.S. end-users or U.S. distributors, any and all disputes arising under this Agreement will be dealt with under the exclusive jurisdiction and exclusive venue of the federal or state courts located in King County, Washington, to the exclusion of all other courts. Each party expressly agrees to submit to the jurisdiction of such courts.

17. Term, Modification and Waiver. This Agreement shall remain in place until terminated by either party pursuant to a written notice thereof; provided, however, that any terms that by their nature would survive termination shall not be affected by such termination. Except as otherwise provided in Section 1 of this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

18. Validity. If any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining terms and conditions of this Agreement will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

19. Anti-Kickback Statute – Discounts. It is the intent of Buyer and CI to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively.

Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. CI will provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

20. Confidentiality. Buyer agrees and acknowledges that this Agreement, and the terms hereof, are confidential and that Buyer will not disclose any of the terms hereof to any third party unless compelled to do so by court order or governmental regulation.

Exhibit A
CARDIAC INSIGHT Cardea SOLO
LIMITED WARRANTY
(attached)