



CPR CART

Services Agreement

Revision Date: 10/01/2025

This Services Agreement (this “**Agreement**”), dated as of _____, 2025 (the “**Effective Date**”), is entered into by and between CPR Cart LLC, a California limited liability company (“**Service Provider**”) and _____ (“**Client**,” and together with the Service Provider, the “**Parties**”, and each a “**Party**”).

WHEREAS, Service Provider is authorized by AHA and Laerdal to sell and distribute Customer Licenses for the Programs (defined below);

WHEREAS, Client desires to retain Service Provider to distribute Customer Licenses, to provide one or more self-service automated mannequin stations, approved for BLS, ACLS and PALS certification and recertification with the AHA (the “**CPR Station(s)**”) in connection with the Customer Licenses, and to provide services related thereto under the terms and conditions hereinafter set out, and Service Provider is willing to perform such services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

1. Definitions.

1.1 “**ACLS**”: Advanced Cardiovascular Life Support.

1.2 “**AHA**”: American Heart Association.

1.3 “**Approved Communication Channels**”: The approved methods of communication to Service Provider for support during the term of this Agreement:

● Logistics (Shipping/Operations) _____ Logistics@CPRCart.com _____

● Support email: _____ Info@CPRCart.com _____

● Phone support line (hours): _____ (888) 528-7205 _____

1.4 “**BLS**”: Basic Life Support.

1.5 “**Customer License**”: a license or subscription for a Program.

1.6 “**Equipment**”: means the CPR Stations, security camera, posters, merchandise, and other property provided in connection with the CPR Stations.

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Initials: _____

1.7 **“Laerdal”**: Laerdal Medical Corporation.

1.8 **“Net Profit”**: The gross revenues actually received from operation of the CPR Stations at the Premises and issuance of the Customer Licenses with respect to such CPR Stations, less documented, reasonable, and customary direct costs incurred by Client in connection with the CPR Station(s) including rent, shipping costs, sales taxes, and fees to Service Provider (but not Service Provider’s Revenue Share). Net Profit shall not be reduced by any general overhead, administrative, or indirect costs of Client unless expressly approved in writing by Service Provider.

1.9 **“Order Form”**: The document that captures specific terms, quantities, locations, and fees for the licenses to be issued pursuant to this Agreement. Each Order Form shall be submitted through Service Provider’s website.

1.5 **“PALS”**: Pediatric Advanced Life Support.

1.6 **“Premises”**: The physical office or other location where the CPR Station(s) will be delivered, maintained and operated.

1.7 **“Programs”**: The following e-learning and skills programs intended for use by healthcare professionals and commercial emergency care providers which Service Provider is authorized to sell and distribute:

- (a)HeartCode Complete
- (b)HeartCode Complete BLS
- (c)HeartCode Complete ACLS
- (d)HeartCode Complete PALS
- (e)HeartCode Skills (Part 2)
- (f)HeartCode Skills BLS (Part 2)
- (g)HeartCode Skills ACLS (Part 2)
- (h)HeartCode Skills PALS (Part 2)
- (i)HeartCode Cognitive (Part 1) – BLS, ACLS & PALS

1.13 **“Services”**: Reasonable remote support and troubleshooting for the CPR Station(s) provided to client, performance feedback, training records, software updates, maintenance guidelines, evaluations provided by Service Provider, and activation of Customer Licenses pursuant to Order Forms received and paid for by students with respect to the Premises.

1.14 **“Shipment Request”**: Client’s written request for equipment to be released to the freight carrier for delivery to a specified location, which shall be specified in the Shipment Request. The freight carrier shall be selected by AHA and Laerdal.

1.15 **“Subscription”**: The recurring service plan for the CPR Station(s) leased by Client pursuant to this Agreement.

2. Services.

2.1 Upon receipt of a Shipment Request, Service Provider shall arrange for AHA and Laerdal to deliver the CPR Station(s) ordered by Client in fully operable condition to the Premises. Client acknowledges a security camera and certain merchandise, including one or more posters is automatically included with an order of the CPR Station and must be used in the Premises. The cost thereof is included in the Set-Up/Equipment Fee set forth in Section 5.2 below. Client acknowledges Client will not own any CPR Station(s) or Equipment but will merely be renting them during the term of this Agreement pursuant to and subject in all events to the terms of this Agreement. Service Provider shall list the Premises as an available location for use of the CPR Stations on its website and shall allow for booking appointments at the Premises through Service Provider's website. Service Provider shall also provide the Services to Client as needed throughout the term of this Agreement, subject to Client's agreement to cooperate with Service Provider and comply with Client's obligations under this Agreement. Service Provider shall use reasonable efforts to acknowledge support requests within 24 business hours after delivery through Approved Communication Channels and shall use reasonable efforts to resolve standard issues within 3 business days after receipt of the request through Approved Communication Channels.

2.2 Client understands and agrees this Agreement is not exclusive and Service Provider will operate and/or market several other CPR Stations at several other locations throughout the term of this Agreement. Service Provider shall allocate such time and resources to marketing the CPR Station(s) at the Premises as Service Provider decides in its sole and absolute discretion. Client expressly acknowledges and agrees that Service Provider does not have any non-compete or fiduciary obligations whatsoever and may continue to distribute, market, and operate, as applicable, CPR Stations in any location deemed desirable to Service Provider, whether or not competitive with Client's business at the Premises. Client also understands that Service Provider may deliver the CPR Stations to third-party businesses to market and operate without the assistance of Service Provider, and Service Provider has no control over the geographical location, marketing efforts, prices or other aspects of such CPR Stations. Service Provider reserves the right to distribute CPR Stations to any party, including direct competitors of Client.

3. Client's Obligations. Client agrees to satisfy the obligations set forth below for the term of this Agreement:

3.1 Provide a safe and legally compliant Premises for the physical location and operation of the CPR Station(s). Client shall ensure that the Premises is suitable for the CPR Station(s) and that all applicable laws and regulations permit the operation of the CPR Station(s) in such Premises. Client shall be solely responsible for securing a lease for the Premises (the "**Lease**") and for complying with all requirements under such Lease. Service Provider shall not be a party to the Lease and shall not have any obligations under the Lease whatsoever. Further, Client shall be solely responsible for the condition of the Premises and all legal compliance with respect thereto, including but not limited to compliance with accessibility laws and regulations.

3.2 Obtain and maintain at Client's sole cost and expense throughout the term of this Agreement: (a) property insurance insuring against any loss or damage to the CPR Station(s), which policy may also cover Client's other personal property in the Premises if any, but in no event shall the policy have coverage less than \$15,000 per CPR Station ordered by Client; (b) comprehensive general liability (including contractual liability) insurance against claims for bodily injury (including death), personal injury and property damage occurring in or near the Premises or resulting from activities related to the Premises and use of the CPR Station(s), in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, for bodily injury (or death) and/or property damage; and (c) any other insurance required under the Lease. Service Provider shall be listed as loss payee on Client's property insurance and as additional insured on all other policies and shall be provided with insurance certificates containing such information required by Service Provider at the following times: (1) within 1 business day after submission of a Shipment Request; and (2) at such other times requested by Service Provider from time to time.

3.3 Provide Service Provider with full information about the schedule, constraints, and existing conditions of the Premises.

3.4 Allow only authorized personnel to access and operate the CPR Station(s), which shall include only students who have paid for Customer Licenses and authorized employees and agents of Client.

3.5 Comply with AHA guidelines and all applicable laws, including but not limited to the requirements of the Family Educational Rights and Privacy Act ("FERPA") with respect to data of students. Client shall not disclose student information or educational or training records without the express written consent of the student, except as expressly permitted by applicable law. Further, such information shall not be used for any purpose unrelated to this Agreement. Client shall be solely responsible for confidentiality of all records obtained through operation of the CPR Stations

3.6 Keep the CPR Station(s) stocked with supplies and compliant with AHA rules, and maintain high-speed, secured wireless internet at the Premises.

3.7 Provide free and lawful access to the Premises for all necessary equipment and personnel of Service Provider, including but not limited to access for periodic inspections.

3.8 Provide to Service Provider a monthly forecast at the beginning of each calendar month and a quarterly business report promptly after the end of each quarter. Service Provider will enable RQIP Consumption Reporting for the products. Consumption data shall be the authoritative basis for reconciliation of license usage, billing for cost of goods, and performance measurement.

3.9 Provide access to Client's books, records and data systems, including student records maintained, if any, upon 5 days' notice from Service Provider, for the purpose of Service Provider assessing compliance with this Agreement.

3.10 Respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.11 Timely pay all rent and other sums due under the Lease.

3.12 Maintain the CPR Station(s) in a good and clean condition and promptly notify Service Provider of any issues or material repairs needed.

3.13 Inform Service Provider as soon as reasonably practicable of any concerns or issues regarding the Services or the CPR Station(s).

3.14 Timely pay the fees and Revenue Share due to Service Provider as provided in Section 5 of this Agreement.

Service Provider shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, Client's consultants or Client's contractors.

4. Shipment, Freight and Delivery.

4.1 Shipment Request. When Client has secured Premises compliant with this Agreement, Client shall send to Service Provider a Shipment Request identifying the destination, delivery contact, and receiving hours for the CPR Station(s) ordered. Service Provider will forward the Shipment request to AHA/Laerdal to process the order and delivery.

Client agrees Service Provider has no control over processing or shipment lead time and/or delays, as the same is handled by AHA/Laerdal. Accordingly, Service Provider shall have no responsibility or liability with respect to the timing of shipment.

4.2 Freight Decisions. After a Shipment Request is accepted by Service Provider and the Equipment is tendered by AHA/Laerdal to the carrier, changes to the order, including but not limited to changes to the equipment ordered, freight routing, carrier selection, service level, or delivery schedule cannot be made. Any rerouting, reconsignment, or delivery changes requested by Client must be arranged directly by Client with the carrier and are at Client's sole cost and risk.

4.3 Carrier Performance. Service Provider is not responsible for carrier delays, charges, damage occurring in transit, or missed appointments by the carrier. Client must work directly with the carrier to resolve transit issues and file any claims. Service Provider will provide reasonable documentation support upon request.

4.4 Risk of Loss. Delivery of the CPR Station(s) and any other Equipment shall be made F.O.B. AHA/Laerdal's shipping point. Risk of loss passes to Client upon carrier pickup at the shipping point. Client assumes all risk of loss, theft, casualty, or damage to the Equipment from and after tender of the Equipment to the carrier, regardless of insurance coverage. Client must inspect shipments promptly upon arrival and report visible damage to Service Provider within 48 hours of arrival, or with respect to concealed damage, within 5 business days of arrival. Client must retain packaging for carrier inspection upon determining damage exists.

4.5 Site Readiness. Client shall ensure the Premises is ready for delivery prior to arrival of the CPR Station(s), including power, internet connectivity, physical access, cleanliness, and security. If delivery is refused or the site is not ready, any redelivery, storage, or return freight charges shall be Client's responsibility.

4.6 Acceptance. Equipment is deemed accepted on the earliest of: (a) successful power-on/self-test of the CPR Station, (b) first productive use of the CPR Station, or (c) five (5) business days after delivery if no defect report is submitted to Service Provider within such period.

5. Fees and Compensation to Service Provider. Client agrees to pay the following to Service Provider as consideration for renting the CPR Station(s) and the Services.

5.1 Security Deposit. Client shall pay to Service Provider a Security Deposit in the amount equal to \$149 to secure Client's timely performance of this Agreement (the "Deposit"). The Deposit shall not be required to be segregated from other funds of Service Provider and shall not accrue interest. In the event Client breaches any of its obligations under this Agreement, Service Provider shall be entitled, but not obligated, to immediately, without notice, apply the Deposit to the amount owed or damages accrued as a result of Client's breach, and Client shall be responsible for replenishing the same and paying any additional amounts remaining due to Service Provider under this Agreement within 5 days after receipt of an invoice from Service Provider. For the avoidance of doubt, Service Provider's application of the Deposit to any amount due shall not constitute a waiver or cure of the default. In the event any portion of the Deposit remains unapplied upon termination or expiration of this Agreement, such unapplied portion of the Deposit shall be reimbursed to Client within 30 days after return of the CPR Stations in good working condition to the return address specified in writing by Service Provider.

5.2 Set-up/Equipment Fee. Client shall pay to Service Provider a one-time fee of \$1,295.00 per CPR Station ordered by Client, to be paid upon or before submission of the Shipment Request.

5.3 Monthly Subscription Fee. Client shall pay to Service Provider a monthly subscription fee of \$149.00 per CPR Station ordered by Client, to be paid on or before the date such CPR Station is delivered, and monthly thereafter on or before the 15th day of each calendar month.

5.4 Revenue Share. Client shall pay to Service Provider 20% of the Net Profit derived in any way from the CPR Station(s) (the "Revenue Share"). Payments of Service Provider's Revenue Share shall be made monthly based upon the Net Profit from the preceding month, on or before the 15th day of each calendar month. Proceeds from the CPR Stations and related Customer Licenses are collected and tracked through Service Provider's website, and thus, Service Provider will calculate and retain the Revenue Share each month and will pay out the remaining revenue derived from the Premises.

5.5 Optional White Glove Set-Up.

(a) For a fee equal to \$600 per CPR Station, Service Provider will provide on-site set-up of the CPR Station at the Premises through a third-party, which may include uncrating, assembly, connectivity checks, and a final test of the CPR Station. This service does not guarantee accepting or signing for delivery of any Equipment. White Glove Setup does not include building modifications, electrical work, network installation or rewiring, or furnishings. High-speed wireless internet must be available at the time of delivery and set-up. This service may include mounting or set-up of the security camera or posters. If additional time or repeat visits are required due to site readiness, parking/security delays, or rescheduling within 48 hours of the visit, Client agrees to pay reasonable additional charges or other cost schedule provided by AHA/Laerdal or Service Provider. Client must be available and reachable by Service Provider and its onsite personnel during the scheduled delivery and installation window with no exception. If Client is not reachable during installation, Client shall pay additional charges associated with rescheduling or any other cost schedule provided by AHA/Laerdal or Service Provider.

(b) As an alternative to the option in Section 5.4(a) above, for a fee equal to \$1,200 per CPR Station, Service Provider will send an employee or representative to the Premises to complete the delivery and installation described above, with the addition of accepting delivery of the Equipment, as well as mounting and set-up of the security camera and posters in the Premises. If this option is selected, Client is not required to be available during this set-up, provided Client has coordinated access to the Premises with Service Provider in advance. This service does not include building modifications, electrical work, network installation or rewiring, or furnishings. High-speed wireless internet must be available at the time of delivery and set-up.

5.6 Replacement Parts/Supplies Costs. The cost of replacement parts needed resulting from damage, loss, or misuse may be charged to Client if charged by AHA/Laerdal. Consumables and other supplies, including but not limited to ink and other necessary office supplies required to properly use the CPR Station(s) are Client's responsibility unless otherwise stated.

5.7 Late Payments. All fees and compensation hereunder is due to Service Provider by the 15th of each calendar month. Any payment not received by Service Provider on or before the date due shall accrue a late fee equal to the lesser of (a) 10% of the overdue amount, or (b) the maximum amount permitted under applicable law. The parties agree that such late fee represents a fair and reasonable estimate of the costs and losses that Service Provider will incur as a result of late payment by Client, as Service Provider will be required to timely pay applicable fees and charges to AHA/Laerdal regardless of timely payment by Client.

Accordingly, such late fee is not a penalty. In addition, overdue amounts shall bear interest from the date following the due date until paid at the rate of 10% per annum, or the maximum rate permitted by applicable law if less. If Client is late in payment for two consecutive months, Service Provider may, but shall not be obligated to, suspend services and repossess the CPR Station(s) and any and all other Equipment. In the event payment to Service Provider remains past due for any period in excess of 30 days, Service Provider shall have the right to terminate this Agreement upon written notice to Client, in which event Service Provider shall have the immediate right to enter the Premises and collect the CPR Station(s) and any and all other Equipment or to require that Client send the same to the return address specified in writing by Service Provider at Client's expense.

5.8 Audit Rights. Client shall maintain complete and accurate books and records sufficient to verify the calculation of Net Profit. Service Provider, or its designated representative, shall have the right, upon at least 10 days' prior written notice, to inspect and audit such books and records during normal business hours, not more than four times per calendar year, at Service Provider's expense. If such audit reveals an underpayment of more than 2% due to Client's misreporting or incorrect calculations of expenses, Client shall promptly reimburse Service Provider for the reasonable costs of such audit in addition to paying the amount of any underpayment, with a penalty of 15% of such underpayment.

6. Limitation of Liability and Indemnification.

6.1 Limitation of Liability; Release. To the maximum extent permitted by applicable law, Client hereby waives the right to recover from, fully releases, and agrees not to sue Service Provider for any costs, claims, demands, or losses (including reasonable attorneys' fees) which may arise as a result of the use of the CPR Station(s) at the Premises, except to the extent that such costs, claims, demands or losses are caused by the willful or grossly negligent actions of Service Provider. This release includes claims of which Client is presently unaware or which Client does not presently suspect to exist which, if known by Client, would materially affect Client's release to Service Provider. Client specifically waives the provision of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Client agrees this Section 6.1 is a material inducement to Service Provider agreeing to enter into this Agreement. Client has had a full and fair opportunity to review this Section 6.1 with counsel selected by Client and Client fully understands the meaning and consequences of this Section.

6.2 Client Indemnity. To the maximum extent permitted by applicable law, Client shall indemnify, defend, protect, and hold harmless Service Provider and each of Service Provider's agents, officers, directors, managers, members, partners, affiliates, and employees, (collectively, "Service Provider Parties"), from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including, without limitation, court costs and reasonable attorneys' fees) incurred in connection with or arising from: (a) any default by Client in the observance or performance of any of the terms, covenants or conditions of the Lease; (b) the use or occupancy of the Premises by Client or any person claiming by, through, or under Client; (c) the condition of the Premises or any occurrence or happening in, on, or about the Premises; (d) the violation of any applicable law with respect to the Premises or the operation of the CPR Stations; (e) the use of the CPR Stations, student data, records or certifications; (f) regulatory investigations, use of intellectual property, or data breaches resulting from the use of the CPR Stations or other operations under this Agreement; (g) Client's breach of any of the terms, covenants or conditions of this Agreement; or (h) any acts, omissions or negligence of Client or its contractors, agents, servants, employees, visitors, invitees, or licensees. Notwithstanding the foregoing, Client shall not be required to indemnify Service Provider or Service Provider Parties if and to the extent that any such claims, judgments, damages, penalties, fines, costs, liabilities, or losses arise or arose as a result of the gross negligence, sole active negligence, or willful misconduct of Service Provider and/or any Service Provider Parties. The provisions of this Section 6.2 shall survive the expiration or sooner termination of this Agreement with respect to any claims, costs, or liability arising out of acts, omissions, or events occurring during the term of this Agreement.

6.3 Service Provider Indemnity. Service Provider shall indemnify, defend, protect, and hold harmless Client and Client's agents, officers, directors, managers, members, partners, affiliates, and employees ("**Client Parties**") from and against any and all third party injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) occasioned by or arising out of: (a) any intentional misconduct or gross negligence of Service Provider or Service Provider Parties; or (b) any default in the performance of any obligation on Service Provider's part to be performed under this Agreement which is not cured in the applicable cure period.

Notwithstanding the foregoing, Service Provider's indemnity obligations under this Section 6.3 shall not apply with respect to any claims, judgments, damages, penalties, fines, costs, liabilities, or losses that arise or arose as a result of the intentional or negligent acts or omissions of Client and/or any Client Parties. The provisions of this Section 6.3 shall survive the expiration or sooner termination of this Agreement with respect to any claims, costs, or liability arising out of acts, omissions, or events occurring during the term of this Agreement.

6.4 Maximum Damages. To the maximum extent permitted by applicable law, the total liability of Service Provider whether in contract, tort (including negligence), or otherwise, arising out of or relating to this Agreement, shall not exceed, in the aggregate, the total fees and Revenue Share actually paid by Client to Service Provider under this Agreement during the 12 months immediately preceding the event giving rise to such liability. The Parties acknowledge and agree that the foregoing limitation is a material term of this Agreement, that such limitation reflects a fair and reasonable allocation of risk between the Parties, and that Service Provider's fees charged to Client would have been substantially higher absent such limitation. Nothing in this Section shall limit or exclude liability for (i) Service Provider's willful misconduct; (ii) Service Provider's actual fraud in connection with this Agreement; or (iii) liability that cannot be limited or excluded under applicable law.

7. Intellectual Property, Confidentiality, and Non-Disparagement.

7.1 Intellectual Property Rights. This Agreement does not grant Client any rights to the intellectual property or proprietary information of Service Provider, the AHA, Laerdal, or any of their respective supply chain partners or vendors except as reasonably necessary for the use and marketing of the CPR Stations at the Premises as provided under this Agreement. Client shall not, directly or indirectly, modify the features or functionality of, copy or create derivative works using all or any portion of, analyze or remove components from, or otherwise reverse engineer or attempt to reverse engineer the CPR Stations or permit or encourage any third-party to do so.

7.2 Branding. Client shall not, without Service Provider's prior approval, use Service Provider's, AHA's, or Laerdal's name and/or logo in any informational, promotional, advertising, or any other material. Further, Client shall not use any Client branding or representations suggesting Client ownership of the CPR Stations. Any advertisement or marketing materials created by Client shall be subject to Service Provider's approval, and Service Provider shall be entitled to remove any such materials from the Premises or other circulation.

7.3 Confidential Information. The Parties agree that all commercial, technical, financial and other confidential and proprietary information of each Party that is disclosed to the other in the performance of this Agreement shall be used solely for the purposes of this Agreement, and shall not in any way, directly or indirectly, be used to the detriment of the other Party or disclosed to any third party without the prior written consent of the Party to which the information belongs. Each Party shall take all reasonable measures to protect the confidentiality of such information, and in every case shall take at least those measures it takes to protect its own confidential information. If either Party is obligated to disclose such information through applicable law, regulation or judicial order, such Party shall inform the other party in writing at least 10 days prior to such disclosure.

7.4 No Publications. Neither Party shall issue a press release, or make any other release or publication (including reference over any website) referencing the other Party or its relationship with the other Party (collectively a “**Publication**”) without first obtaining the written consent of such Party, which consent shall not be unreasonably withheld. The non-reporting Party shall have the right to review and provide reasonable revisions to any proposed Publication prior to its release. Nothing contained herein shall be construed to prevent Service Provider from publishing the Premises on its website or engaging in any marketing efforts with respect to the CPR Stations, all of which may be done without Client’s consent.

7.5 Confidentiality of this Agreement. Client shall hold the terms of this Agreement in strict confidence and will not disclose the same to any person other than Client’s directors, officers, employees, professional advisors, and any landlord of the Premises who need to know such information for the purposes of consummating this transaction and fulfilling this Agreement. Client shall advise such parties of the confidential nature of this Agreement. This confidentiality obligation shall not prohibit disclosure required by applicable federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, and/or requirements; provided, however, if such disclosure is required, Client shall inform Service Provider at least 10 days prior to making such disclosure.

7.6 Non-Disparagement. Client shall not make, publish, or communicate, nor cause or permit the making, publishing or communication, to any person or entity, or in any public forum, including but not limited to social media, news outlets, or other forms of media or communication, any comments or statements (written or oral) that seek to denigrate, disparage or otherwise negatively impact the reputation of or otherwise harm Service Provider or the CPR Stations, or any of Service Provider’s businesses, employees, directors, officers, managers, members, shareholders, owners, contractors, or agents, or about its business or services, including but not limited to, making any such comments to the press or media or posting them on any social media or other website.

The parties acknowledge that any breach of the obligations set forth in this Section 7.6 is likely to cause substantial harm to Service Provider's business, reputation, and goodwill, the amount of which would be impracticable or extremely difficult to determine with precision at the time of contracting. Accordingly, the parties agree that, in the event of any breach by Client of this Section 7.6, Client shall pay to Service Provider liquidated damages in the amount of \$25,000 for each such breach. The parties agree that this amount represents a fair, reasonable, and proportionate estimate of the damages that Service Provider would likely sustain as a result of such breach and is not intended as a penalty or forfeiture. This remedy shall be in addition to, and not in lieu of, any other rights or remedies available at law or in equity, including the right to seek injunctive relief.

7.7 Data Protection.

(a) Client shall comply with all applicable federal, state, and local data privacy, data protection, and information security laws, rules, and regulations in connection with its performance under this Agreement, including without limitation FERPA, the California Consumer Privacy Act ("**CCPA**"), and any successor or supplemental laws. Client shall implement and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of any personal data, student records, or other protected information accessed, received, or processed in connection with this Agreement. Client shall not use, disclose, or permit access to any such information except as strictly necessary to perform its obligations hereunder and only in compliance with this Agreement and applicable law. Client shall promptly notify Service Provider in writing of any actual or suspected unauthorized access, disclosure, or breach of personal data or student records.

(b) Service Provider shall have the right, on reasonable notice, to audit Client's data privacy and security practices to confirm compliance with this Section.

(c) Client shall indemnify, defend, and hold harmless Service Provider and the Service Provider Parties from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) Client's failure to comply with its obligations under this Section 7.7, or (ii) any violation of applicable data privacy, data protection, or information security laws caused by Client or its employees, contractors, or agents, or otherwise resulting from the use of the CPR Stations, except to the extent caused by the gross negligence, active sole negligence or willful misconduct of Service Provider.

7.8 Injunctive Relief. The Parties acknowledge each of them may suffer irreparable harm in the event of a breach of any provision of this Section 7, for which the injured Party has no adequate remedy at law. Therefore, in addition to all other remedies available pursuant to the terms of this Agreement or at law, each Party shall have the right to obtain immediate injunctive or other equitable relief upon a breach of any provision of this Section 7 by the other Party, without the necessity of giving any notice of such default or opportunity to cure the same.

7.9 Survival. The provisions of this Section 7 shall survive the termination or expiration of this Agreement.

8. AHA Agreement. Client understands and agrees this Agreement is subject in all respects to the terms of Service Provider's licensing and distribution agreement with the AHA/Laerdal (the "**AHA Agreement**"). In the event Service Provider requires any additional reporting from Client to comply with the terms of the AHA Agreement, Client shall promptly provide such additional reports upon request. In the event the AHA Agreement terminates at any time for any reason, or Service Provider is no longer permitted to distribute CPR Stations or Customer Licenses, this Agreement shall terminate without any notice requirement and Service Provider shall be entitled to remove the CPR Stations and Equipment from the Premises within the timeframe required by the AHA/Laerdal. In the event AHA/Laerdal requires removal of the CPR Stations and Equipment before all then currently scheduled appointments at the Premises can be honored, Service Provider shall process refunds for such students (or shall reschedule such students at other locations if applicable).

9. Term and Termination. This Agreement shall be for an initial term of 12 months from the Effective Date (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive additional six-month terms ("**Renewal Term**") unless either Party provides written notice of termination to the other Party at least 60 days prior to expiration of the then-current Initial Term or Renewal Term, as applicable. Additionally, Service Provider shall have a right to terminate this Agreement at any time for convenience upon 30 days' prior written notice. If a termination notice is received, except in the event such termination is required due to termination of the AHA Agreement, which shall be governed by Section 8, this Agreement shall continue until all previously scheduled students with appointments at the Premises have been able to complete their courses as scheduled (not including any extensions for such students who fail their assessments at their scheduled appointments). No additional appointments shall be accepted for the Premises after either Party receives a termination notice unless agreed by both Parties. Upon termination, Client shall cooperate with Service Provider in removing the CPR Stations and any other Equipment or, upon request of Service Provider, shall ship such CPR Stations and Equipment to the return address specified in writing by Service Provider at Client's expense.

10. Default of this Agreement.

10.1 Default by Service Provider. If Service Provider shall fail to perform any Service Provider obligation under this Agreement, and any such default shall continue for a period of 30 days after written notice to Service Provider (or if such default is incapable of being cured in a reasonable manner within 30 days then, if Service Provider has not commenced to cure the same within said 30 day period and thereafter diligently prosecuted the same to completion), Client shall have the right to terminate this Agreement upon 30 days' written notice to Service Provider, and in such event this Agreement shall be deemed terminated on the 31st day after written notice is delivered to Service Provider, Service Provider shall process refunds to any students who have scheduled appointments at the Premises for any period after termination (or shall reschedule them to other locations), and Service Provider shall coordinate for removal of the CPR Stations and other Equipment from the Premises promptly thereafter, or upon request of Service Provider, Client shall ship such CPR Stations and Equipment to the return address specified in writing by Service Provider at Client's expense. Upon such termination for default, subject to the limitation in Section 6.4 above, Client shall also have any other remedies available under applicable law, provided, however, that in no event shall Client be entitled to any punitive or consequential damages, such as lost profits.

10.2 Default by Client. If Client shall (a) fail make any payment due to Service Provider hereunder within 30 days of the date such payment is due, (b) consent to the appointment of a receiver, seek relief under the Federal Bankruptcy Code or any similar state statute, admit in writing its inability to pay its debts as they become due, make any assignment for the benefit of creditors generally, become the subject of an involuntary petition for bankruptcy under the Federal Bankruptcy Code, or (c) fail to fulfill any non-monetary Client obligation under this Agreement for a period of 30 days after written notice to Client (or if such non-monetary default is incapable of being cured in a reasonable manner within 30 days then, if Client has not commenced to cure the same within said 30 day period and thereafter diligently prosecuted the same to completion), Service Provider shall have the right to terminate this Agreement upon 30 days' written notice to Client, and in such event this Agreement shall be deemed terminated on the 31st day after written notice is delivered to Client, Client shall permit entry and reasonably coordinate with Service Provider for removal of the CPR Stations and other Equipment from the Premises promptly thereafter, or upon request of Service Provider, shall ship such CPR Stations and Equipment to the return address specified in writing by Service Provider at Client's expense. Client shall also pay to Service Provider any direct expenses actually caused by Client's default, due within 15 days of receipt of an invoice from Service Provider. Upon such termination for default, Service Provider shall also have any other remedies available under applicable law, provided, however, that in no event shall Service Provider be entitled to punitive or consequential damages, such as lost profits.

11. Service Provider Marketing. Service Provider shall have the right to document and take photographs of the Premises. Service Provider shall have the right, but not the obligation, to use such images and documentation regarding the Premises for marketing and advertising purposes, including on social media and Service Provider's website.

12. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors, heirs, legal representatives and assigns; provided, however, neither Party shall have the right to assign any of its rights or obligations hereunder without the prior written consent of the other Party.

13. Governing Law and Dispute Resolution. This Agreement and all matters arising out of or relating to this Agreement or the Services, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws principles. In the event of any dispute with respect to this Agreement, or the relationship between the Parties created by this Agreement, the matter shall be submitted to arbitration in San Diego, California pursuant to the commercial arbitration rules of AAA, JAMS, or ADR Services, Inc. (collectively "Approved Service"). Any award or decision obtained from any such arbitration proceeding shall be final and binding on the Parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. No action at law or in equity based upon any claim arising out of or related to this Agreement shall be instituted in any court except: (a) an action to compel arbitration pursuant to this Section, (b) an action to enforce an award obtained in an arbitration proceeding in accordance with this Section, or (c) an action for injunctive relief under Section 7 of this Agreement. The prevailing party in any such proceeding shall be entitled to its costs and reasonable attorneys' fees.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth below the signatures on this Agreement (or to such other address that may be designated in writing by the receiving Party from time to time in accordance with this Section). Any such Notice shall be personally delivered or sent by nationally recognized overnight mail service. A copy of any Notice shall also be provided via email to the addresses set forth below each Party's signature. All Notices shall be deemed given when received or rejected, if given by personal delivery, or one (1) business day following deposit with a nationally recognized overnight mail service.

15. Non-Waiver. No failure or delay by either Party to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either Party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by such Party or any right either Party has herein to demand strict compliance with the terms hereof by the other.

16. Force Majeure. If performance by either Party of a specified term, condition or covenant in this Agreement (other than the payment of fees, the Revenue Share, or other charges due hereunder) is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, local, state or national emergencies, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, civil riot, flood, or any other cause not within the control of such party, the period for performance of the term, condition or covenant shall be extended for a period equal to the period such party is reasonably delayed or prevented. Notwithstanding the foregoing, lack of funds for any reason shall never constitute Force Majeure and this Section shall not under any circumstances excuse Tenant's obligation to continue to pay all fees and Revenue Share in full as and when due under this Agreement.

17. Mutual Agreement. This Agreement reflects the mutual understanding of both Parties and each Party represents it has had a full and fair opportunity to review, and contribute to, the terms hereof. In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by a particular Party or its counsel.

18. Miscellaneous. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. If any term or provision of this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. This Agreement may be executed in multiple counterparts and by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

In witness whereof, the Parties hereto have executed this Agreement as of the Effective Date.

COMPANY:

CLIENT:

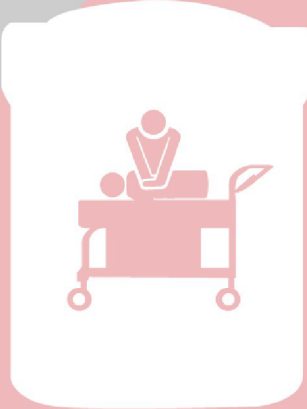
CPR Cart LLC

[]

[]

CLIENT's Notice Address:

Email:





CPR CART

Partner Payment Information Form

Please indicate your preferred
payment method:

Date: _____

1. Zelle

Name: _____

Phone OR Email (linked to Zelle):

OR

2. Wire Transfer

Account Type: ☐ Personal ☐ Business

If Personal:

First Name: _____

Last Name: _____

If Business:

Business Name: _____

Bank Details

Routing Number: _____

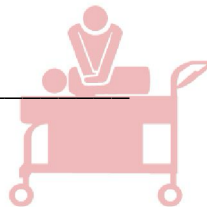
Account Number: _____

Address on File With Bank:

Street Address: _____

City: _____ Zip Code: _____

State: _____



Disclaimer: By completing this form, you attest that all payment information provided is accurate. If any changes occur, you agree to notify CPR Cart immediately. CPR Cart is not responsible for delays or errors resulting from incorrect or outdated information. The payment information provided will be used solely for processing payouts based on the 80/20 revenue split agreement.