

CONTRACTUAL TERMS

for Data access and use between Data Holders and Users of connected Products and Related Services, per Regulation (EU) 2023/2854 (the ‘Data Act’)

1. Parties and Product/Related Service

1.1 Parties to the contract

This contract on the access to and use of Data (as defined in clause 2 below) is made between IDEXX B.V., Scorpius 60, Building F, 2123 Hoofddorp, The Netherlands (‘Data Holder’) and you, an IDEXX customer established or ordinarily resident in the European Union who uses Product(s) and Related Service(s) (‘User’). The Data Holder and the User are hereinafter individually referred to as a ‘Party’ and collectively as the ‘Parties’.

This contract applies only where the connected Product is placed on the market in the European Union and the User of the connected Product is an established or ordinarily resident in the European Union. It does not apply to Users who are established or ordinary residents in the European Union whose Product(s) and/or Related Service(s) fall outside the scope of the Data Act and for the avoidance of doubt, if you are not an IDEXX customer established or ordinarily resident in the European Union, these terms do not apply to you and do not form a contract between you and the Data Holder.

1.2 Product/Related Service

This contract is made with regard to:

(a) the following connected product(s) (the ‘Product’ or ‘Products’): the IDEXX in-house diagnostic instruments and/or digital imaging products placed on the market in the European Union and specified on the User’s order form or invoice from Data Holder or one of its Affiliates;

(b) the following related service(s) (the ‘Related Service(s)’): IDEXX SmartService.

The User declares that they are either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract.

An ‘Affiliate’ of a Party shall mean an entity that is directly or indirectly owned, operated, or controlled by such Party, or under common ownership, operation or control with such Party.

A ‘third party’ is any party who is not a Party nor an Affiliate of a Party.

2. Data covered by the contract

The data covered by this contract (the 'Data') consist of the readily available Product Data and/or Related Service(s) Data within the meaning of the Data Act including, without limitation the Data listed in **Appendix 1**. If, during this contract, new Data within the scope of the Data Act are available to the User, **Appendix 1** will be updated accordingly.

3. Data use and sharing by the Data Holder

3.1 Agreed use of non-personal Data by the Data Holder

3.1.1 The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the User in this contract, the IDEXX terms and conditions of sale available at <https://www.idexx.com/en/about-idexx/terms-of-sale/> (as updated from time to time pursuant to their terms) and incorporated herein by reference ('One IDEXX Master Terms'), or any other agreement between Data Holder (or any of its Affiliates) and User (or any of its Affiliates), and such agreed purposes include, without limitation:

- (a) performing any agreement with the User or carrying out activities related to such agreements (e.g. issuing invoices, generating and providing reports or other analysis);
- (b) providing support, warranty, guarantee or similar services or to assess User's, User's Affiliate's, Data Holder's or third party claims (e.g. regarding malfunctions of the Product) related to the Product or Related Service;
- (c) monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;
- (d) improving the functioning of any product or related service offered by the Data Holder, its Affiliates or contract partners;
- (e) developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, its Affiliates or contract partners, including without limitation by third parties (i) acting on behalf of the Data Holder or its Affiliates (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), (ii) in collaboration with the Data Holder or other parties or (iii) through special purpose companies (such as joint ventures); and
- (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties.

3.1.2 The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the User, or about the use of the Product or Related Service by the User, in any other manner that could undermine the commercial position of the User in the markets in which the User operates. None of the Data uses agreed to under clause 3.1.1 may be interpreted as including such Data use.

3.2 Sharing of non-personal data with third parties and use of processing services

3.2.1 The Data Holder may share with third parties Product Data which is non-personal data for the purpose of fulfilment of this contract, the One IDEXX Master Terms or any other agreement between Data Holder (or any of its Affiliates) and User, including, without limitation, if:

(a) the Product Data is used by the third party for the following purposes:

- i) assisting the Data Holder in achieving the purposes permitted under clause 3.1.1;
- ii) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 3.1.1; and
- iii) for their own needs, independently from the Data Holder, for the purposes permitted under clause 3.1.1;

and (b) the Data Holder contractually binds the third party:

- i) not to use the Product Data for any purposes or in any way going beyond the use that is permissible in accordance with previous clause 3.2.1(a);
- ii) to comply with clause 3.1.2;
- iii) to apply the protective measures required under clause 3.4.1; and
- iv) not to share these Product Data further unless the User grants general or specific agreement for such further transfer, or unless such Product Data sharing is required, in the interest of the User, to fulfil this contract or any contract between the third party and the User. If the User agrees to the further transfer, the Data Holder should oblige the third party with whom they share Product Data to include the clauses corresponding to points (i) to (iv) in their contracts with recipients.

3.2.2 The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under clause 3.1. The third parties may also use such services to achieve the agreed purposes under clause 3.2.1 (a).

3.2.3 The Data Holder may share Related Service Data with its Affiliates and third parties without restrictions under this contract.

3.2.4 The Data Holder may share Product Data which is non-personal data with its Affiliates without restrictions under this contract, provided that any Affiliate with whom Product Data has been shared shall be subject to the same rights and restrictions with regard to the use of Product Data as Data Holder is hereunder.

3.3 Use and Sharing of Personal Data by the Data Holder

The Data Holder may use, share with its Affiliates or third parties or otherwise process any Data that is personal data, under a legal basis provided for and under the conditions permitted under Regulation (EU) 2016/679 (GDPR) and, where relevant, any applicable legislation enacted to implement Directive 2002/58/EC (Directive on privacy and electronic communications).

3.4 Protection measures taken by the Data Holder

3.4.1 The Data Holder may apply reasonable appropriate technical protection measures for the Data.

3.4.2 The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

4. Data access by the User upon request

4.1 Obligation to make data available

4.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf. The request can be made using the form specified in **Appendix 2**, sent to EUDataActRequest@idexx.com.

4.1.2 The Data Holder shall make such Data which is personal data available to the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of any applicable legislation enacted to implement Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met. In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and any applicable legislation enacted to implement Article 5(3) of Directive (EU)2002/58) upon which the making available of personal data is requested.

4.2 Data characteristics and access arrangements

4.2.1 Upon a legitimate request by the User as described in clause 4.1.1 above, the Data Holder must make the Data available to the User, free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format as well as the relevant metadata necessary to interpret and use those Data.

4.2.2 The Data Holder and User may use the services of a third party (including a third party providing Data Intermediation Services as defined by Article 2 of Regulation (EU) 2022/868) to allow the exercise of the User's rights under clause 4.1 of this contract. Such third party will not be considered a Data Recipient under the Data Act, unless it processes the Data for its own business purposes. The Party requiring the use of such a third party must notify the other Party in advance and such third party must agree to terms and conditions as reasonably acceptable to the Data Holder.

4.2.3 The User must receive access to the Data easily and securely by the Data being transmitted by Data Holder (or its Affiliate) to User.

The Data Holder must specify these access arrangements and inform the User of these specifications in **Appendix 1**.

4.2.4 The Data Holder must provide to the User, at no additional cost, the means and information strictly necessary for accessing the Data in accordance with Article 4 of the Data Act. This includes, in particular, the provision of information readily available to the Data Holder regarding the origin of the Data and any rights which third parties might have with regard to the Data, such as rights of data subjects arising under Regulation (EU) 2016/679 (GDPR), or facts that may give rise to such rights.

In order to meet these requirements, the Parties agree on the specifications set out in **Appendix 1**, which forms an integral part of this contract.

4.3 Feedback loops

If the User identifies an incident related to clause 2 on the Data covered by this contract, to the requirements of clauses 4.2.1 or 4.2.3 or of **Appendix 1** on the Data quality and access arrangements and if the User notifies the Data Holder with a detailed description of the incident, the Data Holder and the User must cooperate in good faith to identify the reason of the incident. If the incident was caused by a failure of the Data Holder to comply with its obligations, it must remedy the breach within a reasonable period of time. If the Data Holder does not do so, it is considered as a fundamental breach and the User may invoke clause 13 of this contract (remedies for non-performance). If the User considers its access right under Article 4 (1) of the Data Act to be infringed, the User is also entitled to lodge a complaint with the competent authority, designated in accordance with Article 37(5), point (b) of the Data Act.

4.4 Unilateral changes by the Data Holder

The Data Holder may, in good faith, unilaterally change the specifications of the Data set out in **Appendix 1**, if this is objectively justified by the general conduct of business of the Data Holder– for example by a technical modification due to an immediate security vulnerability in the line of the Products or Related Services or a change in the Data Holder's infrastructure.

The Data Holder must in this case give notice of the change to the User within a reasonable period of time not less than fourteen (14) days before the change takes effect. Where the change may negatively affect Data access and use by the User more than just to a small extent, the Data Holder must give notice to the User at least thirty (30) days before the change takes effect.

A shorter notice period may only suffice where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

4.5 Information on the User's access

The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:

- (a) the sound execution of (i) the User's access request and (ii) this contract;
- (b) the security and maintenance of the data infrastructure; and
- (c) compliance with legal obligations on the Data Holder to keep such information.

5. Protection of trade secrets

5.1 Applicability of trade secret arrangements

5.1.1 The protective measures agreed on in clauses 5.2. and 5.3 of this contract, as well as the related rights agreed in clauses 5.4, apply to Data or metadata included in the Data to be made available by the Data Holder to the User, which are protected as trade secrets (as defined in the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder (as defined in said Directive).

5.1.2 Some of the Data protected as trade secrets (hereafter referred to as 'Identified Trade Secrets') and the identity of the Trade Secret Holder(s) are set out in **Appendix 4**, which forms an integral part of this contract.

5.1.3 Reserved.

5.1.4 If during this contract new Data (but which, for the avoidance of doubt, may include the same categories of Data as before) are made available to the User that are protected as trade secrets as set forth in clause 5.1.1, at the request of the Data Holder, **Appendix 4** will be amended accordingly.

Until **Appendix 4** has been amended by the Parties, and if the need for such amendment is duly substantiated, the Data Holder may temporarily suspend the sharing of the new Data that includes or constitutes trade secret(s) by giving notice to the User and the competent authority designated under Article 37 of the Data Act.

5.1.5 The obligations set out in clauses 5.2 and 5.3 remain in effect after any termination or expiry of this contract, unless otherwise agreed by the Parties.

5.2 Protective measures taken by the User

5.2.1 The User must apply the protective measures set out in **Appendix 4** (hereinafter: 'Trade Secrets Measures').

5.2.2 The User may not make Data protected as trade secrets available to a third party (including without limitation any Affiliate of the User).

5.2.3 In order to verify if and to what extent the User has implemented and is maintaining the Trade Secrets Measures, the User agrees to either (i) annually obtain, at User's expense, a security conformity assessment audit report from an independent third party chosen by the User and acceptable to the Data Holder, or (ii) to annually allow, at Data Holder's expense, a security conformity assessment audit from an independent third party chosen by the Data Holder, subject to such independent third party having signed a confidentiality agreement acceptable to both the User and the Data Holder. Such security audit report must demonstrate User's compliance with availability, integrity, confidentiality principles as further described in the **Appendix 4** as applicable at that time. The results of the audit reports will be submitted to both Parties without undue delay.

The Data Holder may choose between (i) and (ii).

5.2.4 If, during this contract, (i) new Data are made available to the User that are protected as trade secrets as set forth in clause 5.1.1 and require protection by Trade Secret Measures that are not yet included in and required by **Appendix 4**, or (ii) any of the Data that were already provided to the User or a Data Recipient now require protection by Trade Secret Measures that are not yet included in and required by **Appendix 4**, then, at the request of the Data Holder, **Appendix 4** will be amended accordingly. For the avoidance of doubt, any Trade Secret Measures so added to **Appendix 4** shall also be applicable to Data that was already provided to the User or a Data Recipient.

The same shall apply if an amendment of or addition to the Trade Secret Measures in **Appendix 4** is required or advisable (a) to comply with applicable laws, industry standards or the state of the art at any time, or (b) where the specification or amendment of technical and organizational measures is, in the reasonable discretion of the Data Holder, necessary or appropriate to protect its or a third party's trade secrets.

Until **Appendix 4** has been amended, and if the need of such amendment is duly substantiated, the Data Holder may temporarily suspend the sharing of the specific new Data that includes trade secrets by giving notice to the User and the competent authority designated under Article 37 of the Data Act.

5.3 Protective measures taken by the Data Holder

5.3.1 The Data Holder may apply any appropriate technical and organisational protection measures to preserve the confidentiality of the shared or otherwise disclosed trade secrets (hereinafter: 'Trade Secrets DH Measures').

5.3.2 The Data Holder may also add unilaterally appropriate technical and organisational protection measures, if they do not materially hinder the access and use of the Identified Trade Secrets by the User under this contract.

5.3.3 The User undertakes not to alter or remove such Trade Secrets DH Measures as well as unilaterally appropriate technical and organisational protection measures per the preceding paragraph, unless otherwise agreed by the Parties.

5.4 Obligation to share and right to refuse, withhold or terminate

5.4.1 The Data Holder must share the Data, including trade secrets, in accordance with this contract, and may not refuse, withhold or terminate the sharing of any Identified Trade Secrets, except as explicitly set forth in the clauses 5.4.2, 5.4.3 and 5.4.4 or as otherwise provided in this contract or permitted or required by applicable law.

5.4.2 Where the Trade Secrets Measures and the Trade Secrets DH Measures do not suffice to adequately protect a particular trade secret, the Data Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:

(a) unilaterally increase the protection measures regarding the specific trade secret in question, provided this increase is compatible with its obligations under this contract, or

(b) request that additional protection measures be agreed. If there is no agreement on the necessary additional measures after a reasonable period of time and if the need of such measures is duly substantiated, the Data Holder may suspend the sharing of the specific trade secret by giving notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act.

The Data Holder must continue to share any Identified Trade Secrets other than these specific Identified Trade Secrets.

5.4.3 If, in exceptional circumstances, the Data Holder is highly likely to suffer serious economic damage from disclosure of a particular trade secret to the User despite the Trade Secrets Measures and the Trade Secrets DH Measures having been implemented, the Data Holder may refuse to share the specific trade secret in question.

It may do this only if it gives a duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act.

However, the Data Holder must continue to share any Identified Trade Secrets other than those specific trade secrets.

5.4.4 If (a) the User fails to implement or to maintain the Trade Secrets Measures and if this failure is duly substantiated by the Data Holder, e.g. in a security audit report from an independent third party, or (b) there is a breach of the confidentiality of trade secrets, the Data Holder is entitled to withhold or suspend the sharing of the specific trade secrets.

In this case, the Data Holder must, without undue delay, give duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act.

On receiving this notice, the User must address the incident/issue without undue delay (i.e., they must (i) assign the appropriate priority level to the incident/issue based on its potential detrimental impact and (ii) resolve the issue in consultation with the Data Holder and otherwise in accordance with the applicable proceedings as set out in **Appendix 4**).

5.4.5 Any breach by the User of its obligations pursuant to this clause 5 entitles the Data Holder to terminate clauses 4 - 7 of this contract without notice. Such termination shall not affect the validity or enforceability of the remaining provisions of this contract, which shall remain in full force and effect. In the event of Data Holder terminates clauses 4 – 7 in accordance with this clause 5.4.5, User shall immediately cease using Data and destroy all Data received from Data Holder, and shall

procure that all Data Recipients and third parties with whom User has shared Data, to so cease and destroy such Data previously received.

5.5 End of production and destruction of infringing goods

Without prejudice to other remedies available to the Data Holder in accordance with this contract or applicable law, if the User alters or removes technical protection measures applied by the Data Holder or does not maintain the technical and organisational measures taken by them in agreement with the Data Holder in accordance with clauses 5.2 and 5.3, the Data Holder may request the User:

- (a) to erase the data made available by the Data Holder or any copies thereof; and/or
- (b) end the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through a trade secret, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the unlawful use of those data will cause significant harm to the Data Holder or the Trade Secret Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder or the Trade Secret Holder; and/or
- (c) compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.

6. Data use by the User

6.1 Unauthorised use and sharing of data

Without limiting the User's restrictions on use and sharing of Data under the Data Act, the User specifically undertakes not to engage in the following:

- (a) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
- (b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;
- (c) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
- (d) share the Data with a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925;
- (e) use the Data they receive for any purposes that infringe EU law or applicable national law.

7 Data sharing upon the User's request with a Data Recipient

7.1 Making Data available to a Data Recipient

7.1.1 Subject to anything to the contrary in this contract, including, without limitation, the limitations on User rights set out in clauses 5 and 8, the Data Act or any other legal requirements applicable to the Data Holder, the User or a Data Recipient (as defined in the Data Act), the Data, together with the

relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf. The request can be made using the form specified in **Appendix 3**, sent to EUDataActRequest@idexx.com.

7.1.2 The Data Holder shall make the Data which is personal data available to a third party following a request of the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of any applicable legislation enacted to implement Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of Regulation (EU) 2016/679 (and, where relevant, the applicable derogation under Article 9 of that Regulation and any applicable legislation enacted to implement Article 5(3) of Directive (EU)2002/58) upon which the making available of personal data is requested and explain in detail why the conditions of such provision are met.

7.1.3 The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.

7.1.4 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Art. 6, Chapter III and Chapter IV of the Data Act.

7.1.5 The User acknowledges that a request under clause 7.1 cannot benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products or processes that are not yet placed on the market.

8. Limitation on User's rights; Compensation to the User

8.1 In consideration of discounts from IDEXX's list pricing for any products or services including Products and service or maintenance agreements including IDEXX Care Plus, User agrees that it shall not share or otherwise make Data available to third parties (including User Affiliates) without IDEXX's prior written consent. This restriction also applies to any request made by the User to the Data Holder to make Data available to third parties. Any such consent may be conditioned on the payment of additional fees, including but not limited to withdrawal of previously-provided discounts and/or increase of the price of service or maintenance agreements including IDEXX Care Plus.

9. Data warranties and User responsibilities

9.1 Data Holder has not undertaken any verification or investigation regarding whether any third-party rights, including intellectual property rights, may limit or restrict User's, Data Recipients' or third-parties' use of the Data. The Data is provided "as is" and IDEXX makes no warranties, express or implied, regarding the accuracy, completeness, sufficiency or fitness for any purpose of the Data.

9.2 It is the sole responsibility of the User to ensure that their use of the Data, or the use by their authorized Data Recipient or third-party, complies with all applicable laws and regulations,

including those related to third-party rights. The User is solely responsible for determining the appropriateness of the Data for their intended purposes, and for any legal, regulatory or compliance obligations that may arise from the use of the Data.

9.3 Nothing in this clause 9 shall exclude or limit the Data Holder's liability (if any) for intentional or grossly negligent breaches of its obligations to the User under this contract.

10. Transfer of use and liability of the initial User

10.1 Transfer of use

10.1.1 Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (iii) their rights to receive Related Services to a subsequent natural or legal person ('Subsequent User') and loses the status of a user after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this clause.

10.1.2 The initial User must:

- (a) ensure that the Subsequent User cannot use the initial User's account,
- (b) promptly notify the Data Holder of the transfer.

10.1.3 Provided that the Subsequent User has accepted the One IDEXX Master Terms, including this contract, the Data Holder will set up an account for any authorised Subsequent User that the initial User cannot use.

10.1.4 The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer (i.e. the rights and obligations relating to the Data transferred under this contract before the transfer will continue after the transfer). Equally, the initial User's rights to access and use Data generated prior to the transfer will remain unaffected; once the initial User loses the status of a "user", it will no longer have any rights to access or use Data generated after the transfer.

10.2 Liability of the initial User

If the User's failure to comply with their obligations under clause 10.1 leads to the use and sharing of Product or Related Services Data by the Data Holder in the absence of a contract with the Subsequent User, the User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent User towards the Data Holder for the use of the Data after the transfer.

11 Date of application and duration of the contract; Termination

11.1 Date of application and duration

11.1.1 This contract takes effect from your purchase of (or other acquisition of the right to use) a Product.

11.1.2 This contract shall be effective until the earlier of (a) the expiration or termination of the agreements between the Data Holder and the User governing use of the Product and (b) expiration or termination of this contract in accordance with clauses 11.2 and 12.2.

11.2 Termination

11.2.1 Irrespective of the contract period agreed under clause 11.1, this contract terminates:

(a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate Data in an irreversible manner; or

(b) upon the User losing ownership of the Product or when the User's rights with regard to the Product under a rental, lease or similar agreement or the User's rights with regard to the Related Service come to an end; or

(c) when both Parties so agree, with or without replacing this contract by a new contract (provided that (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent User).

11.2.2 Where the Data Holder unilaterally changes the specification of the Data, as set out in **Appendix 1** in accordance with clause 4.4, in a manner that materially and negatively affects the nature, format, quality or quantity of Data shared with User, where User's ability to access or use the Data is substantially impaired, User may terminate this contract by giving written notice. However, if following notification of such change User continues to use the Product and/or Related Services for a period of at least thirty (30) days User is deemed to have accepted such change, and is not entitled to terminate the contract under this clause, and any notice of termination after such period shall be invalid.

11.2.3 User may terminate this contract in the event Data Holder unilaterally changes the Trade Secrets Measures stated in **Appendix 4** in accordance with clause 5.3.2, and such change materially and negatively effects the nature, format, quality, or quantity of Data, including circumstances where User's ability to access or use the Data is substantially impaired. However, if following notification of such change User continues to use the Product and/or Related Services for a period of at least thirty (30) days User is deemed to have accepted such change, and is not entitled to terminate the contract under this clause, and any notice of termination after such period shall be invalid.

11.3 Effects of expiry and termination

11.3.1 Expiry or termination of this contract does not affect any provision in this contract which by nature of its terms is intended to operate even after the contract has come to an end, in particular clause 13.1 on confidentiality, clause 13.3 on applicable law and clause 13.6 on dispute resolution, which remain in full force and effect. For avoidance of doubt, and without prejudice to clause 5.1.5, restrictions on User's use or sharing of Data in this contract will remain in full force and effect following the expiration or termination of the contract.

11.3.2 The termination or expiry of the contract will have the following effects:

(a) unless permitted otherwise, the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;

(b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this contract.

12. Invalidity or rescission of the Data Act

In the event of an invalidation or rescission of the Data Act, or if the Data Act is superseded wholly or in part by another EU regulation not applying similar rights and obligations on the Data Holder and User, User shall immediately cease using Data and destroy all Data received from Data Holder, and shall procure that all third parties with whom User has shared Data and Data Recipients per clause 7, so cease and destroy.

13 Breach of contract; Limitation of liability

13.1 Breach. A Party is in breach of this contract if it fails to perform its obligations in whole or in part, unless such failure is excused by events beyond its reasonable control.

13.2 Notice and cure. The non-performing Party shall be given written notice of the breach. Where the breach is capable of remedy, the non-performing Party shall have thirty (30) days to cure the breach after receipt of notice.

13.3 Remedies. If the breach is not remedied within the applicable period, or if the breach is material and not capable of remedy, the other Party may: (a) require performance of the obligations; (b) suspend its own performance until the breach is remedied; (c) claim damages for direct losses suffered as a result of the breach as set forth in 13.4; and/or (d) terminate this contract by written notice, in the case of a material breach.

13.4. Notwithstanding any other provision in this contract, the total aggregate liability of either Party for any and all claims arising out of or in connection with this contract, whether in contract, tort or otherwise, shall not exceed €10,000 (ten thousand euros).

The liability cap set out above shall not apply to: (a) breach of confidentiality obligations; (b) misappropriation, misuse, or disclosure of trade secrets; (c) liability arising from gross negligence or willful misconduct; (d) User's use or sharing of Data in violation of the Data Act, including, without limitation, in violation of the restrictions set forth in clause 6.1; or (e) liability that cannot be limited under applicable law.

The Parties acknowledge that a breach of the confidentiality or trade secret provisions may cause irreparable harm to the Data Holder for which monetary damages would not be an adequate remedy. Accordingly, in addition to any other remedies available at law or in equity, the Data Holder shall be entitled to seek injunctive relief or other equitable relief to prevent or remedy such breach. Such equitable remedies shall be available in addition to, and shall not be subject to or counted against, the liability cap set out above.

14. General Provisions

14.1 Confidentiality

Each Party ("Receiving Party") may receive confidential information from the other Party ("Disclosing Party"). The Receiving Party agrees to keep such confidential information confidential and to use it only for the purposes of performing under or receiving the benefit of this contract. The Receiving Party shall protect the Disclosing Party's confidential information with the same degree of care (but not less than reasonable degree of care) as it uses to protect its own confidential information of a similar nature. Information is not subject to this provision if it (i) is or becomes a matter of public knowledge without the fault of the Receiving Party, or (ii) was received by the Receiving Party lawfully from a third party under circumstances permitting its unrestricted disclosure by Receiving Party. If the Receiving

Party is required by law, regulation or order of a court or administrative body to disclose confidential information, it shall, to the extent legally permitted, make commercially reasonable efforts to provide the Disclosing Party with prompt written notice before such disclosure and shall limit the disclosure to what is legally required.

These confidentiality obligations do not remove any more stringent obligations under (i) the Regulation (EU) 2016/679 (GDPR), (ii) applicable provisions implementing Directive 2002/58/EC or Directive (EU) 2016/943, or (iii) any other applicable Union or Member State law, or (iv) clause 6 of this Contract.

14.2 Means of communication

Unless provided differently in this contract, any notification or other communication required by this contract must be in writing and may be delivered by hand, sent by prepaid post, or transmitted by electronic means, including email, provided that the sender retains proof of sending to the addresses listed below:

Party Contact Person Email Phone Address

User: the address to which Data Holder sends invoices to User

Data Holder IDEXX B.V.

Attention: Legal Department

Scorpius 60, Building F, 2123 Hoofddorp

The Netherlands

generalcounsel@idexx.com

Any such notice or communication will be deemed to have been received:

(a) if delivered by hand, on the date of delivery;

(b) if sent by prepaid post, on the third business day after posting;

(c) if sent by electronic means, on the date of transmission, provided that no error message indicating failure to deliver has been received by the sender.

14.3 Applicable law

This contract is governed by and construed in accordance with the laws of the Netherlands, without regard to conflict of law principles. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

14.4 Modifications and severability

14.4.1 Any modification of this contract, including without limitation this clause, shall be valid only if agreed to in writing, including in text form.

14.4.2 If any provision of this contract is found to be void, invalid, voidable or unenforceable for whatever reason, and if this provision is severable from the remaining terms of the contract, these remaining provisions shall be unaffected by this and will continue to be valid and enforceable. Any resulting gaps or ambiguities in this contract shall be dealt with according to clause 14.5.

14.5 Interpretation

14.5.1 This contract is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this contract must be interpreted so as to comply with the Data Act and other applicable EU law or applicable national legislation adopted in accordance with EU law as well as any applicable national law that cannot be derogated from by agreement.

14.5.2 If any gap or ambiguity in this contract cannot be resolved in the way referred to by clause 14.5.1, this contract shall be interpreted in the light of the rules of interpretation provided for by the applicable law (see clause 14.3) and, in any case, according to the principles of good faith and fair dealing.

14.6 Dispute settlement

14.6.1 The Parties agree to use their best efforts to resolve any disputes arising in connection with this contract amicably and before bringing a case before a court or tribunal, and in the event such efforts are unsuccessful to submit such disputes solely (except as provided herein) to courts of requisite jurisdiction in Amsterdam, the Netherlands. For disputes within the competences defined in Article 10 (1) of the Data Act, this may be any dispute settlement body in a Member State that fulfils the conditions of Article 10 of the Data Act.

14.6.2 Submission of a dispute to a dispute settlement body in accordance with clause 14.6.1 does, however, not affect the user's right to lodge a complaint with the national competent authority designated in accordance with Article 37 of the Data Act, or the right of any Party to seek an effective remedy before a court or tribunal in a Member State.

Appendix 1: Data covered by this contract

Product Data and/or Related Services Data within the meaning of the Data Act, as set forth on EU Data Specifications available at www.idexx.com/files/eu-data-act-specifications.pdf. For the avoidance of doubt, diagnostic data resulting from User's use of a Product is not Data under this contract.

Appendix 2: Form for an access request by User

Data Access Request Form (pursuant to Regulation (EU) 2023/2854 – the Data Act)

This request and access to Data is subject to the terms of the Data Act and the terms of the contract between you as a User and the Data Holder (IDEXX B.V.) as those terms are defined in the Data Act. Data shared remains subject to safeguards under the Data Act, including protection of trade secrets and third-party rights, and the terms of the contract between you as User and the Data Holder. The Data Holder requires verification of your identity and/or authorisation before providing access to Data.

1. Identification of User	Name: Click or tap here to enter text.
2. Identification of the person making the request on behalf of the User (if applicable)	Name: Click or tap here to enter text. Relationship with the User: Click or tap here to enter text.
3. Products / Services Details	Product / Service concerned (make, model, version, serial number, if applicable): Click or tap here to enter text.
4. Data Requested	Data specified in Appendix 1 (excluding personal data) and readily available to User pursuant to the Data Act and the terms of contract between User and Data Holder.
5. Purpose of Access	Please briefly describe the intended purpose of data access: Click or tap here to enter text.
6. Timing of access to the Data	Data Holder will provide the Data without undue delay as will be more specifically described by Data Holder dependent on the nature of the Data subject to the request.
7. Format and Delivery	Data Holder will provide Data in structured machine-readable format appropriate for the nature of the Data, such as JSON. Depending on the nature of the Data provided, Data Holder will deliver the Data via one or more delivery methods, including without limitation: <ul style="list-style-type: none">• Secure download link• Physical medium (e.g. encrypted USB drive).
8. Authorisation (if request is made by third party)	If the request is made on behalf of the User, please provide written authorisation or evidence of consent: Click or tap here to enter text.
9. Date of the Request	Click or tap to enter a date.

Declaration

I hereby request access to the above Data pursuant to Regulation (EU) 2023/2854 (the Data Act). The information provided in this form is accurate and to the best of my knowledge.

Signature: _____

Date:

Appendix 3: Form for an access request by User to make Data available to a third party

Form for User Request to Make Data Available to Third Party (pursuant to Regulation (EU) 2023/2854 – the Data Act)

This request and access to Data is subject to the terms of the Data Act and the terms of the contract between you as a User and the Data Holder (IDEXX B.V.) as those terms are defined in the Data Act. Data shared remains subject to safeguards under the Data Act, including protection of trade secrets and third-party rights, and the terms of the contract between you as User and the Data Holder. The Data Holder requires verification of your identity and/or authorisation before providing access to Data. User may withdraw or modify this instruction at any time.

1. Identification of User	Name: Click or tap here to enter text.
2. Identification of the person making the request on behalf of the User (if applicable)	Name: Click or tap here to enter text. Relationship with the User: Click or tap here to enter text.
3. Identification of the third party <i>Cannot be a gatekeeper under Article 3 of Regulation (EU) 2022/1925</i>	Name: Click or tap here to enter text. Contact Details: Click or tap here to enter text.
4. Products / Services Details	Product / Service concerned (make, model, version, serial number, if applicable): Click or tap here to enter text.
5. Data Requested	Data specified in Appendix 1 (excluding personal data) and readily available to User pursuant to the Data Act and the terms of contract between User and Data Holder.
6. Purpose of third party access	Click or tap here to enter text.
7. Format and Delivery	Data Holder will provide Data in structured machine-readable format appropriate for the nature of the Data, such as JSON. Depending on the nature of the Data provided, Data Holder will deliver the Data via one or more delivery methods, including without limitation: <ul style="list-style-type: none">• Secure download link• Physical medium (e.g. encrypted USB drive).
8. Duration of Access	Data Holder will provide the third party with a one-time transfer of the Data.
9. Date of Request	Click or tap to enter a date.

Authorisation and Declaration

I, the undersigned, instruct Data Holder to make the above-specified Data available to the third party identified in Section 3, in accordance with the Data Act.

Signature of User: _____

Date:

Appendix 4: Details of measures for the protection of trade secrets

Identified Trade Secrets include confidential technical and design information relating to instrument design, configuration, operation, data handling, and maintenance.

Technical Security Measures include:

Technical safeguards, including at a minimum:

- Use of appropriate encryption protocols (both in transit and at rest) to safeguard Identified Trade Secrets
- Implementation of security tools designed to prevent, detect and respond to unauthorized access
- Secure configuration and maintenance of systems and devices that handle Trade Secrets
- Logging and monitoring of access to systems where Trade Secrets are stored or processed, with audit trails retained for a reasonable period

Organizational controls, including at a minimum:

- Segregation of Identified Trade Secrets, ensuring they are only accessible to authorized personnel on a need-to-know basis
- Implementation of access control mechanisms
- Binding confidentiality agreements with all personnel who have access to the Trade Secrets, with clear obligations continuing post-engagement or employment
- Ongoing internal governance, including periodic training, risk assessments, and compliance audits to ensure continued adherence to these measures
- Periodic audit, review, and updating of controls as deemed appropriate

Incident management and reporting, including at a minimum:

- Immediate notification (within 24 hours) of any actual or suspected data breach, unauthorized access, or compromise involving the Identified Trade Secrets
- Implementation of a documented incident response plan
- Cooperation with the Data Holder in any investigation or remediation effort