

One IDEXX Master Terms

North America and EMEA

(Revision December 23, 2024)

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Welcome to IDEXX! Please know that we are committed to enhancing the health and well-being of pets, people, and livestock, and that by using IDEXX you are joining professionals worldwide who choose to use the world's most complete and advanced menu of animal diagnostics and other tests to help keep animals and people safe and healthy. One of our guiding principles is to exceed the expectations of our customers, and transparency about the terms upon which we provide our products and services is a critical part of our trusted relationship with you. We ask that you carefully read the following. Our One IDEXX Master Terms consist of the following documents:

[General Terms](#): These are the core legal and commercial terms that apply to your purchase and use of our products and services.

[Software Offering General Terms](#): These are additional terms that apply generally to our software products and services.

[Offering Specific Terms](#): These are additional terms that apply to your purchase and use of specific products and services.

General Terms

IDEXX offers a wide range of products and services ("Offerings") to you as a customer. Unless otherwise agreed in a Specific Agreement (a separate, unique agreement signed by you and IDEXX – please see the "Definitions" section), all our Offerings are governed solely by the Master Terms (as defined in the "Definitions" section). By purchasing or using an Offering you are agreeing to the Master Terms, and we urge you to read and understand them in their entirety before purchasing or using any of our Offerings.

The Master Terms are a binding contract between you and us. We do not accept any purchase order or other order for work that includes any terms different from or in addition to the Master Terms, and we reject any conflicting terms contained in any acceptance, order, or similar document you send to us.

We may change the Master Terms at any time, at our sole discretion. The version of the Master Terms effective when you order our Offerings shall apply to such Offerings. You may download the Master Terms, and access earlier versions, by clicking the links at the top.

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1. Definitions

Affiliates means entities (companies) that belong to the IDEXX group of companies, which means IDEXX Laboratories, Inc. and its subsidiaries.

Confidential Information means information that is marked confidential or proprietary, or that a reasonable person should know is confidential, and includes all pricing or other specific terms that IDEXX provides to you, including IDEXX incentive programs. Confidential information also includes software, know-how, trade secrets, and non-public information about our customers, our Offerings, or us.

Documentation means technical documentation, specifications, labeling, package inserts, user manuals, operating instructions and other similar information we provide to you.

EMEA means Europe, Middle East and Africa Region.

Intellectual Property means patents, copyrights, trade secrets, trademarks (including trade names, logos and service marks) and confidential know-how, whether registered or unregistered, and including any applications or registrations for each, and their equivalent on a worldwide basis.

Master Terms means these General Terms, the Software Offering General Terms (if applicable), and any applicable Offering Specific Terms.

Offerings means IDEXX products and services.

Offering Specific Terms means additional terms that apply to certain Offerings. Any reference to the Master Terms also includes any applicable Offering Specific Terms.

Software Offering General Terms means additional terms that apply generally to IDEXX software Offerings. Any reference to the Master Terms also includes the Software Offering General Terms (if applicable).

Specific Agreement means a separate agreement signed by both IDEXX Laboratories, Inc. (or one of its Affiliates) and you.

Third-Party means any person or entity other than you or IDEXX.

Use means any use of any Offering.

IDEXX, we, us, and our refer to IDEXX Laboratories, Inc. or its Affiliate as may be identified on an invoice, packing slip, order form, order confirmation or similar document.

Customer or you refer to you as an IDEXX customer.

2. Additional Terms; Order of Precedence

2.1 Additional Terms. In addition to these General Terms, the [Software Offering General Terms](#) apply to our Software Offerings, and additional [Offering Specific Terms](#) may apply to certain Offerings. If you purchase or use Software Offerings, you agree to the Software Offering General Terms. If you purchase or use Offerings that have Offering Specific Terms, you agree to those terms.

2.2 Order of Terms. If there is a conflict or inconsistency between or among a Specific Agreement, these General Terms, the Software Offering General Terms, and any Offering Specific Terms, they take precedence in the following order: first, the Specific Agreement (unless it specifically states otherwise); next, the Offering Specific Terms; next, the Software Offering General Terms (as applicable to our Software Offerings); and last, these General Terms.

3. Fees, Payments and Returns

3.1 Fees and Payment Terms. All our fees are invoiced directly to you unless you purchased our Offerings through an authorized distributor, in which case the distributor will invoice you. Unless otherwise provided in a Specific Agreement, fees applicable to our Offerings are specified on our order forms, websites, directories of service, or as otherwise published from time to time. Our fees do not include taxes, or Third-Party charges of any kind such as sales taxes, VAT, internet access charges, mobile (cellular) telephone fees or internet service provider charges. If such charges apply, you are responsible for paying them. In case of European Economic Area (EEA) transactions, you undertake to provide IDEXX with all information and documents required for VAT purposes. Unless otherwise provided in a Specific Agreement or Offering Specific Terms, payments are due as follows based on your region:

(a) United States or Canada, for all Offerings: on the 25th day of the month following the date of our invoice; and

(b) EMEA, for all Offerings: net thirty (30) days from the date of our invoice.

We may change your payment terms or revoke any credit previously extended to you at any time. Any extension of payment terms beyond these standard terms requires our prior written consent. Overdue payments will be subject to finance charges of the lower of 1.5% per month or the maximum interest rate allowed by law. You must make payments in the currency specified on our invoice. If at any time you have not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights we may have we may stop or suspend any or all Offerings we provide to you, and declare any outstanding amounts owed by you immediately due and payable. You agree that if you do not pay

invoices as required you are responsible for reasonable collection and/or legal fees and costs.

3.2 Estimates and Quotes. Estimates and quotes are not valid unless they are in writing and are only valid for thirty (30) days unless they state a different period. Your orders are not valid until they are accepted by us in writing.

3.3 Receiving and Returning Products. Title and the risk of loss to products shipped to you (except Software) passes to you at our shipping location, at the time the product was made available for pickup at that location. IDEXX does not obtain additional insurance cover over and above carrier standard terms. All sales are final, and you may not return products without our written authorization. Authorized returns are for credit only, and some products will be subject to a restocking fee.

4. Proprietary Rights

4.1 Ownership of Our Materials. Many of our Offerings contain proprietary content belonging to IDEXX and/or its licensors. Unless ownership or a license for use is specifically granted to you in writing, IDEXX and/or its licensors own and retain all right, title and interest in and to the Offerings and all related Intellectual Property, and nothing in the Master Terms will provide to you any license or right to any IDEXX Intellectual Property by implication, estoppel, or otherwise.

4.2 IDEXX Marks. You agree not to use the IDEXX name or IDEXX trademarks without our written consent, and specifically you agree not to use IDEXX's name or trademarks in any advertising, marketing, or academic or other publications without first receiving our written approval.

4.3 Software Offerings. In addition to any Offering Specific Terms that may apply, your use of Software Offerings is subject to any additional license or access agreement that accompanies or is included with the Software Offering. If software or a software service is incorporated into or embedded in an Offering and is not subject to Offering Specific Terms ("Embedded Software"), IDEXX grants you, as applicable: (a) a non-exclusive, limited, license to install and/or use the Embedded Software; or (b) a right to access and use the Embedded Software or service, each for use only with the Offering for which it is intended, only for your internal business purposes, and only in a manner that is consistent with the Offering Documentation. If you use our Software Offerings or Embedded Software with products or services not authorized by us, or if you install unapproved software applications on our Offerings, then without prejudice to any other rights and remedies available to us, we may revoke your right to use and disable access to our applicable Software Offerings and Embedded Software

4.4 Limits on Use. You shall not: (a) copy, modify, or make derivative works of Embedded Software or Software Offerings; (b) sublicense, lease, sell, rent, use or otherwise transfer or make available Embedded Software or Software Offerings to any Third-Party; (c) reverse engineer, decompile, disassemble, or attempt to derive the source code or equivalent of any Embedded Software or Software Offering; (d) use Embedded Software or Software Offerings for (i) benchmarking or competitive analysis or (ii) developing, using, or providing a competing software product or service; (e) use Embedded Software or Software Offerings except as specifically allowed under these General Terms or Offering Specific Terms; (f) remove, alter, cover, or distort any copyright, patent or other attribution on or in

Software or other Offerings; (g) enable access to Embedded Software or Software Offerings by Third-Party applications not authorized by IDEXX; or (h) circumvent or bypass any technical protection measures relating to the Embedded Software or Software Offerings.

4.5 Feedback. You have no obligation to provide us with feedback, such as suggestions as to how we might improve our Offerings. However, if you do provide feedback then you grant us a non-exclusive, worldwide, royalty-free, fully paid up, perpetual, unlimited, assignable license to use, reproduce, publicly perform and display, distribute, modify, and create derivative works from your feedback.

4.6 Third-Party Materials. Our Offerings may include Third-Party materials or links to Third-Party sites. We are not responsible for the availability of, or content from, Third-Party sites, including any advertising, products, or other materials made available through them. Third-Party materials are provided on an "AS IS" basis, and your use of those materials is at your own risk. You are also responsible for obtaining any necessary licenses or permissions for the use of any Third-Party materials, and you are liable for any claims arising out of the failure to properly obtain such licenses or permissions. To the extent your use of our Offerings require the use of Microsoft software, you consent, where applicable, to the terms set out in Microsoft's Master Customer Agreement available [here](#). The software included in Procyte One contains component software that is licensed under the GNU General Public License (GPL). You may obtain the corresponding source code for this component software by sending us a request.

4.7 Diagnostic Images. By using any Offerings that permit submission of or generate diagnostic images, including but not limited to IDEXX Web PACS, VetConnect Plus, VetMedStat, IDEXX diagnostic imaging systems or Digital Cytology services, you grant IDEXX a royalty-free, worldwide, non-exclusive, perpetual license to access, edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display and otherwise use any diagnostic images submitted, archived, created, or accessed through such services. You acknowledge that this license does not terminate if you cease to be an IDEXX customer. IDEXX's use of such images may include use of de-identified images: (a) with other data (including data from other practices) for research and analysis; (b) to create and improve IDEXX's commercial products and services; (c) for educational uses; or (d) for inclusion in a reference image library for use by other IDEXX customers. IDEXX does not share such images with Third-Parties without your consent except in a de-identified format. For purposes of this section, "de-identified" means without animal name, animal owner name, clinic name, and any personally identifiable information.

5. Confidentiality

You may receive Confidential Information from us, and you agree to keep it confidential and use it only to receive and make use of our Offerings. You shall protect such Confidential Information using the same degree of care (but not less than a reasonable degree of care) as you use to protect your own confidential information of a similar nature. If you are required by law, or by order or request of a court or administrative body, to disclose any such Confidential Information, you will make commercially reasonable efforts, as permitted by law, to give us prompt written notice of such event before disclosing such Confidential Information and limit such disclosure to the extent of the legal requirement.

6. Your Responsibilities When Using our Offerings

6.1 Technology Requirements. You are responsible for ensuring that you have and maintain the minimum required technology, systems, and dependencies necessary to use and access the Offerings, including all costs and expenses related to those requirements. Those minimum technology requirements include all hardware, software, operating systems, network connectivity, and other technologies required to install, access, and utilize the Offerings. Your minimum technology requirements may be found in the applicable Offering Specific Terms or product Documentation, each of which may be amended from time to time.

6.2 Compliance with These Terms and Laws and Regulations. You are legally responsible for compliance with the Master Terms by you and others under your control, including your Users. Offerings may only be used in accordance with, and you are solely responsible for complying with, all applicable laws and regulations which may apply to your or your Users' Use of the Offerings. Such laws and regulations may apply to your use of your customer's data or communications to your customers through Use of the Offerings. You are responsible for managing and controlling your customers' data in the Offerings, including any necessary consents that you are required to obtain from your customers to use their personal information and to access their data. You agree to indemnify us for any liability that arises from your non-compliance with the Master Terms and this section.

6.3 Back up Your Data. You must determine your own data backup and retention requirements based on your own needs and any applicable laws and regulations. You acknowledge that no backup solution is completely failsafe, and you will be solely responsible for implementing any other backup or redundant systems you deem appropriate or necessary given your circumstances, and we will not be liable for any loss of your or your customer's data. Upon termination of our services to you involving the storage of data, we may store such data for up to six (6) months. However, we are not responsible for maintaining such data, and may delete your files without additional notice.

7. We Respect Your Privacy

7.1 Privacy Policy. IDEXX understands the importance of your personal information and the need to protect it, so we have established a Privacy Policy to describe our processing of personal information. You may review our Privacy Policy at idexx.com.

7.2 California Consumer Privacy Act (CCPA). This section describes IDEXX's position as a "Service Provider" and "Contractor" for you with respect to Personal Information under the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA"). All capitalized terms not defined in this section are as defined in the CCPA.

When IDEXX acts as a Service Provider for the processing activities that it performs through certain Offerings on behalf of and on the instructions of our customers, the applicable Offering Specific Terms indicate that such processing activities are described in and are subject to the IDEXX Customer Data

Processing Agreement found [here](#), which includes terms applicable under the CCPA as described in the Local Data Protection Laws Covered by DPA found [here](#).

IDEXX also receives limited Personal Information from you when we act as a Contractor under the CCPA to deliver services, equipment or accessories that you request from us pursuant to the Master Terms (the “Contracted Business Purpose”). With respect to such receipt, IDEXX shall: (a) not sell or share the Personal Information; (b) not retain, use, or disclose the Personal Information: (i) outside the direct business relationship between you and IDEXX or (ii) for any purpose other than the Contracted Business Purpose, unless otherwise permitted by the CCPA; (c) upon instruction by you, stop using Sensitive Personal Information for any purpose other than the Contracted Business Purpose to the extent IDEXX has knowledge that the Personal Information is Sensitive Personal Information; (d) not combine your Personal Information with other Personal Information that we receive from, or on behalf of, another person or collects from its own interaction with consumers, unless permitted by the CCPA; (e) refrain from attempting to re-identify any de-identified information disclosed by you to IDEXX under the Master Terms; (f) only subcontract any Processing of Personal Information to provide the Contracted Business Purpose and pursuant to a written agreement including data protection terms at least as protective as provided in this paragraph; (g) reasonably cooperate to assist you with meeting your CCPA compliance obligations and responding to CCPA-related inquiries, including responding to verifiable consumer requests taking into account the nature of our Processing and the information available to us; (h) promptly notify you if we determine that we can no longer meet our obligations under CCPA or under this Section; and (i) remain liable for our own violations of the CCPA. Subject to agreement between you and IDEXX, once every twelve (12) months you may review or assess our use of Personal Information obtained under the Master Terms to ensure such use is consistent with your CCPA obligations. IDEXX may aggregate, deidentify, or anonymize Personal Information so it no longer meets the Personal Information definition under CCPA, and may use such aggregated, deidentified, or anonymized personal information for IDEXX internal purposes, including to enable analysis of regional and national trends, data, and information, to provide and improve the Offerings, and otherwise in a manner consistent with the IDEXX Privacy Policy.

7.3 Data Protections. We hold your data in our possession with the same degree of care that a reasonable and careful company would exercise with similar data of its own. We will also implement reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery. For more information on our data availability, protection and recovery efforts for particular Offerings, please see the applicable Offering Specific Terms.

8. IDEXX Limited Warranties

8.1 Limited Warranty. Subject to the other provisions of this Section 8 and any applicable Offering Specific Terms, we warrant that: (a) our non-software Offerings will conform to our Documentation, when stored under conditions specified by us and under normal, proper and intended usage, until the expiration of the Offerings’ stated shelf life, or, if none is stated, for the greater of one (1) year after delivery to you or as stated on your order form or sales receipt and; (b) the most current release versions of our Embedded Software will perform substantially in accordance with the Documentation. We do not warrant uninterrupted or error-free operation of our Offerings, and do not warrant the accuracy or

performance of any diagnostic Offering beyond that described in the Documentation. You acknowledge that no diagnostic Offering provides 100% accuracy. We do not warrant expendable or consumable parts, such as fuses, batteries, bulbs, cables, power cords, adaptors, calibrators, print heads, keyboards, mice, ribbons, tapes, CDs or other supplies or media, or Third-Party products, such as printers or non- IDEXX software; all of which are provided to you on an "AS IS" basis. Third-Party product suppliers may provide their own warranties. We do not warrant any software patch, update, upgrade, modification or other enhancement provided by us beyond the original warranty period for that software, which begins with your initial license from us. The benefit of the limited warranty described in this section extends to you only if you are the end-user of new Offerings purchased or licensed directly by you from an authorized distributor or us.

8.2 Our Warranty Obligations. If we breach the limited warranty provided in Section 8.1, we will, at no additional charge, during the warranty period: (a) for non-Software Offerings, at our option either repair or replace a nonconforming Offering with new or serviceable used parts or products that are equivalent or superior to new parts or products in performance, and will return such product to you, transportation and insurance prepaid, and; (b) for Embedded Software, use commercially reasonable efforts to provide modifications to any nonconforming software in an attempt to make it conforming. Our warranty on replacement parts and product repairs extends only for the remainder of any original warranty period. If we are unable to repair or replace a nonconforming product after reasonable efforts, or to make software conforming, we will refund your purchase price or license fee paid to us for the Offering, for the period of non-conformance, and if requested by us, upon your return of the Offering. Except as described in applicable Offering Specific Terms, the terms of this Section 8.2 shall be our exclusive liability and your sole remedy for breach of any IDEXX warranty.

8.3 Warranty Support Process. We provide warranty support during normal business hours at our service locations, except on holidays in the country from which IDEXX provides such support. You must make any claim within the applicable warranty or coverage period. In case of malfunction, you must first contact IDEXX Customer Support by telephone at our number provided in your product Documentation. Our support personnel will guide you with telephone or electronic support to attempt to correct your reported problems. If telephone or electronic support is not successful, we will provide you with further instructions. We have no obligation to provide on-site service. If it is necessary to return the Offering, you must do so to our designated facility for examination. Offerings may not be returned unless we have issued you a return material authorization. Before you return any applicable Offering, we strongly recommend that you perform a system back-up on the Offering and archive your data to minimize loss. We pay shipping costs for authorized returns to and from our authorized facilities. You are responsible for shipping and repair costs associated with unauthorized returns, and for returns not covered by our warranty; we will bill for repairs at our then-standard rates. All parts and products exchanged for different parts and products from us become our property.

8.4 Warranties for Specific Offerings. For more information about warranty and support procedures and obligations applicable to specific Offering, please refer to the applicable Offering Specific Terms.

8.5 Your Warranty Obligations. You must take reasonable care of the Offerings, maintain them in a clean and appropriate environment, and carry out any routine maintenance we recommend. You must also

provide reasonable supporting data to help identify reported problems, and promptly install new release versions of software that we may make available to you. You must also upgrade your operating system software as we may periodically recommend. Your limited warranties may be voided if you do not comply with your obligations in this section.

8.6 Exceptions to Warranty Coverage. We do not warrant the performance of our Offerings and our warranty is void if your use of such Offerings is not in strict compliance with our Offering Documentation, if you use them with products or services not authorized or provided and configured by us, or if you install unapproved software applications on our Offerings, such as Third-Party drivers. Our warranties do not cover damage resulting from any causes external to our products, such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our Offerings; computer viruses, spyware, malware, worms or other harmful programs; or repairs or modifications made by anyone other than IDEXX or its authorized service providers. IDEXX will repair normal wear-and-tear damage only to the extent required for proper functioning of equipment under warranty; cosmetic damage is not covered.

8.7 Disclaimer of Additional Warranties. EXCEPT AS PROVIDED IN SECTION 8.1 AND SPECIFIC WARRANTIES IN APPLICABLE OFFERING SPECIFIC TERMS, IDEXX AND OUR LICENSORS MAKE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING OUR OFFERINGS. WE SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY WITH REGARDS TO ANY OFFERING. THIRD-PARTY MATERIALS AND SOFTWARE OFFERED WITH OR IN OFFERINGS, INCLUDING OPEN SOURCE SOFTWARE, ARE PROVIDED "AS IS", AND ARE NOT COVERED BY ANY IDEXX WARRANTIES. We do not assume, nor do we authorize any employee, agent or other person to assume for us, any other liability in connection with our services and products. Please note that under applicable law you may be entitled to implied warranties or conditions mandated or allowed by law.

9. Liability Limitations

9.1 Limitations on Damages. Under no circumstances will we or our licensors be liable to you or others for special, incidental, consequential, or indirect, exemplary, punitive or multiple damages or losses, loss of profits, loss of goodwill, loss of data or equipment or business interruption, arising out of or related to the Use of any Offering or failure of or delay in delivering Offerings, or arising out of or related to the Master Terms, whether based on breach of warranty, breach of contract, tort or any other legal theory, even if we or they have been advised of the possibility of such damages or losses. Subject to the provisions of Section 9, IDEXX's total cumulative liability to you in connection with the Use of any Offering, whether based on breach of warranty, breach of contract, tort or any other legal theory, shall not exceed the amount you paid for such Offering during the twelve (12) months prior to the event giving rise to the claim. The disclaimer and the limitation of liability set forth above shall apply even if any IDEXX warranty fails of its essential purpose. Please note that some jurisdictions do not allow, in full or in part, the limitations in this section, so they may not apply to you.

9.2 Your Use of Our Offerings; Use for Information Purposes.

9.2.1 Our Offerings are designed for use and may only be used: (a) by appropriately trained personnel and for professional use only; (b) according to applicable Offering Documentation; and (c) under normal and customary conditions in a veterinary hospital, clinic, or other operating environment as may be applicable to the particular Offering.

9.2.2 You agree that only you and others under your control will use the Offerings, that all such persons will have the knowledge and training to Use such Offerings properly and safely and will comply with the terms of this section. You must use commercially reasonable efforts to prevent unauthorized use of the Offerings by any other party and must promptly notify us of any unauthorized access or use. Your choice and Use of our Offerings is at your discretion and risk, and you must comply with all applicable laws or regulations regarding your Use of our Offerings. Our veterinary diagnostic Offerings may only be Used by a licensed veterinarian or others under the control of a licensed veterinarian.

9.2.3 Although some content available through the Offerings may be clinical or related to medical treatment, including without limitation patient-specific test result interpretive assistance and follow-up considerations (collectively "Clinical Content"), you acknowledge and agree that Clinical Content does not constitute an opinion, medical advice, diagnosis, or recommended procedure or treatment of any particular medical condition. Clinical Content is provided for informational or educational purposes only, on an "AS IS" basis, at your own risk. Diagnoses, treatment decisions, and other courses of action based on information provided by our Offerings are the responsibility of the primary care veterinarian or other applicable professional, and in no circumstances should Clinical Content be used as a substitute for the professional judgment of a medical practitioner or other applicable professional, including their use of clinical discretion with each patient based on a complete evaluation of the patient, including history, physical presentation and complete laboratory data. We specifically disclaim any liability for your interpretations of, or conclusions about, results provided by our Offerings. With respect to any drug therapy or monitoring program, you should refer to product inserts for a complete description of dosages, indications, interactions and cautions. Some Offerings may include the ability to confer with clinicians or others on a real-time or other basis. Any information derived from such services is also provided on an "AS IS" basis, is for informational purposes only, and under no circumstances should be used as a substitute for clinical, diagnostic and/or treatment decisions, all of which remain the responsibility of the primary care veterinarian or other applicable professional.

9.2.4 We also will not be liable for, nor have any obligation to repair: (a) any damage to your computer system or loss of data that results from Use and access to any of the Offerings if your Use and access does not comply with our Documentation; and (b) any damage resulting from computer viruses, spyware, malware, worms, or other harmful programs ("Viruses and Malware"), provided that IDEXX will use industry standard best practice to prevent the introduction of Viruses and Malware when we provide our Offerings to you.

9.2.5 IDEXX may from time to time make beta, or prototype, versions of our products or services available to our customers for evaluation and testing. These products or services may not yet be licensed by regulatory authorities, where applicable, or otherwise be fully optimized and ready for use in the field. Results obtained from beta products or services are for evaluation purposes only and may not be used in medical decisions.

10. Termination of the Agreement

10.1 We may terminate any agreement, including any Specific Agreement incorporating the Master Terms or any Offering Specific Terms, immediately upon notice to you for: (a) alleged infringement of our, or our licensor's, Intellectual Property; or (b) your breach of Section 4; or (c) your breach of the Master Terms if you do not cure that breach within thirty (30) days from the time we provide you notice of the breach. Termination will occur automatically if you file a voluntary petition in bankruptcy, are adjudicated bankrupt, have a trustee or receiver appointed over your assets, or become insolvent or suspend your business, or make an arrangement for the benefit of creditors.

10.2 Unless a Specific Agreement or Offering Specific Terms provide otherwise, either you or we may terminate the applicable Offering by providing thirty (30) days written notice to the other party (for any of our Reference Laboratory Services Offerings, we need provide only reasonable notice).

10.3 In no event will any termination for any reason effect your obligation to pay outstanding fees or give you the right to a refund. Upon termination for any reason: (a) you must stop using the Offering; (b) agree to erase all copies of any software from your systems; and (c) agree to confirm in writing that you have complied with this obligation if requested.

11. Resolution of Disputes

11.1 You and we agree that the Master Terms, and any dispute arising out or related to them or the products or services we provide to you, shall be governed, without reference to conflict of law principles, as follows:

- if you are located in the United States, by the laws of the State of Maine;
- if you are located in Canada, by the laws of the Province of Ontario; or
- if you are located in EMEA, by the laws of the country where the IDEXX entity (as the seller of the Offerings to you) is located.

You and we also agree that any legal action arising out of or related to the Master Terms or the Offerings we provide to you must be brought exclusively in a court of appropriate jurisdiction in:

- if you are located in the United States, Portland, Maine;
- if you are located in Canada, Toronto, Ontario; or
- if you are located in EMEA, in the country where the IDEXX entity (as the seller of the Offerings to you) is located.

However, we may bring a legal action for an injunction or other equitable relief in any appropriate jurisdiction.

11.2 You and IDEXX agree that each party waives: (a) any claims against the other for multiple, punitive

or exemplary damages; (b) any claim of lack of jurisdiction or inconvenient forum; and (c) any right trial by jury. To the extent allowed by law, you and IDEXX agree that any proceedings to resolve or litigate any dispute, whether in arbitration, in court, or otherwise, will be conducted solely on an individual basis, and that neither you nor IDEXX will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you or IDEXX acts or proposes to act in a representative capacity. You and IDEXX further agree that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of you, IDEXX, and all parties to any such proceeding. The provisions of this section are to be enforced to the maximum extent legally available.

12. Other Terms

12.1 Notices. You and we agree that if either of us provides to the other any type of notice pursuant to the Master Terms, it must be in writing, sent by a delivery service which provides proof of delivery/proof of receipt, and will be effective on delivery/receipt as verified by the delivery service's records. We agree to send all such notices to you at the address to which we send your invoices. You agree to send all such notices to us at:

If you are located in the United States or Canada
IDEXX Laboratories, Inc.

Attention: Office of the General Counsel
One IDEXX Drive
Westbrook, Maine 04092
USA

If you are located in EMEA
IDEXX B.V.

Attention: Legal Department
Scorpius 60, Building F, 2123 Hoofddorp
The Netherlands

Or such other address as IDEXX may from time to time designate in accordance with this section.

12.2 Force Majeure. If either of us is unable to perform, or is delayed in performing, any obligation under the Master Terms, other than an obligation to make payments, and such inability is directly due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, power outages, interruption in telecommunications services, failure of public utilities, inability to obtain materials upon reasonable prices or terms, war, insurrection, terrorist attack, or any other causes beyond our control, then the non-performing party's performance is excused and the time for performance extended for the period of delay or inability to perform due to such event, but in no event longer than for six (6) months. Such excuse and delay in performance is conditioned on the party whose performance is impacted by such an event providing notification of such an event to the other party as soon as reasonably practicable and trying diligently to end the failure or delay and minimize its impact.

12.3 Assignment. You may not assign or transfer any rights under the Master Terms, including your licenses to software, including in relation to the sale of a practice or business, to any Third-Party without IDEXX's prior written consent, such consent not to be unreasonably withheld or delayed. Any unauthorized attempt to do so will be null and void.

12.4 Export Obligations. You shall deal with the Offerings in conformity with applicable laws of the United States, Canada, EEA, or of the jurisdictions in which the Offerings were obtained or are used, including all applicable economic sanctions, import, and export control laws, regulations, rules and licenses of such jurisdictions, including, but not limited to, the United States Export Administration Regulations, the United States International Traffic Arms Regulations, the regulations of the United States Department of Treasury, Office of Foreign Assets Control (OFAC), Council Regulation (EC) No. 428/2009, the U.K. Export Control Act 2002, any legislation replacing the foregoing, and any orders issued under the foregoing ("Export Control and Trade Sanctions Rules"). You shall obtain all permits, licenses and other documentation required in connection with the purchase, installation, sale, export, shipment, import or use of any Offerings. You shall not divert or transship any Offerings, or permit anyone else to do so, other than within the country of destination specified in our shipping order or permit anyone else to do so. In particular, but without limitation, the Offerings may not be imported from, transferred, exported or re-exported, directly or indirectly: (a) to, or to a national, resident or entity of any country or jurisdiction that is subject to a U.S. Government, European Union (EU) or UN embargo, sanctions or export restrictions where providing the Offerings requires a license or permit ("Embargoed Country"); (b) to any Third-Party who you know or has reason to know will use the Offerings in the design, development or production of nuclear, chemical or biological weapons or missile delivery systems therefor; (c) to any Third-Party who has been prohibited from participating in United States export transactions by any agency of the United States government or the EU, including without limitation anyone identified on OFAC's Specifically Designated Nationals and Blocked Persons List ("SDN List"), and anyone fifty percent (50%), or more owned and controlled by one or more parties identified on the SDN List, any party identified on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions ("EU List"), any party controlled by or more than fifty percent (50%) owned by one or more parties on the EU List, or any party on other United States, EU, or other applicable restricted parties lists, including, without limitation, the U.S. Department of Commerce Denied Persons List, Unverified List, or Entity List or anyone listed under EU restrictive measures or UN sanctions (collectively "Restricted Parties"); or (d) to the Russian Federation and/or the Republic of Belarus or for use in the Russian Federation and/or the Republic of Belarus, to the extent such Offerings are goods or technology subject to Article 12g of Council Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended (the "Regulation") or Article 8g of Council Regulation (EC) No 765/2006 concerning restrictive measures in view of the situation in Belarus and the involvement of Belarus in the Russian aggression against Ukraine, as amended (the "EC Regulation"). You agree that you will immediately inform IDEXX upon becoming aware of any suspected non-compliance with these requirements by you. For the avoidance of doubt, the term Export Control and Trade Sanctions Rules, as defined above, shall also include Article 12g of the Regulation and Article 8g of the EC Regulation. By using our Offerings, you further represent and warrant that you are not a Restricted Party, located in an Embargoed Country, or under control of a Restricted Party or party located in an Embargoed Country.

12.5 Hardware and Materials. In order to control pricing related to some Offerings or sales programs, some Offerings may include quality remanufactured or refurbished instruments. If you participate in such a program, your instruments may be new or refurbished. Our standard warranties apply to any such instruments. Some Offerings may also require you to trade in existing equipment in order to participate.

12.6 Waiver. Our failure to enforce any provision of the Master Terms shall not constitute a waiver of such right.

12.7 Severability. If any provision of the Master Terms is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, that term is to be modified to make that term enforceable, and the balance of the Master Terms will continue in full force and effect, such change to be made in a manner to maximize the enforcement of the remaining terms.

12.8 Government Contract Provisions. Offerings that include software and documentation acquired by or on behalf of the U.S. Government or other national government, is to be deemed "Commercial Computer Software" or "Commercial Computer Software Documentation," and absent a written agreement to the contrary, the government's rights with respect to such software or documentation are limited by the Master Terms, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a).

12.9 Entire Agreement. The Master Terms, along with any applicable Offering Specific Terms, Software Offering General Terms or Specific Agreement, represent the complete and final agreement between you and us regarding their subject matter, and supersede all prior or contemporaneous agreements, whether written or oral.

12.10 Governing Language. Any translation of the Master Terms is made for local requirements only. In the event of a dispute between the English and any non-English versions, the original English version of the Master Terms shall control, except where specific national laws require the use of the applicable national language. Any other documents delivered or given pursuant to the Master Terms, including notices, may be in English.

Software Offering General Terms

(Revision December 23, 2024)

These Software Offering General Terms apply to IDEXX Software Offerings and are in addition to the General Terms and the Offering Specific Terms applicable to the IDEXX Software that you use. Your order form will contain all the details about your purchase, including the Software Offering and support and maintenance levels purchased, your subscription or license term, and your fees.

1. Definitions

If any capitalized term used in these Software Offering General Terms is not defined below, then it is defined in the General Terms. If there is a conflict between a definition in these Software Offering General Terms and the General Terms, the definition in these Software Offering General Terms will apply.

Cloud Software means Software that is provided by IDEXX via the Internet.

Customer Data means all electronic data that you submit, post or transmit via the Software.

Licensed Software means Software that is licensed to you perpetually or on a subscription basis, as identified on your order form.

Open Source Components means any software component that is subject to any open source license agreement, including any software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

Software means the Licensed Software or the Cloud Software, as applicable. '

Software Services means implementation or other services related to Software provided by IDEXX, as described in Offering Specific Terms or an order form.

User means any end user you have authorized to access the Software.

2. Your Use of the Software

2.1 Access and Use of the Software. IDEXX grants you the right to access and Use the Cloud Software or the Licensed Software set forth in your order form, subject to these Software Offering General Terms and the General Terms. If you purchased Licensed Software, your license to install and Use the Software is subject to any license terms set forth in your order form. You may Use the Software solely for your veterinary practice's internal business purposes, and you shall not Use the Software for any purpose that is to IDEXX's detriment or commercial disadvantage.

2.2. Suspension. IDEXX may suspend your or any of your User's access to any or all Software without

notice: (a) if you Use the Software in a way that violates applicable local, state, federal, or foreign laws or regulations, these Software Offering General Terms or the General Terms; (b) for your non-payment of fees; or (c) if the Software, or your Use thereof, is a security risk or under attack or threat of attack.

2.3 Authorized Users. As a Customer: (a) you are responsible for your Users' activity and Use of the Software and Software Services; (b) you must maintain a written, up-to-date list of current Users and provide such list to us within ten (10) days of our written request; (c) you must keep, and ensure your Users' shall keep, secure logins and passwords for access and use of the Software and Documentation, and keep such logins and passwords confidential; (d) you must notify Users, and ensure that Users understand and agree, that their Use of the Software is subject to these Software Offering General Terms, the General Terms and any applicable Offering Specific Terms; and (e) you must promptly disable any login account, or enable IDEXX to do so, if you or we discover that any login details have been provided to any unauthorized Third-Party.

You must ensure that the number of Users that you authorize to access and Use the Software does not exceed the maximum number of Users allocated to your account, if applicable, as specified in an order form or the Offering Specific Terms. You are responsible for determining the level of access that each User has to access and use the Software, and you acknowledge that we will not be responsible for your Use, or inability to use, the Software arising out of or in connection with any act or omission of your Users. Authorized Users must be limited to employees, contractors, officers or agents of your business who are expressly authorized by you to Use the Software and receive the Software Services. If you wish to add an external Third-Party supplier of services to your business as a User, then you must obtain our prior written approval. To the extent the relevant Third-Party supplier provides benchmarking services or provides services to multiple IDEXX subscribers then IDEXX may require that Third-Party to enter into a separate API integration agreement directly with IDEXX.

2.4 Change in Number of Users. If your subscription designates a maximum number of Users, you may request an increase or decrease to the maximum number of Users who can access and Use the Software on written notice to us. If agreed by IDEXX, we will make the change to the number of Users on your account as soon as practicable. If you decrease the number of Users, no refunds will be paid in respect of any unused portion of any fees that have been pre-paid in the prior month (if applicable). If you increase the number of Users, we will charge you for any net amount due for the additional Users in a following invoice.

2.5 Acceptable Use Policy. You and your Users may not Use Software or the network or services on or with which they are delivered or made available for any of the following activities: (a) any activity which is prohibited by or would violate any applicable law or legal obligation; (b) uses that are defamatory, deceptive, obscene, or otherwise inappropriate; (c) uses that violate or infringe upon the rights of any other person, including but not limited to any IDEXX or Third-Party Intellectual Property; (d) threats to or harassment of another; (e) impersonating another person or other misrepresentation of source; (f) allowing the introduction of viruses, or any other destructive material; (g) monitoring, crawling, caching, or scraping a system without authorization, or do so in a manner that impairs or disrupts the system being so utilized; (h) performing denial of service attacks or otherwise interfering with the proper functioning of a system including any deliberate attempt to overload a system by mail, broadcast attacks,

or otherwise; (i) transmitting unsolicited or unauthorized advertising, promotional material, “junk mail”, or spam”; (j) otherwise interfering with another user’s enjoyment of the offerings; (k) attempting to undermine the integrity or security of the Software, or IDEXX or Third-Party systems, networks or data used in the provision of the Software; (l) make the Software and/or Documentation available to any Third-Party except your Users in accordance with the Master Terms; or (m) attempting to modify, copy, duplicate, frame, mirror, reproduce, resell the Software or Documentation in any form. IDEXX reserves the right to delete, move or edit any of your data that we determine, in our sole discretion, violates the Master Terms or is otherwise inappropriate. Please report any violations of the section to acceptableusepolicy@idexx.com.

2.6 Your Responsibilities. (a) You acknowledge that IDEXX regularly upgrades and updates the Software, that the Software is continually evolving, and in some cases IDEXX may discontinue existing features of the Software. Some of these changes will occur automatically, while others may require you to schedule or implement the changes. You agree, where required, to upgrade your software and/or devices in order to make efficient use of the Software. (b) You will provide accurate and complete information when registering for any Software. IDEXX has the right to suspend or terminate your Software if we have reasonable grounds to suspect your information is not accurate. (c) You will provide IDEXX with all necessary co-operation and information as we may require to provide the Software and the Software Services (if any) to you, or any warranty, maintenance or trouble shooting services for the Software, including but not limited to, security access information, configuration services and server access. (d) You will use all reasonable efforts to prevent any unauthorized access to, or Use of, the Software and, in the event of any such unauthorized access or Use, promptly notify us. (e) You allow us at any time to audit your Use of the Software in order to establish whether such Use is in accordance with the Master Terms; and you must on demand, pay to us an amount of any underpayment of fees discovered from such audit. (f) You acknowledge that, in order to Use any Cloud Software, you must be connected to the Internet and that you are responsible for equipment and fees required for such connection, and any all problems, delays or damages arising from or relating to your network connections. (g) You will ensure that your network and systems comply with the relevant specifications as may be specified by IDEXX from time to time.

3. Term and Termination

3.1 Cloud Software. If the Cloud Software is subscription based, your initial subscription period will be specified in your order form or Specific Agreement, and, unless otherwise specified in your order form, Specific Agreement or the applicable Offering Specific Term, your subscription will automatically renew for the shorter of the subscription period, or one (1) year.

3.2 Licensed Software. The term of your license will be specified in your order form. If you have purchased a subscription license, unless otherwise specified in your order form or the applicable Offering Specific Terms, your subscription will automatically renew for the shorter of the subscription period, or one (1) year.

3.3 Maintenance and Support. The term for maintenance and support, if any, will be set forth in your order form.

3.4 Subscription Non-Renewal. Unless otherwise specified in your order form or the applicable Offering Specific Terms, to prevent renewal of your subscription, you must give written notice of non-renewal by in the manner set forth in the Offering Specific Terms, no less than thirty (30) days prior to the end of your then-current subscription period.

3.5 Early Cancellation of Subscription. You may choose to cancel a Software subscription early at your convenience, provided that we will not provide any refunds of prepaid fees or unused subscription fees, and you will promptly pay all unpaid fees due through the end of the subscription term. For Software that is not subscription based or otherwise provided without charge, IDEXX may cease providing access to such Software with thirty (30) days prior notice.

3.6 Termination of License. Upon cancellation, termination or non-renewal of a Software subscription, all licenses granted hereunder will immediately terminate and you must cease using the Software and Documentation.

4. Customer Data

4.1 Security Measures for Cloud Software. IDEXX shall implement and maintain reasonable controls designed to: (a) protect against any anticipated threats or hazards to the confidentiality or integrity of Customer Data on the Cloud Software; and (b) to protect against unauthorized access, disclosure, or use of Customer Data on the Cloud Software.

4.2 Your Customer Data. Subject to the licenses and permissions you grant to IDEXX under these Software Offering General Terms and the General Terms, you own and retain all rights to the Customer Data. You have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. You represent and warrant that you have obtained all necessary rights and consents for, and that you will comply with all privacy and data protection laws in connection with the Customer Data for use with the Software. You grant permission to us and our licensors to use the Customer Data: (a) to provide the Software to you, and to perform our obligations under the Master Terms; (b) to respond to your request for products, services, business insights on your practice or other information you request, to fulfill our obligations to you under orders or contracts, and to arrange for and process payments owed by you in connection with orders or contracts; (c) for internal purposes, including without limitation, to improve, develop and enhance Offerings, for marketing, promotions, customer support, Web site administration, and feedback purposes; (d) to verify your compliance with the Master Terms; and (e) as you may otherwise agree specifically in writing. Additionally, you authorize us to aggregate data from Customer Data, and your usage of the Software Offerings with similar data from other veterinary practices, ("aggregated data"). In preparing aggregated data, we will eliminate practice-specific references that would permit identification of your practice or your customers. We may use such aggregated data for IDEXX internal purposes, including to enable analysis of regional and national trends, data, and information, to provide and improve the Offerings, and otherwise in a manner consistent with the IDEXX Privacy Policy. In addition, we may provide your practice's data, without any references that would permit identification of your practice or your customers, to other Third-Parties, in a manner consistent with the IDEXX Privacy Policy. We may continue to use aggregated data after your Software subscription or access right ends.

4.3 Backing up Data. You acknowledge that if there is any loss or damage to your Customer Data, your sole and exclusive remedy will be for IDEXX to use reasonable commercial efforts to restore such lost or damaged data from the latest backup of Customer Data maintained by IDEXX; however, such restoration by IDEXX is not guaranteed. You are responsible for keeping your own up-to-date backup copies of Customer Data. IDEXX will not be responsible for any loss, destruction, alteration, or disclosure of Customer Data caused by any Third-Party.

4.4 Reports Data. Information, analyses, calculations, or reports may be provided through the Use of the Software (together referred to as "Reports"). IDEXX does not warrant the accuracy, correctness, reliability or completeness of any Reports. You acknowledge the Reports are for informational purposes only, and that the assumptions used and figures generated are for purposes of illustration and reference only, and are subject to change depending on a variety of factors, which may not have been taken into account at the time the Reports were created. To the maximum extent permitted by law, IDEXX will not be liable for any form of loss or damage, arising out of or in connection with your reliance on and use of the Reports. You agree that you will not rely solely on the Reports and will carry out your own analysis (other than by Using the Software) to verify the accuracy, correctness, reliability and completeness of the Reports.

5. IDEXX Services and Third-Party Services

5.1 IDEXX Services. Where IDEXX provides Software Services to you: (a) You will, within the agreed timeline, carry out all necessary required responsibilities including (without limitation) gathering and providing information, setting up of templates, attending online meetings and webinars, and configuration in a timely fashion. In the event of any delays in carrying out such responsibilities IDEXX may adjust any agreed timetable or delivery schedule as reasonably necessary; and (b) During an onsite implementation, you will make available at least one staff member with decision-making authority at each site to accompany and assist IDEXX personnel at all times.

5.2 Integrated Third-Party Services. Along with the Use of the Offerings, IDEXX also may make applications, services and links to websites operated by Third-Parties (each, a "Third-Party Service") available to you, which are subject to the applicable Third-Party terms and conditions. Your use of these Third-Party Services may result in further charges being payable by you to the relevant Third-Party. By using a Third-Party Service, you accept the terms of that application or service. If you do not agree to those terms, do not use that particular application or service. IDEXX does not accept any responsibility for any Third-Party Service. If you authorize a Third-Party to access or write back data into your Software, IDEXX will not be responsible or liable for such Third-Party's use of or updates to your Customer Data. Some Third-Party Service providers may pay IDEXX a support fee that may, without limitation, be related to the data that the Third-Party Service provider accesses through our IDEXX APIs. Such access is always subject to you granting your consent to the relevant Third-Party Service provider to obtain that data through our IDEXX APIs.

If you Use the Software in connection with Third-Party Services or applications that were not made available by IDEXX ("Unsanctioned Services"), IDEXX is not responsible for such Unsanctioned Services,

or liable for any damage to the Software or your Customer Data arising from the Unsanctioned Services or its use with the Software.

5.3 Third-Party Providers. You acknowledge that IDEXX may rely on the provision of services by Third-Party providers, including without limitation Third-Party cloud platform providers, and that the Software may be subject to limitations, delays and other problems inherent in the use of such services provided by Third-Party providers. IDEXX will not be responsible for any delays, delivery failures, or any other loss or damage arising out of or is in connection with any services provided by Third-Party providers, including any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. IDEXX uses Third-Party cloud platform providers for our Cloud Software, including Amazon Web Services, Inc. ("AWS"). You will be responsible for any acts or omissions that violate our Third-Party providers' terms, including the AWS Customer Agreement and the AWS Service Terms, each of which AWS may update periodically.

6. Warranty and Support

6.1 Standard Warranty. IDEXX represents that the Software will substantially conform in all material respects to the specifications available in the Documentation when installed, operated, and/or Used as recommended in the Documentation and in accordance with these Software Offering General Terms and the applicable Offering Specific Terms. IDEXX will, as the sole remedy and liability for a breach of the foregoing warranty, make commercially reasonable efforts to fix any non-conformity within a reasonable timeframe after you notify IDEXX in writing of the non-conformity. IDEXX also represents that services will be performed in a professional and workman like manner. IDEXX will, as the sole remedy and liability for the breach of the foregoing warranty, reperform such services within a reasonable timeframe after you notify IDEXX in writing of the failure to perform in a professional and workmanlike manner.

6.2 In addition, IDEXX will use reasonable commercial efforts to: (a) report, track and monitor problems via the Internet, if available; (b) determine, verify and resolve problems by telephone on a callback basis during normal business hours at our service locations, Monday- Friday, except holidays; and (c) provide periodic modifications that we otherwise make generally available to other supported customers free of charge. IDEXX provides support only for the two (2) most current release versions of Licensed Software. At our option, you may be required to upgrade to the then-current version of Licensed Software. If you have a networked installation, and if a system malfunction occurs, you are responsible for contacting your network support provider first to determine that the issue is not due to network problems before contacting us for product support. On-site support is not included. Additional support services and maintenance coverage, if any, is specified in your order form and subject to additional Software Offering terms and conditions.

6.3 Disclaimer of Additional Warranties. EXCEPT AS PROVIDED IN SECTION 6.1, ALL SOFTWARE OFFERINGS AND SERVICES PROVIDED BY IDEXX ARE PROVIDED "AS IS." IDEXX AND OUR LICENSORS MAKE NO OTHER REPRESENTATIONS OR CONDITIONS, EXPRESS OF IMPLIED, WRITTEN OR ORAL, REGARDING OUR SOFTWARE OFFERINGS. WE SPECIFICALLY DISCLAIM ALL THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. WITHOUT LIMITING THE FOREGOING, IDEXX MAKES NO WARRANTY OF ANY

KIND THAT THE SOFTWARE, SERVICES OR DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR YOUR USERS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

7. Indemnification

7.1 Indemnification by You. You shall indemnify, defend, and hold IDEXX harmless from and against any and all Losses resulting from any Action (each as defined below) that arises from: (a) Use of the Software outside the purpose or manner of use authorized by these Software Offering General Terms or otherwise in breach of these Software Offering General Terms or the General Terms; (b) unauthorized or illegal Use of the Software by you, your Users or your Affiliates; or (c) the Customer Data. IDEXX will notify you in writing within thirty (30) days of our becoming aware of any such Action; give you sole control of the defense or settlement of such Action; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the Action. You will not accept any settlement that: (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent. "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise. "Losses" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification.

7.2 Indemnification by IDEXX. IDEXX shall indemnify, defend, and hold you harmless from and against any and all Losses resulting from any Third-Party Action that the Software or any Use of the Software in accordance with these Software Offering General Terms, infringes such Third-Party's valid patents, copyrights, or trade secrets. IDEXX will have no obligation under this section if the alleged infringement arises from: (a) the combination, operation, or use of the Software in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by IDEXX or specified for use in applicable Documentation; (b) modification of the Software by you that were not authorized in writing; (c) Use of the Software outside the purpose or manner of use authorized by these Software Offering General Terms. If the Software, or any part of the Software, is, or in IDEXX's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any Third-Party Intellectual Property right, or if your Use of the Software is enjoined or threatened to be enjoined, IDEXX may, at its option and sole cost and expense: (x) obtain the right for you to continue to Use the Software as contemplated herein; (y) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software; or (z) if none of the remedies set forth are available, IDEXX may terminate your order form and shall promptly refund to you, on a pro rata basis, the share of any fees

prepaid by you for the future portion of the term that would have remained but for such termination. You will notify us in writing within thirty (30) days of our becoming aware of any such Action; give us sole control of the defense or settlement of such an Action; and provide us (at your expense) with any and all information and assistance reasonably requested to handle the defense or settlement of the Action. We will not accept any settlement that: (i) imposes an obligation on you; (ii) requires you to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on you without our prior written consent.

7.2.1 SECTION 7.2 SETS FORTH YOUR SOLE REMEDIES AND IDEXX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED ACTION THAT THE SOFTWARE INFRINGES OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

8. Limitations of Liability

EXCEPT FOR INDEMNIFICATION OBLIGATIONS ARISING HEREUNDER, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THESE SOFTWARE OFFERING GENERAL TERMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID IN THE TWELVE (12)-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE ACTION. IN NO EVENT WILL IDEXX, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THESE SOFTWARE OFFERING GENERAL TERMS OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE; (A) FOR ANY USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS; (B) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (C) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF EQUIPMENT, OR BUSINESS INTERRUPTION, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTHING IN THE MASTER TERMS LIMITS ANY LIABILITY TO THE EXTENT IT CANNOT BE LIMITED BY APPLICABLE LAW.

9. Service Level Commitment

IDEXX will use commercially reasonable efforts to make the Cloud Software available for access and use by you at least 99.8% of each calendar month, excluding unavailability caused by: (a) factors outside of our reasonable control, including any force majeure event or Internet-access or related problems beyond the IDEXX network demarcation point; (b) your actions or inactions or those of a Third-Party (such as server or software maintenance) that affect availability of IDEXX Software or Services; (c) our suspension or termination of your right to use the service; or (d) planned maintenance windows determined by us. We reserve the right to apply any necessary security or application updates as needed without notification. We will inform you of planned maintenance at least five (5) days in advance which may be by an announcement within the Software.

10. Copyrights and Copyright Agent

IDEXX respects the Intellectual Property of others, and we ask Users of our Offerings to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the site; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

IDEXX's copyright agent for notice of claims of copyright infringement on websites controlled by us can be reached as follows:

By mail

Copyright Agent
Office of General Counsel
IDEXX Laboratories, Inc.
One IDEXX Drive
Westbrook, Maine 04092
United States of America

By phone

+1-207-556-0300

By email

copyrightagent@idexx.com

Offering Specific Terms

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

(Revision December 24, 2024)

Companion Animal In-House Diagnostic Offerings

- [Instrument Warranty Process](#)
- [IDEXxCare Plus / Extended Maintenance Agreement \(EMA\)](#)
- [Pay Per Run](#)
- [SmartService](#)
- [Test Promise](#)
- [IDEXX Points](#)

Reference Laboratory Services

Telemedicine Services

Water Products and Services Offerings

- [UV Viewer PLUS Extended Warranty Services](#)
- [UV Viewer PLUS Udvidet garanti Servicevilkår](#)
- [UV-Viewer PLUS Erweiterte Garantiebedingungen](#)
- [Condiciones de servicio de garantía extendida de UV Viewer PLUS](#)
- [UV Viewer PLUS -laajennetun takuun käyttöehdot](#)
- [Conditions d'utilisation de l'extension de garantie de l'UV Viewer PLUS](#)
- [Condizioni di Servizio della Garanzia Estesa del Visore UV PLUS](#)
- [Vilkår for utvidet garanti for UV Viewer PLUS](#)
- [UV Viewer PLUS Uitgebreide garantie Servicevoorwaarden](#)
- [UV Viewer PLUS Förlängd garanti Användarvillkor](#)

Software Offerings

- [Antivirus Services](#)
- [Connectivity Services](#)
- [Cornerstone](#)

- [Cornerstone Subscription](#)
 - [Data Backup and Recovery](#)
 - [ezyVet and Vet Radar](#)
 - [Neo](#)
 - [Pet Health Network Pro](#)
 - [rVetLink](#)
 - [SmartFlow](#)
 - [Vello](#)
 - [VetConnect PLUS](#)
 - [Web PACS and ImageBank](#)
 - [Animana](#)
-

Companion Animal In-House Diagnostic Offerings

Diagnostic Instruments Warranty Process

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

In addition to Section 8 of the General Terms, the following terms further describe the warranty process for IDEXX's veterinary in-house diagnostic instruments.

- 1. Telephone Support Hours.** IDEXX telephone support is available twenty-four (24) hours a day, seven (7) days per week, except holidays in the country from which IDEXX provides such support.
- 2. Electronic Support.** If you wish to receive electronic support on instruments for which such support is available, you must maintain an electronic link-up with us as we may direct from time to time.
- 3. Repair Process and Loaner Equipment.** We will ship you loaner equipment if we decide to repair rather than replace your equipment and the time required to complete repairs exceeds seventy-two (72) hours from receipt at our repair facility, or otherwise at our sole discretion. You shall pack and return-ship the malfunctioning equipment to us the next business day after you receive the loaner equipment. We will ship you the repaired equipment and you shall pack and return-ship the loaner equipment to us within two (2) business days after you receive the repaired equipment.
- 4. Replace Process.** If we decide to replace your equipment, we will ship you a replacement unit within twenty-four (24) hours, during normal business hours, Monday-Friday, excluding holidays in the country

from which IDEXX provides such support. You shall pack and return-ship the malfunctioning equipment to us within two (2) business days after your receipt of the replacement equipment. Delayed returns are subject to daily rental charges at our then-current rate.

IDEXXCare Plus / Extended Maintenance Agreement (EMA)

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Covered Products. IDEXXCare Plus covers those IDEXX in-house diagnostic instruments and digital imaging products specified on your order form or invoice, except for products explicitly excluded from this coverage in Section 5.3 below. For the purposes of the below Offering Specific Terms, reference to IDEXXCare Plus shall be read and understood to include EMA.

2. IDEXX's Extended Support Commitment.

2.1 If your covered in-house diagnostic instrument or digital imaging product (other than Embedded Software (as defined in the General Terms) and the IDEXX VetLab Station Software) does not conform to our Documentation during the Term (as defined in Section 8), IDEXX will, at our option, either repair or replace it with new parts or equipment, or serviceable used parts or equipment, that are equivalent or superior to new parts in performance.

2.2 If your Embedded Software or IDEXX VetLab Station Software does not perform substantially in accordance with applicable Documentation during the Term, IDEXX will use commercially reasonable efforts to modify it or make it conforming.

2.3 IDEXX will fulfill its obligations under this section pursuant to its Support Guidelines described herein and subject to the exclusions provided herein; provided that IDEXX reserves the right to refuse to provide service to you if you are in breach of any provisions in these IDEXXCare Plus Offering Specific Terms.

3. Support Guidelines.

3.1 IDEXX will provide support during normal business hours at IDEXX service locations, except holidays in the country from which IDEXX provides such support. You must make any claim within the applicable coverage period. In case of malfunction, you must first contact IDEXX Customer Support by telephone at IDEXX's number provided in your product Documentation. IDEXX telephone support is available twenty-four (24) hours a day, seven (7) days per week, except holidays in the country from which IDEXX provides such support. IDEXX's support personnel will guide you in your attempt to correct your reported problems. If telephone or electronic support (as described in Sections 3.2 and 3.3) is not successful, IDEXX will provide you with further instructions. IDEXX has no obligation to provide on-site service. If it is necessary to return the product, you must do so to IDEXX's designated facility for examination. Products may not be returned unless we have issued you a return material authorization. Before you return any applicable product, we strongly recommend that you perform a system back-up on the product and archive your data to minimize loss. We pay shipping costs for authorized returns to and from our

authorized facilities. You are responsible for costs associated with unauthorized returns, and for returns not covered by IDEXXCare Plus; we will bill you for repairs at our then-standard rates. All parts and products subject to exchange for different parts and products from IDEXX become the property of IDEXX.

3.2 If you wish to receive electronic support on instruments for which such support is available, you must maintain an electronic link-up with IDEXX as IDEXX may direct from time to time.

3.3 IDEXX will ship you loaner equipment if IDEXX elects to repair rather than replace your equipment and the time required to complete repairs exceeds seventy-two (72) hours from receipt at IDEXX's repair facility, or otherwise at IDEXX's sole discretion. You shall pack and return-ship to IDEXX the malfunctioning equipment the next business day after your receipt of loaner equipment. IDEXX will ship you the repaired equipment and you shall pack and return-ship the loaner equipment to IDEXX within two (2) business days after your receipt of the repaired equipment.

3.4 If IDEXX elects to replace your equipment, IDEXX will ship you a replacement unit within twenty-four (24) hours, during normal business hours, Monday-Friday, excluding holidays. You shall pack and return-ship IDEXX the malfunctioning equipment within two (2) business days after your receipt of the replacement equipment. Delayed returns are subject to daily rental charges at IDEXX's then-current rate.

3.5 For Embedded Software and the IDEXX VetLab Station Software, IDEXX will use reasonable commercial efforts to: (a) report, track and monitor problems via the Internet, if available; (b) determine, verify and resolve problems by telephone on a callback basis during normal business hours at our service locations, Monday-Friday, except holidays; and (c) provide periodic modifications that IDEXX otherwise makes generally available to other supported customers free of charge. IDEXX will provide support only for the two (2) most current release versions of the Embedded Software and the IDEXX VetLab Station Software. At our option, you may be required to upgrade to the then-current version of the Embedded Software and the IDEXX VetLab Station Software. If you have a networked installation, and if a system malfunction occurs, you are responsible for contacting your network support provider first to determine that the issue is not due to network problems before contacting IDEXX for product support. On-site support is not included.

4. Your Obligations. You must take reasonable care of the products, maintain them in a clean and appropriate environment, and carry out any routine maintenance we recommend in the applicable Documentation, including user guides, or otherwise communicated to you from time to time. You must also provide reasonable supporting data to help identify reported problems. You must promptly install new release versions of Embedded Software and the IDEXX VetLab Station Software that we may periodically send you, and you must upgrade its operating system software as we may periodically recommend. You must treat any software patch, update, upgrade, modification or other enhancement that we may provide as "software" under your original license from us and use them only as permitted by that license. When we issue a software update, if your existing hardware does not meet minimum requirements to support that update, you will be responsible for updating your hardware; provided, however, that in certain circumstances we may choose, at our sole discretion, to provide updated IDEXX VetLab Station hardware to you.

5. Exclusions for Improper Use; Other Exclusions.

5.1 IDEXX cannot assure you of the performance of our products if your use of such products is not in strict compliance with our product Documentation, if you use them on or in conjunction with products or services not authorized or provided and configured by us, or if you install unapproved software applications on our products, such as Third-Party drivers. Failure to use only products or services authorized or provided and configured by us in or on your products voids your IDEXXCare Plus coverage and our obligations to you.

5.2 Our obligations under IDEXXCare Plus do not cover damage resulting from any causes external to our products, such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; computer viruses, spyware, malware, worms or other harmful programs; or repairs or modifications made by anyone other than IDEXX or its authorized service providers. We will repair normal wear-and-tear damage only to the extent required for proper functioning of equipment; cosmetic damage is not covered.

5.3 Except as expressly set forth in this section, our obligations under IDEXXCare Plus do not cover x-ray generators and tables or expendable or consumable parts included with covered products, such as fuses, batteries, bulbs, cables, power cords, adaptors, pipettors, calibrators, print heads, keyboards, mice, ribbons, tapes, CDs, computed radiography cassettes and cassette assemblies or other supplies or media, or Third-Party products, such as printers or non-IDEXX software, all of which are provided to you on an "AS IS" basis. Third-Party product suppliers may provide their own warranties or extended support coverage. VetLyte Electrolyte Analyzer gold level coverage includes coverage on electrodes, electrode housings, tubing sets and cleaning and conditioning solutions.

5.4 If we determine that the reported problem is not covered under IDEXXCare Plus, you must reimburse us for the costs of equipment shipping. At your instruction, we will: (a) attempt to repair/replace the product at your cost, at our then-standard rates for such work; or (b) return the product to you at your cost, and in such case, you will return any loaner or replacement equipment to us at your cost.

6. Maintenance Fees and Renewal Terms. If we have authorized you to pay in installments, such arrangement is an accommodation to you, and you remain obligated to pay the entire fee for the Term (as defined in Section 8). If you order additional products, your maintenance fee may increase. The maintenance fee for any Renewal Term (as defined in Section 8) will be our then-current fee. We may invoice you for Renewal Terms before the current Term expires. If we do not receive payment of the maintenance fee in accordance with our invoices to you, or before the beginning of the Initial Term (as defined in Section 8) or any Renewal Term, then we reserve the right to terminate IDEXXCare Plus coverage immediately, including any IDEXX warranty or support obligations to you.

7. Coverage Gaps and Inspections. If your equipment is not under warranty or currently under IDEXXCare Plus coverage, we may at our option require an inspection of your equipment before we agree to provide IDEXXCare Plus coverage (a "Warranty Inspection"). We may charge you our then-standard rates for Warranty Inspections, and if repairs are required, we may either charge you for such repairs (including parts) at our then-standard rates, exclude repairs to parts that have exceeded their reasonable life from IDEXXCare Plus coverage, or vary your maintenance fee accordingly. If your IDEXXCare Plus coverage lapses, and you desire to resume such coverage, resumption of coverage will be

at our discretion, may be subject to a Warranty Inspection, and we may charge you the applicable maintenance fees for the period of lapsed coverage.

8. Term; Termination

8.1 The initial term of this IDEXXCare Plus coverage (“Initial Term”) begins and ends on the dates specified on your order form or in our invoice to you, after which it automatically renews (each a “Renewal Term”): (a) in the case of IDEXX in-house diagnostic instruments, for successive like terms; and (b) in the case of IDEXX digital imaging products, for successive one (1) year terms, in each case unless either party gives written notice of its intent not to renew no later than thirty (30) days before the expiration of the Initial Term or then-current Renewal Term. The Initial Term together with any Renewal Term(s), is the “Term.” During the Term, our obligations pursuant to Section 2 above for any particular covered product become effective only upon the expiration of your standard product warranty period for such covered product.

8.2 You may terminate your IDEXXCare Plus coverage without cause upon written notice to us. We may terminate your IDEXXCare Plus coverage without cause upon thirty (30) days written notice to you.

8.3 In the case of termination by you without cause or termination by us due to your breach, you remain obligated to pay any outstanding invoices. Further, you may be required to make additional payment to us as described in the following sentence if any service events have occurred during the then-current maintenance period (i.e., the Initial Term or, if IDEXXCare Plus coverage has extended beyond the Initial Term, the most recent Renewal Term). If service events have occurred during the then-current maintenance period and the cost of service (calculated at our then-current rates at the time of service) and shipping exceeds the maintenance fee you have been invoiced for the then-current maintenance period through the date of termination, then you must pay us the difference (but in no event more than the full maintenance fee you would have paid for the current maintenance period).

8.4 If we terminate other than for your breach, or if you terminate due to our modification of IDEXXCare Plus coverage during the then-current maintenance period, IDEXX will refund to you a pro rata portion of the maintenance fee for the then-current maintenance period.

IDEXX Analyzers Using Pay Per Run Fee Model

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Pay Per Run. When you purchase an IDEXX analyzer that uses the pay per run fee model (currently the IDEXX SediVue Dx™ Urine Sediment Analyzer, the ProCytte One™ Hematology Analyzer, and the IDEXX inVue Dx Cellular Analyzer™) (collectively the “PPR Analyzers”), you will be charged our then-current list “Pay Per Run” fee (“PPR Fee”) each time you run the PPR Analyzer successfully, invoiced monthly. We will provide you, without any additional charge and consistent with your anticipated consumption rate as determined by IDEXX, the consumables required to operate the PPR Analyzer, provided that quality-control products may be subject to IDEXX’s then-current list price for such products.

On the SediVue Dx and ProCyt One analyzers, where sample quality prevents a result from being provided on the first run of a patient sample, additional runs from the same patient sample (“reruns”) can be performed at no additional charge for up to twenty-four (24) hours following the initial run. On the IDEXX inVue Dx analyzer, where sample quality prevents a result from being provided on the first run of a patient, one rerun from the same patient can be performed at no additional charge for up to one hour. Should sample quality issues prevent results from being provided on the first run more than 5% of the time in any calendar month, you and your staff agree to engage with IDEXX personnel to review sample gathering technique and other potential causes for reruns and receive supportive training to increase first-run rate success. If training does not improve sample quality issues, associated consumables may thereafter be treated as Excessive Inventory Loss as further defined in Section 3 below. For the clear avoidance of doubt, sample quality issues do not include reruns which stem solely from the malfunction of the PPR Analyzer or an associated consumable.

2. SmartService Connection Requirement. Use of the PPR Analyzer requires a connection between the PPR Analyzer and IDEXX SmartService™ Solutions (“SmartService”) as well as your IDEXX VetLab® Station. Please refer to the Offering Specific Terms for SmartService for further terms. It is your sole responsibility to ensure SmartService is activated and connected when running tests on the PPR Analyzer.

3. IDEXX Rights. If you: (a) fail to maintain the connection with SmartService and your IDEXX VetLab® Station, (b) fail to pay your PPR Fees or other fees, or (c) demonstrate an excessive inventory loss or runs yielding no information requiring a rerun as further described below (“Excessive Inventory Loss”), without prejudice to any other rights and remedies granted or available to IDEXX under the Master Terms or otherwise, IDEXX may invoice you the PPR Fee and other fees for any consumables provided to you (less current inventory and less the number of successful PPR Analyzer runs made according to our records), revoke the right to use and disable your access to the Embedded Software in the PPR Analyzer without further liability to you, and IDEXX shall be under no obligation to provide the right to use or access to the Embedded Software while SmartService or your IDEXX VetLab® Station (as applicable) remains disconnected due to your act or omission or while the invoice(s) concerned remain(s) unpaid. An Excessive Inventory Loss under subsection (c) above shall be determined by IDEXX in our sole discretion based on IDEXX’s records across a six-month period and calculated as the number of consumables provided by IDEXX for your use with the PPR Analyzer, minus the number of consumables in your inventory, minus runs on the PPR Analyzer. If we determine that the resulting number is an Excessive Inventory Loss and we are unable to resolve the matter with you amicably within a reasonable time, then IDEXX may invoke the remedies described above without waiver or prejudice to any other rights and remedies granted or available to IDEXX under the Master Terms or otherwise.

SmartService

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. SmartService. These Offering Specific Terms describe additional terms for the SmartService intelligent device management service (“SmartService”) for IDEXX equipment such as diagnostic instruments, laboratory information and practice management systems, digital cytology and radiograph products, and

related computers (“IDEXX Equipment”).

2. Scope of Service. Upon your acceptance of the Master Terms, including these Offering Specific Terms, device relationship management (“DRM”) software, which is already installed on your IDEXX Equipment, shall be activated to permit us to remotely access the IDEXX Equipment for the purpose of providing SmartService. SmartService will enable IDEXX to remotely monitor, troubleshoot, diagnose, and service your IDEXX Equipment and the devices connected to it from your practice site. SmartService will also include remote upgrades of your IDEXX Equipment software and the software within connected devices. In order to provide SmartService, we will remotely access and pull specific data that will help us diagnose and solve equipment performance issues, as well as patient (pet) name, age and breed, client (pet owner) name, and test information and analyses on a per test run basis. SmartService, as described herein, is free of charge, provided that you have an extended maintenance agreement (such as IDEXXCare Plus or EMA, as applicable) with us for your IDEXX Equipment. Any expanded features that we may offer in the future, including database backups and restores, utilization reports, and patient report cards, may be offered for an additional fee. SmartService may not be available for all IDEXX products owned or used by you. For those products for which remote service is not available, service will be provided as set forth in the relevant extended maintenance agreement. In the event your extended maintenance agreement with us is terminated, we may, at our sole election, cease providing remote technical support, but continue to provide you with remote software upgrades or other portions of SmartService using the DRM software without charging a fee. If we elect to continue to provide services through the DRM software, these terms (including our ability to download and use your data as described in this paragraph and in Section 4 below) will remain in place. If you wish to have the DRM software deactivated and our ability to remotely access the IDEXX Equipment terminated, you must notify us in writing by sending an email to smartservice@idexx.com.

3. Technical Environment. In order to use SmartService, you must have a high speed internet connection. You shall provide and incur the cost of the IDEXX Equipment and the high speed internet connection as specified by us. You shall provide the appropriate network connectivity for SmartService to operate properly. The DRM software used with SmartService includes security features to permit only authorized personnel to access the IDEXX Equipment.

4. IDEXX as Data Controller and Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor/service provider for the processing activities that it performs through SmartService on behalf of and on the instructions of the Users. If you are subject to the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, or any of the other data protection laws identified [here](#) (together, “Data Protection Laws”), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement and, if applicable under the relevant Data Protection Law, the DPA Schedule for SmartService (collectively, the “DPA”), each found [here](#). The DPA shall form an integral part of these Offering Specific Terms in accordance with applicable Data Protection Laws.

IDEXX Test Promise (available only in North America)

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. IDEXX Test Promise. If an IDEXX test listed under “Product Coverage” below does not perform as stated in our published specifications, call IDEXX Customer Support and we will credit your IDEXX Points account with 100% of the value of the IDEXX consumable product used to perform that test and/or 100% of the value of the IDEXX Reference Laboratory Services test, subject to the terms and conditions below. Items covered by IDEXXCare Plus/EMA and replacement parts are not eligible for reimbursement.

2. Details. You must report tests that do not perform as stated in our specifications within thirty (30) days of such failure. IDEXX may request data or ask you to provide patient data or date of test run/submission prior to crediting your IDEXX Points account. In-house diagnostic compensation is based on the full retail value of the individual product’s list price at IDEXX. For instance, if one test out of a multi-test package does not perform as promised, we will credit your account based on the list price of the single test. IDEXX Reference Laboratory Services compensation is based on the price paid, not the list price.

3. Product Coverage. The following products and services are eligible for coverage:

- IDEXX Reference Laboratory Services tests including IDEXX Digital Cytology™ instrument sample runs
- All Catalyst One™ Chemistry Analyzer and Catalyst Dx® Chemistry Analyzer sample runs (single slides, CLIPs and QC)
- VetTest® Chemistry Analyzer sample runs (single slides, profiles and QC)
- VetStat® Electrolyte and Blood Gas Analyzer sample and QC runs (cassettes)
- ProCytex One® Hematology Analyzer and ProCytex Dx® Hematology Analyzer sample runs (sheath, reagent, Smart QC)
- LaserCytex® Hematology Analyzer sample or QC runs (sheath and tubes)
- IDEXX VetAutoread™ Hematology Analyzer sample or QC runs (tubes)
- Coag Dx™ Analyzer sample and QC runs (cartridges)
- SediVue Dx® Urine Sediment Analyzer sample and QC runs
- IDEXX VetLab® UA Analyzer™ sample and QC runs used in conjunction with IDEXX UA™ Strips
- IDEXX UA™ Strips sample and QC runs performed manually (strips)
- SNAP Pro® Analyzer used in conjunction with IDEXX SNAP® tests
- SNAPshot Dx® Analyzer used in conjunction with IDEXX SNAP® Rapid Assay tests or IDEXX SNAP® Cortisol

4. Program Modification or Termination. IDEXX reserves the right to modify or end the IDEXX Test Promise program at any time without notice.

IDEXX Points

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. IDEXX Points Program. The IDEXX Points program (available only in North America) allows customers to earn points through several points-earning programs. Points may only be earned if you purchase qualifying products and services from IDEXX (or, for Canadian customers, from an authorized IDEXX reseller). Each IDEXX Point is equal in value to one dollar that can be used to purchase IDEXX products or services, such as in-house analyzers and associated reagents, IDEXXCare Plus, SNAP® tests, diagnostic imaging systems, IDEXX veterinary practice management software, IDEXX Reference Laboratory Services testing, and more. Purchases made with IDEXX Points include standard shipping and are subject to any applicable sales tax. IDEXX Points are not redeemable for cash. IDEXX Points-earning programs run on varying schedules. IDEXX will deposit points (based on your qualified activities) to your IDEXX Points account at the end of each program's point-earning period. IDEXX will provide quarterly statements to you that summarize your purchases, redemptions and IDEXX Points balance for any quarter in which your IDEXX Points account is active.

2. Points Calculations. IDEXX Points will be calculated after discounts from other programs sponsored by IDEXX or its distributors have been applied. You will not be able to earn or use points if you are delinquent with any IDEXX affiliate, and IDEXX reserves the right to apply your points toward a delinquency.

3. Points Expiration. IDEXX Points expire annually on November 30, two (2) years after the points were earned. For example, points earned on February 20, 2022, will expire on November 30, 2024. (However, IDEXX Points earned in December will expire one (1) year and eleven (11) months after they were earned.) Points will be redeemed or expired in the order they were earned. If your practice has not made IDEXX purchases in a twelve (12)-month period, all points will expire and the IDEXX Points account will be closed.

4. Points Through In-House Profile Programs. In order to earn IDEXX Points through an In-House Profile program, you must leave your IDEXX VetLab® Station and IDEXX SmartService™ Solutions ("SmartService") on and connected at all times. Please refer to the Offering Specific Terms for SmartService for further terms. IDEXX is not responsible for paying on In-House Profile activity that takes place while your IDEXX VetLab Station or SmartService is turned off or not connected properly.

5. Multiple Practices. IDEXX will track your activities by shipping address. If you own multiple practices, you must provide all practice addresses to IDEXX at the time of enrollment to receive credit for those locations. If practices are linked in this manner, they will have one group account and any practice in the group can redeem the group's earned IDEXX Points. IDEXX is not responsible for mediating any disputes regarding point ownership or redemptions among related practices. You must provide any change of

address to IDEXX at the time of change.

6. Ownership and Transfer. IDEXX Points are owned and held by practices and not by individuals. Purchased products and services must be consumed by your practice(s) and may not be sold or otherwise transferred to any other practice except in conjunction with a change in ownership of the practice. If a point balance is being transferred as part of an ownership change, authorized representatives of both the seller and the buyer must notify IDEXX within thirty (30) days of the ownership change.

7. Eligibility. IDEXX may, from time to time, offer other promotional or discount programs that may not be used in conjunction with this program. This program is only available in the U.S. and Canada. Corporate accounts, distributors, shelters and other nonprofit organizations may not be eligible to earn IDEXX Points or participate in IDEXX Points-earning programs. IDEXX reserves the right to determine eligibility in any IDEXX Points-earning program. Contact your IDEXX representative for more details on program availability.

8. Program Modification or Termination. IDEXX reserves the right to modify or end this program or your participation in this program at any time. Continuing participation in IDEXX Points-earning opportunities confirms your acceptance of these current terms.

Reference Laboratory Services

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

These Offering Specific Terms for Reference Laboratory Services apply to all IDEXX reference laboratory services ("Reference Laboratory Services") that IDEXX provides to you, the customer (including laboratory testing services, consulting services, data collection, analysis and interpretation, and other reference laboratory-related services). For Reference Laboratory Services provided in EMEA, Vet Med Labor GmbH, may also act as the service provider. The specific entity responsible for the provision of Reference Laboratory Services will be clearly identified in relevant documentation, such as an invoice, order form, or similar communication, in alignment with the requirements of DIN EN ISO/IEC 17025:2018.

1. Confidentiality. You agree that you will only provide us your Confidential Information, including data, reports, plans, records, technical and other information that is necessary for us to provide our services to you. We agree to keep confidential your Confidential Information and to use it only to provide services to you or as otherwise stated in these Offering Specific Terms for Reference Laboratory Services. Similarly, you may receive information from us that is Confidential Information of IDEXX, and you agree to keep it confidential and use it only to receive and make Use of our services. You and we shall protect each other's Confidential Information using the same degree of care (but not less than a reasonable degree of care) as we use to protect our own confidential information of a similar nature. If you or we are required by law, or by order or request of a court or administrative body, to disclose any of each other's

Confidential Information, we and you will make commercially reasonable efforts, as permitted by law, to give the other party prompt written notice of such event before disclosing such Confidential Information and limit such disclosure to the extent of the legal requirement. As part of our operations, certain Confidential Information obtained during the performance of the Reference Laboratory Services may be shared with our Affiliates. This sharing is conducted solely to support service delivery, compliance, or operational efficiency. A list of Affiliates to whom information may be shared is available at <https://www.idexx.com/en/about-idexx/locations/>. You may contact our Customer Support at <https://www.idexx.com/en/about-idexx/customer-support/> for more details. By engaging our services, you acknowledge and agree that Confidential Information may be shared with our Affiliates under these Offering Specific Terms. Except where we are required to do so by law, or by order or request of a court or administrative body, your Confidential Information will not be shared with any parties outside our Affiliate network without prior consent. Our Affiliates are bound by the same confidentiality and impartiality obligations, ensuring the protection of your Confidential Information.

2. Specimens

2.1 Sending and receiving specimens. You represent that all animal-related specimens and clinical information that you provide to us are obtained and sent to us with the informed consent of the animal owner. You also represent and warrant that any specimen that you send to us containing any hazardous substance will be packaged and labeled and transported and delivered (if you are using delivery methods other than IDEXX's standard delivery methods) in accordance with applicable laws. We will make commercially reasonable efforts to inform you if we receive specimens in damaged, contaminated or improperly preserved condition, or specimens that do not meet specimen volume requirements. We assume the risk of loss or damage to a specimen at the time we receive it. We reserve the right to refuse to accept or to rescind acceptance of any specimen, including those that in our judgment are likely to pose any unreasonable risk to our personnel or property. We may return to you unused portions of specimens found or suspected to be hazardous, or to contain hazardous materials, and may invoice you for the cost of returning the specimen.

2.2 Acting on specimens. We will use commercially reasonable efforts to meet our standard turnaround times following receipt of specimens at our facility. If you do not specify a preferred test method, we reserve the right to select the most appropriate method based on our expertise and the nature of the specimen. In specific cases, IDEXX may forward specimens to qualified partner laboratories for analysis to fulfil your requested Reference Laboratory Services. Any such outsourcing will be indicated in the analysis report provided to you, ensuring full transparency. All specimens become our property when we receive them. You agree that we may use information relating to such specimens, including clinical information, diagnostic results, and any other data included in our analyses, reports, or other services, for our business purposes, including internal research and development purposes and disclosure in public studies. After we report analytical results to you, we may retain or destroy specimens at our discretion. Our current general practice is to retain fecal and PCR fresh specimens for three (3) days, whole blood, serum, and urine specimens for seven (7) days, allergy specimens for two (2) weeks, tissue specimens for three (3) weeks, and DNA specimens for six (6) months. These periods may vary depending on operational needs, and we may change these practices at our discretion. Individual country laboratories may retain specimens for different periods; please confirm retention periods directly with the laboratory which you submit as specimen.

2.3 Human Specimens. We do not accept or analyze human specimens.

2.4 Specimen Containers. We may provide specimen containers upon request. We reserve the right to charge a fee for specimen containers. You are responsible for using the appropriate specimen containers to send specimens to us. Additionally, you must ensure the specimens are adequately protected during shipping to prevent damage, contamination, or compromise.

3. Services Descriptions and Quality Assurance. We will perform services consistent with our services descriptions and our quality assurance standard operating procedures. You are solely responsible for confirming, before placing your order, that our services and standard procedures will meet your needs for the purposes for which you use our services.

4. Retention of Reports. We typically retain copies of laboratory diagnostic reports provided to you for a period of one (1) year, after which we may destroy the reports.

5. Reference Laboratories Limited Warranty. We warrant that: we will provide our services in a professional manner using qualified personnel; and our test results will be accurate given the nature of the specimen as submitted.

EXCEPT AS STATED IN THE LIMITED WARRANTY IMMEDIATELY ABOVE, WE MAKE NO OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING OUR SERVICES. WE SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO OUR SERVICES.

Please note that under applicable law you may be entitled to implied warranties mandated or allowed by law.

6. Limit of Liability. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES OR LOSSES, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR OUR PROVISION OF OUR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, OR ARISING OUT OF OR RELATED TO THESE OFFERING SPECIFIC TERMS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. OUR ENTIRE LIABILITY TO YOU IN CONNECTION WITH THE PROVISION OF OUR SERVICES, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR SUCH SERVICES.

Please note that applicable law may not allow the exclusion or limitation of special, incidental, consequential, indirect, exemplary, punitive or multiple damages or the limitation of liability to the actual price paid, so the above limitations may not apply to you.

We do not assume, nor do we authorize any employee, agent or other person, to assume for us, any liability in connection with our services other than as specifically described above.

7. Notice to Veterinarians. IDEXX accepts requests for services from and provides consultation and interpretation services on a professional-to-professional basis. As described in Section 9.2.3 of the General Terms, Clinical Content provided in connection with such services does not constitute an opinion, medical advice, diagnosis, or recommended procedure or treatment of any particular medical condition. We accept no legal responsibility for the purposes for which you use Clinical Content.

8. Animal Owner Billing. In some cases, and applicable in limited countries, as an accommodation to a veterinarian customer, at the request of the veterinarian customer, IDEXX will invoice the animal owner directly for Reference Laboratory Services provided that the veterinarian customer: (a) obtains animal owner's consent to the animal owner billing by IDEXX as provided on the applicable order form; (b) provides the animal owners full address as indicated on the applicable order form; and (c) informs the animal owner that the sections entitled "Confidentiality", "Reference Laboratories Limited Warranty", "Limits of Liability" and "Payment Terms" under these Offering Specific Terms and the General Terms, respectively, apply to the animal owner. For clarity, the veterinarian customer remains responsible for paying to IDEXX the assigned fees for Reference Laboratory Services if the animal owner fails to pay those fees for any reason. UNDER NO CIRCUMSTANCES DOES IDEXX HAVE A CUSTOMER RELATIONSHIP WITH THE ANIMAL OWNER. WE DO NOT MAKE ANY WARRANTY TO THE ANIMAL OWNER, AND TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, THE LIMITATIONS OF LIABILITY SET OUT IN THE SECTION ENTITLED "REFERENCE LABORATORIES LIMITED WARRANTY" AND "LIMIT OF LIABILITY" APPLY TO THE ANIMAL OWNER.

9. Abbreviated Reports.

9.1 Scope of Abbreviated Reports. At your request, abbreviated reports can be provided to facilitate seamless integration into your veterinarian practice software. These reports are tailored for streamlined readability and may omit certain detailed information typically included in full reports. By requesting abbreviated reporting, you acknowledge and agree to the conditions set out in this Section 9.

9.2 Content of Abbreviated Reports. The abbreviated reports will not include: (a) the location where the analysis or testing was carried out; (b) the name of the employee responsible for approving the report; (c) general information on the validity of results for specimens as received; (d) standard operating procedure used, issue status or issue date; (e) detailed breakdown of the analytical period if the analysis spans multiple days; and (f) measurement uncertainty associated with results.

9.3 Omission of Analytical Method in Complex Profiles. For complex parameter profiles, the analytical method used may be omitted to ensure findings are presented as clearly as possible. The omission considers: (a) the potential influence of the selected method on the test results; and (b) the availability of alternative methods and their expected influence on the outcomes.

9.4 Definition of Analytical Period. The period of analysis is defined as the time between receipt of the specimen and the issuance of the report. If this period extends over multiple days, a breakdown of the analysis timeline will not be included in the report.

9.5 Availability of Additional Information. Any information not provided in the abbreviated report can

be promptly made available to you upon request. You are encouraged to contact IDEXX if further details are required for interpretation or compliance purposes.

9.6 Compliance with DIN EN ISO/IEC 17025:2018. These abbreviated reports comply with the requirements of DIN EN ISO/IEC 17025:2018, including but not limited to clauses 7.8.1.1, 7.8.2 and 7.1 by ensuring clarity, accuracy and mutual agreement between you and IDEXX.

9.5 Your Acknowledgement. By opting for abbreviated reporting, you confirm that the format is suitable for your needs and you acknowledge that certain detailed elements typically included in full reports have been excluded. IDEXX is not liable for any misinterpretation resulting from the use of abbreviated reports in your or any Third-Party software of systems.

Telemedicine Services

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Notice to Veterinarians. IDEXX Telemedicine Consultants accepts requests for services from and provides consultation and interpretation services on a professional-to-professional basis. As described in Section 9.2.3 of the General Terms, Clinical Content provided in connection with such services does not constitute an opinion, medical advice, diagnosis or recommended procedure or treatment of any particular medical condition. We accept no legal responsibility for the purposes for which you use Clinical Content.

2. Telemedicine Limited Warranty. We warrant that we will provide our services in a professional manner using qualified personnel.

EXCEPT AS STATED IN THE LIMITED WARRANTY IMMEDIATELY ABOVE, WE MAKE NO OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING OUR SERVICES. WE SPECIFICALLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT WITH RESPECT TO OUR SERVICES.

Please note that under applicable law you may be entitled to implied warranties mandated or allowed by law.

3. Limit of Liability. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES OR LOSSES, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR OUR PROVISION OF OUR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH SERVICES, OR ARISING OUT OF OR RELATED TO THESE OFFERING SPECIFIC TERMS, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. OUR ENTIRE LIABILITY TO YOU IN CONNECTION WITH THE PROVISION OF OUR

SERVICES, WHETHER BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR SUCH SERVICES.

Please note that applicable law may not allow the exclusion or limitation of special, incidental, consequential, indirect, exemplary, punitive or multiple damages or the limitation of liability to the actual price paid, so the above limitations may not apply to you. We do not assume, nor do we authorize any employee, agent or other person, to assume for us, any liability in connection with our services other than as specifically described above.

Water Products and Services Offerings

UV Viewer PLUS Extended Warranty Services

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

These Offering Specific Terms apply to the extended warranty offered by IDEXX Laboratories, Inc. or one of its affiliates, referred to herein as IDEXX, we, us and our, for the UV Viewer PLUS cabinet (“the cabinet” or “UV Viewer PLUS”). By signing an order form or placing an order for, or otherwise accepting, the extended warranty services identified below, you agree to these Offering Specific Terms.

1. Covered Products; Modifications: The extended warranty set out in these Offering Specific Terms covers the UV Viewer PLUS identified by the serial number(s) specified on your order form and/or invoice relating to your purchase of the extended warranty, and is not transferrable to other UV Viewer PLUS. We reserve the right to modify these Offering Specific Terms from time to time, and the version effective at the time you place your order for the UV Viewer PLUS shall apply to you.

2. Our Extended Warranty Commitment: If you purchase the extended warranty and your UV Viewer PLUS does not conform to our published specifications during the warranty coverage period, IDEXX will replace the cabinet at our own expense with a new or a serviceable used cabinet that is functionally equivalent or superior to a new cabinet in performance, provided that:

- a. You contact the IDEXX Water technical support team as set out in Section 5 below of these Offering Specific Terms, and that team determines that the reported failure cannot be resolved remotely;
- b. You comply with all of your obligations set out in these Offering Specific Terms; and
- c. None of the exclusion grounds set out in Section 6 below of these Offering Specific Terms apply.

For clarity, the standard practice under the extended warranty is for IDEXX to replace, and not to repair, the cabinets under extended warranty coverage when the failure of the cabinet cannot be resolved remotely, as determined by the IDEXX Water technical support team. However, IDEXX may, in its sole discretion, elect to repair the cabinet instead of replacing it, with new parts or serviceable used parts that are equivalent or superior to new parts in performance.

Note that the extended warranty may not be available in your region.

3. Eligibility period: The extended warranty is available for purchase any time during IDEXX's standard warranty period (being twelve (12) months or as otherwise specified in the One IDEXX Master Terms). IDEXX may, in its sole discretion, elect to offer the extended warranty to you after the twelve-month period following your purchase of the cabinet, but is not obligated to do so. In addition, if the cabinet is not under warranty and is not currently covered by extended warranty, we may at our option inspect the cabinet before we agree to offer the extended warranty to you. We may charge you our then-standard rates for such inspection or vary your extended warranty fee accordingly.

4. Coverage Period (Four-Year Term): The extended warranty covers the cabinet for four (4) years following the expiration date of the IDEXX's standard warranty period. For example, if the standard warranty period is twelve (12) months and the extended warranty is purchased during such twelve-month period, the cabinet is covered under warranty for five (5) years from the date of purchase. For the avoidance of doubt, if you purchase the extended warranty after the expiration date of IDEXX's standard warranty period, the extended warranty coverage period shall begin on the date of your payment for the extended warranty and expire four (4) years from the expiration date of IDEXX's standard warranty period (that is, your extended warranty coverage will be shorter than four (4) years).

5. Contact with the Technical Support Team: Diagnosis of the Reported Failure: In case of malfunction, you must first contact the IDEXX Water technical support team by telephone at our number provided in your Product Documentation (as defined in Section 6 below) or via other established communication channels as may be provided by IDEXX. The IDEXX Water technical support team is available during our normal business hours, Monday through Friday, except holidays. To assist IDEXX with diagnosing the reported failure, you will be required to provide reasonable supporting data and to document the condition of the cabinet with pictures or videos, and you agree to provide such data or documentation to IDEXX upon request. We may also require that you contact the IDEXX Water technical support team via video conferencing software for the purpose of diagnosing the reported failure.

We will make reasonable efforts to determine the nature of the failure, and whether the failure can be resolved remotely, as quickly as possible, but this may mean that you have a period of time without the use of the cabinet while the reported failure is being assessed. IDEXX may, in its sole discretion, elect to send you a loaner cabinet while IDEXX assesses the reported failure, but is not obligated to do so.

If appropriate, the IDEXX Water technical support team will guide you to attempt to correct the reported failure yourself. If remote support is not successful, or if we determine that remote support is not feasible, we will give you further instructions. If we determine that replacing the cabinet is the appropriate solution, a replacement cabinet will be shipped to you at our expense, and we will make reasonable efforts to deliver the replacement UV Viewer PLUS in an expedient manner. IDEXX may also elect to repair the cabinet. However, we have no obligation to provide on-site service.

6. Your Maintenance of the Cabinet; Exclusions for Improper Use, Etc.: You must take reasonable care of the cabinet, maintain it in a clean and appropriate environment and carry out the routine maintenance as recommended by us in the applicable technical documentation, specifications, labeling, package inserts, user guide, operating instructions or other similar information or documentation communicated or provided to you from time to time (the "Product Documentation"). The extended warranty does not cover cabinets which have not been used in accordance with the Product Documentation throughout their entire life.

We cannot assure you of the performance of the cabinets if you use them other than in strict accordance with the Product Documentation or if you use them on or in conjunction with products or services not provided and configured by us. FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON THE CABINETS VOIDS THESE OFFERING SPECIFIC TERMS AND OUR OBLIGATIONS TO YOU. If for any period you are not covered by our extended warranty and wish to start or resume such coverage, resumption will be at our discretion, and we may charge you the warranty fee for any period you were not covered.

The extended warranty does not cover damage resulting from any causes external to the cabinets, such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; or repairs or modifications not made by us or our authorized service providers or made under our direction and advisement. We will provide extended warranty, by replacing the cabinet or otherwise, only to the extent required for proper functioning of the cabinet; cosmetic damage to the cabinet is not covered.

7. All-inclusive Fee: The fee you pay for the extended warranty is an all-inclusive price. The cost to diagnose the cabinet failure is included in such fee and thus will not be invoiced separately. Cost of the extended warranty will not be itemized by component (e.g., diagnosis vs. replacement cost). Please contact your local IDEXX sales representative for more information on the fees applicable to the extended warranty.

8. Termination: The extended warranty may be terminated by either party upon sixty (60) days' written notice to the other. If it is terminated by you without cause or by us due to your breach of these Offering Specific Terms, you shall not be entitled to any refund of any fee paid by you. If the extended warranty is terminated by us without cause, IDEXX shall refund to you a pro rata portion of any fee paid. We reserve the right to refuse to provide extended warranty to you if you are in breach of these Offering Specific Terms or if your account with any IDEXX company for any product or service is delinquent.

UV Viewer PLUS Udvidet garanti Servicevilkår

Nedenstående Tilbudsspecifikke Vilkår udgør en del af One IDEXX Hovedvilkår og er hermed indarbejdet heri.

Disse tilbudsspecifikke vilkår gælder for den udvidede garanti, der tilbydes af IDEXX Laboratories, Inc. eller et af dets datterselskaber, i det følgende benævnt IDEXX, vi, os og vores, for UV Viewer PLUS-kabinettet ("kabinettet" eller "UV Viewer PLUS"). Ved at underskrive en bestillingsformular, afgive en bestilling på, eller på anden måde acceptere, de udvidede garantiservices, der er identificeret nedenfor, accepterer du disse tilbudsspecifikke vilkår.

1. Dækkede produkter; ændringer: Den udvidede garanti, der er beskrevet i disse tilbudsspecifikke vilkår, dækker UV Viewer PLUS, der er identificeret ved det eller de serienumre, der er angivet på din ordreseddel og/eller faktura i forbindelse med dit køb af den udvidede garanti, og den kan ikke overføres til andre UV Viewer PLUS. Vi forbeholder os retten til at ændre disse tilbudsspecifikke vilkår fra tid til anden, og den version, der er gældende på det tidspunkt, hvor du afgiver din ordre på UV Viewer PLUS, vil være den, der skal gælde for dig.

2. Vores forpligtelse under den udvidede garanti: Hvis du køber den udvidede garanti, og din UV Viewer PLUS ikke overholder vores offentliggjorte specifikationer i garantidækningsperioden, vil IDEXX erstatte

kabinettet for egen regning med et nyt eller et brugt, funktionsdygtigt kabinet, der funktionelt svarer til eller er bedre end et nyt kabinet i ydeevne, forudsat at:

- a. Du kontakter IDEXX Waters tekniske supportteam som beskrevet i afsnit 5 nedenfor i disse tilbudsspecifikke vilkår, og dette team vurderer, at den rapporterede fejl ikke kan løses eksternt;
- b. Du overholder alle dine forpligtelser, der er beskrevet i disse udbudsspecifikke vilkår
- c. Ingen af de udelukkelsesgrunde, der er anført i afsnit 6 nedenfor i disse tilbudsspecifikke vilkår, finder anvendelse.

For at skabe klarhed er standardpraksis under den udvidede garanti, at IDEXX udskifter og ikke reparerer kabinetterne under den udvidede garantidækning, når fejlen på kabinettet ikke kan løses eksternt, som vurderet af IDEXX Waters tekniske supportteam. IDEXX kan dog efter eget skøn vælge at reparere kabinettet i stedet for at udskifte det med nye dele eller brugte, funktionsdygtige dele, der er ækvivalente med eller bedre end nye dele i ydeevne.

Bemærk, at den udvidede garanti muligvis ikke er tilgængelig i din region.

3. Berettigelsesperiode: Den udvidede garanti kan købes når som helst i løbet af IDEXX' standardgarantiperiode (som er tolv (12) måneder eller som angivet i One IDEXX Master Terms). IDEXX kan efter eget skøn vælge at tilbyde dig den udvidede garanti efter de tolv måneder, der følger efter dit køb af skabet, men er ikke forpligtet til at gøre det. Derudover, hvis skabet ikke er dækket af garanti og ikke i øjeblikket er dækket af en udvidet garanti, kan vi efter eget valg inspicere skabet, inden vi accepterer at tilbyde dig den udvidede garanti. Vi forbeholder os retten til at opkræve vores gældende standardpriser for en sådan inspektion eller justere prisen for din udvidede garanti i overensstemmelse hermed.

4. Dækningsperiode (fireårig periode): Den udvidede garanti dækker kabinettet i fire (4) år efter udløbsdatoen for IDEXX's standard garantiperiode. Hvis standardgarantiperioden f.eks. er tolv (12) måneder, og den udvidede garanti købes inden for denne tolv-måneders periode, er kabinettet dækket af garantien i fem (5) år fra købsdatoen. For at undgå tvivl: Hvis du køber den udvidede garanti efter udløbsdatoen for IDEXX' standard garantiperiode, begynder dækningsperioden for den udvidede garanti på datoen for din betaling for den udvidede garanti og udløber fire (4) år efter standard garantiperiodens udløbsdato (dvs. at din dækningsperiode for den udvidede garanti vil være kortere end fire (4) år).

5. Kontakt med det tekniske supportteam; diagnosticering af den rapporterede fejl: I tilfælde af funktionsfejl skal du først kontakte IDEXX Waters tekniske supportteam pr. telefon på vores nummer, som fremgår af din produktdokumentation (som defineret i afsnit 6 nedenfor), eller via andre etablerede kommunikationskanaler, som måtte blive stillet til rådighed af IDEXX. IDEXX Waters tekniske supportteam er tilgængeligt inden for vores normale åbningstider, mandag til fredag, undtagen helligdage. For at hjælpe IDEXX med at diagnosticere den rapporterede fejl, vil du blive bedt om at levere rimelige støttedata og dokumentere skabets tilstand med billeder eller videoer, og du accepterer at levere sådanne data eller dokumentation til IDEXX efter anmodning. Vi kan også kræve, at du kontakter IDEXX Water's tekniske supportteam via videokonference-software med henblik på at diagnosticere den rapporterede fejl.

Vi vil gøre en rimelig indsats for at fastslå fejlens natur og vurdere, om fejlen kan løses eksternt, så hurtigt som muligt. Dette kan dog betyde, at du i en periode ikke kan bruge kabinettet, mens den

rapporterede fejl vurderes. IDEXX kan efter eget skøn vælge at sende dig et lånekabinet, mens IDEXX vurderer den rapporterede fejl, men er ikke forpligtet til at gøre det.

Hvis det er relevant, vil IDEXX Waters tekniske supportteam vejlede dig i at forsøge at rette den rapporterede fejl selv. Hvis fjernsupport ikke lykkes, eller hvis vi vurderer, at fjernsupport ikke er muligt, vil vi give dig yderligere instruktioner. Hvis vi vurderer, at en udskiftning af kabinettet er den rette løsning, vil et erstatningskabinet blive sendt til dig for vores regning, og vi vil gøre en rimelig indsats for at levere erstatnings-UV Viewer PLUS på en hensigtsmæssig måde. IDEXX kan også vælge at reparere kabinettet. Vi har dog ingen forpligtelse til at yde service på stedet.

6. Din vedligeholdelse af kabinettet; undtagelser for forkert brug osv.: Du skal tage rimelig vare på kabinettet, vedligeholde det i et rent og passende miljø og udføre den rutinemæssige vedligeholdelse, som anbefalet af os i den gældende tekniske dokumentation, specifikationer, mærkning, indlægssedler, brugervejledning, betjeningsvejledning eller anden lignende information eller dokumentation, der kommunikerer eller leveres til dig fra tid til anden ("Produktdokumentation"). Den udvidede garanti dækker ikke skade, som ikke er blevet brugt i overensstemmelse med Produktdokumentationen i hele deres levetid.

Vi kan ikke garantere kabinettets ydeevne, hvis du bruger det på anden måde end i nøje overensstemmelse med Produktdokumentationen, eller hvis du bruger det sammen med produkter eller tjenester, der ikke er leveret og konfigureret af os. **HVIS DU IKKE BRUGER VORES AUTORISEREDE PRODUKTER ELLER TJENESTER I ELLER PÅ SKABENE, BORTFALDER DISSE TILBUDSSPECIFIKKE VILKÅR OG VORES FORPLIGTELSE OVER FOR DIG.** Hvis du i en periode ikke er dækket af vores udvidede garanti og ønsker at starte eller genoptage en sådan dækning, vil genoptagelse ske efter vores skøn, og vi kan opkræve garantigebyr for den periode, hvor du ikke var dækket.

Den udvidede garanti dækker ikke skader, der skyldes årsager uden for kabinettet, såsom forsømmelse eller forkert brug eller håndtering, uheld, ekstern elektrisk fejl, manglende overholdelse af pakke- eller forsendelsesinstruktioner, brug af uautoriserede produkter sammen med vores produkter eller reparationer eller ændringer, der ikke er foretaget af os eller vores autoriserede serviceudbydere eller foretaget under vores vejledning og rådgivning. Vi yder kun udvidet garanti ved at udskifte kabinettet eller på anden måde, i det omfang det er nødvendigt for at kabinettet fungerer korrekt; kosmetiske skader på kabinettet dækkes ikke.

7. Gebyr med alt inklusive: Det gebyr, du betaler for den udvidede garanti, er en altomfattende pris. Omkostningerne ved at diagnosticere kabinettets fejl er inkluderet i dette gebyr og vil derfor ikke blive faktureret separat. Omkostningerne for den udvidede garanti vil ikke blive specificeret efter komponent (f.eks. diagnose vs. udskiftningsomkostninger). Kontakt venligst din lokale IDEXX-salgsrepræsentant for at få flere oplysninger om de gebyrer, der gælder for den udvidede garanti.

8. Opsigelse: Den udvidede garanti kan opsiges af begge parter med tres (60) dages skriftligt varsel til den anden part. Hvis garantien opsiges af dig uden grund, eller af os på grund af din overtrædelse af disse tilbudsspecifikke vilkår, er du ikke berettiget til refusion af noget gebyr, som du har betalt. Hvis den udvidede garanti opsiges af os uden grund, skal IDEXX refundere dig en forholdsmæssig del af eventuelt betalt gebyr. Vi forbeholder os retten til at nægte at tilbyde den udvidede garanti til dig, hvis du overtræder disse tilbudsspecifikke vilkår, eller hvis din konto hos en IDEXX-virksomhed for et produkt eller en tjeneste er i restance.

UV-Viewer PLUS Erweiterte Garantiebedingungen

Die nachstehenden Besonderen Angebotsbedingungen sind Teil der [IDEXX-Master Terms](#) und werden hiermit in diese aufgenommen.

Diese Besonderen Angebotsbedingungen gelten für die von IDEXX Laboratories, Inc. oder einem seiner verbundenen Unternehmen, im Folgenden als IDEXX, wir, uns und unser bezeichnet, angebotene erweiterte Garantie für das UV-Viewer PLUS-Gerät ("das Gerät" oder "UV-Viewer PLUS"). Mit der Unterzeichnung eines Bestellformulars oder der Bestellung oder anderweitigen Annahme der nachstehend genannten erweiterten Garantieleistungen erklären Sie sich mit diesen Besonderen Angebotsbedingungen einverstanden.

1. Abgedeckte Produkte; Modifikationen: Die in diesen Besonderen Angebotsbedingungen dargelegte erweiterte Garantie gilt für das UV-Viewer PLUS-Gerät, das durch die Seriennummer(n) identifiziert wird, die auf Ihrem Bestellformular und/oder der Rechnung für den Erwerb der erweiterten Garantie angegeben ist/sind, und ist nicht auf andere UV-Viewer PLUS-Geräte übertragbar. Wir behalten uns das Recht vor, diese Besonderen Angebotsbedingungen von Zeit zu Zeit zu ändern, wobei die zum Zeitpunkt Ihrer Bestellung des UV-Viewer PLUS-Geräts gültige Version für Sie gilt

2. Unsere erweiterte Garantieverpflichtung: Sofern Sie die erweiterte Garantie erworben haben und Ihr UV-Viewer PLUS-Gerät während des Garantiezeitraums nicht den von uns veröffentlichten Spezifikationen entspricht, ersetzt IDEXX das Gerät auf eigene Kosten durch ein neues oder ein gebrauchsfähiges Gerät, das funktionell gleichwertig oder leistungsfähiger als ein neues Gerät ist, vorausgesetzt:

- a. Sie wenden sich an das technische Support-Team von IDEXX Water, wie in Abschnitt 5 dieser Angebotsbedingungen beschrieben, und dieses Team stellt fest, dass der gemeldete Fehler nicht per Fernzugriff behoben werden kann;
- b. Sie erfüllen alle Ihre Verpflichtungen, die in diesen Besonderen Angebotsbedingungen aufgeführt sind;
- c. Keiner der in nachstehendem Abschnitt 6 dieser Besonderen Angebotsbedingungen genannten Ausschlussgründe findet Anwendung.

Zur Klarstellung: Die Standardpraxis im Rahmen der erweiterten Garantie ist, dass IDEXX die unter die erweiterte Garantie fallenden Geräte austauscht und nicht repariert, sofern der Defekt des Geräts nach Feststellung des technischen Support-Teams von IDEXX Water nicht per Fernzugriff behoben werden kann. IDEXX kann sich jedoch nach eigenem Ermessen dafür entscheiden, das Gerät zu reparieren, anstatt es zu ersetzen, und zwar mit neuen Teilen oder brauchbaren gebrauchten Teilen, die in ihrer Leistung neuen Teilen gleichwertig oder überlegen sind.

Beachten Sie, dass die erweiterte Garantie in Ihrer Region möglicherweise nicht verfügbar ist.

3. Zeitraum der Anspruchsberechtigung: Die erweiterte Garantie kann jederzeit während der Standardgarantiezeit von IDEXX (zwölf (12) Monate oder wie in den One IDEXX-Master Terms angegeben) erworben werden. IDEXX kann sich nach eigenem Ermessen dafür entscheiden, Ihnen die erweiterte Garantie auch nach dem Zwölfmonatszeitraum nach dem Kauf des Geräts anzubieten, ist jedoch nicht dazu verpflichtet. Auch können wir, sofern das Gerät nicht unter die Garantie fällt und derzeit nicht durch die erweiterte Garantie abgedeckt ist, das Gerät nach eigenem Ermessen inspizieren,

bevor wir uns bereit erklären, Ihnen die erweiterte Garantie anzubieten. Wir können Ihnen für eine solche Inspektion unsere zu diesem Zeitpunkt üblichen Preise in Rechnung stellen oder die Gebühr für die erweiterte Garantie entsprechend anpassen.

4. Deckungszeitraum (Vier-Jahres-Laufzeit): Die erweiterte Garantie erstreckt sich für Geräte auf vier (4) Jahre ab dem Ablaufdatum der Standardgarantie von IDEXX . Sofern die Standardgarantiezeit beispielsweise zwölf (12) Monate beträgt und die erweiterte Garantie während dieser zwölf Monate erworben wird, erstreckt sich die Garantie für das Gerät ab dem Kaufdatum auf fünf (5) Jahre. Zur Klarstellung: Sofern Sie die erweiterte Garantie nach dem Ablaufdatum der Standard-Garantiezeit von IDEXX erwerben, beginnt die erweiterte Garantiezeit mit dem Datum Ihrer Zahlung für die erweiterte Garantie und endet vier (4) Jahre nach dem Ablaufdatum der Standard-Garantiezeit von IDEXX (d.h. Ihre erweiterte Garantiezeit ist kürzer als vier (4) Jahre).

5. Kontaktaufnahme mit dem technischen Support-Team; Diagnose des gemeldeten Fehlers: Im Falle einer Fehlfunktion müssen Sie zunächst das technische Support-Team von IDEXX Water telefonisch unter der in Ihrer Produktdokumentation angegebenen Nummer (wie in Abschnitt 6 nachstehend definiert) oder über andere von IDEXX bereitgestellte Kommunikationskanäle kontaktieren. Das technische Support-Team von IDEXX Water steht Ihnen während der normalen Geschäftszeiten von Montag bis Freitag, außer an Feiertagen, zur Verfügung. Um IDEXX bei der Diagnose des gemeldeten Defekts zu unterstützen, werden Sie aufgefordert, angemessene Daten zur Verfügung zu stellen und den Zustand des Geräts mit Bildern oder Videos zu dokumentieren, und Sie erklären sich damit einverstanden, IDEXX diese Daten oder Unterlagen auf Anfrage zur Verfügung zu stellen. Wir können auch verlangen, dass Sie das technische Support-Team von IDEXX Water per Videokonferenzsoftware kontaktieren, um die gemeldete Fehlfunktion zu diagnostizieren.

Wir werden uns in angemessener Weise bemühen, die Art der Fehlfunktion zu ermitteln und festzustellen, ob der Fehler so schnell wie möglich per Fernzugriff behoben werden kann, was jedoch bedeuten kann, dass Sie das Gerät eine Zeit lang nicht benutzen können, während die gemeldete Fehlfunktion geprüft wird. IDEXX kann Ihnen nach eigenem Ermessen ein Leihgerät zur Verfügung stellen, während IDEXX die gemeldete Fehlfunktion prüft, ist jedoch nicht hierzu verpflichtet.

Gegebenenfalls wird das technische Support-Team von IDEXX Water Sie anleiten, den gemeldeten Fehler selbst zu beheben. Sofern der Fernzugriff nicht erfolgreich ist oder sofern wir feststellen, dass der Fernzugriff nicht durchführbar ist, werden wir Ihnen weitere Anweisungen geben. Sofern wir feststellen, dass der Austausch des Geräts die geeignete Lösung ist, wird ein Ersatzgerät auf unsere Kosten an Sie versandt, und wir werden angemessene Anstrengungen unternehmen, um den Ersatz-UV-Viewer PLUS so schnell wie möglich zu liefern. IDEXX kann sich auch für die Reparatur des Geräts entscheiden. Wir sind jedoch nicht verpflichtet, einen Vor-Ort-Service anzubieten.

6. Wartung des Geräts durch Sie; Ausschlüsse bei unsachgemäßer Nutzung, etc.: Sie haben das Gerät angemessen zu pflegen, es in einer sauberen und angemessenen Umgebung aufzubewahren und die routinemäßigen Wartungsarbeiten durchzuführen, wie von uns in den anwendbaren technischen Unterlagen, Spezifikationen, Beschriftungen, Packungsbeilagen, Benutzerhandbüchern, Bedienungsanleitungen oder anderen ähnlichen Informationen oder Unterlagen empfohlen, die Ihnen von Zeit zu Zeit mitgeteilt oder zur Verfügung gestellt werden (die "Produktdokumentation"). Die erweiterte Garantie gilt nicht für Geräte, die während ihrer gesamten Lebensdauer nicht in Übereinstimmung mit der Produktdokumentation genutzt wurden.

Wir können Ihnen die Leistung der Geräte nicht zusichern, sofern Sie diese nicht in strikter Übereinstimmung mit der Produktdokumentation verwenden oder sofern Sie diese auf oder in Verbindung mit Produkten oder Dienstleistungen verwenden, die nicht von uns bereitgestellt und konfiguriert wurden. SOFERN SIE NICHT AUSSCHLIESSLICH UNSERE AUTORISIERTEN PRODUKTE UND DIENSTLEISTUNGEN IN ODER AN DEN GERÄTEN VERWENDEN, WERDEN DIESE BESONDEREN ANGEBOTSBEDINGUNGEN UND UNSERE VERPFLICHTUNGEN IHNEN GEGENÜBER HINFÄLLIG. Sofern Sie für einen bestimmten Zeitraum unsere erweiterte Garantie nicht genießen und eine solche Abdeckung beginnen oder wieder aufnehmen möchten, liegt die Wiederaufnahme in unserem Ermessen, und wir können Ihnen die Garantiegebühr für den Zeitraum, der nicht abgedeckt war, in Rechnung stellen.

Die erweiterte Garantie deckt keine Schäden ab, die auf gerätexterne Ursachen zurückzuführen sind, wie z. B. Fahrlässigkeit oder unsachgemäße Nutzung oder Handhabung, Unfälle, externe Stromausfälle, Nichtbeachtung der Verpackungs- oder Versandanweisungen, Verwendung nicht autorisierter Produkte in Verbindung mit unseren Produkten oder Reparaturen oder Änderungen, die nicht von uns oder unseren autorisierten Dienstleistern oder unter unserer Anleitung und Beratung vorgenommen wurden. Wir gewähren eine erweiterte Garantie durch Austausch des Geräts oder auf andere Weise nur in dem Umfang, der für die ordnungsgemäße Funktion des Geräts erforderlich ist; kosmetische Schäden am Gerät sind nicht abgedeckt.

7. All-inclusive-Gebühr: Die Gebühr, die Sie für die erweiterte Garantie zahlen, ist ein Pauschalpreis. Die Kosten für die Diagnose des Gerätedefekts sind in dieser Gebühr enthalten und werden daher nicht separat in Rechnung gestellt. Die Kosten für die erweiterte Garantie werden nicht nach Komponenten aufgeschlüsselt (z. B. Diagnose vs. Ersatzkosten). Bitte wenden Sie sich an Ihren IDEXX-Vertriebsmitarbeiter vor Ort, um weitere Informationen zu den Gebühren für die erweiterte Garantie zu erhalten.

8. Beendigung: Die erweiterte Garantie kann von jeder Partei mit einer Frist von sechzig (60) Tagen durch schriftliche Mitteilung an die andere Partei gekündigt werden. Wird sie von Ihnen ohne Grund oder von uns aufgrund eines Verstoßes gegen diese Angebotsbedingungen gekündigt, haben Sie keinen Anspruch auf Erstattung der von Ihnen gezahlten Gebühren. Sofern die erweiterte Garantie von uns ohne Grund gekündigt wird, erstattet IDEXX Ihnen einen anteiligen Betrag der gezahlten Gebühr. Wir behalten uns das Recht vor, Ihnen die erweiterte Garantie zu verweigern, sofern Sie gegen diese Angebotsbedingungen verstoßen oder sofern Ihr Konto bei einem IDEXX-Unternehmen für ein Produkt oder eine Dienstleistung im Verzug ist.

Condiciones de servicio de garantía extendida de UV Viewer PLUS

Las Condiciones Específicas de la Oferta que figuran a continuación forman parte de las [Condiciones Generales de One IDEXX](#) y se incorporan a las mismas.

Las presentes Condiciones Específicas de la Oferta se aplican a la garantía extendida ofrecida por IDEXX Laboratories, Inc. o una de sus filiales, denominadas en el presente documento IDEXX, nosotros, nos y nuestro, para la cabina del UV Viewer PLUS ("la cabina" o "UV Viewer PLUS"). Al firmar un formulario de pedido, realizar un pedido o aceptar de cualquier otro modo los servicios de garantía extendida que se identifican a continuación, usted acepta las presentes Condiciones Específicas de la Oferta.

1. Productos cubiertos; modificaciones: La garantía extendida establecida en estas Condiciones Específicas de la Oferta cubre el UV Viewer PLUS identificado por el número o números de serie especificados en su formulario de pedido y/o factura relativa a su compra de la garantía extendida, y no es transferible a otro UV Viewer PLUS. Nos reservamos el derecho a modificar estas Condiciones de la oferta de vez en cuando, y se le aplicará la versión vigente en el momento en que realice el pedido del visor UV

2. Nuestro compromiso de garantía extendida: Si adquiere la garantía extendida y su UV Viewer PLUS no cumple nuestras especificaciones publicadas durante el periodo de cobertura de la garantía, IDEXX sustituirá la cabina, corriendo con los gastos, por una cabina nueva o una usada reparable que sea funcionalmente equivalente o superior a una cabina nueva en rendimiento, siempre que:

a. Usted se ponga en contacto con el equipo de asistencia técnica de IDEXX Water, tal y como se establece en la Sección 5 de las presentes Condiciones Específicas de la Oferta, y dicho equipo determina que el fallo notificado no puede resolverse de forma remota;

b. Usted cumple todas las obligaciones establecidas en las presentes Condiciones Específicas de la Oferta

c. No será de aplicación ninguna de las causas de exclusión establecidas en el apartado 6 de las presentes Condiciones Específicas de la Oferta.

Para mayor claridad, la práctica habitual en el marco de la garantía extendida es que IDEXX sustituya, y no repare, las cabinas bajo cobertura de garantía extendida cuando el fallo de la cabina no pueda resolverse de forma remota, según determine el equipo de asistencia técnica de IDEXX Water. No obstante, IDEXX podrá, a su entera discreción, optar por reparar la cabina en lugar de sustituirla, con piezas nuevas o piezas usadas reparables que sean equivalentes o superiores a las piezas nuevas en cuanto a rendimiento.

Tenga en cuenta que es posible que la garantía extendida no esté disponible en su región.

3. Periodo de elegibilidad: La garantía extendida está disponible para su compra en cualquier momento durante el periodo de garantía estándar de IDEXX (que es de doce (12) meses o según se especifique de otro modo en las Condiciones Generales de One IDEXX). IDEXX podrá, a su entera discreción, optar por ofrecerle la garantía extendida después del periodo de doce meses siguiente a la compra de la cabina, pero no está obligada a hacerlo. Además, si la cabina no está en garantía y no está actualmente cubierta por la garantía extendida, podremos, a nuestra discreción, inspeccionar la cabina antes de aceptar ofrecerle la garantía extendida. Podremos cobrarle nuestras tarifas estándar en ese momento por dicha inspección o variar su tarifa de garantía extendida en consecuencia.

4. Periodo de cobertura (Plazo de cuatro años): La garantía extendida cubre la cabina durante cuatro (4) años a partir de la fecha de vencimiento del periodo de garantía estándar de IDEXX. Por ejemplo, si el periodo de garantía estándar es de doce (12) meses y la garantía extendida se adquiere durante dicho periodo de doce meses, la cabina estará cubierta por la garantía durante cinco (5) años a partir de la fecha de compra. Para evitar dudas, si adquiere la garantía extendida después de la fecha de vencimiento del periodo de garantía estándar de IDEXX, el periodo de cobertura de la garantía extendida comenzará en la fecha de su pago por la garantía extendida y expirará cuatro (4) años después de la fecha de vencimiento del periodo de garantía estándar de IDEXX (es decir, la cobertura de su garantía extendida será inferior a cuatro (4) años).

5. Contacto con el Equipo de Asistencia Técnica; Diagnóstico del Fallo Notificado: En caso de avería, deberá ponerse en contacto en primer lugar con el equipo de asistencia técnica de IDEXX Water por teléfono en nuestro número facilitado en su Documentación del Producto (tal y como se define en la Sección 6 siguiente) o a través de otros canales de comunicación establecidos que pueda facilitar IDEXX. El equipo de asistencia técnica de IDEXX Water está disponible durante nuestro horario comercial habitual, de lunes a viernes, excepto días festivos. Para ayudar a IDEXX a diagnosticar el fallo notificado, se le pedirá que proporcione datos de apoyo razonables y que documente el estado de la cabina con fotografías o vídeos, y usted se compromete a facilitar dichos datos o documentación a IDEXX cuando ésta lo solicite. También podremos solicitarle que se ponga en contacto con el equipo de asistencia técnica de IDEXX Water a través de un software de videoconferencia con el fin de diagnosticar el fallo notificado.

Realizaremos esfuerzos razonables para determinar la naturaleza del fallo, y si el fallo puede resolverse de forma remota, lo más rápidamente posible, pero esto puede significar que tenga un periodo de tiempo sin utilizar la cabina mientras se evalúa el fallo notificado. IDEXX podrá, a su entera discreción, optar por enviarle una cabina en préstamo mientras IDEXX evalúa el fallo comunicado, pero no está obligada a hacerlo.

Si procede, el equipo de asistencia técnica de IDEXX Water le guiará para que intente corregir usted mismo el fallo notificado. Si la asistencia remota no tiene éxito, o si determinamos que la asistencia remota no es factible, le daremos más instrucciones. Si determinamos que la sustitución de la cabina es la solución adecuada, se le enviará una cabina de sustitución a nuestra costa, y haremos todos los esfuerzos razonables para entregarle el UV Viewer PLUS de sustitución de forma expeditiva. IDEXX también puede optar por reparar la cabina. Sin embargo, no tenemos ninguna obligación de prestar servicio in situ.

6. Su mantenimiento de la cabina; exclusiones por uso inadecuado, etc.: Usted debe cuidar razonablemente la cabina, mantenerla en un entorno limpio y adecuado y llevar a cabo el mantenimiento rutinario recomendado por nosotros en la documentación técnica aplicable, las especificaciones, el etiquetado, los prospectos, la guía del usuario, las instrucciones de funcionamiento u otra información o documentación similar que se le comunique o proporcione ocasionalmente (la "Documentación del producto"). La garantía extendida no cubre las cabinas que no hayan sido utilizadas de acuerdo con la Documentación del Producto durante toda su vida útil.

No podemos garantizarle el desempeño de las cabinas si las utiliza de forma distinta a la estrictamente indicada en la Documentación del Producto o si las utiliza en o junto con productos o servicios no suministrados ni configurados por nosotros. EL HECHO DE NO UTILIZAR ÚNICAMENTE NUESTROS PRODUCTOS O SERVICIOS AUTORIZADOS EN O SOBRE LAS CABINAS ANULA ESTAS CONDICIONES ESPECÍFICAS DE LA OFERTA Y NUESTRAS OBLIGACIONES PARA CON USTED. Si durante algún periodo usted no está cubierto por nuestra garantía extendida y desea iniciar o reanudar dicha cobertura, la reanudación quedará a nuestra discreción, y podremos cobrarle la tarifa de garantía correspondiente a cualquier periodo en el que usted no estuviera cubierto.

La garantía extendida no cubre los daños resultantes de cualquier causa externa a las cabinas, como negligencia o uso o manipulación inadecuados; accidente; fallo eléctrico externo; incumplimiento de las instrucciones de embalaje o envío; uso de productos no autorizados junto con nuestros productos; o reparaciones o modificaciones no realizadas por nosotros o nuestros proveedores de servicios.

autorizados o realizadas bajo nuestra dirección y asesoramiento. Proporcionaremos una garantía extendida, mediante la sustitución de la cabina o de otro modo, sólo en la medida necesaria para el correcto funcionamiento de la cabina; los daños estéticos de la cabina no están cubiertos.

7. Tarifa todo incluido: La tarifa que usted paga por la garantía extendida es un precio con todo incluido. El coste del diagnóstico del fallo de la cabina está incluido en dicha tarifa y, por tanto, no se facturará por separado. El coste de la garantía extendida no se desglosará por componentes (por ejemplo, coste de diagnóstico frente a coste de sustitución). Póngase en contacto con su representante de ventas local de IDEXX para obtener más información sobre las tarifas aplicables a la garantía extendida.

8. Rescisión: La garantía extendida podrá ser rescindida por cualquiera de las partes mediante notificación por escrito a la otra con sesenta (60) días de antelación. Si es rescindida por usted sin causa o por nosotros debido al incumplimiento por su parte de las presentes Condiciones Específicas de la Oferta, no tendrá derecho al reembolso de ninguna tarifa pagada por usted. Si la garantía extendida es rescindida por nosotros sin causa, IDEXX le reembolsará una parte prorrateada de cualquier tarifa pagada. Nos reservamos el derecho a negarnos a la garantía extendida si incumple las presentes Condiciones Específicas de la Oferta o si su cuenta con cualquier empresa de IDEXX por cualquier producto o servicio es morosa.

UV Viewer PLUS -laajennetun takuun käyttöehdot

Jäljempänä olevat tarjouksen erityisehdot ovat osa One IDEXX -yleisehtoja, ja ne sisällytetään täten niihin.

Näitä tarjouksen erityisehtoja sovelletaan laajennettuun takuuseen, jonka tarjoaa IDEXX Laboratories, Inc. tai jokin sen tytäryhtiöistä, jäljempänä IDEXX, me, meitä ja meidän, UV Viewer PLUS -kaapille ("kaappi" tai "UV Viewer PLUS"). Allekirjoittamalla tilauslomakkeen tai tekemällä tilauksen tai muulla tavoin hyväksymällä jäljempänä mainitut laajennetut takuupalvelut hyväksyt nämä erityistarjousehdot.

1. Takuun kattamat tuotteet; muutokset: Näissä tarjouskohtaisissa ehdoissa määritelty laajennettu takuu kattaa UV Viewer PLUS -laitteen, joka on yksilöity tilauslomakkeessa (-lomakkeissa) ja/tai laajennetun takuun ostamiseen liittyvässä laskussa ilmoitetulla sarjanumerolla (-numeroilla), eikä sitä voi siirtää koskemaan muita UV Viewer PLUS -laitteita. Pidätämme oikeuden muuttaa näitä tarjouskohtaisia ehtoja ajoittain, ja sinun oikeuksiisi sovelletaan UV Viewer PLUS -laitteen tilauksen tekohetkellä voimassa olevaa versiota.

2. Laajennettu takuusitoumuksemme: Jos ostat laajennetun takuun, ja takuun voimassaoloaikana UV Viewer PLUS -kaappi ei vastaa julkaistuja määrittelyjämme, IDEXX korvaa kaapin omalla kustannuksellaan uudella tai käyttökuntoisella käytetyllä kaapilla, joka vastaa toiminnallisesti uutta kaappia tai on suorituskvyyltään parempi, edellyttäen, että:

- a. otat yhteyttä IDEXX Waterin tekniseen tukitiimiin näiden tarjouksen erityisehtojen jäljempänä olevassa kohdassa 5 esitetyllä tavalla, ja kyseinen tiimi toteaa, että raportoitua vikaa ei voida ratkaista etäyhteydellä;
- b. noudatat kaikkia näissä erityistarjousehdoissa asetettuja velvoitteitasi;
- c. mitään näiden erityistarjousehtojen jäljempänä kohdassa 6 esitetyistä poissulkemisperusteista ei sovelleta.

Selvyyden vuoksi todetaan, että laajennetun takuun mukainen vakiokäytäntö on se, että IDEXX vaihtaa, ei korjaa, laajennetun takuun piiriin kuuluvat kaapit, kun kaapin vikaa ei voida ratkaista etäyhteydellä IDEXX Waterin teknisen tukitiimin määrittelemällä tavalla. IDEXX voi kuitenkin oman harkintansa mukaan valita, että se vaihtamisen sijaan korjaa kaapin uusilla osilla tai käyttökelpoisilla käytetyillä osilla, jotka ovat suorituskvyyllään uusia osia vastaavia tai parempia.

Huomaa, että laajennettu takuu ei välttämättä ole saatavilla alueellasi.

3. Tukikelpoisuus aika: Laajennettu takuu on ostettavissa milloin tahansa IDEXXin tavanomaisen takuuajan (joka on kaksitoista (12) kuukautta tai kuten One IDEXX Master Terms -yleisohjeissa on muutoin määritetty). IDEXX voi oman harkintansa mukaan tarjota laajennetun takuun sinulle kaapin ostamista seuraavan kahdentoista kuukauden jakson jälkeen, mutta ei ole velvollinen tekemään niin. Jos kaappi ei ole takuun piirissä eikä tällä hetkellä kuulu laajennetun takuun piiriin, voimme lisäksi valintamme mukaan tarkastaa kaapin ennen kuin suostumme tarjoamaan sinulle laajennetun takuun. Voimme veloittaa tällaisesta tarkastuksesta kulloinkin voimassa olevan vakiohintamme tai muuttaa laajennetun takuun maksua vastaavasti.

4. Vakuutuskausi (nelivuotiskausi): Laajennettu takuu kattaa kaapin neljän (4) vuoden ajan IDEXXin tavanomaisen takuukauden päättymispäivästä. Jos esimerkiksi vakiotakuu on kaksitoista (12) kuukautta ja laajennettu takuu ostetaan kyseisen kahdentoista kuukauden jakson aikana, kaappi kuuluu takuun piiriin viiden (5) vuoden ajan ostopäivästä. Epäselvyyksien välttämiseksi, jos ostat laajennetun takuun IDEXXin vakiotakuuajan päättymispäivän jälkeen, laajennetun takuun kattavuus alkaa päivästä, jona maksat laajennetusta takuusta, ja päättyy neljän (4) vuoden kuluttua IDEXXin vakiotakuuajan päättymispäivästä (toisin sanoen laajennettu takuuajasi on lyhyempi kuin neljä (4) vuotta).

5. Yhteydenotto tekniseen tukitiimiin; ilmoitetun vian diagnosointi: Toimintahäiriön ilmetessä sinun on ensin otettava yhteyttä IDEXX Waterin tekniseen tukitiimiin puhelimitse tuotedokumentaatiossasi annettuun numeroon (määritetty jäljempänä kohdassa 6) tai IDEXXin mahdollisesti tarjoamien muiden vakiintuneiden viestintäkanavien kautta. IDEXX Waterin tekninen tukitiimi on tavoitettavissa tavanomaisina työaikoina maanantaista perjantaihin, paitsi juhlapäivinä. Jotta voit auttaa IDEXXiä diagnosoimaan raportoidun vian, sinun on toimitettava asianmukaiset tukitiedot ja dokumentoitava kaapin tila kuvilla tai videoilla sekä sitouduttava pyynnöstä toimittamaan tällaiset tiedot tai dokumentaation IDEXXille. Voimme myös vaatia, että otat yhteyttä IDEXX Waterin tekniseen tukitiimiin videoneuvotteluohjelmiston välityksellä ilmoitetun vian diagnosoimiseksi.

Pyrimme kohtuullisin toimin selvittämään mahdollisimman nopeasti vian luonteen ja sen, voidaanko vika ratkaista etänä, mutta tämä voi tarkoittaa, että joudut olemaan jonkin aikaa käyttämättä kaappia, kun ilmoitettua vikaa tutkitaan. IDEXX voi oman harkintansa mukaan lähettää sinulle lainakaapin, kun IDEXX tutkii ilmoitettua vikaa, mutta ei ole velvollinen tekemään niin.

Tarvittaessa IDEXX Waterin tekninen tukitiimi opastaa sinua yrittämään raportoidun vian korjaamista itse. Jos etätuki ei onnistu tai jos toteamme, että etätuki ei ole mahdollista, annamme sinulle lisäohjeita. Jos päätämme, että kaapin vaihtaminen on asianmukainen ratkaisu, korvaava kaappi toimitetaan sinulle kustannuksellamme, ja pyrimme toimittamaan korvaavan UV Viewer PLUS -laitteen nopeasti. IDEXX voi myös korjata kaapin. Meillä ei kuitenkaan ole velvollisuutta tarjota huoltopalvelua paikan päällä.

6. Kaapin ylläpito; virheellisen käytön yms. poissulkeminen: Sinun on pidettävä kaapista asianmukaista huolta, pidettävä se puhtaana ja asianmukaisessa ympäristössä sekä suoritettava rutiinihuollot, joita olemme suositelleet soveltuviissa teknisissä asiakirjoissa ja määrittelyissä, merkinnöissä, pakkauselosteissa, käyttöoppaassa ja -ohjeissa tai muissa vastaavissa tiedoissa tai asiakirjoissa, jotka on viestitetty tai toimitettu sinulle ajoittain ("tuoteasiakirjat"). Laajennettu takuu ei kata kaappeja, joita ei ole käytetty koko niiden käyttöiän ajan tuoteasiakirjojen mukaisesti.

Emme voi taata kaappien suorituskykyä, jos käytät niitä muulla tavoin kuin täysin tuoteasiakirjojen mukaisesti tai jos käytät niitä tuotteissa tai palveluissa, joita emme ole toimittaneet ja konfiguroineet. JOS KAAPEISSA TAI NIIDEN YHTEYDESSÄ EI KÄYTETÄ AINOASTAAN VALTUUTETTUJA TUOTTEITAMME TAI PALVELUITAMME, NÄMÄ TARJOUKSEN ERITYISEHDOT JA VELVOLLISUUTEMME SINUA KOHTAAN MITÄTÖITYVÄT. Jos et ole jollakin ajanjaksolla kuulunut laajennetun takuun piiriin ja haluat aloittaa takuun tai jatkaa sitä, jatkaminen tapahtuu harkintamme mukaan, ja saatamme veloittaa sinulta takuumaksun ajalta, jolloin et ollut takuun piirissä.

Laajennettu takuu ei kata vaurioita, jotka johtuvat kaapista riippumattomista syistä, kuten huolimattomuudesta tai epäasianmukaisesta käytöstä tai käsittelystä, onnettomuuksista, ulkoisesta sähköviasta, pakkaus- tai kuljetusohjeiden noudattamatta jättämisestä, luvattomien tuotteiden käytöstä yhdessä tuotteidemme kanssa tai korjauksista tai muutoksista, joita me itse tai valtuutetut huoltopalveluntarjoajamme eivät ole tehneet tai joita ei ole tehty ohjeistuksemme ja neuvojemme mukaisesti. Tarjoamme laajennetun takuun, korvaamalla kaapin tai muulla tavoin, vain siinä määrin kuin kaapin moitteeton toiminta edellyttää; kaapin kosmeettiset vauriot eivät kuulu takuun piiriin.

7. All-inclusive-maksu: Takuuajan pidennyksestä maksettava maksu on kokonaishinta. Kaapin vianmäärityskustannukset sisältyvät tähän maksuun, eikä niitä siis laskuteta erikseen. Laajennetun takuun kustannuksia ei eritellä komponentteittain (esim. diagnoosi- vs. korvauskustannukset). Lisätietoja laajennettuun takuuseen sovellettavista maksuista saa paikalliselta IDEXXin myyntiedustajalta.

8. Lopettaminen: Kumpikin osapuoli voi irtisanoa laajennetun takuun kuudenkymmenen (60) päivän kirjallisella ilmoituksella toiselle osapuolelle. Jos irtisanot takuun ilman syytä tai jos me irtisanomme sen, koska olet rikkonut näitä tarjouksen erityisehtoja, sinulla ei ole oikeutta saada takaisin maksamaasi maksua. Jos IDEXX irtisanoo laajennetun takuun ilman syytä, palautamme sinulle maksetun maksun suhteellisen osuuden. Pidätämme oikeuden kieltäytyä myöntämästä sinulle laajennettua takuuta, jos rikot näitä tarjouksen erityisehtoja tai jos maksusi IDEXX-yhtiön jonkin tuotteen tai palvelun osalta on rästissä.

Conditions d'utilisation de l'extension de garantie de l'UV Viewer PLUS

Les Conditions spécifiques de l'offre ci-dessous font partie des [Conditions générales One IDEXX](#) et y sont intégrées par la présente.

Les présentes Conditions spécifiques de l'offre s'appliquent à l'extension de garantie offerte par IDEXX Laboratories, Inc. ou l'une de ses sociétés affiliées, désignées dans le présent document par IDEXX, nous, notre et nos, pour le boîtier UV Viewer PLUS (le "Boîtier" ou "UV Viewer PLUS"). En signant un bon de commande, en passant une commande ou en acceptant d'une autre manière les services d'extension de garantie indiqués ci-dessous, vous acceptez les présentes Conditions spécifiques de l'offre.

1. Produits couverts ; Modifications : L'extension de garantie définie dans les présentes Conditions spécifiques de l'offre couvre l'UV Viewer PLUS identifié par le(s) numéro(s) de série spécifié(s) sur votre bon de commande et/ou la facture relative à votre achat de l'extension de garantie, et n'est pas transférable à d'autres UV Viewer PLUS. Nous nous réservons le droit de modifier les présentes Conditions spécifiques de l'offre de temps à autre, et la version en vigueur au moment où vous passez votre commande pour l'UV Viewer PLUS vous sera applicable.

2. Notre engagement d'extension de garantie : Si vous achetez l'extension de garantie et que votre UV Viewer PLUS n'est pas conforme à nos spécifications publiées pendant la période de couverture de la garantie, IDEXX remplacera le Boîtier à ses propres frais par un Boîtier neuf ou un Boîtier d'occasion en état de marche dont les performances sont équivalentes ou supérieures à celles d'un Boîtier neuf, sous réserve de ce qui suit :

- a. Vous contactez l'équipe d'assistance technique d>IDEXX Water comme indiqué dans la section 5 ci-dessous des présentes Conditions spécifiques de l'offre, et cette équipe détermine que la défaillance signalée ne peut pas être résolue à distance ;
- b. Vous vous conformez à toutes les obligations qui vous incombent en vertu des présentes Conditions particulières de l'offre ; et
- c. Aucun des motifs d'exclusion énoncés à la section 6 ci-dessous des présentes Conditions spécifiques de l'offre ne s'applique.

Pour plus de clarté, la pratique standard dans le cadre de l'extension de garantie consiste pour IDEXX à remplacer, et non à réparer, les Boîtiers couverts par l'extension de garantie lorsque la défaillance du Boîtier ne peut être résolue à distance, telle que déterminée par l'équipe d'assistance technique d>IDEXX Water. Toutefois, IDEXX peut, à sa seule discrétion, choisir de réparer le Boîtier au lieu de le remplacer, avec des pièces neuves ou des pièces d'occasion réparables dont les performances sont équivalentes ou supérieures à celles des pièces neuves.

Notez que l'extension de garantie peut ne pas être disponible dans votre région.

3. Période d'éligibilité : L'extension de garantie peut être achetée à tout moment pendant la période de garantie standard d>IDEXX (soit douze (12) mois ou toute autre période spécifiée dans les Conditions générales One IDEXX). IDEXX peut, à sa seule discrétion, choisir de vous offrir l'extension de garantie après la période de douze mois suivant l'achat du Boîtier, mais n'est pas obligée de le faire. De plus, si le Boîtier n'est pas sous garantie et n'est pas actuellement couvert par une extension de garantie, nous pouvons, à notre discrétion, inspecter le Boîtier avant d'accepter de vous offrir l'extension de garantie. Nous pouvons vous facturer nos tarifs habituels pour cette inspection ou modifier les frais d'extension de garantie en conséquence.

4. Période de couverture (durée de quatre ans) : L'extension de garantie couvre le Boîtier pendant quatre (4) ans à compter de la date d'expiration de la période de garantie standard d>IDEXX. Par exemple, si la période de garantie standard est de douze (12) mois et que l'extension de garantie est achetée pendant cette période de douze mois, le Boîtier est couvert par la garantie pendant cinq (5) ans à compter de la date d'achat. Pour éviter toute ambiguïté, si vous achetez l'extension de garantie après la date d'expiration de la période de garantie standard d>IDEXX, la période de couverture de l'extension de garantie commencera à la date de votre paiement pour l'extension de garantie et expirera quatre (4) ans

après la date d'expiration de la période de garantie standard d>IDEXX (c'est-à-dire que votre couverture au titre de l'extension de garantie sera inférieure à quatre (4) ans).

5. Contact avec l'équipe d'assistance technique ; Diagnostic de la défaillance signalée : En cas de dysfonctionnement, vous devez d'abord contacter l'équipe d'assistance technique d>IDEXX Water par téléphone au numéro indiqué dans votre Documentation relative au produit (tel que défini à l'article 6 ci-dessous) ou par d'autres canaux de communication établis, tels que fournis par IDEXX. L'équipe d'assistance technique d>IDEXX Water est disponible pendant les heures normales d'ouverture, du lundi au vendredi, à l'exception des jours fériés. Pour aider IDEXX à diagnostiquer la défaillance signalée, il vous sera demandé de fournir des données justificatives raisonnables et de documenter l'état du Boîtier à l'aide de photos ou de vidéos, et vous acceptez de fournir ces données ou cette documentation à IDEXX sur demande. Nous pouvons également vous demander de contacter l'équipe d'assistance technique d>IDEXX Water par le biais d'un logiciel de vidéoconférence afin de diagnostiquer la défaillance signalée.

Nous ferons des efforts raisonnables pour déterminer la nature de la défaillance, et si la défaillance peut être résolue à distance, aussi rapidement que possible, mais cela peut signifier que vous ne pourrez pas utiliser le Boîtier pendant un certain temps, le temps que la défaillance signalée soit évaluée. IDEXX peut, à sa seule discrétion, choisir de vous envoyer un Boîtier de prêt pendant qu>IDEXX évalue la défaillance signalée, mais n'est pas obligée de le faire.

Le cas échéant, l'équipe d'assistance technique d>IDEXX Water vous guidera pour tenter de corriger vous-même la défaillance signalée. Si l'assistance à distance n'aboutit pas, ou si nous déterminons que l'assistance à distance n'est pas possible, nous vous donnerons d'autres instructions. Si nous déterminons que le remplacement du Boîtier est la solution appropriée, un Boîtier de remplacement vous sera expédié à nos frais, et nous ferons des efforts raisonnables pour livrer l'UV Viewer PLUS de remplacement dans les meilleurs délais. IDEXX peut également décider de réparer le Boîtier. Cependant, nous n'avons aucune obligation de fournir un service sur site.

6. L'entretien du Boîtier par vos soins ; Exclusions en cas d'utilisation inappropriée, etc. : Vous devez prendre raisonnablement soin du Boîtier, le maintenir dans un environnement propre et approprié et effectuer l'entretien de routine que nous recommandons dans la documentation technique applicable, les spécifications, l'étiquetage, les notices d'emballage, le guide de l'utilisateur, les instructions d'utilisation ou toute autre information ou documentation similaire qui vous est communiquée ou fournie de temps à autre (la "Documentation relative au produit"). L'extension de garantie ne couvre pas les Boîtiers qui n'ont pas été utilisés conformément à la Documentation relative au produit pendant toute leur durée de vie.

Nous ne pouvons pas vous garantir la performance des Boîtiers si vous les utilisez autrement qu'en stricte conformité avec la Documentation relative au produit ou si vous les utilisez sur ou en conjonction avec des produits ou des services qui ne sont pas fournis et configurés par nous. LE FAIT DE NE PAS UTILISER EXCLUSIVEMENT NOS PRODUITS OU SERVICES AUTORISÉS DANS OU SUR LES BOITIERS ANNULE LES PRÉSENTES CONDITIONS SPÉCIFIQUES DE L'OFFRE ET NOS OBLIGATIONS À VOTRE ÉGARD. Si, pour une période quelconque, vous n'êtes pas couvert par notre extension de garantie et que vous souhaitez commencer ou reprendre cette couverture, la reprise se fera à notre discrétion et nous pourrions vous facturer les frais de garantie pour toute période pendant laquelle vous n'étiez pas couvert.

L'estensione di garanzia ne copre pas les dommages résultant de causes externes aux Boitiers, telles que la négligence, une utilisation ou une manipulation incorrecte, un accident, une défaillance électrique externe, le non-respect des instructions d'emballage ou d'expédition, l'utilisation de produits non autorisés en conjonction avec nos produits, ou des réparations ou des modifications qui n'ont pas été effectuées par nous ou par nos fournisseurs de services agréés ou qui ont été faites sous notre direction et nos conseils. Nous fournirons une extension de garantie, en remplaçant le Boitier ou autrement, uniquement dans la mesure nécessaire au bon fonctionnement du Boitier ; les dommages esthétiques du Boitier ne sont pas couverts.

7. Prix forfaitaire : Le prix que vous payez pour l'extension de garantie est un prix tout compris. Le coût du diagnostic de la défaillance du Boitier est inclus dans ce prix et ne sera donc pas facturé séparément. Le coût de l'extension de garantie ne sera pas détaillé par composant (par exemple, le diagnostic par rapport au coût de remplacement). Veuillez contacter votre représentant IDEXX local pour plus d'informations sur les frais applicables à l'extension de garantie.

8. Résiliation : L'extension de garantie peut être résiliée par l'une ou l'autre des parties moyennant un préavis écrit de soixante (60) jours à l'autre partie. Si elle est résiliée par vous sans motif ou par nous en raison de votre violation des présentes Conditions spécifiques de l'offre, vous n'aurez droit à aucun remboursement des frais que vous aurez payés. Si nous mettons fin à l'extension de garantie sans motif, IDEXX vous remboursera une partie proportionnelle des frais payés. Nous nous réservons le droit de refuser de vous fournir l'extension de garantie si vous ne respectez pas les présentes Conditions spécifiques de l'offre ou si votre compte auprès d'une société IDEXX pour un produit ou un service quelconque est en souffrance.

Condizioni di Servizio della Garanzia Estesa del Visore UV PLUS

Le seguenti Condizioni Specifiche dell'Offerta fanno parte delle [Condizioni Generali di One IDEXX](#) e sono qui incorporate.

Le presenti Condizioni Specifiche dell'Offerta si applicano alla garanzia estesa offerta da IDEXX Laboratories, Inc. o da una delle sue affiliate, qui indicate come IDEXX, noi, ci e nostro, per la cabina del Visore UV PLUS ("la cabina" o "Visore UV PLUS"). Firmando un modulo d'ordine, effettuando un ordine o accettando in altro modo i servizi di garanzia estesa indicati di seguito, voi accettate le presenti Condizioni Specifiche dell'Offerta.

1. Prodotti Coperti; Modifiche: La garanzia estesa prevista nelle presenti Condizioni Specifiche dell'Offerta riguarda il Visore UV PLUS identificato dal/i numero/i di serie specificato/i nel vostro modulo d'ordine e/o nella fattura relativa all'acquisto della garanzia estesa e non è trasferibile ad altri Visori UV PLUS. Ci riserviamo il diritto di modificare le presenti Condizioni Specifiche dell'Offerta di volta in volta e si vi sarà applicata la versione in vigore al momento del vostro ordine del Visore UV PLUS.

2. Il nostro impegno di Garanzia Estesa: Se acquistate la garanzia estesa e il vostro Visore UV PLUS non è conforme alle nostre specifiche pubblicate durante il periodo di copertura della garanzia, IDEXX sostituirà la cabina a proprie spese con una cabina nuova o una cabina usata revisionabile che sia funzionalmente equivalente o superiore a una cabina nuova in termini di prestazioni, a condizione che:

a. voi contattiate il team di assistenza tecnica di IDEXX Water, come indicato nella Sezione 5 delle presenti Condizioni Specifiche dell'Offerta, e tale team stabilisce che il guasto segnalato non può essere

risolto a distanza;

b. voi rispettate tutti i vostri obblighi previsti dalle presenti Condizioni Specifiche dell'Offerta;

c. non si applichi nessuno dei motivi di esclusione indicati nella successiva Sezione 6 delle presenti Condizioni Specifiche dell'Offerta.

Per chiarezza, la prassi standard nell'ambito della garanzia estesa prevede che IDEXX sostituisca e non ripari le cabine coperte dalla garanzia estesa quando il guasto della cabina non possa essere risolto a distanza, come stabilito dal team di assistenza tecnica di IDEXX Water. Tuttavia, IDEXX può, a sua esclusiva discrezione, scegliere di riparare la cabina invece di sostituirla, con parti nuove o parti usate riparabili che siano equivalenti o superiori alle parti nuove in termini di prestazioni.

Si noti che la garanzia estesa potrebbe non essere disponibile nella vostra regione.

3. Periodo di Validità: La garanzia estesa è disponibile per l'acquisto in qualsiasi momento durante il periodo di garanzia standard di IDEXX (dodici (12) mesi o come altrimenti specificato nelle Condizioni Generali One IDEXX). IDEXX può, a sua esclusiva discrezione, decidere di offrire la garanzia estesa all'utente dopo il periodo di dodici mesi successivo all'acquisto della cabina, ma non è obbligata a farlo. Inoltre, se la cabina non è in garanzia e non è attualmente coperta da garanzia estesa, IDEXX può, a sua discrezione, ispezionare la cabina prima di accettare di offrirvi la garanzia estesa. Per tale ispezione, noi potremmo addebitare a voi le tariffe standard di allora o variare di conseguenza il costo della garanzia estesa.

4. Periodo di Copertura (Durata di Quattro Anni): La garanzia estesa copre la cabina per quattro (4) anni dalla data di scadenza del periodo di garanzia standard di IDEXX. Ad esempio, se il periodo di garanzia standard è di dodici (12) mesi e la garanzia estesa viene acquistata durante tale periodo di dodici mesi, la cabina è coperta da garanzia per cinque (5) anni dalla data di acquisto. A scanso di equivoci, se voi acquistate la garanzia estesa dopo la data di scadenza del periodo di garanzia standard di IDEXX, il periodo di copertura della garanzia estesa inizierà dalla data di pagamento della garanzia estesa e scadrà quattro (4) anni dopo la data di scadenza del periodo di garanzia standard di IDEXX (in altre parole, la copertura della garanzia estesa sarà inferiore a quattro (4) anni).

5. Contatto con il Team di Assistenza Tecnica; Diagnosi del Guasto Segnalato: In caso di malfunzionamento, voi dovete innanzitutto contattare il team di assistenza tecnica di IDEXX Water telefonicamente al nostro numero fornito nella vostra Documentazione del Prodotto (come definito nella Sezione 6 di seguito) o tramite altri canali di comunicazione stabiliti che possono essere forniti da IDEXX. Il team di assistenza tecnica di IDEXX Water è disponibile durante il nostro ordinario orario di lavoro, dal Lunedì al Venerdì, esclusi i giorni festivi. Per aiutare IDEXX a diagnosticare il guasto segnalato, vi sarà richiesto di fornire dati di supporto ragionevoli e di documentare le condizioni della cabina con immagini o video; voi accettate di fornire tali dati o documentazione a IDEXX su richiesta. Noi potremmo anche richiedervi di contattare il team di assistenza tecnica di IDEXX Water tramite software di videoconferenza allo scopo di diagnosticare il guasto segnalato.

IDEXX compirà ogni ragionevole sforzo per determinare la natura del guasto e se il guasto può essere risolto a distanza, nel più breve tempo possibile, ma ciò potrebbe comportare un periodo di tempo in cui voi non potrete utilizzare la cabina durante la valutazione del guasto segnalato. IDEXX può, a sua esclusiva discrezione, decidere di inviare a voi una cabina in prestito mentre IDEXX valuta il guasto segnalato, ma non è obbligata a farlo.

Se necessario, il team di assistenza tecnica IDEXX Water vi guiderà nel tentativo di correggere da soli il guasto segnalato. Se l'assistenza remota non ha successo, o se stabiliamo che l'assistenza remota non è fattibile, vi forniremo ulteriori istruzioni. Se determiniamo che la soluzione più appropriata è la sostituzione della cabina, la cabina sostitutiva vi verrà spedita a nostre spese e faremo ogni ragionevole sforzo per consegnare il Visore UV PLUS sostitutivo in tempi brevi. IDEXX può anche decidere di riparare la cabina. Tuttavia, non abbiamo alcun obbligo di fornire assistenza in loco.

6. Manutenzione della Cabina da parte Vostra; Esclusioni per Uso Improprio, ecc.: Voi siete tenuti a prendervi cura in modo ragionevole della cabina, a mantenerla in un ambiente pulito e appropriato e a eseguire la manutenzione ordinaria raccomandata da noi nella documentazione tecnica, nelle specifiche, nell'etichettatura, nei foglietti illustrativi, nel manuale d'uso, nelle istruzioni per l'uso o in altre informazioni o documentazione simili comunicate o fornite a voi di volta in volta (la "Documentazione del Prodotto"). La garanzia estesa non copre le cabine che non sono state utilizzate in conformità alla Documentazione del Prodotto per tutta la loro vita.

Noi non possiamo garantire le prestazioni delle cabine se voi le utilizzate in modo difforme da quello indicato nella Documentazione del Prodotto o se le utilizzate su o in combinazione con prodotti o servizi non forniti e configurati da noi. IL MANCATO UTILIZZO DI PRODOTTI O SERVIZI AUTORIZZATI DA NOI ALL'INTERNO O SULLE CABINE INVALIDA LE PRESENTI CONDIZIONI SPECIFICHE DELL'OFFERTA E I NOSTRI OBBLIGHI NEI VOSTRI CONFRONTI. Se per un qualsiasi periodo voi non siete coperti dalla nostra garanzia estesa e desiderate iniziare o riprendere tale copertura, la ripresa sarà a nostra discrezione e potremo addebitarvi il costo della garanzia per il periodo in cui non siete stati coperti.

La garanzia estesa non copre i danni derivanti da cause esterne alle cabine, quali negligenza o uso improprio o manipolazione; incidenti; guasti elettrici esterni; mancata osservanza delle istruzioni di imballaggio o spedizione; uso di prodotti non autorizzati in combinazione con i nostri prodotti; o riparazioni o modifiche non effettuate da noi o dai nostri fornitori di servizi autorizzati o effettuate sotto la nostra direzione e consulenza. Noi forniremo la garanzia estesa, tramite la sostituzione della cabina o in altro modo, solo nella misura necessaria al corretto funzionamento della cabina; i danni estetici alla cabina non sono coperti.

7. Tariffa Onnicomprensiva: La tariffa da voi pagata per la garanzia estesa è un prezzo onnicomprensivo. Il costo della diagnosi del guasto della cabina è incluso in tale tariffa e pertanto non verrà fatturato separatamente. Il costo della garanzia estesa non sarà suddiviso in base ai componenti (ad esempio, diagnosi o costo di sostituzione). Per ulteriori informazioni sulle tariffe applicabili alla garanzia estesa, contattate cortesemente il vostro rappresentante commerciale IDEXX di zona.

8. Risoluzione: La garanzia estesa può essere risolta da ciascuna parte con preavviso scritto di sessanta (60) giorni all'altra parte. In caso di risoluzione da parte vostra senza causa o da parte di IDEXX a causa della violazione delle presenti Condizioni Specifiche dell'Offerta, voi non avrete diritto al rimborso di alcuna tariffa da voi pagata. Se la garanzia estesa viene risolta da noi senza causa, IDEXX vi rimborserà una parte proporzionale di qualsiasi tariffa pagata. Ci riserviamo il diritto di rifiutare di fornirvi la garanzia estesa se violate le presenti Condizioni specifiche dell'Offerta o se il vostro profilo con qualsiasi società IDEXX per qualsiasi prodotto o servizio è moroso.

Vilkår for utvidet garanti for UV Viewer PLUS

De tilbudsspesifikke vilkårene under utgjør en del av One IDEXX Master Terms og er herved innlemmet i disse.

Disse tilbudsspesifikke vilkårene gjelder for den utvidede garantien som tilbys av IDEXX Laboratories, Inc. eller et av dets tilknyttede selskaper, heretter omtalt som IDEXX, vi, oss og vår, for UV Viewer PLUS-kabinettet ("kabinettet" eller "UV Viewer PLUS"). Ved å signere et bestillingsskjema eller legge inn en bestilling på, eller på annen måte akseptere de utvidede garantitjenestene som er identifisert nedenfor, godtar du disse tilbudsspesifikke vilkårene.

1. Produkter som dekkes; Modifikasjoner: Den utvidede garantien som er beskrevet i disse tilbudsspesifikke vilkårene dekker UV Viewer PLUS identifisert med serienummeret/serienumrene som er spesifisert på bestillingsskjemaet og/eller fakturaen i forbindelse med kjøpet av den utvidede garantien, og kan ikke overføres til andre UV Viewer PLUS. Vi forbeholder oss retten til å endre disse tilbudsspesifikke vilkårene fra tid til annen, og den versjonen som gjelder på det tidspunktet du bestiller UV Viewer PLUS skal gjelde for deg

2. Vår forpliktelse om utvidet garanti: Hvis du kjøper den utvidede garantien og UV Viewer PLUS ikke er i samsvar med våre publiserte spesifikasjoner i løpet av garantiperioden, vil IDEXX erstatte kabinettet for vår egen regning med et nytt eller et brukbart brukt kabinett som er funksjonelt ekvivalent eller bedre enn et nytt kabinett, forutsatt at:

- a. Du kontakter IDEXX Waters tekniske supportteam som beskrevet i punkt 5 under i disse tilbudsspesifikke vilkårene, og dette teamet fastslår at den rapporterte feilen ikke kan løses eksternt;
- b. Du overholder alle dine forpliktelser som er beskrevet i disse tilbudsspesifikke vilkårene;
- c. Ingen av utelukkelsesgrunnene som er angitt i punkt 6 under i disse tilbudsspesifikke vilkårene gjelder.

Standard praksis under den utvidede garantien er at IDEXX bytter ut, og ikke reparerer, kabinettene under utvidet garantidekning når feilen i kabinettet ikke kan løses eksternt, slik det er fastslått av IDEXX Waters tekniske supportteam. IDEXX kan imidlertid, etter eget skjønn, velge å reparere kabinettet i stedet for å bytte det ut, med nye deler eller brukbare brukte deler som er likeverdige eller bedre enn nye deler når det gjelder ytelse.

Vær oppmerksom på at den utvidede garantien kanskje ikke er tilgjengelig i din region.

3. Berettigelsesperiode: Den utvidede garantien er tilgjengelig for kjøp når som helst i løpet av IDEXXs standard garantiperiode (som er tolv (12) måneder eller som ellers spesifisert i One IDEXX Master Terms). IDEXX kan, etter eget skjønn, velge å tilby den utvidede garantien til deg etter tolv månedersperioden etter kjøpet av kabinettet, men er ikke forpliktet til å gjøre det. Vi kan i tillegg, hvis kabinettet ikke er under garanti og ikke dekkes av den utvidede garantien, etter eget skjønn inspisere kabinettet før vi godtar å tilby deg den utvidede garantien. Vi kan belaste deg våre daværende standardpriser for en slik inspeksjon eller variere gebyret for den utvidede garantien tilsvarende.

4. Dekningsperiode (fire år): Den utvidede garantien dekker kabinettet i fire (4) år etter utløpsdatoen for IDEXXs standard garantiperiode. Hvis standard garantiperiode for eksempel er tolv (12) måneder og den utvidede garantien kjøpes i løpet av denne tolv månedersperioden, er kabinettet dekket av garantien i fem (5) år fra kjøpsdatoen. Det vil si at hvis du kjøper den utvidede garantien etter utløpsdatoen for IDEXXs standard garantiperiode, vil den utvidede garantiperioden begynne på datoen for din betaling for

den utvidede garantien og utløpe fire (4) år fra utløpsdatoen for IDEXXs standard garantiperiode (det betyr at din utvidede garantidekning vil være kortere enn fire (4) år).

5. Kontakt med teknisk kundestøtte; diagnostisering av den rapporterte feilen: Ved feil må du først kontakte IDEXX Waters tekniske kundestøtteteam per telefon på nummeret som er oppgitt i Produktdokumentasjonen (som definert i punkt 6 nedenfor) eller via andre etablerte kommunikasjonskanaler som kan bli oppgitt av IDEXX. IDEXX Waters tekniske supportteam er tilgjengelig i vår normale åpningstid, mandag til fredag, unntatt på helligdager. For å hjelpe IDEXX med å diagnostisere den rapporterte feilen, vil du bli bedt om å fremlegge rimelige støttest data og dokumentere skapets tilstand med bilder eller videoer, og du samtykker i å fremlegge slike data eller dokumentasjon til IDEXX på forespørsel. Vi kan også kreve at du kontakter IDEXX Water sitt tekniske supportteam via videokonferanseprogramvare med det formål å diagnostisere den rapporterte feilen.

Vi vil gjøre rimelige anstrengelser for å fastslå feilens art, og om feilen kan løses eksternt, så raskt som mulig, men dette kan bety at du i en periode ikke kan bruke kabinettet mens den rapporterte feilen blir vurdert. IDEXX kan, etter eget skjønn, velge å sende deg låneskap mens IDEXX vurderer den rapporterte feilen, men er ikke forpliktet til å gjøre dette.

Hvis det er hensiktsmessig, vil IDEXX Waters tekniske supportteam veilede deg til å forsøke å rette opp den rapporterte feilen selv. Hvis fjernsupport ikke lykkes, eller hvis vi fastslår at fjernsupport ikke er gjennomførbart, vil vi gi deg ytterligere instruksjoner. Hvis vi finner ut at utskifting av kabinettet er den riktige løsningen, vil et erstatningskabinett bli sendt til deg på vår bekostning, og vi vil gjøre rimelige anstrengelser for å levere erstatnings-UV Viewer PLUS på en rask måte. IDEXX kan også velge å reparere kabinettet. Vi har imidlertid ingen forpliktelse til å yte service på stedet.

6. Ditt vedlikehold av skapet; unntak for feil bruk, etc.: Du må ta rimelig vare på skapet, vedlikeholde det i et rent og hensiktsmessig miljø og utføre rutinemessig vedlikehold som anbefalt av oss i den gjeldende tekniske dokumentasjonen, spesifikasjonene, merkingen, pakningsvedleggene, brukerveiledningen, bruksanvisningen eller annen lignende informasjon eller dokumentasjon som kommuniseres eller leveres til deg fra tid til annen ("produktdokumentasjonen"). Den utvidede garantien dekker ikke skap som ikke har blitt brukt i samsvar med produktdokumentasjonen i hele sin levetid.

Vi kan ikke garantere at skapene fungerer som de skal hvis du ikke bruker dem i samsvar med produktdokumentasjonen, eller hvis du bruker dem på eller sammen med produkter eller tjenester som ikke er levert og konfigurert av oss. HVIS DU IKKE BRUKER KUN VÅRE AUTORISERTE PRODUKTER ELLER TJENESTER I ELLER PÅ SKAPENE, OPPHEVES DISSE TILBUDSSPESIFIKKE VILKÅRENE OG VÅRE FORPLIKTELSE OVERFOR DEG. Hvis du i en periode ikke er dekket av vår utvidede garanti og ønsker å starte eller gjenoppta slik dekning, vil gjenopptakelse skje etter vårt skjønn, og vi kan belaste deg garantigebyret for perioden du ikke var dekket.

Den utvidede garantien dekker ikke skader som skyldes årsaker utenfor skapet, for eksempel uaktsomhet eller feil bruk eller håndtering, uhell, ekstern elektrisk feil, manglende overholdelse av pakke- eller forsendelsesinstruksjoner, bruk av uautoriserte produkter sammen med våre produkter, eller reparasjoner eller modifikasjoner som ikke er utført av oss eller våre autoriserte serviceleverandører, eller som er utført under vår veiledning og rådgivning. Vi gir utvidet garanti, ved å erstatte kabinettet eller på annen måte, bare i den grad det er nødvendig for at kabinettet skal fungere korrekt; kosmetiske skader på kabinettet dekkes ikke.

7. Avgift med alt inkludert: Gebyret du betaler for den utvidede garantien, er en all-inclusive-pris. Kostnaden for å diagnostisere kabinettfeilen er inkludert i denne avgiften og vil derfor ikke bli fakturert separat. Kostnaden for den utvidede garantien vil ikke bli spesifisert etter komponent (f.eks. diagnose vs. erstatningskostnad). Ta kontakt med din lokale IDEXX-salgsrepresentant for mer informasjon om avgiftene som gjelder for den utvidede garantien.

8. Oppsigelse: Den utvidede garantien kan sies opp av begge parter med seksti (60) dagers skriftlig varsel til den andre parten. Hvis den utvidede garantien sies opp av deg uten grunn eller av oss på grunn av brudd på disse tilbudsspesifikke vilkårene, skal du ikke ha rett til refusjon av noe gebyr som du har betalt. Hvis den utvidede garantien sies opp av oss uten grunn, skal IDEXX refundere deg en forholdsmessig del av eventuelle innbetalte gebyrer. Vi forbeholder oss retten til å nekte deg utvidet garanti hvis du bryter disse tilbudsspesifikke vilkårene eller hvis din konto hos et IDEXX-selskap for et produkt eller en tjeneste er misligholdt.

UV Viewer PLUS Utgebreide garantie Servicevoorwaarden

De onderstaande Specifieke Voorwaarden van Aanbieding maken deel uit van de [“One IDEXX Master Terms”](#) en worden hierin opgenomen.

Deze Specifieke Voorwaarden van Aanbieding zijn van toepassing op de uitgebreide garantie die wordt aangeboden door IDEXX Laboratories, Inc. of een van haar dochterondernemingen, hierna te noemen IDEXX, wij, ons en onze, voor de UV Viewer PLUS kast ("de kast" of "UV Viewer PLUS"). Door een bestelformulier te ondertekenen of een bestelling te plaatsen voor, of anderszins akkoord te gaan met, de hieronder vermelde uitgebreide garantiediensten, gaat u akkoord met deze Specifieke Voorwaarden van Aanbieding

1. Gedekte producten; Wijzigingen: De uitgebreide garantie zoals uiteengezet in deze Specifieke Voorwaarden van Aanbieding heeft betrekking op de UV Viewer PLUS, die wordt aangeduid met het serienummer of de serienummers zoals vermeld op uw bestelformulier en/of factuur met betrekking tot uw aankoop van de uitgebreide garantie, en is niet van toepassing op andere UV Viewer PLUS kasten. Wij behouden ons het recht voor deze Specifieke Voorwaarden van Aanbieding van tijd tot tijd te wijzigen en de versie die van kracht is op het moment dat u uw bestelling voor de UV Viewer PLUS plaatst, zal op u van toepassing zijn.

2. Onze uitgebreide garantieverplichting: Als u de uitgebreide garantie aanschaft en uw UV Viewer PLUS tijdens de garantieperiode niet aan onze gepubliceerde specificaties voldoet, zal IDEXX de kast op eigen kosten vervangen door een nieuwe of een bruikbare gebruikte kast die functioneel gelijkwaardig is aan of beter presteert dan een nieuwe kast, op voorwaarde dat:

- a. U contact opneemt met het technische ondersteuningsteam van IDEXX Water zoals uiteengezet in artikel 5 van deze Specifieke Voorwaarden van Aanbieding en dat team stelt vast dat de gemelde storing niet op afstand kan worden opgelost;
- b. U voldoet aan al uw verplichtingen zoals uiteengezet in deze Specifieke Voorwaarden van Aanbieding;
- c. Geen van de uitsluitingsgronden die worden beschreven in artikel 6 van deze Specifieke Voorwaarden van Aanbiedingd zijn van toepassing.

Voor alle duidelijkheid: De standaard werkwijze onder de uitgebreide garantie is dat IDEXX de vrieskasten onder uitgebreide garantie vervangt en niet repareert als het defect van de vrieskist niet op afstand kan

worden opgelost, zoals bepaald door het technische ondersteuningsteam van IDEXX Water. IDEXX kan echter naar eigen goeddunken besluiten de kast te repareren in plaats van te vervangen, met nieuwe onderdelen of bruikbare gebruikte onderdelen die gelijkwaardig of superieur zijn aan nieuwe onderdelen, wat betreft prestaties.

Houd er rekening mee dat de uitgebreide garantie mogelijk niet beschikbaar is in uw regio.

3. In aanmerking komende periode: De uitgebreide garantie kan op elk moment tijdens de IDEXX standaard garantieperiode (zijnde twaalf (12) maanden of zoals anders vermeld in de "One IDEXX Master Terms") gekocht worden. IDEXX kan naar eigen goeddunken besluiten u de uitgebreide garantie aan te bieden na de periode van twaalf maanden na aankoop van de kast, maar is hiertoe niet verplicht. Daarnaast, indien de kast niet onder garantie valt en momenteel niet onder de uitgebreide garantie valt, kunnen wij de kast naar eigen goeddunken inspecteren voordat wij ermee instemmen u de uitgebreide garantie aan te bieden. Wij kunnen u op dat moment onze gebruikelijke tarieven voor een dergelijke inspectie in rekening brengen of de kosten voor de verlengde garantie dienovereenkomstig aanpassen.

4. Dekkingsperiode (termijn van vier jaar): De uitgebreide garantie dekt de kast gedurende vier (4) jaar na de vervaldatum van de IDEXX standaard garantieperiode. Als de standaard garantieperiode bijvoorbeeld twaalf (12) maanden is en de uitgebreide garantie wordt tijdens deze periode van twaalf maanden aangeschaft, dan valt de kast vijf (5) jaar onder de garantie, gerekend vanaf de aankoopdatum. Voor de duidelijkheid: Indien u de verlengde garantie aanschafft na de vervaldatum van de IDEXX standaard garantieperiode, zal de verlengde garantieperiode ingaan op de datum van uw betaling voor de verlengde garantie en aflopen vier (4) jaar na de vervaldatum van de IDEXX standaard garantieperiode (dat wil zeggen dat uw verlengde garantiedekking korter zal zijn dan vier (4) jaar).

5. Contact met het technische ondersteuningsteam; Diagnose van de gemelde storing: In geval van storing dient u eerst telefonisch contact op te nemen met de technische ondersteuning van IDEXX Water op het nummer dat vermeld staat in uw Productdocumentatie (zoals gedefinieerd in artikel 6 hieronder) of via andere vaste communicatiekanalen die IDEXX ter beschikking stelt. Het technische ondersteuningsteam van IDEXX Water is bereikbaar tijdens onze normale kantooruren, maandag tot en met vrijdag, met uitzondering van feestdagen. Om IDEXX te helpen bij het diagnosticeren van de gemelde storing, zult u redelijke ondersteunende gegevens moeten verstrekken en de staat van de kast met foto's of video's moeten documenteren en stemt u ermee in dergelijke gegevens of documentatie op verzoek aan IDEXX te verstrekken. Wij kunnen ook verzoeken dat u via videoconferentiesoftware contact opneemt met het technische ondersteuningsteam van IDEXX Water om de gemelde storing te diagnosticeren.

Wij zullen ons redelijkerwijs inspannen om de aard van de storing vast te stellen en/ of te beoordelen of de storing op afstand verholpen kan worden, maar dit kan betekenen dat u de kast een tijd niet kunt gebruiken, terwijl de gemelde storing wordt beoordeeld. IDEXX kan naar eigen goeddunken besluiten u een leenkast te sturen, terwijl IDEXX de gemelde storing beoordeelt, maar is hiertoe niet verplicht

Indien van toepassing, zal het technische ondersteuningsteam van IDEXX Water u assisteren om de gemelde storing zelf te verhelpen. Als ondersteuning op afstand niet succesvol is, of als wij vaststellen dat ondersteuning op afstand niet haalbaar is, zullen wij u verdere instructies geven. Als wij besluiten dat vervanging van de behuizing de juiste oplossing is, zal een vervangende behuizing op onze kosten naar u worden verzonden en zullen wij redelijke inspanningen leveren om de vervangende UV Viewer PLUS zo

snel mogelijk te leveren. IDEXX kan ook besluiten de behuizing te repareren. Wij zijn echter niet verplicht om ter plaatse service te verlenen.

6. Uw onderhoud van de kast; Uitsluitingen voor onjuist gebruik, enz.: U dient redelijke zorg te dragen voor de kast, deze te onderhouden in een schone en geschikte omgeving en het routineonderhoud uit te voeren zoals aanbevolen door ons in de toepasselijke technische documentatie, specificaties, etikettering, bijsluiters, gebruikershandleiding, bedieningsinstructies of andere soortgelijke informatie of documentatie die regelmatig aan u wordt gecommuniceerd of verstrekt (de "Productdocumentatie"). De uitgebreide garantie geldt niet voor kasten die gedurende hun gehele levensduur niet in overeenstemming met de Productdocumentatie zijn gebruikt.

We kunnen u niet verzekeren van de prestaties van de kasten, als u ze niet gebruikt in strikte overeenstemming met de Productdocumentatie of als u ze gebruikt in combinatie met producten of diensten die niet door ons zijn geleverd en geconfigureerd. **ALS U NIET ALLEEN ONZE GEAUTORISEERDE PRODUCTEN OF DIENSTEN IN OF OP DE KASTEN GEBRUIKT, VERVALLEN DEZE SPECIEKE VOORWAARDEN VAN DE AANBIEDING EN ONZE VERPLICHTINGEN AAN U.** Als u gedurende een bepaalde periode niet gedekt bent door onze uitgebreide garantie en u wilt deze dekking starten of hervatten, dan is hervatting naar ons goedgevallen en kunnen wij u de garantievergoeding in rekening brengen voor de periode dat u niet gedekt was.

De uitgebreide garantie dekt geen schade die het gevolg is van oorzaken buiten de kasten, zoals nalatigheid of onjuist gebruik of behandeling; ongevallen; externe elektrische storingen; het niet opvolgen van verpakings- of verzendingsinstructies; gebruik van niet-geautoriseerde producten in combinatie met onze producten; of reparaties of wijzigingen die niet door ons of onze geautoriseerde serviceproviders zijn uitgevoerd of die onder onze leiding en op ons advies zijn uitgevoerd. We bieden alleen uitgebreide garantie, door de kast te vervangen of anderszins, voor zover dit nodig is voor het goed functioneren van de kast. Cosmetische schade aan de kast wordt niet gedekt.

7. All-inclusive vergoeding: De vergoeding die u betaalt voor de uitgebreide garantie is een all-inclusive prijs. De kosten voor de diagnose van de kaststoring zijn inbegrepen in deze vergoeding en worden dus niet afzonderlijk gefactureerd. De kosten van de uitgebreide garantie worden niet gespecificeerd per onderdeel (bijv. diagnose vs. vervangingskosten). Neem contact op met uw plaatselijke IDEXX-vertegenwoordiger voor meer informatie over de kosten die van toepassing zijn op de uitgebreide garantie.

8. Beëindiging: De uitgebreide garantie kan door beide partijen worden beëindigd binnen zestig (60) dagen na schriftelijke kennisgeving aan de andere partij. Indien de verlengde garantie door u beëindigd wordt zonder oorzaak of door ons als gevolg van uw schending van deze Specifieke voorwaarden van Aanbieding, heeft u geen recht op restitutie van door u betaalde vergoeding. Indien de uitgebreide garantie zonder oorzaak door ons beëindigd wordt, zal IDEXX u een pro rata deel van de betaalde vergoeding terugbetalen. Wij behouden ons het recht voor om uitgebreide garantie aan u te weigeren, indien u in strijd handelt met deze Specifieke voorwaarden van Aanbieding of indien uw factuur bij een IDEXX bedrijf voor een product of dienst niet betaald wordt.

UV Viewer PLUS Förlängd garanti Användarvillkor

Nedanstående Erbjudandespecifika Villkor utgör en del av One IDEXX Huvudvillkor och införlivas härmed däri.

Dessa villkor gäller för den utökade garanti som erbjuds av IDEXX Laboratories, Inc. eller ett av dess dotterbolag, härnå kallat IDEXX, vi, oss och vår, för UV Viewer PLUS-skåpet ("skåpet" eller "UV Viewer PLUS"). Genom att underteckna ett beställningsformulär eller göra en beställning av, eller på annat sätt acceptera, de utökade garantitjänster som anges nedan, samtycker du till dessa Erbjudandespecifika villkor.

1. Omfattade produkter; Modifieringar: Den utökade garantin som anges i dessa Erbjudandespecifika villkor täcker UV Viewer PLUS som identifieras av serienumret (-numren) som anges på ditt beställningsformulär och/eller faktura som avser ditt köp av den utökade garantin, och kan inte överföras till andra UV Viewer PLUS. Vi förbehåller oss rätten att ändra dessa Erbjudandespecifika villkor från tid till annan, och den version som gäller vid tidpunkten för din beställning av UV Viewer PLUS ska gälla för dig.

2. Vårt åtagande för utökad garanti: Om du köper den utökade garantin och din UV Viewer PLUS inte överensstämmer med våra publicerade specifikationer under garantins täckningsperiod, kommer IDEXX att ersätta skåpet på vår egen bekostnad med ett nytt eller ett användbart begagnat skåp som funktionellt motsvarar eller är överlägset ett nytt skåp i prestanda, förutsatt att:

- a. Du kontaktar IDEXX Waters tekniska supportteam enligt vad som anges i avsnitt 5 nedan i dessa Erbjudandespecifika villkor, och teamet fastställer att det rapporterade felet inte kan lösas på distans;
- b. Du uppfyller alla dina skyldigheter som anges i dessa Erbjudandespecifika villkor;
- c. Ingen av de uteslutningsgrunder som anges i avsnitt 6 nedan i dessa Särskilda Villkor för Erbjudandet är tillämpliga.

För tydlighetens skull är standardpraxis under den förlängda garantin att IDEXX byter ut, och inte reparerar, skåp som omfattas av den förlängda garantin när felet i skåpet inte kan lösas på distans, enligt vad som fastställts av IDEXX Water tekniska supportteam. IDEXX kan dock, efter eget gottfinnande, välja att reparera skåpet istället för att byta ut det, med nya delar eller användbara begagnade delar som är likvärdiga eller bättre än nya delar i fråga om prestanda.

Observera att den utökade garantin kanske inte är tillgänglig i din region.

3. Period för berättigande: Den utökade garantin är tillgänglig för köp när som helst under IDEXX standardgarantiperiod (som är tolv (12) månader eller som annars anges i One IDEXX Master Terms). IDEXX kan, efter eget gottfinnande, välja att erbjuda den utökade garantin till dig efter tolv månadersperioden efter ditt köp av skåpet, men är inte skyldigt att göra det. Dessutom, om skåpet inte är under garanti och för närvarande inte omfattas av utökad garanti, kan vi efter eget gottfinnande inspektera skåpet innan vi går med på att erbjuda dig den utökade garantin. Vi kan debitera dig våra dåvarande standardpriser för sådan inspektion eller variera din avgift för förlängd garanti i enlighet därmed.

4. Täckningsperiod (fyraårsperiod): Den utökade garantin täcker skåpet under fyra (4) år efter utgångsdatumet för IDEXX:s standardgarantiperiod. Om t.ex. standardgarantiperioden är tolv (12) månader och den utökade garantin köps under en sådan tolv månadersperiod, täcks skåpet garantin i fem (5) år från inköpsdatumet. För att undvika tvivel, om du köper den utökade garantin efter utgångsdatumet för IDEXX:s standardgarantiperiod, ska den utökade garantiperioden börja på dagen för

din betalning för den utökade garantin och löpa ut fyra (4) år från utgångsdatumet för IDEXX:s standardgarantiperiod (det vill säga, din utökade garantiperiod kommer att vara kortare än fyra (4) år).

5. Kontakt med det tekniska supportteamet; diagnos avseende det rapporterade felet: Vid funktionsfel måste du först kontakta IDEXX Waters tekniska supportteam per telefon på det nummer som anges i din Produktdokumentation (enligt definitionen i avsnitt 6 nedan) eller via andra etablerade kommunikationskanaler som kan tillhandahållas av IDEXX. IDEXX Waters tekniska supportteam är tillgängligt under våra normala öppettider, måndag till fredag, utom helgdagar. För att hjälpa IDEXX att diagnostisera det rapporterade felet kommer du att behöva tillhandahålla rimliga stödande uppgifter och dokumentera skåpets skick med bilder eller videor, och du samtycker till att tillhandahålla sådana uppgifter eller dokumentation till IDEXX på begäran. Vi kan också komma att kräva att du kontaktar IDEXX Waters tekniska supportteam via videokonferensprogramvara i syfte att diagnostisera det rapporterade felet.

Vi kommer att göra rimliga ansträngningar att fastställa felets art och om felet kan lösas på distans, så snabbt som möjligt, men det kan innebära att du under en tidsperiod inte kan använda skåpet medan det rapporterade felet utvärderas. IDEXX kan, efter eget gottfinnande, välja att skicka ett låneskåp till dig medan IDEXX bedömer det rapporterade felet, men är inte skyldigt att göra det.

Om det är lämpligt kommer IDEXX Waters tekniska supportteam att vägleda dig så att du själv kan försöka åtgärda det rapporterade felet. Om support på distans inte lyckas, eller om vi bedömer att support på distans inte är genomförbart, kommer vi att ge dig ytterligare instruktioner. Om vi bedömer att ett byte av skåpet är den lämpliga lösningen, kommer ett ersättningsskåp att skickas till er på vår bekostnad, och vi kommer att göra rimliga ansträngningar för att leverera ett ersättnings-UV Viewer PLUS på ett snabbt sätt. IDEXX kan också välja att reparera skåpet. Vi har dock ingen skyldighet att tillhandahålla service på plats.

6. Ditt underhåll av skåpet; undantag för felaktig användning etc.: Du måste ta rimlig hand om skåpet, underhålla det i en ren och lämplig miljö och utföra det rutinmässiga underhåll som rekommenderas av oss i tillämplig teknisk dokumentation, specifikationer, märkning, bipacksedlar, användarhandbok, bruksanvisning eller annan liknande information eller dokumentation som kommuniceras eller tillhandahålls till dig från tid till annan ("Produktdokumentationen"). Den utökade garantin omfattar inte skåp som inte har använts i enlighet med Produktdokumentationen under hela sin livslängd.

Vi kan inte försäkra er om skåpens prestanda om ni använder dem på annat sätt än i strikt överensstämmelse med Produktdokumentationen eller om ni använder dem på eller tillsammans med produkter eller tjänster som inte tillhandahålls och konfigureras av oss. UNDERLÅTENHET ATT ANVÄNDA ENDAST VÅRA AUKTORISERADE PRODUKTER ELLER TJÄNSTER I ELLER PÅ SKÅPEN UPPHÄVER DESSA ERBJUDANDESPECIFIKA VILLKOR OCH VÅRA SKYLDIGHETER GENTEMOT DIG. Om du under någon period inte omfattas av vår utökade garanti och vill starta eller återuppta sådan täckning, kommer återupptagandet att ske efter vårt gottfinnande, och vi kan debitera dig garantiavgiften för den period du inte omfattades.

Den utökade garantin täcker inte skador som orsakats av orsaker utanför skåpet, t.ex. försumlighet eller felaktig användning eller hantering, olyckshändelse, externt elektriskt fel, underlåtenhet att följa förpacknings- eller leveransanvisningar, användning av obehöriga produkter tillsammans med våra produkter eller reparationer eller modifieringar som inte utförts av oss eller våra auktoriserade

tjänsteleverantörer eller som utförts under vår ledning och rådgivning. Vi tillhandahåller utökad garanti, genom att byta ut skåpet eller på annat sätt, endast i den utsträckning som krävs för att skåpet ska fungera korrekt; kosmetiska skador på skåpet täcks inte.

7. All-inclusive-avgift: Avgiften som du betalar för den förlängda garantin är ett all-inclusive-pris. Kostnaden för att diagnostisera felet i skåpet ingår i denna avgift och faktureras därför inte separat. Kostnaden för den förlängda garantin kommer inte att specificeras per komponent (t.ex. diagnos kontra ersättningskostnad). Kontakta din lokala IDEXX-försäljningsrepresentant för mer information om de avgifter som gäller för den förlängda garantin.

8. Uppsägning: Den utökade garantin kan sägas upp av endera parten efter sextio (60) dagars skriftligt meddelande till den andra parten. Om den sägs upp av dig utan orsak eller av oss på grund av att du bryter mot dessa Erbjudandespecifika Villkor, ska du inte ha rätt till någon återbetalning av någon avgift som du har betalat. Om den utökade garantin sägs upp av oss utan anledning, ska IDEXX återbetala en proportionell del av den avgift som betalats till er. Vi förbehåller oss rätten att vägra tillhandahålla utökad garanti till dig om du bryter mot dessa Erbjudandespecifika Villkor eller om ditt konto hos något IDEXX-företag för någon produkt eller tjänst är förfallet.

Software Offerings

Antivirus Services

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Description of Service. IDEXX will provide managed antivirus software and related services as described in the applicable Documentation (together the "Antivirus Service"). The Antivirus Service is sublicensed to you by IDEXX from a Third-Party software provider, currently Trend Micro, Inc. (the "Antivirus Service Provider"). We have the right to provide you a replacement antivirus service with substantially similar functionality to the current service. Documentation about the current Antivirus Service provided by Trend Micro, Inc. may be found on the Trend Micro website.

2. Fees and Registration. Monthly fees are assessed on a calendar-month basis and may not be prorated, and you acknowledge that, if you possess a license to the Antivirus Service for any part of a given calendar month, you will be charged the full monthly fee for that month. In order to receive the Antivirus Service and maintenance (as defined below), you must register with IDEXX. Registration requires, among other things, an entity name and address, administrative/technical contact name and information, an email address, and/or other information requested by IDEXX.

3. Maintenance. A paid license to the Antivirus Service during the term entitles you to receive: (a) technical support from IDEXX as further described in Section 8 below; and (b) Antivirus Service updates (collectively "maintenance").

4. Subscriber Responsibilities. You acknowledge that no anti-virus solution is completely failsafe, and you are solely responsible for selecting and implementing appropriate backup, security practices and

other procedures to further protect your data from damage, theft, or loss caused by viruses or other malware.

5. License. Your license is non-exclusive and limited to only the authorized number of computers purchased by you. As used in this paragraph, “computers” means personal computers, servers, workstations, handheld personal computers, cellular or mobile telephone or other digital electronic devices, but not virtual machines, for which a separate license is required. Only IDEXX or our licensor, as opposed to you the licensee, may access or use the product on your behalf.

6. Third-party Beneficiary. Trend Micro is a Third-Party beneficiary of the provisions of the Master Terms, including the Software Offering General Terms and these Offering Specific Terms to the extent such provisions relate to Trend Micro’s rights.

7. Term. You agree to accept these terms from the date you receive the product serial number, registration key, activation code, or order confirmation, whichever is earlier.

8. Support.

IDEXX provides the following standard support services to Antivirus Services subscribers:

- Updates
- Technical support/troubleshooting
IDEXX support hours: Monday through Friday 6:30 a.m. to 8:00 p.m. Central Time and Saturday 7:00 a.m. to 4:00 p.m. Central Time
 - Limited or no standard support is available on IDEXX holidays. (In the U.S., these currently are New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, and Christmas Day.)
 - After-hours 24/7 emergency support is available for additional fees.

Issues covered:

- General product inquiries
- Error/Problem resolution
- Installation
- Configuration

Note:

- You control certain settings (e.g., times of scheduled scans, types of websites that should be blocked) for the product. You or your local information technology provider must make any changes to settings, which you may do through your product portal. IDEXX technical support will not change these settings for you unless such changes are needed for IDEXX Cornerstone

Practice Management Software to function, in which case we will make such changes only with your permission.

- IDEXX does not support operating system software.

9. IDEXX Antivirus Services Minimum Technology Requirements. Technical Environment. You acknowledge that, for the product to operate effectively, each computer must have regular access to the Internet so that updates can be routinely installed. You must maintain the minimum technology standards set forth here.

You must meet the following technology requirements:

Installation: High-speed Internet connection on all computers on which the software will be installed.

Operating System:

Windows® 8 .1 Pro*

Windows® 10 Pro*

Windows® 11 Pro*

Windows Server® 2012*

Windows Server® 2012 R2*

Windows Server® 2016*

Windows Server® 2019*

Windows Server® 2022*

**Requires the latest available service pack(s) and/or update(s) be installed from Microsoft.*

Hardware: CPU and RAM to meet the basic requirements of your operating system, as prescribed by Microsoft.

10. PCI DEXX Service Provider Acknowledgement. We provide services to you which may involve the processing, storage, and/or transmission of merchant credit cardholder data, as defined by the Payment Card Industry Data Security Standards version 3.2 ("PCI DSS"), and are therefore considered a "service provider" under the definitions provided in the PCI DSS. In connection with your Use of the Offerings, you are required to adhere to the PCI DSS promulgated by the PCI Security Standards Council. Requirement 12.8.2 of the PCI DSS requires that you maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that we (service provider) control or possess on your behalf, or to the extent that it could impact the security of your cardholder data environment. Requirement 12.8.4 of the PCI DSS requires you to maintain a program to monitor the service provider's PCI DSS compliance status. Requirement 12.8.5 of the PCI DSS requires you to maintain information about which PCI DSS requirements are managed by us (service provider) and you.

In fulfillment of the requirements listed above:

- We agree and accept responsibility for the security of cardholder data maintained, including the functions relating to storing, processing, and transmitting of the cardholder data, per the methods outlined in the PCI DSS.

- We affirm that, as of the date you initially subscribe to the applicable Offering, we have complied with all applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate our compliance with the PCI DSS.
- The current status of PCI DSS compliance, and evidence of the most recent Attestation of Compliance ("AOC"), of your applicable offering is available to you at www.idexx.com/pci.
- We agree to make commercially reasonable efforts to notify you, as soon as practicable, should the compliance status change. Further, and upon request, we agree to provide you with a remediation plan and schedule, to achieve compliance.

We agree to maintain an updated list of PCI DSS requirements for which we are responsible. The list is publicly accessible and is located at www.idexx.com/pci

Connectivity Services

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Connectivity Services. IDEXX SmartLink and IDEXX InterLink enable sharing of information between your IDEXX equipment and your practice information management software ("PIMS"), whether licensed to you from IDEXX or a Third-Party. IDEXX SmartService intelligent device management service ("SmartService") enables a connection between your IDEXX equipment and IDEXX as described in the Offering Specific Terms for SmartService. The services described in this section are collectively referred to as your "Connectivity Services."

2. Installation of Connectivity Services. The installation of IDEXX diagnostic instruments and digital imaging products is separate from the installation of connections with your PIMS or IDEXX SmartService. The installation of your Connectivity Services may be conducted only after delivery and installation of your IDEXX equipment. You may be required, at your cost, to enter into a contract for service or installation, or to purchase additional hardware or software, in order to make the Connectivity Services function properly and allow sharing of information between your IDEXX equipment and your practice management software or IDEXX.

3. Connection with Third-Party Practice Management Software. We do not warrant connectivity of IDEXX equipment with Third-Party practice management software or performance of data sharing (including without limitation diagnostic results) with Third-Party practice management software. WE PROVIDE THE NECESSARY INFORMATION AND DOCUMENTATION TO MANY PRACTICE MANAGEMENT SOFTWARE PROVIDERS IN ORDER FOR THEM TO PREPARE THEIR HARDWARE AND SOFTWARE SYSTEMS FOR CONNECTIVITY. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR PRACTICE MANAGEMENT SOFTWARE IS PREPARED TO CONNECT WITH IDEXX EQUIPMENT. If you decide not to purchase any additional software and hardware required for the Connectivity Services to function, you are not entitled to rescind your purchase of your IDEXX diagnostic instruments or digital imaging products.

4. Additional Terms. We do not warrant performance of the Connectivity Services unless and until you have installed an Internet connection or such additional hardware or software as we determine is

necessary. At the time of installation of IDEXX SmartLink technology, the warranty contained in the Software Offering Specific Terms applicable to your purchase of Cornerstone software will apply. At the time of installation of SmartService, the terms and conditions contained in the SmartService Offering Specific Terms will apply. At the time of installation of IDEXX InterLink technology, the Software Offering Specific Terms in Section 5 (IDEXX InterLink Application Terms) below will apply.

5. IDEXX InterLink Application Terms

5.1 InterLink permits the transfer of information between your IDEXX VetLab Station Software and the computer where the InterLink application is installed (the "Target Computer"). The Interlink application may also allow you to download data from the IDEXX Reference Laboratory through IDEXX Software Offerings. The data includes, but is not limited to, client ID, client name, patient name, diagnostic results, connected instruments, and laboratory information. The InterLink application, working in conjunction with software installed on your IDEXX VetLab Station Software, will permit patient data to be transferred bi-directionally from the Target Computer to the IDEXX VetLab Station and from the IDEXX VetLab Station to the Target Computer. After the data has been stored on the Target Computer, it is the responsibility of you and (if applicable) your PIMS supplier to manage the information. Note that the Interlink application may not be capable of providing such an interface for all IDEXX products owned or used by you.

5.2 Verification: Prior to installing the Interlink application, you are responsible for ensuring that you have the rights to install it on your network. You agree to verify your settings and compatibility with your PIMS supplier. Failure to do so may result in the Interlink application interfering with the functioning of your PIMS.

5.3 Technical Environment: In order to use the Interlink application to enable connectivity between the IDEXX VetLab Station Software and your Target Computer, you must have an Ethernet connection between your Target Computer and your IDEXX VetLab Station as specified by us. You shall provide and incur the cost of the IDEXX VetLab Station and other IDEXX instruments and the Ethernet connection. You shall provide the appropriate network connectivity for the Interlink application to operate properly. In addition, the IDEXX VetLab Station must have the SmartService™ function activated, which requires access to a high speed Internet connection. Without SmartService, IDEXX will not be able to provide any technical support to troubleshoot the Interlink application. Note: This functionality is not available in all geographies.

5.4 Connectivity and Privacy. IDEXX may have access to your data stored on the IDEXX VetLab Station through SmartService. Our use of that data is governed by the separate SmartService Software Offering Terms and the IDEXX Privacy Policy, available at www.idexx.com.

IDEXX Cornerstone®

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

Please refer to your order form for the support level that you have elected from the options summarized under Section A below. For additional general terms and terms specific to particular support levels, see below under Sections B and C.

A. IDEXX Support Levels

1. Cornerstone Software Support

Cornerstone Software Support is designed for practices that want to maintain the most up to date version of Cornerstone and want access to the IDEXX Cornerstone Support team yet are comfortable supporting their other system and hardware components. You are responsible for your own network security. Cornerstone Software Support provides:

- Telephone support coverage for troubleshooting Cornerstone Software related issues and “how-to” questions on Cornerstone Software only:
 - Over the telephone configuration of Cornerstone Software.
 - IDEXX will support the resolution of issues related to how Third-Party products integrate with IDEXX Cornerstone. Coverage for Third-Party software itself is not included and is the responsibility of the respective vendors.
 - Does not cover issues related to failure or misconfiguration of computers, operating systems, networking equipment and peripheral devices. Note: issues not related to the configuration of Cornerstone are outside the scope of this level of support.
- Remote access support for Cornerstone Software. A high-speed Internet connection is required.
- All telephone and remote access support is provided during normal business hours from 6:30 a.m. to 8:00 p.m. Central Time, Monday through Friday, and 7:00 a.m. to 4:00 p.m. Central Time, Saturdays, except holidays. After-hours and holiday telephone support for Cornerstone Software is available on a fee-for-service basis, at IDEXX’s standard rates.
- Software updates are provided electronically via a remote connection. If you require a DVD copy of software, an additional fee will apply.
- Web-based resource materials for Cornerstone Software.
- Monthly Cornerstone In Practice eNewsletter.
- Additional charges will apply for custom built reports that are not currently included with Cornerstone.

2. System Support

System Support is designed to build on the support included in Cornerstone Software Support to provide practices access to IDEXX Cornerstone Support team for assistance with IDEXX Certified products (such as servers, workstations, laptops, printers, routers and Third-Party software). “IDEXX Certified products” are devices that have been tested and approved to ensure compatibility and optimal performance with the Cornerstone Software, which are purchased exclusively through IDEXX. IDEXX Certified products

must be configured based on IDEXX standard configurations and recommended settings as provided in applicable Documentation**.

In addition to the coverage included in Cornerstone Software Support described above, System Support provides practices with access to:

- Installation, configuration, troubleshooting and support, over the telephone, for IDEXX Certified products.
- Telephone and remote access support coverage for issues related to failure of IDEXX Certified products. A high-speed Internet connection is required.
- Limited coverage for equipment that is not IDEXX Certified, including recommendations related to the use of Cornerstone. Support includes:
 - Installation of external peripheral devices (such as printers, scanners and battery backups).
 - Initial troubleshooting of issues with printers or peripheral devices.
 - Initial troubleshooting of issues with workstations or servers on systems that have been configured based on IDEXX's recommended settings.
- Verification of the presence of a virus or other malware. Virus or malware removal may be provided by the antivirus software provider. There is no guarantee a virus can be removed. Any work performed by IDEXX due to a virus or malware will be provided at IDEXX's current billable rates.
- Dispatch of hardware service by original manufacturer, if applicable, for IDEXX Certified Dell® products that are currently under manufacturer's warranty. Not available for any other IDEXX Certified products.
- ** IDEXX Standard configurations and settings include the following:
 - For details on the current Hardware and Operating System Guidelines, including IDEXX Standard configurations and recommended settings visit www.idexx.com/cornerstonespecifications.
 - For details on Cornerstone configurations and settings visit the Backup, Network, Hardware, Security and OS section of the Cornerstone Resources section of idexx.com at www.idexx.com/cornerstoneresources.

3. Sentry Support

Sentry Support is designed to build on the items included in Cornerstone Software Support and System Support to provide proactive system protection. In addition to the coverage included in those services described above, Sentry Support provides practices a quarterly network assessment including:

- Verification of IDEXX Certified backup software and IDEXX Data Backup and Recovery Solution and review of error logs.

- Review of IDEXX Certified anti-virus subscription status and error logs.
- General review of system error logs to identify potential issues.
- Confirmation that equipment meets the current IDEXX Hardware and Operating System Guidelines (www.idexx.com/cornerstonespecifications).
- Verification of database size, log file size, image directory size.
- Report that includes findings and recommendations that are based on the above.

Sentry Support also provides twenty-four (24)-hour on-call support coverage for critical Cornerstone Software or IDEXX Certified product issues that prevent you from using your Cornerstone Software, such as database corruptions or server failures.

4. Hardware Guardian Service

Hardware Guardian Service is a per device service which provides a support option above and beyond the original equipment manufacturer's warranty, available on select equipment purchased from IDEXX. This level of service is designed to reduce interruptions and downtime. Hardware Guardian requires System or Sentry Support coverage. Operating System, software and security related events are not covered by Hardware Guardian Service.

Note: Hardware Guardian Service for Dell equipment requires the product is currently under original equipment manufacturer warranty. In addition to the coverage included in Cornerstone Software Support, System Support, and Sentry Support described above, Hardware Guardian Service provides practices with:

- Functionally equivalent loaners or replacement equipment (at IDEXX's discretion) in the event original equipment cannot be repaired onsite. IDEXX or manufacturer may use new or quality parts and/or equipment that are equivalent or superior in performance.
 - The original manufacturer or its authorized service provider may perform repair/replacement services at your site. If the problem cannot be corrected at your site, then the product may be repaired or replaced, at the manufacturer's option, at an IDEXX, service provider, or manufacturer facility.
- Next Business Day shipping of loaner or replacement if reported by:
 - 11 a.m. Central Time for servers
 - 1 p.m. Central Time for workstations
 - 2 p.m. Central Time peripherals
- Does not include onsite installation.

B. Additional Terms (for all support levels)

1. Service Standards

We will use reasonable commercial efforts to provide support services at the level you have selected. We do not guarantee uninterrupted or error-free operation of software or hardware/network system equipment. We support only the two (2) most current release versions of Cornerstone Software. For all support levels, you are responsible for your own network security. We do not provide on-site support. We may install and activate Third-Party software on your server and workstations to permit us to remotely access your network, in order to provide the support services to you. You authorize us to access your practice's data through this Third-Party software, including any client data that is included in your data, and to combine or associate such data with any other of your data that we are permitted to use, for the purposes of: (a) remote monitoring, troubleshooting, diagnosing, and servicing your practice management network environment from your practice site; (b) remotely deploying, removing and upgrading your IDEXX services and system environment; (c) providing your clinic with analysis of its software and hardware performance and utilization either on a stand-alone basis or in comparison with other de-identified clinics; (d) backing up and storing your data; (e) aggregating your data with other data (including data from other practices using our support services) for research and analysis; (f) otherwise providing support services to you; and (g) advancing and defending our legal rights. By purchasing or receiving the support services, you agree to abide by the terms and conditions of such Third-Party software, as they may be updated from time to time. You acknowledge that all services and support will be provided in English language only.

2. Fees; Automatic Renewal

Cornerstone Software, System and Sentry Support are each on a per-seat basis. Hardware Guardian Service is on a per-device basis. To receive support, you must be current (paid in full) on all support fees for the level you have selected. We provide support on a twelve (12)-month basis. Support shall automatically renew each year for Cornerstone Software, System and Sentry Support unless you give us written notice thirty (30) days before the end of the initial service period or any subsequent renewal of your intention to discontinue the service. Hardware Guardian Service shall automatically renew each year with the exclusion of Dell® computers that are no longer under manufacturer warranty unless you give us written notice thirty (30) days before the end of the initial service period or any subsequent renewal of your intention to discontinue the service.

If we allow you to pay in installments it is as an accommodation to you, and you agree to pay the entire fee.

IDEXX may increase our fees or amend or modify this schedule from time to time. The fee for any extension of the support period will be as indicated in our invoice to you. We may invoice you before the current support period expires. If you wish to continue receiving support, you must pay the fee before the beginning of any extension.

If for any period of time you are not covered by our support and wish to start or resume such coverage, we may charge you the support fee for any period you were not covered.

Either party may terminate support on thirty (30) days' written notice to the other. If we terminate other than due to your breach, we will refund to you a prorated portion of the fee. If you terminate other than due to a breach by us, you are not entitled to any refund.

If at any time you have not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights we may suspend our support.

3. Returns

All sales are final. You may not return products to us without our prior written authorization. Authorized returns will be credited, replaced, or refunded for the full amount (excluding shipping charges) if the item(s) are unopened and returned within thirty (30) days from your receipt of the item(s). Opened items, or those not returned in original packaging complete with all contents and documentation will be assessed a restocking fee equal to a minimum twenty-five percent (25%) and a maximum of full product value dependent on the condition and saleability of the product. Special order items and software cannot be returned.

Defective items: You have thirty (30) days from receipt of the item to notify IDEXX of a defective hardware unit that is from an original equipment manufacturer. IDEXX will issue you a return authorization and send a new replacement unit. After thirty (30) days of receipt of unit, IDEXX will not replace a defective unit and customer must work directly with the original equipment manufacturer to receive a new replacement.

4. Data/Image Storage and Backup Data

You are responsible for performing backups or otherwise preserving all of your critical files and data. We are not responsible for preserving any data on any equipment repaired at your site or returned to us or directly to the manufacturer/service provider.

IDEXX recommends a backup media rotation that includes multiple copies including daily, monthly and yearly backups. IDEXX recommends storage of backup media either offsite or onsite in a data-rated fireproof safe. Upon request IDEXX can provide you our backup recommendations. IDEXX will not be held liable for unsupported backup solutions or improper use of IDEXX provided backup solutions. IDEXX is not liable for any data integrity or data loss; this is the sole responsibility of the customer.

5. Third-Party Hardware – Cornerstone Exclusion

Because of the variety of non-software related equipment factors that can adversely affect software performance, reliability or use, we cannot make guarantees in how they may affect Cornerstone Software unless it is used only with a hardware/network system provided and configured by us or that meets our exact specifications. If you use Cornerstone Software on a hardware/network system not provided and configured by us, our software is provided to you on an “AS IS” basis, and you release us from any and all obligations of these Offering Specific Terms or otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the performance, reliability or use of our Cornerstone Software.

6. Third-Party Software Exclusion

With respect to Third-Party software provided by us, we are acting only as a distributor of these products, which are manufactured or supplied by others. Accordingly, these products are provided on an “AS IS” basis, and you release us from any and all obligations of these Offering Specific Terms or

otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the use or performance of these products. Third-Party product manufacturers or suppliers may provide their own warranties or support. Licenses under the LGPL, Berkeley Software Distribution (BSD) and other “open source” libraries or utilities generally disclaim any and all warranties, as specified in the licenses to those programs that accompany the software products.

7. Antivirus Exclusion

With respect to any antivirus software incorporated into our Software, our warranty and disclaimer and your responsibilities are set forth in the Software Offering General Terms. As described therein, IDEXX has no obligation to repair damage resulting from computer viruses, spyware, malware, worms, other harmful programs or network security threats. Any work performed by IDEXX due to malware will be subject to our current billable rate. Depending on the circumstances, IDEXX may recommend the computer be reloaded at the current billable rate. Antivirus software provided by a Third-Party is subject to the applicable Offering Specific Terms.

8. Hardware and Expendable Parts Exclusions

With respect to hardware/network system components, we are acting only as a distributor of these products, which are manufactured or supplied by others. Accordingly, these products are provided on an “AS IS” basis, and you release us from any and all obligations or otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the use or performance of these products.

We do not guarantee or warrant expendable or consumable parts, such as fuses, batteries, bulbs, cables, adapters, print heads, keyboards, mice, tapes, cartridges, CDs/DVDs or other supplies or media, all of which we provide on an “AS IS” basis, however, we will provide basic troubleshooting assistance based on your IDEXX support coverage.

9. Exclusions for Improper Use, Etc.

We are not responsible for the performance of IDEXX products if you use products or services not provided by us. FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON YOUR SOFTWARE OR EQUIPMENT VOIDS OUR OBLIGATIONS TO YOU.

Our support does not cover problems resulting from any causes external to our products, such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; malware or other harmful programs; or repairs or modifications made by anyone other than us or our authorized service providers. You are responsible for working with the original vendor to resolve any issues related to Cornerstone Software performance, reliability or use that occur as the result of the installation of unauthorized products. We further do not have any obligations with respect to modifications made by you to versions of libraries subject to the LGPL or any other Third-Party program.

10. Your Obligations

You must take reasonable care of the original equipment manufacturer products, maintain them in a clean controlled environment and carry out routine maintenance and upgrades recommended by us in the applicable user guide, instructions, other documentation or otherwise communicated to you from

time to time. You are responsible for cleaning, maintaining and wall-mounting products based on original equipment manufacturer specifications.

You must provide reasonable supporting data to help identify reported problems. Your personnel who contact us about product support must be knowledgeable about and trained on the products and available to work with IDEXX support team until problem is resolved. You must maintain any recovery media and make them available as needed. You must promptly install new release versions of software that we may periodically send you. You must install updates to your operating system, and you must install all necessary updates to your equipment provided by the original equipment manufacturer including but not limited to drivers, firmware and BIOS as we may periodically recommend. We are not liable for loss of your data; we strongly recommend that you regularly perform a system back up on applicable products and store said backups in a safe location to minimize loss in case of a malfunction.

Network Configuration Integrity: You are required to adhere to the configuration guidelines provided by IDEXX to ensure optimal performance, reliability and use. If you fail to adhere to the configuration guidelines, you will be charged our then standard rates to identify and remediate any network anomaly.

Scalability Exclusion: IDEXX uses information supplied by the customer to provide a good faith estimate of the practice computer networking needs to support Cornerstone Software. You are required to manage, monitor and plan upgrades with the guidance of IDEXX support personnel to ensure you are proactive in assessing and implementing the systems upgrades required to meet the needs of the growing practice. Practice growth rates vary along with the technology needs of the practice; therefore, the equipment and scalability are one hundred percent (100%) the responsibility of the customer and IDEXX implies no warranty on the future requirements of the practice for the equipment being purchased.

11. PCI DEXX Service Provider Acknowledgement

11.1 Cornerstone Software may involve the processing, storage, and/or transmission of merchant credit cardholder data, as defined by the Payment Card Industry Data Security Standards version 3.2 ("PCI DSS") and are therefore considered a "service provider" under the definitions provided in the PCI DSS. In connection with your use of the offerings, you are required to adhere to the PCI DSS promulgated by the PCI Security Standards Council.

11.2 Requirement 12.8.2 of the PCI DSS requires that you maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that we (service provider) control or possess on your behalf, or to the extent that it could impact the security of your cardholder data environment. Requirement 12.8.4 of the PCI DSS requires you to maintain a program to monitor the service provider's PCI DSS compliance status. Requirement 12.8.5 of the PCI DSS requires you to maintain information about which PCI DSS requirements are managed by us (service provider) and you. In fulfillment of the requirements listed above:

11.2.1 We agree and accept responsibility for the security of cardholder data maintained, including the functions relating to storing, processing, and transmitting of the cardholder data, per the methods outlined in the PCI DSS.

11.2.2 We affirm that, as of the date you initially subscribe to the applicable offering, we have complied with all applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate our compliance with the PCI DSS.

11.2.3 The current status of PCI DSS compliance, and evidence of the most recent Attestation of Compliance ("AOC"), of your applicable offering is available to you at www.idexx.com/pci.

11.2.4 We agree to make commercially reasonable efforts to notify you, as soon as practicable, should the compliance status change. Further, and upon request, we agree to provide you with a remediation plan and schedule, to achieve compliance.

11.2.5 We agree to maintain an updated list of PCI DSS requirements for which we are responsible. The list is publicly accessible and is located at www.idexx.com/pci.

C. Additional Terms (specific to particular support levels)

1. Cornerstone Software Support

At our option, you may be required to upgrade to the current version of Cornerstone Software as part of the problem solution.

Software updates do not include new products, features, modules or enhancements for which we generally charge an additional license fee. When we issue a software update, you will be responsible for ensuring your hardware meets the IDEXX Hardware and Operating System Guidelines (www.idexx.com/cornerstonespecifications) if you wish to receive that update.

2. System Support

System Support does not include any service beyond telephone/Internet based support. You are responsible for the cost of any required repairs (to the extent not covered by the manufacturer's or supplier's warranty) that we cannot resolve. If you have to ship equipment from your site for service, you are responsible for all shipping costs and insurance to and from your site. System Support does not include free loaner or replacement equipment. Loaner or replacement equipment for products purchased from IDEXX may be provided at IDEXX's discretion.

We provide recovery media with your initial purchase so that you can restore the system to its original state; if these are not available at your site, you must purchase a new copy of the recovery media from IDEXX or return the equipment to us for recovery. We are not responsible for the return of any tapes, cartridges, CDs/DVDs or other supplies or media contained in any equipment provided to us or to our service provider for service. You are responsible for any shipping charges related to the recovery of your system.

3. Sentry Support

To receive Sentry Support, you must maintain a high-speed Internet connection for remote access. We will contact you to perform a proactive evaluation of your system on a quarterly basis and provide you

the results of our evaluation and any recommendations. We will also work with you to schedule quarterly Cornerstone database rebuilds to help ensure optimal performance of your Cornerstone Software; you must make your system reasonably available to perform these services. Sentry Support provides an assessment of your hardware/network system only; we do not guarantee uninterrupted or error-free operation of your system.

4. Hardware Guardian Service

Hardware Guardian Service is a per device service which provides a support option above and beyond the original equipment manufacturer warranty which is available on select equipment purchased from IDEXX. Hardware Guardian Service provides functionally equivalent loaner or replacement equipment (at IDEXX's discretion). If loaner equipment is provided, it is to be used until the failed equipment can be repaired and implemented back into the network. Hardware Guardian requires a customer to have a valid System or Sentry Support coverage. Hardware Guardian Service does not cover anything other than the hardware device. Operating System, software, and security related events are not covered by Hardware Guardian Service. Hardware Guardian Service does not include onsite installation.

IDEXX or manufacturer may use new or quality parts and/or equipment that are equivalent or superior in performance. Hardware Guardian Service for Dell equipment requires the product is currently under original equipment manufacturer warranty.

The original manufacturer or its designated service provider may perform repair/replacement services at your site. If the problem cannot be corrected at your site, then the product may be repaired or replaced, at the manufacturer's option, at our facilities or at the manufacturer's or other service provider's facilities.

You must return any such equipment to specified designated facility for examination with no associated cost for shipping. Before you return any equipment, a Return Material Authorization (RMA) will be issued to you by IDEXX or the original manufacturer. It is your responsibility to back up and retain a copy of any critical files stored on your system. All exchanged parts and equipment become IDEXX's or the original manufacturer's property.

Incidents that require equipment to be sent and that equipment requires "preparation and configuration" need to be received by 11:00 AM Central Time for servers, 1:00 PM Central Time for workstations and 2:00 PM Central Time for peripherals to ensure standard same day shipment. Incidents reported after these times may result in shipping on the next business day.

Saturday or other expedited delivery will be an additional charge if available in your area and requested by the customer. Guardian only includes standard next business day shipping.

If IDEXX or the original manufacturer issues a Return Material Authorization (RMA) for pickup, you must have the equipment ready and packed with material to keep from damage during shipping, for pickup from the pre-determined shipping company of our choice. We reserve the right to invoice you for shipping charges incurred for refusal of scheduled device retrieval. You agree to return equipment to us

or to our service provider within fifteen (15) days after your receipt of your repaired equipment. Equipment that is not returned within fifteen (15) days may be billed for the cost of said equipment.

IDEXX Cornerstone® Subscription

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

IDEXX Cornerstone Subscription provides in one subscription Offering all four of the support levels described in the Offering Specific Terms for IDEXX Cornerstone. The terms provided in the [Offering Specific Terms for IDEXX Cornerstone](#) shall apply to these Offering Specific Terms for IDEXX Cornerstone Subscription, modified as follows:

1. Cornerstone Subscription and Hardware Guardian Service. All support described in Section A.1-3 (Software Support, System Support, Sentry Support) of the [Offering Specific Terms for IDEXX Cornerstone](#) shall be provided under IDEXX Cornerstone Subscription. You do not need to select a support services level. The Hardware Guardian Service described in Section A.4 of the Offering Specific Terms for IDEXX Cornerstone shall also be provided.

2. Fees; Automatic Renewal

2.1 IDEXX Cornerstone Subscription is a tier-based program based on number of users. Hardware Guardian Service is on a per-device basis. To access, use, and receive support for IDEXX Cornerstone, you must have a current subscription.

2.2 Hardware Guardian Service is an annual subscription service. Your Hardware Guardian Service shall automatically renew each year with the exclusion of Dell® computers that are no longer under manufacturer warranty unless you give us written notice thirty (30) days before the end of the annual billing cycle of your intention to discontinue the service. IDEXX may increase our fees or amend or modify these Offering Specific Terms for IDEXX Cornerstone Subscription from time to time.

2.3 If your subscription is terminated and/or suspended, you may no longer access or use the Cornerstone Software. Following termination or suspension of your subscription, we reserve the right to: (a) remove Cornerstone Software and database from your system, either in person at your practice site or remotely through your system; or (b) request that you destroy all copies of the Cornerstone Software in your possession or control, and certify such destruction; or (c) remove the Cornerstone Software in any other manner, at our sole discretion.

2.4 At the end of the Initial Term as described in your order form, either party may terminate this subscription at the end of a billing cycle provided such party has given at least ninety (90) days' written notice to the other. If at any time you have not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights we may suspend your subscription and access to the Cornerstone Software.

3. Returns Not Applicable. Section B.3 Returns set forth in the [Offering Specific Terms for IDEXX Cornerstone](#) is not applicable to IDEXX Cornerstone Subscription.

4. Sections C.1-3 of the [Offering Specific Terms for IDEXX Cornerstone](#) shall be modified as follows for Cornerstone Subscription:

4.1 Updates. At our option, you may be required to upgrade to the current version of Cornerstone Software as part of the problem solution. Software updates do not include new products, features, modules, or enhancements for which we generally charge an additional license fee. When we issue a Software update, you will be responsible for ensuring your hardware meets the IDEXX Hardware and Operating System guidelines (www.idexx.com/cornerstonespecifications) if you wish to receive that update.

4.2 Onsite Service. IDEXX Cornerstone Subscription does not include any service beyond telephone/Internet based support. You are responsible for the cost of any required repairs (to the extent not covered by the manufacturers or supplier's warranty) that we cannot resolve. If you must ship equipment from your site for service, you are responsible for all shipping costs and insurance to and from your site. IDEXX Cornerstone Subscription does not include free loaner or replacement equipment. Loaner or replacement equipment for products purchased from IDEXX may be provided at IDEXX's discretion.

4.3 Recovery. We provide recovery media with your initial purchase so that you can restore the system to its original state; if these are not available at your site, you must purchase a new copy of the recovery media from IDEXX or return the equipment to us for recovery. We are not responsible for the return of any tapes, cartridges, CDs/DVDs or other supplies or media contained in any equipment provided to us or to our service provider for service. You are responsible for any shipping charges related to the recovery of your system.

4.4 Quarterly Review. You must maintain a high-speed Internet connection for remote access. We will contact you to perform a proactive evaluation of your system on a quarterly basis and provide you the results of our evaluation and any recommendations. We will also work with you to schedule quarterly Cornerstone database rebuilds to help ensure optimal performance of your Cornerstone Software; you must make your system reasonably available to perform these services. IDEXX Cornerstone Subscription provides an assessment of your hardware/network system only; we do not guarantee uninterrupted or error-free operation of your system.

5. PCI DEXX Service Provider Acknowledgement

5.1 IDEXX Cornerstone Subscription may involve the processing, storage, and/or transmission of merchant credit cardholder data, as defined by the Payment Card Industry Data Security Standards version 3.2 ("PCI DSS") and are therefore considered a "service provider" under the definitions provided in the PCI DSS. In connection with your use of the offerings, you are required to adhere to the PCI DSS promulgated by the PCI Security Standards Council.

5.2 Requirement 12.8.2 of the PCI DSS requires that you maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that we (service provider) control or possess on your behalf, or to the extent that it could impact the security of your cardholder data environment. Requirement 12.8.4 of the PCI DSS requires you to maintain a

program to monitor the service provider's PCI DSS compliance status. Requirement 12.8.5 of the PCI DSS requires you to maintain information about which PCI DSS requirements are managed by us (service provider) and you. In fulfillment of the requirements listed above:

5.3 We agree and accept responsibility for the security of cardholder data maintained, including the functions relating to storing, processing, and transmitting of the cardholder data, per the methods outlined in the PCI DSS.

5.4 We affirm that, as of the date you initially subscribe to the applicable offering, we have complied with all applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate our compliance with the PCI DSS.

5.5 The current status of PCI DSS compliance, and evidence of the most recent Attestation of Compliance ("AOC"), of your applicable offering is available to you at www.idexx.com/pci.

5.6 We agree to make commercially reasonable efforts to notify you, as soon as practicable, should the compliance status change. Further, and upon request, we agree to provide you with a remediation plan and schedule, to achieve compliance.

5.7 We agree to maintain an updated list of PCI DSS requirements for which we are responsible. The list is publicly accessible and is located at www.idexx.com/pci.

Data Backup and Recovery

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Minimum Technical Requirements. To the extent that you use IDEXX Data Backup and Recovery Services in connection with IDEXX Cornerstone Software (the "Backup Service"), you are responsible for acquiring and maintaining, at your expense, a broadband Internet connection with speeds of 256 Kbps upload or faster. We do not recommend satellite or cellular broadband connection due to the instability of the connection and latency. Subscriber responsibilities include any costs associated with required hardware, supporting operating system, Internet access and appropriate network connectivity for the software to operate properly. You are also responsible for ensuring that the communication services and equipment that you use to connect to the IDEXX server are error free and reliable. You must notify us of any changes in your technical environment so that we may properly adjust your data on the IDEXX server.

2. PCI DEXX Service Provider Acknowledgement

2.1 The Backup Service may involve the processing, storage, and/or transmission of merchant credit cardholder data, as defined by the Payment Card Industry Data Security Standards version 3.2 ("PCI DSS") and are therefore considered a "service provider" under the definitions provided in the PCI DSS. In connection with your use of the offerings, you are required to adhere to the PCI DSS promulgated by the PCI Security Standards Council.

2.2 Requirement 12.8.2 of the PCI DSS requires that you maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that we (service provider) control or possess on your behalf, or to the extent that it could impact the security of your cardholder data environment. Requirement 12.8.4 of the PCI DSS requires you to maintain a program to monitor the service provider's PCI DSS compliance status. Requirement 12.8.5 of the PCI DSS requires you to maintain information about which PCI DSS requirements are managed by us (service provider) and you. In fulfillment of the requirements listed above:

2.2.1 We agree and accept responsibility for the security of cardholder data maintained, including the functions relating to storing, processing, and transmitting of the cardholder data, per the methods outlined in the PCI DSS.

2.2.2 We affirm that, as of the date you initially subscribe to the applicable offering, we have complied with all applicable requirements to be considered PCI DSS compliant, and have performed the necessary steps to validate our compliance with the PCI DSS.

2.2.3 The current status of PCI DSS compliance, and evidence of the most recent Attestation of Compliance ("AOC"), of your applicable offering is available to you at www.idexx.com/pci.

2.2.4 We agree to make commercially reasonable efforts to notify you, as soon as practicable, should the compliance status change. Further, and upon request, we agree to provide you with a remediation plan and schedule, to achieve compliance.

2.2.5 We agree to maintain an updated list of PCI DSS requirements for which we are responsible. The list is publicly accessible and is located at www.idexx.com/pci.

ezyVet and Vet Radar

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Software Availability and Downtime

1.1 IDEXX strives to maintain the availability of the ezyVet and Vet Radar Software Offerings, and provide online support, twenty-four (24) hours a day. From time-to-time IDEXX may need to perform maintenance on the ezyVet or Vet Radar Software Offerings, which may require periods of downtime. IDEXX will use commercially reasonable efforts to minimize any such downtime. Where planned maintenance is being undertaken, we will use commercially reasonable efforts to notify you in advance. Live status updates can be found at status.ezyvet.com.

1.2 Whatever the cause of any downtime or access issue you acknowledge and agree that your only recourse against IDEXX is to discontinue using the ezyVet and Vet Radar Software Offerings.

2. Charges and Payment

2.1 Service fees: IDEXX will invoice you all Software Services fees in accordance with your order form.

2.2 Delays and cancellation: Additional delay and cancellation charges may apply as set out in your order form or Specific Agreement.

2.3 Expenses: All expenses properly incurred by IDEXX in connection with the Software Services will be reimbursed as an additional charge, unless incorporated in the Software Services fees.

3. Implementation and other services

3.1 IDEXX will provide the implementation or other Software Services in the manner set out in the order form or Specific Agreement.

3.2 Where IDEXX provides any Software Services to you:

3.2.1 You will, within the agreed timeline, carry out all necessary required responsibilities including (without limit) gathering and providing information, setting up of templates, attending online meetings and webinars, and configuration in a timely fashion. In the event of any delays in carrying out such responsibilities IDEXX may adjust any agreed timetable or delivery schedule as reasonably necessary.

3.2.2 If Software Services are in the nature of training, then your Users may be required to attend multiple online training sessions. You will ensure that your Users are available to attend such training sessions. You acknowledge that any online training sessions that are missed due to non-attendance will not be recovered, any additional training required or requested by you as a result of missed sessions will be at your cost. It is your responsibility to provide training for any new Users that are added after the training has been provided by IDEXX.

3.2.3 You will carry out all checks and actions in relation to hardware required by IDEXX and notified to you from time to time.

3.2.4 During the onsite implementation (if any), you will make available at least one (1) staff member with decision-making authority at each site to accompany and assist IDEXX personnel at all times.

4. IDEXX as Data Controller and Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor/service provider for the processing activities that it performs through the ezyVet and Vet Radar Software Offerings on behalf of and on the instructions of the Users. If you are subject to the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CCPA), or any of the other data protection laws identified [here](#) (together, “Data Protection Laws”), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement, if applicable under the relevant Data Protection Law, and the DPA Schedules for ezyVet and Vet Radar (collectively, the “DPA”), each found [here](#). The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

5. Data Transfer upon Cancellation. If you are transferring your data to another provider or you otherwise would like us to return or provide copies of your data to you, we will prepare your data for transfer from your account upon ten (10) business days prior written request. We will provide your data to you either on a physical drive or by file transfer over the Internet. We recommend that you not cancel your ezyVet or Vet Radar Software until you have successfully transferred your data to an alternate production environment. After cancellation of your ezyVet or Vet Radar service, we may store your data for up to six (6) months; however, we are not responsible for maintaining it and may delete it without additional notice.

6. Termination for Breach. Notwithstanding any contrary terms regarding termination for breach in the General Terms, either party may terminate any Specific Agreement incorporating these Offering Specific Terms if the other party materially breaches such Specific Agreement and such other party does not cure that breach within thirty (30) days from the time the non-breaching party providing the breaching party notice of the breach.

IDEXX Neo™

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Support

1.1 Scope of Support. IDEXX provides you with chat- and email-based access to the IDEXX Neo support team to troubleshoot Neo software-related issues and answer “how-to” questions. Our support does not cover issues related to your network performance and security (for example, failure or misconfiguration of computers, operating systems, networking equipment, or peripheral devices), or Internet connectivity, for which you are responsible. We also support the resolution of issues related to how authorized Third-Party products integrate within IDEXX Neo; but coverage for such Third-Party software itself is not included and is the responsibility of the software providers. We do not provide support for Unsanctioned Services or any integration to IDEXX Neo with Unsanctioned Services that is not an authorized Third-Party integration.

1.2 Support Hours. We provide chat and email support during normal business hours from 6:30 a.m. to 8:00 p.m. Central Time, Monday through Friday, and 7:00 a.m. to 4:00 p.m. Central Time, Saturdays, except holidays. Additional phone-based support is available for a fee on a monthly subscription basis and is provided during normal business hours from 6:30 a.m. to 8:00 p.m. Central Time, Monday through Friday and 7:00 am to 4:00 pm, Central Time, Saturdays, except holidays. When you contact us for support, we may need remote access to your system to troubleshoot issues. We accomplish this through the installation of remote access support software on your server or computers, which allows us to access your network remotely, solely for the purpose of providing support service.

2. Data Transfer

2.1 Initial Data Conversion/IDEXX Secure Connection Software. In order to convert data from your existing practice information management system software, we may need to access your server remotely to package and transfer your data to IDEXX servers or use IDEXX Secure Connection (“ISC”) software to

transfer your data. If you do not already have ISC installed on your server for other Offerings, we will install it. If you do not use ISC for other Offerings, you may remove it from your server after we have transferred your data

2.2 Data Transfer upon Cancellation. IDEXX will prepare your data for transfer from your IDEXX Neo account upon ten (10) business days prior written request. We will provide your data to you either on a physical drive or by file transfer over the Internet. We recommend that you not cancel your IDEXX Neo service until you have successfully transferred your data to an alternate production environment. After cancellation of your IDEXX Neo service, we may store your data for up to six (6) months; however, we are not responsible for maintaining it and may delete it without additional notice.

3. Minimum Technical Requirements

3.1 You are responsible for acquiring and maintaining, at your expense, a broadband Internet connection. For a seven to ten (7-10) User practice of average Internet use, we recommend network bandwidth of two (2) megabits per second (mbps) and an Internet connection that can support a minimum throughput of three (3) mpbs.

3.2 IDEXX Neo supports the latest version of the following personal computer browsers: Microsoft Internet Explorer, Google Chrome, Mozilla Firefox, and Apple Safari. IDEXX Neo supports the latest version of the following tablet browsers: Apple Safari with iOS, and Google Chrome.

4. IDEXX as Data Processor/Service Provider

IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, with respect to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any related regulations (referred to together as the “CCPA”), IDEXX acts as a “service provider” (as defined in the CCPA) for the processing activities that it performs through the Neo Services on behalf of and on the instructions of the users. Our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement (“DPA”) found [here](#). If IDEXX offers Neo Services in any other countries that are subject to other data protection laws identified here (together, “Data Protection Laws”), the DPA shall also apply to our processing activities as a data processor under those Data Protection Laws. The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

Pet Health Network® Pro

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Customer Communication Services; Use of Customer Data. Pet Health Network Pro provides your practice with online tools and services for customer communication and education (the “PHNPro Services”). PHNPro Services use the IDEXX Secure Connection Software (ISC Software) installed on your server to provide the services and gather information about your customer and their pets by extracting data and information from your practice information management system and transmitting it

electronically to servers located in the United States. You consent to the extraction of your Customer Data and information from your practice information management system, the transfer of such data to the United States and the storage of such data by IDEXX's Third-Party providers, any of which may be based in the United States. The storage of your Customer Data and information is subject to our then-current privacy policy. We will use your Customer Data and information in accordance with the Software Offering General Terms.

1.1 Your Responsibilities Regarding Your Customers. Without limiting the generality of Section 4.2 of our Software Offering General Terms, you also represent that each customer to whom you will offer the PHNPro Services has given you consent ("opted-in") to send any communication using the PHNPro Services, including e-mails, and you will comply with all federal, state or provincial laws related to sending e-mails to your customers.

2. Text Message Compliance

2.1 Consent. The PHNPro Services can be used to send or automate medical and appointment reminder text messages, but you are responsible for ensuring that the recipients of those messages have provided prior express written consent to receive them. These text messages could be deemed to be marketing messages under applicable law, requiring you to obtain from your customers their prior express written consent. Such consent must identify that you may be sending text messages related to your services and that your customer agrees to receive such messages. By entering a cell phone number into your practice information management system and not opting such cell phone number out of the PHNPro Services text message feature, you are directing IDEXX to automatically send text message reminders to such cell phone and certifying that the user of such cell phone consents to the receipt of such messages. Do not turn on the auto opt-in feature of PHNPro Services text messaging unless you have the necessary consent.

2.1.1 Opt-Out. Applicable law requires you to comply with requests from your customers to opt-out of receiving text messages. The PHNPro Services allows you to comply with these requests on an individual basis. A customer may also opt-out of text messages at any time by replying with the word "STOP" to any text message sent through the PHNPro Services. You are solely responsible, and agree to indemnify IDEXX, for any claims or liability for failure to obtain consent or to comply with any opt-out request.

2.1.2 Identity Disclosure. Applicable law requires you to identify your practice name and telephone number in all text messages that you send to your customers. PHNPro Services supports compliance with this rule by requiring you to include identifying tokens in all text message templates.

2.1.3 IDEXX makes no express or implied warranty of individual message receipt. Standard text message rates apply.

2.1.4 You agree to make your internal practices, records, policies, and procedures available to IDEXX for the purpose of IDEXX determining your compliance with the obligation to obtain consent from your customers to receive marketing messages and other communication (email, text, or other).

3. CASL Compliance. You are responsible for complying with Canada's anti-spam law ("CASL") requirements with respect to sending commercial electronic messages, including but not limited to obtaining consent when required from the message recipient, providing identification of your practice as

the sender, and making available an unsubscribe or opt-out mechanism. For text messages, you agree to adopt the following double opt-in process: (1) you may only send text messages to those customers with whom you have an existing business relationship and have consented to receiving messages from you, and (2) the customer must reply to an opt-in message from their mobile phone. You must adhere to message length and delivery limitations, including that portion of the message which indicates who is sending the message, a mailing address, and either a contact phone number, email address or contact page URL.

4. IDEXX as Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, with respect to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any related regulations (referred to together as the “CCPA”), IDEXX acts as a “service provider” (as defined in the CCPA) for the processing activities that it performs through the PHNPro Services on behalf of and on the instructions of the users. Our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement (“DPA”), each found [here](#). If IDEXX offers PHNPro Services in any other countries that are subject to other data protection laws identified here (together, “Data Protection Laws”), the DPA shall also apply to our processing activities as a data processor under those Data Protection Laws. The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

5. Support. IDEXX will provide remote access support to troubleshoot, diagnose and service the ISC Software (the “ISC Support Service”). Upon installation of the ISC Software, remote access support software licensed to us from a Third-Party provider shall be activated to permit us to remotely access your server for the purpose of providing the ISC Support Service. In order to provide the ISC Support Service, we will remotely access and pull specific data that will help us diagnose and solve issues related to your ISC Software. IDEXX will remotely access your server solely for the purpose of, and only if, there is any issue with your ISC Software that requires us to diagnose and troubleshoot on your server. The ISC Support Service is provided at no additional charge to you. Once the Third-Party provider account is initially established with your server, IDEXX may remotely access your server, via secure connection, at any time there is an issue with your ISC Software, without the need for you to facilitate a new connection between IDEXX and your server for each support event.

6. Third-Party Terms. The PHNPro Services use Third-Party platform services provided by Weebly Inc. for you to create your own website. Your use of Weebly’s website creation service is subject to Weebly’s Terms of Service. By using Weebly’s service, you signify your acceptance of those terms. If you do not agree to those terms, do not use Weebly’s service.

7. English Language Service Only. The PHNPro Services are not intended to comply with the Québec Charter of the French Language and is therefore not intended for use by practices located in Québec, Canada or for communications to customers located in Québec, Canada. In the event a customer relocated to Québec, it is your responsibility to notify us to terminate the PHNPro Services with respect to the customers.

8. Effect of Termination. Following termination, IDEXX may immediately deactivate or delete your account and all your data from PHNPro Services and may deactivate associated websites and all related

client communication. If you own the domain that hosted the practice website, control over such domain shall revert to you.

rVetLink

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. rVetLink Services

1.1. rDVM Portal:

- Data integration with the IDEXX or Third-Party practice information management system (“PIMS”) identified in your Specific Agreement; ability to configure settings and preferences within rVetLink Console.
- Customer will be setup to synchronize records every fifteen (15) minutes - two (2) hours (depending on the PIMS used).
- Web portal will allow for creating, updating and deleting of referring clinics’ User ID(s) and Password(s).
- rDVM practices will only have access to view their patient’s/client’s records.
- Web portal will include a search feature for pets by First Name, Last Name, Last Updated Date, and other timeframes.
- The medical records of treated animals shall include links to PDF documents created within the PIMS.
- rDVMs will have a web interface, which will allow updates to their profile, including check-in, update, discharge, and deceased notification preferences.

1.2. rDVM Notifications:

- Check-in notice to rDVMs can be sent at synctime (via email and/or fax), body of email/fax customized by referral hospital.
- Medical updates to rDVMs can be sent at synctime (via email and/or fax), body of email/fax customized by referral hospital.
- Discharge notice to rDVMs can be sent at synctime (via email and/or fax), body of email/fax customized by referral hospital.
- Deceased patient notice rDVMs can be sent at synctime (via email and/or fax), body of email/fax customized by referral hospital.

2. Support and Service Levels:

- IDEXX offers telephone and email support between the hours of 8:00 AM – 5:00 PM Central Time Monday through Friday. Telephone: 8776908994, Email: rvetlink@idexx.com
- IDEXX makes every effort to answer support phone calls and emails in a timely manner.
- rVetLink users are welcome to submit enhancement suggestions by emailing ideas to rvetlink@idexx.com. All ideas will be reviewed and considered. If a product enhancement is approved, it will be added to the development schedule at the sole discretion of IDEXX.

3. Subscription Fees and Term; Nonrenewal. Customer shall pay the monthly subscription fee set forth in the Specific Agreement. The initial subscription term is twelve (12) months; thereafter, the subscription term is monthly. To prevent renewal of your subscription after the initial subscription term or any monthly renewal thereafter, you must notify us at least a full calendar month before such renewal.

4. Setup/Training Fee. Customer shall pay a setup/training fee as set forth in the Specific Agreement.

5. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the “Work Product”), exclusive of Customer Data, developed in whole or in part by IDEXX in connection with the Software will be the exclusive property of IDEXX. Upon request, you will execute all documents necessary to confirm or perfect the exclusive ownership of IDEXX to the Work Product.

6. IDEXX as Data Controller and Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor/service provider for the processing activities that it performs through rVetLink on behalf of and on the instructions of the users. If you are subject to the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, or any of the other data protection laws identified [here](#) (together, “Data Protection Laws”), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement and, if applicable under the relevant Data Protection Law, the DPA Schedule for rVetLink (collectively, the “DPA”), each found [here](#). The DPA shall form an integral part of this Agreement in accordance with applicable Data Protection Laws.

SmartFlow

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Subscription and Facilities. IDEXX will provide SmartFlow Software through a registered account(s)/subscription(s). The SmartFlow Software is limited to one account per facility. A facility is defined as an entity that functions primarily separate from others even if part of a centralized business. Separate physical locations are considered separate facilities. If a customer has multiple locations, it will require additional registered accounts for each facility. If a customer operates multiple facilities at the same physical location but they function separately (i.e. check-in, patient management, most staffing,

record-keeping, financials, etc., are handled independently), then it is required to have separate accounts/subscriptions for each facility.

2. Specifications. Your order from will describe the specifications for the SmartFlow Software. IDEXX will have the right, at its sole discretion, to make changes to these specifications during the subscription period provided that any such changes do not materially reduce the level of performance, functionality, or availability of the SmartFlow Software during the applicable subscription period.

3. Software Services - Onboarding and Implementation. IDEXX will provide you with Software Services to setup and prepare to “Go Live” and begin using the SmartFlow service in your facility(s). This Software Service is called “Onboarding”. IDEXX will assist you and your employees to understand and complete this Onboarding process and all the required tasks. You are responsible to complete these tasks in the agreed upon time frame. Onboarding is comprised of remote meetings between IDEXX staff and your staff as well as online training, email notifications and other means. IDEXX may also offer an “Onsite Implementation” in which IDEXX staff visit your facility to assist with the final Onboarding processes. You understand that these processes require compliance on your part. These required expectations include:

3.1 You must assure that a minimum of ninety percent (90%) of your staff that will use the SmartFlow Software will complete the provided online training before their facility can “Go Live” and gain full access to the SmartFlow Software.

3.2 Online Onboarding meetings – You must perform all required tasks prior to these scheduled meetings. The list of these required tasks will be available to you via an online checklist. This checklist must be completed one hundred percent (100%) before any remote or Onsite Implementation can take place.

3.3 All hardware (e.g. computers, iPads and television/monitors, etc.) must be onsite, setup (i.e. computers and iPads configured, and televisions connected and mounted, etc.) and functional no less than two (2)-weeks before the agreed upon “Go Live” date.

3.4 You will provide a way to communicate directly with all staff that will be using the SmartFlow Software to give updates, training, reminders, surveys and other communications so that all your employees are well informed and prepared.

3.5 You will be fully responsible for the compliance of its Users with all required processes, training, and tasks of the Onboarding process.

3.6 Included in the cost of Onboarding, IDEXX staff will assist you with the basic set up and troubleshooting of your IT infrastructure for compatibility with the SmartFlow Software. Should any circumstance require specialized IT knowledge to overcome barriers or difficulties, you will be responsible for the hourly cost of a Third-Party IT specialist outsourced by IDEXX and/or provide this service with your own IT support. Failure to do so may limit IDEXX’s ability to provide all product functionality and will be your sole responsibility.

3.7 In the event you have arranged an Onsite Implementation, once the dates are agreed upon, your

failure to complete any of the above requirements will result in the need to reschedule IDEXX staff's visit to your facility. If such a cancellation occur:

3.7.1 No refund will be available for the cost of the Onsite Implementation.

3.7.2 You will have to reschedule the Onsite Implementation to the next available time and may not be able to utilize the service until that time. This will not alter the subscription term.

3.7.3 You will be responsible for paying the cost of any cancelled travel or accommodations expenses incurred by IDEXX. You will be invoiced for any such. In such cases, IDEXX must provide you with receipts and an invoice documenting these expenses. The invoice for cancelled travel and accommodations must be paid in full prior to rescheduled the Onsite Implementation.

3.7.4 Your failure to complete the required tasks prior to a rescheduled Onsite Implementation will result in the same process described above.

3.7.5 In the event of three (3) cancellations due to your failure to complete the required Onboarding tasks, you shall forfeit the full Onsite Implementation fee.

4. Hardware. Any SmartFlow hardware identified on any order form may be subject to Third-Party manufacturer warranties. IDEXX hereby transfers to the customer any such hardware warranty.

5. Support

5.1 IDEXX will provide the following support services:

- 24/7/365 online support system through web and iPad based "BUG reports" which generates a support ticket.
- A 3 Tier support system that includes initial responses from our 1st Tier Team. 1st Tier targeted response time is thirty (30)-minutes.
- Complex issues are escalated to either our 2nd Tier medically (veterinary) trained support staff, or our 3rd Tier Technical team.
- 2nd Tier team is comprised of former Vet Techs/Nurses who are familiar with the day-to-day workings of clinics and how to use our service to manage patient workflows. 2nd Tier targeted response time is one (1) hour.
- The 3rd Tier technical team are made of two (2) sections, IT & Development (Dev).
- The 3rd Tier IT team assists clients with hardware and internet related issues with a targeted twenty-four (24)-hour response time (during business days).
- 3rd Tier Dev Team assists clients with BUGs and Feature requests.

5.2 The support provided under these Offering Specific Terms does not include services provided with respect the following:

5.2.1 Any problem resulting from the misuse, improper use, alteration, or damage of the SmartFlow Software.

5.2.2 Any problem caused by modifications in any version of the SmartFlow Software not made or authorized by IDEXX; or

5.2.3 Any problem resulting from the customer combining or merging the SmartFlow Software with any hardware or software not supplied by IDEXX, or not identified by IDEXX as compatible with the SmartFlow Software.

5.2.4 IDEXX may occasionally have to interrupt services, including for purposes of upgrades and maintenance to the SmartFlow Software, in which case IDEXX will attempt to announce the scheduled downtime via e-mail to the customer's designated e-mail address.

6. IDEXX as Data Controller and Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor/service provider for the processing activities that it performs through the SmartFlow Software on behalf of and on the instructions of the users. If you are subject to the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CCPA), or any of the other data protection laws identified [here](#) (together, "Data Protection Laws"), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement, if applicable under the relevant Data Protection Law, and the DPA Schedule for SmartFlow (collectively, the "DPA"), each found [here](#). The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

7. Services Data. IDEXX will have the right to compile statistical data and other information related to the performance, operation and use of the SmartFlow Software, and use any data from the SmartFlow Software in aggregated form for operations management, security, or research or development purposes or to perform statistical analysis (collectively the "Services Data"). IDEXX will have the right to make such Services Data publicly available provided that it does not incorporate any of the Customer Data. IDEXX will own all right, title and interest, including all Intellectual Property rights in such Services Data.

Vello™ Pet Owner Engagement

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Customer Communication Services; Use of Customer Data. Vello provides your practice with a robust client engagement platform to support your customers before during and after visits. Vello is integrated with your IDEXX practice management system (IDEXX Cornerstone 9.2+, IDEXX Neo, or ezyVet) to provide client engagement services. By using Vello you agree and consent to the extraction of data and information relating to your customers, their pets, and your employees from your IDEXX practice information management system, as well as the transmission of such data and information electronically

to servers located in the United States and the storage of such data and information by IDEXX's Third-Party providers, any of which may be based in the United States. The storage of your Customers Data and information is subject to our then-current privacy policy available at www.idexx.com. We will use your Customers Data and information in accordance with the Software Offering General Terms. Use of Vello services ("Vello Services") by you and your customers is governed by the Vello Terms of Service, which are available at: software.idexx.com/vello/petownerterms.

1.1 Your Responsibilities Regarding Your Customers. Without limiting the generality of Section 4.2 of our Software Offering General Terms, you also represent that each customer to whom you will offer the Vello Services has given you consent ("opted-in") to send any communication using the Vello Services, including e-mails, and you will comply with all federal, state or provincial laws related to sending e-mails to your customers.

2. Text Message Compliance

2.1 Consent. Vello Services can be used to send or automate text/SMS messages (including but not limited to appointment reminders and medical service reminders), but you are responsible for ensuring that the recipients of those messages have provided prior express written consent to receive them. These text messages could be deemed to be marketing messages under applicable law, requiring you to obtain from your customers their prior express written consent. Such consent must identify that you may be sending text messages related to your services and that your customer agrees to receive such messages. By entering a cell phone number into your practice information management system and not opting such cell phone number out of the Vello text message feature, you are directing IDEXX to automatically send text message reminders to such cell phone and certifying that the user of such cell phone consents to the receipt of such messages.

2.1.1 Opt-Out. Applicable law requires you to comply with requests from your customers to opt-out of receiving text messages. Vello Services allows you to comply with these requests on an individual basis. A customer may also opt-out of text messages at any time by replying with the word "STOP" to any text message sent through Vello. You are solely responsible, and agree to indemnify IDEXX, for any claims or liability for failure to obtain consent or to comply with any opt-out request.

2.1.2 Identity Disclosure. Applicable law requires you to identify your practice name and telephone number in all text messages that you send to your customers. Vello Services supports compliance with this rule by requiring you to include identifying tokens in all text message templates.

2.1.3 IDEXX makes no express or implied warranty of individual message receipt. Standard text message rates apply.

2.1.4 You agree to make your internal practices, records, policies, and procedures available to IDEXX for the purpose of IDEXX determining your compliance with the obligation to obtain consent from your customers to receive marketing messages and other communication (email, text, or other).

3. CASL Compliance. You are responsible for complying with Canada's anti-spam law ("CASL") requirements with respect to sending commercial electronic messages, including but not limited to obtaining consent when required from the message recipient, providing identification of your practice as the sender, and making available an unsubscribe or opt-out mechanism. For text messages, you agree to adopt the following double opt-in process: (1) you may only send text messages to those customers with

whom you have an existing business relationship and have consented to receiving messages from you, and (2) the customer must reply to an opt-in message from their mobile phone. You must adhere to message length and delivery limitations, including that portion of the message which indicates who is sending the message, a mailing address, and either a contact phone number, email address or contact page URL.

4. IDEXX as Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, with respect to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and any related regulations (referred to together as the “CCPA”), IDEXX acts as a “service provider” (as defined in the CCPA) for the processing activities that it performs through the Vello Services on behalf of and on the instructions of the users. Our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement (“DPA”), found [here](#). If IDEXX offers Vello Services in any other countries that are subject to other data protection laws identified [here](#) (together, “Data Protection Laws”), the DPA shall also apply to our processing activities as a data processor under those Data Protection Laws. The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

5. Third-Party Terms. The Vello Services use Third-Party platform services provided by Weebly Inc. for you to create your own website. Your use of Weebly’s website creation service is subject to Weebly’s Terms of Service. By using Weebly’s service, you signify your acceptance of those terms. If you do not agree to those terms, do not use Weebly’s service.

6. English Language Service Only. The Vello Services are not intended to comply with the Québec Charter of the French Language and is therefore not intended for use by practices located in Québec, Canada or for communications to customers located in Québec, Canada. In the event a customer relocated to Québec, it is your responsibility to notify us to terminate the Vello Services with respect to the customers.

7. Effect of Termination. Following termination, IDEXX may immediately deactivate or delete your account and all your data from Vello Services and may deactivate associated websites and all related customer communication. If you own the domain that hosted the practice website, control over such domain shall revert to you.

VetConnect PLUS

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Description of Service. The VetConnect PLUS service and any other services made available on this site or mobile application (collectively be referred to as the “VetConnect PLUS Service”) provide or may provide Users with access to online resources, including, without limitation, online laboratory (if available in your region) and in-clinic diagnostic results reporting, laboratory ordering (if available in your region), telemedicine (if available in your region) consultation results, clinical decision support (if available in your region), medical and product references, access to electronic images (if available in your

region), various communications tools, personalized content, and e-mail capabilities. Unless explicitly stated otherwise, any new features or properties that augment or enhance the current VetConnect PLUS Service shall be subject to the Master Terms. You understand and agree that the VetConnect PLUS Service is provided on an "AS IS" and "AS AVAILABLE" basis and that IDEXX assumes no responsibility for the accuracy, availability, timeliness, deletion, or mis-delivery of, or failure to store, any user communications, data or personalization settings.

2. Authorized Integrations. IDEXX provides the necessary information, documentation, software, and interface to many practice information management systems (PIMS) providers in order for them to connect their PIMS directly to the VetConnect PLUS Service (an "Authorized Integration"). An Authorized Integration enable transmission of laboratory work requests, results and related data, as well as facilitating email communications through the VetConnect PLUS Service. If your PIMS is equipped to connect to the VetConnect PLUS Service through an Authorized Integration, and you elect to use the VetConnect PLUS Service through it, you may be required, at your cost, to purchase additional hardware or software in order to do so. You understand that the technical processing and transmission of the VetConnect PLUS Service, including your Content (as defined in Section 6 below), may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

3. General Guidance Only. Without limiting the generality of the disclaimer in the General Terms regarding Clinical Content and your interpretations of, or conclusions about, results provided by any of our Offerings, any medical recommendations contained in any medical and product references or current articles and abstracts on the VetConnect PLUS Service are intended to provide general guidance only. With respect to any drug therapy or monitoring program, you should refer to product inserts for a complete description of dosages, indications, interactions, and cautions. Any reference laboratory results displayed through the VetConnect PLUS Service (if available in your region) will be in a simplified report format and a full test report will continue to be available to you for all analyses received by IDEXX.

4. Fees; Free of Charge; Reservation of Right to Charge Fee. The VetConnect PLUS Service is provided free of charge. If your Use of the VetConnect PLUS Service becomes subject to certain fees, you will be notified of such fee, or any subsequent increase to such fees, with at least sixty (60) days' notice and may discontinue use of the VetConnect PLUS Service if you do not wish to pay such fees. If you continue to use the VetConnect PLUS Service after expiration of such notice period, you will be deemed to have accepted the fees and will be charged accordingly. You shall also pay or reimburse IDEXX for all costs and expenses (including reasonable attorneys' fees) incurred or paid by IDEXX in enforcing your obligations hereunder.

5. IDEXX as Data Controller and Data Processor/Service Provider. IDEXX is committed to the proper processing of personal data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controller. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor/service provider for the processing activities that it performs through the VetConnect PLUS Service on behalf of and on the instructions of the Users. If you are subject to the EU General Data Protection Regulation 2016/679, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (CCPA), or any of the other data protection laws identified [here](#) (together, "Data Protection Laws"), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement, if applicable under the relevant Data

Protection Law, and the DPA Schedule for VetConnect PLUS (collectively, the “DPA”), each found [here](#). The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws.

6. General Practices Regarding Use and Storage. You acknowledge that IDEXX may establish general practices and limits concerning use of the VetConnect PLUS Service. You agree that IDEXX has no responsibility or liability whatsoever for the deletion or failure to store for any reason content maintained or transmitted by the VetConnect PLUS Service (“Content”). You acknowledge that IDEXX reserves the right to terminate accounts that are inactive for an extended period of time or that do not comply with the terms hereof in IDEXX’s sole discretion. You further acknowledge that IDEXX reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

7. Modifications to VetConnect PLUS Service. IDEXX reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the VetConnect PLUS Service (or any part thereof) with or without notice. You agree that IDEXX shall not be liable to you or to any Third-Party for any modification, suspension, or discontinuance of the VetConnect PLUS Service.

8. Dealings with Third-Parties. Your correspondence or business dealings with, or participation in promotions of, Third-Parties such as distributors, product providers, service providers, and advertisers found on or through the VetConnect PLUS Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such individual or entity. You agree that IDEXX shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such individuals or entities on the VetConnect PLUS Service.

9. App Provider. When accessing the VetConnect PLUS Service through an application that you downloaded from an app store or app distribution platform (the “App”), such as the Apple® App Store® or Google PlayTM, (the “App Provider”), you acknowledge and agree that: (a) the Master Terms are concluded between you and IDEXX, and not with the App Provider, and that IDEXX is solely responsible for the App (not the App Provider); (b) the App Provider has no obligation to furnish any maintenance and support services with respect to the App; (c) in the event of any failure of the App to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider will refund the purchase price for the App to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Apps, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be IDEXX’s responsibility; (d) the App Provider is not responsible for addressing any claims you have or any claims of any Third-Party relating to the App or your possession and use of the App, including, but not limited to: (x) product liability claims; (y) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (z) claims arising under consumer protection or similar legislation; (e) in the event of any Third-Party claim that the App or your possession and use of that App infringes that Third-Party’s Intellectual Property rights, IDEXX will be responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claim to the extent required by the Master Terms; (f) the App Provider, and its subsidiaries, are Third-Party beneficiaries of the Master Terms as it relates to your license of the App, and that, upon your acceptance of the Master Terms, the App Provider will have the right (and will be deemed to have accepted the right) to enforce

the Master Terms as related to your license of the App against you as a Third-Party beneficiary thereof; and (g) you must also comply with all applicable Third-Party terms of service when using the App.

10. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE VETCONNECT PLUS SERVICE IS AT YOUR SOLE RISK. THE VETCONNECT PLUS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PERMITTED BY APPLICABLE LAW, IDEXX EXPRESSLY DISCLAIMS ALL TERMS, WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (WHETHER UNDER STATUTE, COMMON LAW OR OTHER LAW, CUSTOM OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO THE IMPLIED TERMS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (B) IDEXX MAKES NO WARRANTY THAT (i) THE VETCONNECT PLUS SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE VETCONNECT PLUS SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE VETCONNECT PLUS SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE VETCONNECT PLUS SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE VETCONNECT PLUS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IDEXX OR THROUGH OR FROM THE VETCONNECT PLUS SERVICE SHALL CREATE ANY WARRANTY. (E) IN THE EVENT YOU ACCESS THE VETCONNECT PLUS SERVICE THROUGH AN AUTHORIZED INTEGRATION, IDEXX MAKES NO REPRESENTATION AS TO THE PERFORMANCE OF YOUR PRACTICE MANAGEMENT SYSTEM OR ITS INTERPRETATION OF DATA OR CONTENT PROVIDED BY IDEXX. IN ADDITION, IDEXX MAKES NO WARRANTY IN THE EVENT YOU ACCESS THE VETCONNECT PLUS SERVICE OTHER THAN THROUGH AN AUTHORIZED INTEGRATION.

11. Violations; Contact. Please report any violations of the Terms of Service to vccontactus@idexx.com. Should you have any questions, complaints or claims with respect to the Service, you may direct them to:

By Mail

IDEXX Laboratories, Inc.
One IDEXX Drive
Westbrook, ME 04032
U.S.A

By Phone

+1 (207) 556-0300

By e-mail

vccontactus@idexx.com

12. Minimum Technical Requirements. VetConnect PLUS supports the following browsers both online and through your practice information management system (PIMS): Microsoft Internet Explorer® version

11 or compatible PIMS-based utilities, and the latest versions of Google® Chrome™, Mozilla® Firefox®, and Apple® Safari®.

IDEXX Web PACS and IDEXX ImageBank™

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Archived Images. You may request a copy of archived images at any time, and we will charge you our then current fee plus hardware and shipping cost, per request. We will ship you a hard drive or flash drive with a copy of the images after receipt of the request and payment. If we are unable to deliver your archived images to you due solely to our own negligence, we will compensate you \$0.05 per study, with any compensation not to exceed \$500 in total. This compensation is your sole and exclusive remedy for our loss of or inability to retrieve your images.

2. Minimum Technical Requirements. You are responsible for maintaining automatic DICOM® routing from your location in order to back up your images to the AWS servers. You are responsible for the cost for the hardware, supporting operating system, Internet access and appropriate network connectivity required to access the services. You are solely responsible for determining which of your images will be backed up to the AWS servers and for implementing your own records retention requirements and backup systems based on state or federal regulations applicable to you. You must maintain Internet connectivity adequate to transfer your images; we have no responsibility for images that are not successfully transmitted to us, or which are not received by the data storage provider's servers. Images are deemed received and archived only after the data storage provider's servers log their receipt. You agree to monitor backups and work with us to resolve any noted errors.

2.1 A list of personal computer internet browsers supported by IDEXX Web PACS can be found within the product Documentation. ACS supports the following tablet browsers: Apple Safari with iOS version 5 or higher; and Google Chrome for Android version 4.0 or higher.

Animana

The below Offering Specific Terms form part of the [One IDEXX Master Terms](#) and are hereby incorporated therein.

1. Animana Service. The Animana Software, along with its associated products, services and enhancements, offers a comprehensive online solution for patient and practice management, encompassing all current and future versions and features (collectively referred to as the “Animana Service”). Any new feature or functionalities that enhance or augment the Animana Service shall be governed by the Master Terms unless explicitly stated otherwise on your order form or otherwise agreed in a Specific Agreement. You understand and agree that the Animana Service is provided on an “AS IS” and “AS AVAILABLE” basis and that IDEXX assumes no responsibility for the accuracy, availability, timeliness, deletion, or mis-delivery of, or failure to store, any user communications, data or personalization settings.

2. Account and Facilities. IDEXX will provide the Animana Service through a registered account(s). The Animana Service is limited to one account per facility. A facility is defined as an entity that functions primarily separate from others even if part of a centralized business. Separate physical locations are considered separate facilities. If a customer has multiple locations, it will require additional registered accounts for each facility. If a customer operates multiple facilities at the same physical location but they function separately (i.e. check-in, patient management, most staffing, record-keeping, financials, etc. are handled independently), then it is required to have separate accounts for each facility.

3. Specifications. Your order form will describe the specifications for the Animana Service. IDEXX will have the right, at its sole discretion, to make changes to these specifications during the Service Period provided that any such changes do not materially reduce the level of performance, functionality, or availability of the Animana Service during the applicable Service Period. Service Period is defined as the Initial Term or Renewal Term as provided in Section 4 below.

4. Term; Termination.

4.1 The initial term of the Animana Service commences and concludes on the dates specified in your order form or invoice for the Animana Service, with a minimum duration of twelve (12) months ("Initial Term"). Following the Initial Term, the Animana Service will renew for successive terms of equal length (each a "Renewal Term"), unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term.

4.2 Each of you and IDEXX shall have the right to terminate the Animana Service in accordance with Section 10 of the General Terms.

4.3 Upon closure of your Animana Service account, IDEXX will provide you with access to the Customer Data stored in the Animana Service in a common format within ten (10) working days. Please note that IDEXX may charge additional fees for this data provision.

5. Prices; Payment.

5.1 The price for the Animana Service may vary by jurisdiction, and the pricing specified in your order form will take precedence, reflecting the relevant currency. All prices exclude VAT and other applicable taxes.

5.2 IDEXX reserves the right to modify its prices for the Animana Service, with changes communicated through the IDEXX electronic newsletter or other electronic notification means at least one (1) month prior to their effective date.

5.3 You will pay invoices in accordance with Section 3 of the General Terms. Your first invoice will be issued in the month of the "Go Live" date. If your account has not gone live within six (6) months after your initial intake appointment with the Customer Success Managers team, IDEXX reserves the right to begin invoicing the minimum monthly fee, as specified on your order form, until the "Go Live" date, after which standard pricing will apply.

5.4 Unless otherwise agreed in writing, payments will be made through direct debit. You shall authorize IDEXX to debit the amounts due by you from your account. You shall ensure that the balance in your account is sufficient. If you opted for a payment method other than direct debt, IDEXX is authorized to charge additional administration costs and you irrevocably accept these additional administration costs.

5.5 Where the Animana Service includes contracted services as specified on your order form, any unused hours for such contracted services including, but not limited to, consultation, training or data services, will expire twelve (12) months from the date on which the parties agree on the provision of such contracted services as specified on your order form or six (6) months from the billing date for such contracted services, whichever is the earlier.

6. Onboarding and Implementation.

6.1 IDEXX will provide you with Animana Software services to set up and prepare to “Go Live” and begin using the Animana Service in your facility(s). This Animana Software service is called “Onboarding” and “Go Live” means the date on which all active Customer Data records are successfully transferred from your current patient management system into the Animana Services, allowing you to commence usage of the Animana Service or in the case where no Customer Data records are transferred Go Live is the first date on which you begin using the Animana Service.

6.2 IDEXX will assist you and your employees to understand and complete this Onboarding process and all the required tasks. You are responsible to complete these tasks in the agree upon timeframe. Onboarding is comprised of remote or on-site training and/or consulting sessions between IDEXX staff and your staff designed to prepare both the Animana Service and Users for a successful Go Live experience (the “Implementation Sessions”). Additional resources will be provided, including access to online training, email notifications and other means. You understand that these processes require compliance on your part. These required expectations include:

6.2.1 You must ensure that at least ninety percent (90%) of your staff that will Use the Animana Service complete the provided training before your facility can Go Live and gain full access to the Animana Service.

6.2.2 Online and On-site Onboarding meetings – You must complete all required tasks prior to the scheduled remote and/or on-site Implementation Sessions. The list of these required tasks will be available to you via an online checklist, and the tasks on the checklist must be fully completed before any Implementation Session takes place.

6.2.3 You are responsible for thoroughly verifying the accuracy of the Customer Data transferred from your previous practice information management system into the Animana Service and addressing any issues within the timeframe agreed upon with IDEXX. This ensures that there is adequate time to implement changes and conduct re-checks as necessary.

6.2.4 You must ensure all hardware (e.g. computers, iPads, television/monitors, and printers, etc.) are onsite, properly setup (i.e. computers and iPads configured, and televisions connected and mounted, etc.) and fully functional at least two (2) weeks prior to the agreed upon “Go-Live” date.

6.2.5 You will ensure that Implementation Sessions proceed as scheduled on the confirmed date and time, with all agreed-upon participants present.

6.2.6 You will establish a communication channel to directly engage all staff members who will be Using the Animana Service. This channel will facilitate updates, training, reminders, surveys, and other communications, ensuring that your employees are well informed and adequately prepared.

6.2.7 You will assume full responsibility for ensuring compliance that all Users comply with the required processes, training and tasks associated with the Onboarding process.

6.3 IDEXX staff will assist you with the basic set up and troubleshooting of your IT infrastructure to ensure compatibility with the Animana Service. If specialized IT expertise is required to address any barriers or challenges, you will be responsible for covering the hourly costs of a Third-Party IT specialist engaged by IDEXX, or you may choose to utilize your own IT support. Failure to secure the necessary expertise may limit IDEXX's ability to delivery full product functionality, which will remain solely your responsibility.

6.4 In order to reduce the impact of delayed or cancelled projects, you must give to IDEXX notice of any delays or cancellations as soon as possible. If you confirm a date for an Implementation Session and subsequently fail to fulfil any of the required prerequisites, it will be necessary to reschedule IDEXX resources. In the event of such cancelation:

6.4.1 A percentage of the Implementation Session fee will be charged and added to your Onboarding invoice, determined by the number of working days' notice you provide prior to the session as set out in the table below.

	>20 working days	10-20 working days
Remote session	0%	0%
On-Site session	0%	50%
Go Live day	50%	100%
Customer Data migration	50%	50%

6.4.2 You will need to reschedule the Implementation Session for the next available time slot, and you may not be able to utilize the Animana Service until that session occurs. This delay could affect IDEXX's ability to meet the final Go Live date; however, it will not change the Service Period.

6.4.3 You will be responsible for covering any travel or accommodation costs incurred by IDEXX due to cancellations. The invoice for these expenses must be paid in full before the rescheduled on-site Implementation Session can take place.

6.4.4 If you fail to complete the required tasks prior to a rescheduled Implementation Session, the same procedure outlined above will apply.

6.5 If you choose to cancel the Onboarding at any time after the first session of the Onboarding process in which your needs and key project dates are agreed:

6.5.1 A minimum percentage of the total Onboarding fee will be charged, determined by the number of weeks' notice you provide as set out in the table below.

	>12 weeks	10-12 weeks
Implementation fee	25%	50%

Customer Data transfer fee	25%	50%
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6.5.2 Should you have utilized a greater percentage of your contracted services than specified above, IDEXX will invoice you for the additional services used.

6.5.3 If you decide to restart the Onboarding process following a cancellation, you will need to agree upon the new Onboarding fees and secure an available slot for the session.

6.6 If you choose not to purchase the available Onboarding modules, you will be responsible for all related data verification, site configuration, and training. IDEXX reserves the right to charge for any post-implementation and data migration fixes requested by you after the Go Live date.

7. Support.

7.1 IDEXX agrees to provide reasonable assistance upon your request from time to time. Support for the use of the Animana Service will be available via telephone and online channels. While IDEXX strives to respond to inquiries promptly and thoroughly, it cannot guarantee the accuracy or completeness of the information provided. Please note that support is limited to functional topics related to the Animana Service and does not encompass administrative, accounting, or tax advice. Support information can be found on [here](#).

7.2 IDEXX may offer training, technical support, professional services, archival assistance, or other ancillary services as determined by IDEXX or agreed upon with you from time to time. IDEXX reserves the right to modify the scope or conditions of these services at its sole discretion and will notify you of any changes either electronically or by posting updates on the relevant IDEXX website. IDEXX will provide details regarding the nature of these services and any applicable charges.

7.3 IDEXX reserves the right, at its sole discretion, to modify, enhance, withdraw, or suspend the Animana Service, or any part thereof, at any time as deemed necessary to improve functionality and address errors. Given the nature of the Animana Service, individual customers cannot be exempted from such modifications, enhancements, withdrawals, or suspensions. Additionally, IDEXX may discontinue certain components of the Animana Service along with their updates and maintenance. IDEXX is not obligated to provide compensation for any damages resulting from these changes. However, IDEXX will notify you at least thirty (30) days in advance if it determines that the changes will significantly impact the Animana Service.

8. Use Limitations and Security.

8.1 You are responsible for ensuring that your hardware and software meet the specifications required for using the Animana Services, as detailed in the applicable order form.

8.2 You will promptly notify IDEXX of any changes to contact names, email addresses, or other information essential for the performance, invoicing, and communication related to the Animana Service. This information can be updated directly through the Animana Service.

8.3 If the Animana Service or your Use of the Animana Service is a security risk or under attack or threat of attack, IDEXX may suspend access in accordance with Section 2.2 of the Software General Terms.

8.4 Unless proven otherwise, all activities and communications conducted through your user account, usernames, or passwords will be considered validly issued and authorized by you.

8.5 In addition to Section 2.3 of the Software General Terms, you must promptly notify IDEXX if you suspect that your user account, usernames, or passwords have been compromised by unauthorized parties. In such cases, IDEXX is authorized to take any necessary measures it deems appropriate to protect the Animana Service and Patient Management Data, with your implied consent.

8.6 You are responsible for addressing any security vulnerabilities and their consequences that arise from Customer Data, including but not limited to viruses, Trojan horses, malware, worms, or other harmful programming routines contained in your content, as well as from your use of the Animana Service.

8.7 In cases of suspected fraud or abuse of the Animana Service, IDEXX is authorized to disclose relevant data, including Customer Data, to the appropriate authorities. You acknowledge that you are responsible for evaluating and assuming all risks associated with the use of any Customer Data, including reliance on its accuracy, completeness, or usefulness. Furthermore, you understand that you cannot rely on any content created by IDEXX or submitted to IDEXX, including but not limited to information within the Animana Service.

8.8 IDEXX is authorized to take any and all technical measures as it deems fit to protect the Animana Service. If IDEXX has placed any form of security on the Animana Service either by means of technical protection or in any other manner, you may not avoid, override, work around, remove or in any other manner alter the security placed on the Animana Service by IDEXX.

8.9 IDEXX strives to perform nightly backups, which are stored in a separate data centre from the servers. Each backup is retained for seven (7) days, ensuring that up to seven (7) backups are available at any given time.

9. Other Service Providers. IDEXX's connections with other service providers are considered additional services. You cannot require IDEXX to maintain these links or ensure their continued operation. Furthermore, IDEXX does not guarantee the proper functioning of such links and assumes no liability for any services accessed through them.

10. Data Protection.

10.1 IDEXX as a Data Controller and Data Processor. IDEXX is committed to the proper processing of Personal Data and has adopted a Privacy Policy which sets out the processing of personal data for which IDEXX acts as a data controllers. The Privacy Policy can be found at www.idexx.com. In addition, IDEXX acts as a data processor for the processing activities that it performs through the Animana Service on behalf of and on the instructions of you and your Users. If you are subject to the EU General Data Protection Regulation 2016/679, or any of the other data protection laws identified [here](#) (together, "Data Protection Laws"), our processing activities are described in and are subject to the IDEXX Customer Data Processing Agreement, if applicable under the relevant Data Protection Law, and the DPA Schedule for the Animana Service (collectively, the "DPA"), found [here](#). The DPA shall form an integral part of these Offering Specific Terms in accordance with the applicable Data Protection Laws. When using the Animana Service, you shall process Personal Data in accordance with the requirements of the applicable Data Protection Laws.

10.2 IDEXX in its capacity as data controller will have the right to compile statistical data and other information related to the performance, operation and use of the Animana Service, and use any data from the Animana Service in aggregated and anonymized form for operations management, security, or research or development purposes or to perform statistical analysis (collectively the "Services Data"). IDEXX will have the right to make such Services Data publicly available provided that it does not incorporate any Customer Data. IDEXX will own all right, title and interest, including all Intellectual Property rights in such Services Data.

11. Disclaimer. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE ANIMANA SERVICE IS AT YOUR SOLE RISK. THE ANIMANA SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PERMITTED BY APPLICABLE LAW, IDEXX EXPRESSLY DISCLAIMS ALL TERMS, WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (WHETHER UNDER STATUTE, COMMON LAW OR OTHER LAW, CUSTOM OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO THE IMPLIED TERMS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (B) IDEXX MAKES NO WARRANTY THAT (i) THE ANIMANA SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE ANIMANA SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANIMANA SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE ANIMANA SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (C) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ANIMANA SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (D) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IDEXX OR THROUGH OR FROM THE ANIMANA SERVICE SHALL CREATE ANY WARRANTY.