

One IDEXX Master Terms

North America

(Revision May 18, 2023)

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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 these Master Terms (as defined in the "Definitions" section). By purchasing or using an Offering you are agreeing to these Master Terms, and we urge you to read and understand them in their entirety before purchasing or using any of our Offerings.

These 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 these Master Terms, and we reject any conflicting terms contained in any acceptance, order, or similar document you send to us.

We may change these 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 these Master Terms, and access earlier versions, by clicking the links at the top.

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1. Definitions

Affiliates are 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.

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 these Master Terms also includes any applicable Offering Specific Terms.

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

Software Offering General Terms means additional terms that apply generally to IDEXX software Offerings.

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

Use means any use of any IDEXX Offering.

IDEXX, we, us, and our refer to IDEXX Laboratories, Inc. or its Affiliate as may be identified on an invoice, packing slip, 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. Unless otherwise provided in a Specific Agreement or Offering Specific Terms, payments are due on the 25th day of the month following 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. 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 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. 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 these 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 the 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 GPL. You may obtain the corresponding source code for this component software by sending us a request.

4.7 Diagnostic Images. By using any IDEXX 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.

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 these 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 customer's 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 these 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 client's data. Upon termination of our services to you involving the storage of data, we may store such data for up to six 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" for you under the California Consumer Privacy Act ("CCPA"). All capitalized terms not defined in this section are as defined in the CCPA. IDEXX will not collect, retain, use, or disclose Personal Information that you submit to IDEXX for Processing on your behalf ("Customer Personal Information") for any purpose other than as necessary for the specific purpose of performing the services provided by IDEXX to you ("Services"), including not collecting, retaining, using, or disclosing the Customer Personal Information for a commercial purpose other than providing the Services. IDEXX will not Sell the Customer Personal Information or retain, use, or disclose Customer Personal Information outside of the direct business relationship between you and IDEXX.

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 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. 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 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 IDEXX OFFERING. THIRD-PARTY MATERIALS AND SOFTWARE OFFERED WITH OR IN IDEXX 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. 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 (including without limitation loss of goodwill, loss of profits, loss of data or equipment, or business interruption), exemplary, punitive

or multiple damages or losses, 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 these 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 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 informational purposes.

9.2.1 Our Offerings are designed for use and may only be used: by appropriately trained personnel and for professional use only; according to applicable Offering Documentation; and under normal and customary conditions in a veterinary hospital, 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. We specifically disclaim any liability for your interpretations of, or conclusions about, results provided by our Offerings. 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 these 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 these Master Terms if you do not cure that breach within 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 30 days written notice to the other party (for any of our reference laboratory 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 these 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:

- by the laws of the State of Maine if you are located in the United States; or
- by the laws of the Province of Ontario if you are located in Canada.

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

- Portland, Maine if you are located in the United States; or
- Toronto, Ontario if you are located in Canada. 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: any claims against the other for multiple, punitive or exemplary damages; any claim of lack of jurisdiction or inconvenient forum; and 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 these 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:

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

12.2 Force Majeure. If either of us is unable to perform, or is delayed in performing, any obligation under these 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 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 these 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. 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, or of the jurisdictions in which the Offerings were obtain or are used, including all applicable economic sanctions, import, and export control laws of such jurisdictions and of the United States. 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 (a) into, or to a national, resident or entity of any country that is subject to a U.S. Government, EU or UN embargo, sanctions or export restrictions or (b) to anyone on, or owned and controlled by a party on, the United States Treasury Department's list of Specially Designated Nationals, List of Foreign Sanctions Evaders, or Sectoral Sanctions Identification List, or 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"). By using our Offerings, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list of Restricted Parties.

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 these Master Terms shall not constitute a waiver of such right.

12.7 Severability. If any provision of these 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 these 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 these Master Terms, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a).

12.9 Entire Agreement. These Master Terms, along with any applicable Offering Specific 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.

Software Offering General Terms

(Revision May 18, 2023)

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 your Software provided by IDEXX, as described in Offering Specific Terms or an order form.

User shall mean any end user you've 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 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 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 these 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 Software Offering General 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 these 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 year.

3.2 Licensed Software. The term of your license will be specified in your order form. If you’ve 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 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 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 to (b) 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; (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 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.

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 Terms or otherwise in breach of these Software Specific Terms or the General Terms; (b) unauthorized or illegal use of the Software by you, your Users or your Affiliates, (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 Specific 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 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. You 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 CLAIMS 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 THIS AGREEMENT, 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 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. IN NO EVENT WILL IDEXX, OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, (i) FOR ANY USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY LICENSED SOFTWARE OR OPEN SOURCE COMPONENTS OR OTHER THIRD-PARTY MATERIALS, (ii) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (iii) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, 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.

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 (i) factors outside of our reasonable control, including any force majeure event or Internet-access or related problems beyond the IDEXX network demarcation point, (ii) your actions or inactions or those of a third party (such as server or software maintenance) that affect availability of IDEXX Software or Services, (iii) our suspension or termination of your right to use the service, or (iv) 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 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: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; a description of the copyrighted work that you claim has been infringed; a description of where the material that you claim is infringing is located on the site; your address, telephone number, and email address; 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; 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 May 18, 2023)

Companion Animal In-House Diagnostic Offerings

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- [Neo](#)
- [Pet Health Network Pro](#)

- [rVetLink](#)
- [SmartFlow](#)
- [VetConnect PLUS](#)
- [Web PACS and ImageBank](#)

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 24 hours a day, seven days per week, except holidays.
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 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 24 hours, during normal business hours, Monday-Friday, excluding holidays. 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

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.

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 our 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 terms.

3. Support Guidelines

3.1 IDEXX will provide support during normal business hours at IDEXX service locations, except holidays. 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 24 hours a day, seven days per week, except holidays. 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 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 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: (1) report, track and monitor problems via the Internet, if available, (2) determine, verify and resolve problems by telephone on a callback basis during normal business hours at our service locations, Monday-Friday, except holidays, and (3) 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 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 the 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 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 DxTM Urine Sediment Analyzer and the ProCTMyte OneTM

Hematology Analyzer) (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, consistent with your anticipated consumption rate, 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.

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 fail to maintain the connection with SmartService and your IDEXX VetLab® Station or fail to pay your PPR Fees or other fees, and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, 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 the number of 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.

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 IDEXX’s 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) 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. 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 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, 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 the DPA Schedule for SmartService (collectively, the "DPA"), each found [here](#). The DPA shall form an integral part of this Agreement in accordance with applicable Data Protection Laws.

IDEXX Test Promise

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 Laboratories test, subject to the terms and conditions below. Items covered by IDEXXCare Plus and replacement parts are not eligible for reimbursement.

2. Details. You must report tests that do not perform as stated in our specifications within 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 Laboratories 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 Laboratories 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)
- ProCyte One® Hematology Analyzer and ProCyte Dx® Hematology Analyzer sample runs (sheath, reagent, Smart QC)
- LaserCyte® 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 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 Laboratories 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 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 year and 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 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 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 reference laboratory services that IDEXX provides to you, the client (including laboratory testing services, consulting services, data collection, analysis and interpretation, and other reference laboratory-related services).

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 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 Reference Laboratory Specific Terms. 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.

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. 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 3 days, whole blood, serum, and urine specimens for 7 days, allergy specimens for 2 weeks, tissue specimens for 3 weeks, and DNA specimens for 6 months. These periods may vary depending on operational needs, and we may change these practices at our discretion.

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.

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 (INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT, OR BUSINESS INTERRUPTION), EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES OR LOSSES 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 STANDARD 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.

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 provides consultation and interpretation services on a professional-to-professional basis. Without personal having made a physical examination of and conducted all tests on a patient, IDEXX veterinarians, in providing consultations and interpreting test results, rely on data communicated by you, the licensed primary care veterinarian. By providing consultations, IDEXX does not purport to diagnose or treat your patient. As with any diagnosis or treatment, you should use clinical discretion with each patient based on a complete evaluation of the patient, including history, physical presentation, and complete laboratory data. 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. Diagnosis and treatment decisions are the ultimate responsibility of the primary care veterinarian.

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 (INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT, OR BUSINESS INTERRUPTION), EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES OR LOSSES 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 STANDARD 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.

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: (i) technical support from IDEXX as further described in section 8 below; and (ii) 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 its 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 Software 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. CT and Saturday 7:00 a.m. to 4:00 p.m. CT
 - 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 instruments 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 Software Specific Offering 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 (the "IDEXX Equipment") 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 IVLS 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's 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 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 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 12-month basis. Support shall automatically renew each year for Cornerstone Software, System and Sentry Support unless you give us written notice 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 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 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 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 25% and a maximum of full product value dependent on the condition and salability of the product. Special order items and software cannot be returned.

Defective items: You have 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 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 this agreement 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 this agreement 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 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 15 days after your receipt of your repaired equipment. Equipment that is not returned within 15 days may be billed for the cost of said equipment.

IDEXX Cornerstone® Cloud

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

A. Cornerstone Cloud Software Support

Cornerstone Cloud Software Support is unique to and is included with your subscription to Cornerstone Cloud. It is the only level of support for Cornerstone Cloud and is designed to ensure practices maintain the most up to date version of Cornerstone Cloud and have access to the IDEXX Cornerstone Support team. You are responsible for your own network security. Cornerstone Cloud Support provides:

Software related:

- Support coverage for troubleshooting Cornerstone Cloud related issues and “how-to” questions on Cornerstone Cloud software configuration.
 - IDEXX will provide over the telephone configuration of Cornerstone Cloud.
 - IDEXX will support the resolution of issues related to how IDEXX-sanctioned and approved Third Party software products integrate with Cornerstone Cloud; support for the Third Party software products is not included and is the responsibility of the respective vendors.
 - Support 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 or use of Cornerstone Cloud are outside the scope of Cornerstone Cloud Support.
- Remote access support for Cornerstone Cloud. A high-speed Internet connection is required.
- Support is provided 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 Cloud is available on a fee-for-service basis, at IDEXX’s standard rates.

- Software patches, updates, enhancements, new versions or other modifications of Cornerstone Cloud Software (together, software updates) are provided automatically within the environment.
- Routine backups of Cornerstone Cloud. Note: you are still responsible for backups of non-Cornerstone files and configurations on your computer and network. • Web-based resource materials for Cornerstone Cloud.
- Monthly Cornerstone In Practice eNewsletter.
- Additional charges will apply for custom built reports that are not currently included with Cornerstone Cloud.

System/Device related:

In addition to the software coverage described above, Cornerstone Cloud Support provides practices with limited system and device requirement guidance and support within the practice setting, as follows:

- Installation, configuration, troubleshooting and support, over the telephone, for Cornerstone Cloud certified products.
- Telephone and remote access support coverage for issues related to failure of Cornerstone Cloud certified products.
- Limited coverage for peripherals that meet specifications/requirements but are not explicitly Cornerstone Cloud certified, such as recommendations related to the use of Cornerstone Cloud within the practice setting. Such coverage includes:
 - Initial troubleshooting of issues with specialty printers or peripheral devices.
 - Software to assist with identification of compatibility issues with workstations and system requirements as related to Cornerstone Cloud.
- To ensure continuity of service and support, IDEXX will install remote monitoring, support, and Cornerstone Cloud core software during implementation on each device in the practice that will be used to access Cornerstone Cloud.
- Hardware service will be provided by the original manufacturer, if applicable, for IDEXX certified Dell® products that are currently under manufacturer's warranty. You must contact manufacturer directly. 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 pages.idexx.com/cscloud-upgrade-resources.
- For details on Cornerstone Cloud configurations and settings visit the Cornerstone Software Resources section of idexx.com at pages.idexx.com/cscloud-upgrade-resources.

B. Additional Terms

1. Subscription Standards

We do not guarantee uninterrupted or error-free operation of software or hardware/network system equipment. You are responsible for your own network security. We do not provide on-site support. Cornerstone Cloud includes Third Party software that we install on your workstations to permit us to remotely access your network in order to provide the software and services to you. You authorize us to access your practice's data through Cornerstone Cloud and 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 subscription, 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 Cloud is a tier-based program based on number of users. You will be invoiced based on the number of active users on your account per month. Users who are activated mid-month will be invoiced on a pro-rated basis for that month, provided that you will be invoiced for the entire remainder of the month if a user is activated mid-month and subsequently de-activated in the same month. You are responsible for maintaining an accurate and current user count on your account.

To access, use, and receive support for Cornerstone Cloud, you must have a current subscription. If your subscription is terminated and/or suspended, you may no longer access or use Cornerstone Cloud.

At the end of the Initial Term as described in the order form, either party may terminate this

subscription at the end of a billing cycle provided such party has given at least 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 Cloud.

3. Data/Image Storage and Backup Data

Cornerstone Cloud includes backups of all cloud-based Cornerstone Cloud data. In addition to Cornerstone Cloud data, you may have other important clinical and non-clinical files that need to be backed up and/or retained. With the exception of the aforementioned Cornerstone Cloud data, you are responsible for performing backups or otherwise preserving critical files and data within your practice IT infrastructure and other data storage solutions. 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 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.

4. 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 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 Cornerstone Software until you have successfully transferred your data to an alternate production environment. After cancellation of your Cornerstone service, we may store your data for up to six months; however, we are not responsible for maintaining it and may delete it without additional notice.

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 Cloud unless it is used with a hardware/network system provided and configured by us or that meets our specifications. If you use Cornerstone Cloud on a network system not meeting our specifications and network requirements, our software is provided to you on an "AS IS" basis, and you release us from any and all obligations of this agreement 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 Cornerstone Cloud.

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 this agreement 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 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. 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 of this agreement 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.

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. Cornerstone Cloud 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 Cloud 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 maintain your hardware and original equipment manufacturer products 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 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 Cloud. You are required to manage, monitor, and plan upgrades with the guidance of IDEXX 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 100% the responsibility of the customer and IDEXX implies no warranty on the future requirements of the practice for the equipment being purchased.

11. Updates

At our option, you may be required to upgrade to the current version of Cornerstone Cloud as part of the problem solution. Software updates do not include new products, features, modules or enhancements for which we generally charge an additional or separate 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. We will endeavor to provide two (2) weeks advance notice of any planned software update.

12. Onsite Service

Cornerstone Cloud 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 must ship equipment from your site for service, you are responsible for all shipping costs and insurance to and from your site. Cornerstone Cloud does not include free loaner or replacement equipment.

13. 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 at pages.idexx.com/cscloud-upgrade-resources. Please note: IDEXX may amend these technical requirements from time to time at our discretion.

14. PCI DEXX Service Provider Acknowledgement

14.1 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.

14.2 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:

14.2.1 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.

14.2.2 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.

14.2.3 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.

14.2.4 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.

14.2.5 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.

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 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 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 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 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 Cornerstone Subscription Terms 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, (c) or 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 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 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. 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. 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. 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 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.

DVMax Software

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. Support Levels

Single User (SU) Business Hours are
Monday- Friday from 8am – 6pm (Clinic’s local time)

Multi User (MU): After Hours are
Monday – Friday from 6pm- 8am,
weekends and U.S. holidays

	Business Hours (8am-6pm) (Local Time)	Remote Access Support (8am-6pm) (Local Time)	Updates (8am-6pm) (Local time)	After Hours Emergency Issues	Remote Processing	After Hours Non-Emergency Issues	Updates (6pm-8am) (Local time)	Remote Upgrade Service
Copper (SU Only)	✓	✓	✓					
Bronze (SU or MU)	✓	✓	✓					
Silver (SU or MU)	✓	✓	✓	✓	✓			
Gold (SU or MU)	✓	✓	✓	✓	✓	✓		
Platinum (SU or MU)	✓	✓	✓	✓	✓	✓	✓	✓
Diamond (SU or MU)	✓	✓	✓	✓	✓	✓	✓	✓
MPA and Multi- Databases	✓	✓	✓	✓	✓			

Single-User: Clinics using the single-user (one terminal) version of DVMAX have the option of purchasing any level of the support. (If your practice utilizes remote processing, then the minimum requirement is Silver or higher).

Multi-User: Clinics using the multi-user version of DVMAX (two or more terminals) have the option of purchasing as follows:

- For 2 – 6 terminals users have the option of choosing Bronze or higher.(If your practice utilizes remote processing, then the minimum requirement is Silver or higher)
- For 7 – 14 terminals users have the option of choosing Silver or higher.
- For 15 – 20 terminals users have the option of choosing Gold or higher.

- For 21 – 30 terminals users must be on Platinum.
- For 31 or more terminals users must be on Diamond.

Remote processing: All clinics that use the remote processing feature have the option of Silver or higher.

Emergency and 24 hr Clinics: Practices that are open 24 hours have the option of Gold or higher.

MPA and Multi-Database Clinics: Multi-practice access and multi-database clinics need to purchase MPA support level per site or database. (Your practice will receive the support service at the Silver level).

If an owner has more than one practice site, a separate instance of support must be obtained and a support fee paid for each practice site, unless IDEXX agrees otherwise in writing. IDEXX reserves the right to suspend technical support to all practice sites of this owner if this is not adhered to. IDEXX reserves the right to suspend technical support if your practice(s) have an outstanding balance for any products or services from IDEXX.

Your support service may not be transferred or assigned without the consent of IDEXX. If ownership or control of your practice changes and new staff operating DVMAX have not, in IDEXX's judgment, been sufficiently trained, IDEXX may require training for the new staff as a condition of continuing or renewing support.

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 guaranty uninterrupted or error-free operation of the DVMAX Software. We support only the two most current release versions of DVMAX Software, as denoted by the first two numbers of a release version (e.g. v7.0 and v.7.5). We may cease supporting any DVMAX, even a current release level, at the end of your support period upon 30 days' prior notice to you. You may be required to upgrade to the current version of DVMAX Software, and any ancillary software that is required, as part of a problem solution.

Support is provided by telephone at 800-950-5455 (you will need to provide your DVMAX ID number when calling our service line). For non-urgent support questions, you can go to your user site through the web at users.dvmax.com. (You will need your DVMAX ID number and your administrative password). We do not provide on-site support.

Your practice must have in place the hardware meeting the minimum requirements designated by IDEXX to run the most up-to-date version of DVMAX. 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 if you wish to use that update. Any software updates

that include new products, features, modules, or enhancements may require an additional license fee.

2. Fees; Automatic Renewal

To receive support, you must be current (paid in full) on all support fees for the level you have selected. The initial service period and level for support shall be as stated in your order form and shall automatically renew thereafter unless you give us 30 days prior written notice of your intention to discontinue or change your level of service.

By paying the support fee, you confirm your continuing agreement to the terms of these DVMAX support terms. Your support services become effective on our receipt of the support fee or your accepting support from us before our receipt of the fee.

If we allow you to pay in installments it is as an accommodation to you, and you agree to pay the entire fee. We may increase our fees or modify our support program 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. If the practice has more than one practice site, a support fee must be paid for each practice site, unless IDEXX agrees otherwise in writing. IDEXX reserves the right to suspend support services to all practice sites if this clause is not adhered to.

Either of us may terminate support on 30 days written notice to the other. If we terminate other than due to your breach, we will refund you a pro rata portion of the fee. If you terminate other than due to a breach by us, you will not be 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. Back-up Data

You are responsible for backing-up 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. We will provide installation and update software for download or, if required, on readable media so that you can reinstall your DVMAX Software in the event of a catastrophic loss of the software. We may charge a fee for providing and shipping readable media. If we perform the restoration at our facility, we will charge you for this service at our standard rates. We are not responsible for the return of any ribbons, tapes, CDs or other supplies or media contained in any equipment provided to us or to our service provider for service.

4. Third-Party Hardware

Because of the variety of non-software related equipment factors that can adversely affect software performance, we cannot guaranty the performance of DVMAX Software unless it is used only with a hardware/network system that meets our minimum specifications. If you use DVMAX Software on a hardware/network system that does not meet our minimum specifications, our software is provided to you on an "AS IS" basis, and you release us from any and all obligations of these DVMAX support 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 our DVMAX Software.

5. 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 this agreement 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.

6. 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 of this agreement 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 guaranty or provide support on expendable or consumable parts, such as fuses, batteries, bulbs, cables, adapters, print heads, keyboards, mice, ribbons, tapes, CDs or other supplies or media.

7. 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 un-authorized products in conjunction with our products; computer viruses, spyware, malware, worms, or other harmful programs; or repairs or modifications made by anyone other than us or our 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. 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.

If we determine that a reported problem is not covered by our support, at the level you have

selected or otherwise, then you must pay or reimburse us for our labor to identify the problem, and any related shipping. If you wish us to repair the problem, we will attempt to do so, at your expense, or if you have shipped us the product we will return it to you at your expense.

8. Your Obligations

You must take reasonable care of the products, maintain them in a clean and appropriate environment and carry out the routine maintenance recommended by us in the applicable user guide or otherwise communicated to you from time to time. You must install software updates that are periodically sent to you in a timely manner.

Your personnel who contact us about product support must be knowledgeable about and trained on the products. You must provide reasonable supporting data to aid in the identification, reproduction and analysis of reported problems. You must maintain any restoration CD's and make them available as needed. You must treat all periodic software patches, updates, upgrades, modifications or other enhancements delivered under these DVMAX support terms as licensed software in accordance with the terms of the applicable software license agreement between us (or, as applicable, between you and a third party software provider) under which you obtained rights to the software, and you must maintain such software license agreements in full force and effect.

9. Remote Access Support

IDEXX may install and activate third-party software on your server and workstation 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.

C. Training and Installation

1. Training

An experienced IDEXX trainer will provide three consecutive days of training, or more if you have purchased advanced training options, at your practice beginning on a date that will be

scheduled with IDEXX. For you to get the best value from the training, you will need to do the following: Before the trainer arrives at your facility, your computers and peripherals (printers, back-up drives, network hubs, etc.) must be unpacked, installed, connected, and tested so that they are working together in the configuration you intend to be permanent. (See Installation section below).

The key staff members who will use DVMAX must be present for the entire training session. All staff who will use DVMAX in any capacity must be present for those portions of the training that pertain to their duties. Getting the greatest benefit from training requires that all of your staff get training. If your staff miss parts of the training, you will obtain much less value from your new DVMAX system and the benefits of DVMAX Software in your practice will be severely diminished. Note that if training is scheduled for a weekend, a special surcharge may apply.

2. Installation

The installation of equipment and networks (including computers, monitors, backup devices, printers, network cabling, network hubs, switches and routers, modems, system software and configuration, network configuration, etc.) is your responsibility. It is also your responsibility to have the DVMAX Software installed and a test database running on all terminals before the trainer arrives. IDEXX will provide detailed specifications and directions for the installation of all the required software and hardware to you or to a systems installer-technician that you retain. We strongly recommend that all of these items be installed, tested, and running at least 3 days before the start of training. Note that IDEXX trainers do not perform hardware, network, or peripheral installations.

We may be able to refer you to a systems installer technician in your area for this purpose, but we cannot be responsible for their work. If the equipment (and networking, if applicable) is not working when the training begins, it will severely limit the effectiveness of the training. Hardware and networking difficulties are the primary sources of lost time during training. We want you to get the best training possible, so please make every effort to avoid these difficulties.

We strongly recommend that you have a working relationship with a local systems installer-technician. Technology changes, networks and hardware fail, staff may be short of skills. System problems often happen on the least convenient days and at the most annoying hours. Many of these problems cannot be resolved over the phone. A local technician is the best resource you can have for solving these problems quickly.

We also recommend that you obtain or purchase on-site hardware warranties. These will greatly speed and simplify the process of repairing or replacing any equipment if necessary.

3. Initial Support & Updates

For three (3) months from the start of training IDEXX will provide free software technical support to your practice. "Free support" means that you may telephone, email, fax or write for assistance with DVMAX issues and we will respond.

Support is normally provided from 8am to 6pm local time for your practice. Emergency issues will be handled outside of these hours during this initial free support period after training. In addition to providing free support for 3 months after training, IDEXX will make any released updates to the DVMAX Software available to you at no extra cost during this period. Additional support options are available once the 3-month free support period expires. The best option for your practice will depend on many factors, including the size of your practice, the hours of operation, the technical expertise of your staff, etc. We have options to suit the needs of every practice.

Not Included

Here is what IDEXX does not include with the license of DVMAX and support during the 3-month period after installation & training:

- Installation of equipment and networking cables; configuration of system software, drivers, networks, configuration of network hubs, routers or switches, etc., is not included. IDEXX will provide information to make this work easy for a knowledgeable computer installer or technician.
- Updates to software we license from other companies are not included. DVMAX creates data files about your customers, their animals, vaccines and other treatments, etc. To be used effectively, these data files need a database engine and its associated software that we license from another company for access and communication. From time to time this software is upgraded by its publisher, and IDEXX is charged for these upgrades. We cannot provide the upgrades for free but will provide them at a reasonable cost.
- Repairs of network, hardware and operating system software malfunctions are not included: Our tech support staff know DVMAX thoroughly, but they're not general computer system consultants, and as a result we can only help you with problems that are within DVMAX Software.
- "Telephone training" is not included during the free support period or under any of the service options available after that period. Training for selected functions and features in DVMAX is available by phone as well as on site for an additional charge.
- Ongoing technical support is not included: Once your 3 months of free technical support expire, IDEXX offers a range of annual support options for DVMAX Software.

If we believe a problem is due to malfunctioning equipment, networking, system software, improper settings, or other causes outside of DVMAX, we will try to pinpoint the source, or list the likely sources, of the problem, and our staff will direct you to the best resource for resolving it quickly. (Note: Your local system installer-technician is your best resource for resolving hardware and network problems. In the interest of smooth operations and benefit from

investment we again strongly recommend that you open a working relationship with a local system installer-technician.)

We will be happy to work extensively on the phone or through other forms of communication with any on-site installer-technician to resolve problems you may encounter. However, many problems encountered in the use of the system are not caused by DVMAX or related software, and these problems will require the intervention of an on-site computer installer-technician.

4. Hardware and other Software

IDEXX will provide you with a list of recommended hardware and operating system specifications to aid you in obtaining the best equipment for your practice. You should use this list to work with your local system installer-technician to order the proper equipment.

As a convenience to our customers, IDEXX occasionally supplies hardware that cannot be easily obtained. At other times, IDEXX may recommend hardware for a specific situation or site. If you purchase hardware from IDEXX, or purchase hardware recommended by IDEXX, it is warranted by the manufacturer only. IDEXX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR OF FITNESS, ABOUT ANY THIRD PARTY HARDWARE. If hardware is defective or performs unsatisfactorily, you agree that your remedies are limited to those provided by the manufacturer. IDEXX warrants the compatibility of DVMAX with the Macintosh and Windows operating systems listed in the DVMAX hardware requirements guide; please refer to this document for a complete list of compatible systems.

5. Systems Installation and Maintenance

You are responsible for the purchase, installation, testing and maintenance of all hardware, including your computers, printers, network cabling and equipment such as hubs and routers, backup devices, hard drives, scanners, modems, and monitors. IDEXX strongly recommends that you work with a local system installer-technician for these issues. Again, we also recommend that you obtain or purchase on-site hardware warranties.

A regular, frequent, and redundant backup procedure is the most important way you can prevent massive data loss in the event of a system failure or disaster. It is important to perform backups daily, to keep multiple backups, to keep backups off the premises, and to be sure that your backups are being performed properly. IDEXX will be happy to assist you with recommendations on backup procedures. IDEXX assumes no liability or responsibility for data entered, maintained or lost at your practice. Be safe - back up!

6. PCS DSS 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.

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, 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'll 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 Bank account payment method: Unless otherwise agreed, in order to subscribe for the ezyVet and Vet Radar Software Offering, you must register an eligible bank account with your IDEXX account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries (e.g. a United States-based financial institution that supports automated clearing house ("ACH") entries). You represent and warrant to IDEXX that your registered bank account is held in your name, or you are authorized to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorize IDEXX to initiate one or more debits for the total amount of any fees payable by you from your bank account (and, if necessary, initiate one or more credits to your bank account to correct errors, issue a refund or similar purpose), and you authorize the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorization will remain in full force and effect until you remove your bank account information from your IDEXX account.

2.2 Subscription Software fees: You acknowledge that subscription fees are payable on a monthly basis and accordingly agree that you are authorizing recurring payments. IDEXX will invoice all monthly subscription fees one month in advance. Payment of each invoice will be electronically processed by IDEXX on or around the due date by either ACH or direct credit from your nominated bank account.

2.3. Service fees: IDEXX will invoice you all Software Services fees in accordance with your order form. Where no timetable for invoicing any Services fees is included in your Specific Agreement or order form, IDEXX will invoice you for any 50% of any applicable Software Services fees in advance of Software Service commencement, the remaining 50% of any applicable Software Services fees to be invoiced by IDEXX at the earlier of the go-live date or upon completion of the relevant Software Service. Payment of each invoice will be electronically processed by IDEXX on the due date by either ACH or direct credit from your nominated bank

account.

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

2.5 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.

2.6. Increase to Subscription Fees: IDEXX may increase the subscription fees upon 30 days' prior notice to you. If you are not happy with any proposed price increase then you may terminate your subscription following such price increase, on 30 days' prior written notice to IDEXX, provided, however, that in the event you instead wish to terminate via the right provided to you below in Section 6. Early Termination, IDEXX will maintain your then current subscription fees during the applicable 3 month early termination period.

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 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. 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 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, 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 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 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 months; however, we are not responsible for maintaining it and may delete it without additional notice.

6. Early Termination. Notwithstanding any contrary terms regarding early cancellation in the Software Offering General Terms, you may terminate your subscription to ezyVet or Vet Radar Software early by providing at least 3 months’ notice via a termination notice that will be made available to you by IDEXX. If you terminate early, you will not be entitled to a refund of any pre-paid subscription fees and you will be liable to pay the subscription fee on a pro-rated basis through the date of termination to the extent that you have not already paid such fees.

7. 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 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 IDEXX Offerings, we will install it. If you do not use ISC for other IDEXX 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 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 Neo service until you have successfully transferred your data to an alternate production environment. After cancellation of your Neo service, we may store your data for up to six 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 7-10 User practice of average Internet use, we recommend network bandwidth of 2 megabits per second (mbps) and an Internet connection that can support a minimum throughput of 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.

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 customers' 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 customers' data and information is subject to our then-current privacy policy . We will use your customers' 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. 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 for the processing activities that it performs through the PHNPro Services on behalf of and on the instructions of the users. If IDEXX offers PHNPro Services in any countries that 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 will be described in and are subject to the IDEXX Customer Data Processing Agreement and a DPA Schedule for PHNPro Services (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. 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 15 minutes - 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 checkin, update, discharge, and deceased notification preferences.

1.2. rDVM Notifications:

- Checkin 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 CDT 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 12 months; thereafter, the subscription term is monthly. To prevent renewal of you 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. Data Usage. Customer grants to IDEXX a limited license to Customer Data to provide the services, which includes (but is not limited to) a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the services. IDEXX shall: (a) keep and maintain Customer Data in confidence, using such degree of care as is appropriate and consistent with its obligation in these terms and any Specific Agreement; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the services, such use and disclosure being in accordance with these terms and any Specific Agreement and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for IDEXX’s own purposes or for the benefit of anyone other than Customer without Customer’s prior written consent. This Section shall survive the termination of these terms or any Specific Agreement.

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 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 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 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 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 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 1 hour.
- The 3rd Tier technical team are made of two sections, IT & Development (Dev).
- The 3rd Tier IT team assists clients with hardware and internet related issues with a targeted 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 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 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. 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 for the processing activities that it performs through the SmartFlow service on behalf of and on the instructions of the 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 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 services, and use any data from the SmartFlow services 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.

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 our 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 facilitating email communications through the 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 5 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 our 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. 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 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, 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 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. You acknowledge

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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

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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.