

Agreement on Services for IDEXX Tecta Instrument Products

This Agreement on Services for IDEXX Tecta Instrument Products ("Agreement") incorporates IDEXX's General Terms and Conditions of Sale ("General Terms", available at <https://www.idexx.com/en/about-idexx/terms-of-sale/>) and applies to the various service plans offered by IDEXX Laboratories, Inc. or one of its affiliates, referred to as IDEXX, we, us and our, for IDEXX Tecta B4 and/or IDEXX Tecta B16 instrument. By signing an order form, placing an order, or accepting the services identified below, you agree to the General Terms and the terms of this Agreement.

Covered Products; Modifications: This Agreement covers the IDEXX Tecta instrument identified by the serial number(s) specified on your order form and/or invoice. We reserve the right to modify our service terms in this Agreement from time to time upon not less than 30 days' notice to you.

A. Service Plans

Described below are the various service plans that you may purchase under this Agreement. Please refer to your order form or invoice for the service plan(s) that you have elected.

1. Tecta Start-up Service:

- Description: If you purchase this service, a trained professional will travel to your location for up to two days to install the instrument(s) you purchased from us and provide new-user training.
- This service plan will include installing (if applicable) and commissioning the Tecta instrument, installing any required software updates, performing initial quality testing, and training people who will use the instrument. Other services may be performed as we deem appropriate. This is not intended to be a preventative maintenance or repair visit.
- Schedule and duration of service: This service event is limited to two consecutive days of on-site service. It will be performed during Monday to Friday, excluding holidays. Scheduling will be arranged by our account manager. An additional fee would apply for any extra days.
- Twelve-month term: This service must be used within twelve months of the purchase date of the covered instrument under this Agreement.

2. Tecta Basic Service Plan (1-year term):

- Description: For each Tecta instrument, if you purchase this service, you will receive a one-year basic warranty service as described herein, beginning upon the expiration date of the manufacturer's standard warranty period (twelve months).

- Under this service, we will pay for the cost of replacement parts and provide remote (virtual) support to you while you repair the instrument. We will pay for the shipping charges of these replacement parts.
- We will ship these parts to you in an expedient manner, using reasonable efforts to make sure you have timely access to the replacement parts.
- No on-site service; no loaner instrument: This service plan does not include an on-site visit from a trained professional or access to a loaner instrument(s).
- Eligibility period: This service plan is available for purchase any time during the twelve-month period following the purchase of the instrument.
- IDEXX may, in its sole discretion, elect to offer this service option to you after the expiration of the manufacturer's warranty, but is not obligated to do so. In this circumstance, the coverage period would begin on the date of your payment for the service.

3. Tecta Service Plus Plan (1-year term)

- Description: For each Tecta instrument, if you purchase this service, you will receive the one-year basic service plan (as specified in Sub-Section 2 above) for such instrument, as well as access to a loaner instrument if the original instrument needs to be sent to IDEXX for repair, and one optional on-site service visit (two day maximum). Each of these are described in further detail below:
 - Loaner instrument:
 - Description: For any instrument failure that cannot be diagnosed and/or repaired remotely, we will supply a loaner instrument to be used while the original instrument is returned to us for repair. You will be responsible for shipping the original instrument to an address to be provided by us after you receive the loaner. We will pay all shipping costs and make reasonable efforts to deliver the loaner instrument in an expedient manner.
 - A loaner instrument will not be supplied until it is determined by us that the original instrument cannot be diagnosed and/or repaired remotely. This may include IDEXX sending replacement parts to you so you can attempt a remote-guided repair. We will make reasonable efforts to reach this conclusion as quickly as possible, but this may mean that you have a period of time without a loaner instrument while the situation is assessed. IDEXX may, in its sole discretion, elect to send a loaner instrument before a remote repair is attempted, but is not obligated to do so.
 - Single swaps and double swaps: If your original instrument can be repaired, IDEXX will offer to return that original instrument to you after the repair is completed. After receiving the original instrument, you would be required to return the loaner instrument to IDEXX. If the original instrument cannot be repaired, you will be offered a new instrument (or you will be offered to keep

the loaner, if the loaner was a new instrument when you received it). All shipping costs will be paid by IDEXX.

- On-site service visit ("Visit"):
 - Description: This Visit will typically include cleaning, preventative maintenance, system validation and quality control, installation of software updates, and user training. Other services may be performed as we deem appropriate.
 - Scheduling and duration of Visit: The Visit is limited to two consecutive days of on-site service. It will be performed during Monday to Friday, excluding holidays. Scheduling will be arranged by our account manager. An additional fee would apply for any extra days.
 - The Visit should be scheduled with reasonable advance notice. This Visit is intended to be for routine preventative maintenance and training for already-installed instruments, and is not intended to be for emergency repair or instrument installation. If circumstances allow, IDEXX may, in its sole discretion, elect to perform this Visit as an emergency visit, but is not obligated to do so. If you have already used your Visit under this Agreement and require a subsequent emergency repair, an additional charge would apply.
 - This is an optional visit at your discretion. This means that you are ultimately responsible for notifying IDEXX of the request to have the Visit. If IDEXX does not perform the Visit during the 1-year term of the Tecta Service Plus Plan, you will not be entitled to a full or partial refund. IDEXX will make reasonable accommodations for Visits that are scheduled but later canceled due to events beyond your control, such as illness or weather.
- Term, eligibility period, and effective date:
 - This is a one-year-term service, which shall be purchased any time during the twelve-month period following the purchase of the covered instrument.
 - All services covered by this service plan shall be effective on the date of the purchase of the service. As such, the basic service plan included in this service option will not be delayed to begin upon the expiration of the manufacturer's standard warranty period (which will be 12 months starting from your purchase of the covered instrument).
- Tecta Service Plus Plan with a 2-year Term. You may choose to purchase the Tecta Service Plus plan for a 2-year term. In that case, all the terms specified above will apply except that the term for the service will be two years effective as of the date of your purchase of the service and two on-site service Visits at your option will be provided.
- Add instrument(s) to current Tecta Service Plus Plan:

- Description: If you have an existing Tecta Service Plus plan purchased under this Agreement, you may choose to add additional instrument(s) (“Added Instrument”) to such Service Plus plan, provided that such Added Instrument is located at the same site where the instrument(s) already covered under the current Tecta Service Plus plan is located and that an additional fee (as specified in the order form or invoice) is paid on a per-instrument basis. You can only choose to add instrument(s) to the current Tecta Service Plus plan within 12 months of the purchase date of such instrument(s).
- The current Tecta Service Plus plan (including the starting and end date of the plan) will apply to the Added Instrument, except that there will be no separate and additional on-site service visit for the Added Instrument. So, if you choose to add an instrument after the on-site service visit has already occurred under the current Tecta Service Plus plan, you will not be entitled to an additional on-site service visit for the Added Instrument. However, in such case, IDEXX may, in its sole discretion, elect to adjust the service price for the Added Instrument (but is not obligated to do so).

4. On-site Service Visit:

- Description: This is a stand-alone service in addition to what you may have under any other service plan(s). With this stand-alone on-site service visit plan, you will receive one on-site service visit of up to two days to service or repair such instrument. The cost of replacement parts is not included and will be invoiced to you separately. This service does not cover any services beyond the single two-day visit.
- Scheduling and duration of service: This service event is limited to two consecutive days of on-site service. It will be performed during Monday to Friday, excluding holidays. Scheduling will be arranged by our account manager. We will make reasonable efforts to perform this service in a timely manner, understanding that delays may cause disruption to your testing. An additional fee would apply for any extra days beyond the second day.

B. General Terms (for all service plans)

1. Hours of Service; Service Returns: We will provide service in accordance with our normal procedures and during our normal business hours, except holidays. In case of malfunction, you must first contact IDEXX Customer Support by telephone at our telephone number provided in your product documentation.

Our telephone support is available during our normal business hours, Monday through Friday, except holidays. Our support personnel will guide you to attempt to correct reported problems yourself. If telephone support is not successful, we will give you further instructions. Unless specifically indicated in this Agreement, we have no obligation to provide on-site service. If it is

necessary to return the product, you must do so to our designated facility for examination. If we authorize a return, we will pay shipping costs to and from our repair facility except in cases of improper use or mistreatment, etc. as provided below in “Your Obligations, Exclusions for Improper Use, Etc.” All exchanged parts and products become our property. Delayed returns are subject to daily rental charges at our then-current rate.

2. Your Obligations; Exclusions for Improper Use, Etc.: You must take reasonable care of the product, maintain it in a clean and appropriate environment and carry out the routine maintenance recommended by us in the applicable user guide, instructions or other documentation or otherwise communicated to you from time to time. You must provide reasonable supporting data to help identify reported problems.

We cannot assure you of the performance of our products if you use them other than in strict accordance with our product instructions or if you use them on or in conjunction with products or services not provided and configured by us. **FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON OUR PRODUCTS VOIDS THIS AGREEMENT AND OUR OBLIGATIONS TO YOU.** In addition, if your equipment is not under warranty and is not currently covered by our service agreement, we may at our option inspect your equipment before we agree to provide coverage. We may charge you our then-standard rates for such inspection, and if repairs are required, we may either charge you for such repairs and replacement parts at our then-standard rates, exclude repairs to parts that have exceeded their reasonable life from service coverage, or vary your service fee accordingly. If for any period you are not covered by our service agreement and wish to start or resume such coverage, resumption will be at our discretion, and we may charge you the service fee for any period you were not covered.

Our service plan coverage does not cover damage resulting from any causes external to our products (which if repairable will be repaired at your expense), such as negligence or improper use or handling; casualty; external electrical fault; failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; or repairs or modifications 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 to equipment is not covered. If we determine that the reported problem is not covered by this Agreement, you must reimburse us for the costs of equipment shipping, and we will attempt to repair / replace the product at your cost, at our then-standard rates for such work, or return it as you instruct and at your cost; in such case you will also return any loaner or replacement equipment to us at your cost.

3. All-inclusive Fee: The fee you pay for the service plan in this Agreement is an all-inclusive price. Travel costs for the IDEXX team member are included in such fee and thus will not be invoiced separately. Cost of the service will not be itemized by component (e.g., installation vs. training cost).

4. Renewal; Renewal Fees: For Tecta Basic Service and Service Plus plans, you may renew the

service plan by notifying us prior to the expiration of your current service plan (“Renewal Term”). The service fee for any Renewal Term will be IDEXX’s then-current fee. IDEXX may invoice you for Renewal Term(s) before the current Term expires. If IDEXX does not receive payment of the service fee in accordance with IDEXX’s invoices to you, or before the beginning of the Initial Term or any Renewal Term, then IDEXX reserves the right to terminate the service plan(s) immediately, including any IDEXX warranty or support obligations to you. If for any period of time you are not covered by our service plan and wish to start or resume such coverage, we may charge you the service fee for any period you were not covered.

5. Termination: The service plan may be terminated by either party upon 60 days written notice to the other. If it is terminated by you without cause or by us due to your breach of the Agreement, you shall not be entitled to any refund of any fee paid by you. If the service plan is terminated by us without cause, IDEXX shall refund to you a pro rata portion of any fee paid with respect to the initial service period or current renewal, as the case may be. We reserve the right to refuse to provide service to you if you are in breach of this Agreement or if your account with any IDEXX company for any product or service is delinquent.