

xChek Vet Terms of Service Agreement

This xChek Vet Terms of Service Agreement ("Terms of Service") incorporates IDEXX's General Terms and Conditions of Sale ("General Terms"). You may find the General Terms applicable to your region at: <https://www.idexx.com/en/about-idexx/terms-of-sale/>.

1. Acceptance of Terms of Service

When using or registering with this site or any Service (as defined in Section 2 below) made available on this site, customer (or, "you") agree to be bound by these Terms of Service, by and between you and the IDEXX entity that invoices you ("IDEXX"). The words "we", "us", and "our" refer to IDEXX and IDEXX's affiliated entities. These Terms of Service may be updated by IDEXX from time to time without notice to you. You may review the most current version of the Terms of Service at any time as posted on the IDEXX General Terms and Conditions page at: <https://www.idexx.com/en/about-idexx/terms-of-sale/>.

Furthermore, you acknowledge that you are responsible for maintaining the confidentiality of your account and any login passwords. You are responsible for all uses of your account, whether or not actually or expressly authorized by you. You further agree and acknowledge that the entity on whose behalf you have represented to IDEXX that you are authorized to act, and any representatives of such entity, shall be responsible for all uses of your account. In addition, when using certain portions of the service, you shall be subject to any posted guidelines or rules applicable to such Service which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the Terms of Service.

2. Description of Service

The xChek Vet service and any other services made available on this site (collectively be referred to as the "Service") provide or may provide users with access to online resources, including, without limitation, laboratory results reporting and web site hosting capabilities. Unless explicitly stated otherwise, any new features or properties that augment or enhance the current Service shall be subject to the Terms of Service. You understand and agree that the Service is provided "AS-IS" and that IDEXX assumes no responsibility for the timeliness, deletion, or mis-delivery of, or failure to store, any user communications, data or personalization settings. In order to use the Service, you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. In addition, you must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. IDEXX provides the necessary information and documentation to diagnostic laboratories using xChek Lab in order for them to connect their xChek Lab directly to the Service and transmit laboratory results and related data. As with any diagnostic results, you should use clinical discretion with each animal, flock or herd based on a complete evaluation of the animal, flock or herd, including physical presentation, complete laboratory data, and environmental and other factors. 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.

3. Registration Obligations

In consideration of your use of the Service, you agree to: (a) provide true, accurate, current and complete information as prompted by the Service's registration form (such information being the "Registration Information") and (b) maintain and promptly update the Registration Information to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or IDEXX has reasonable grounds to suspect

that such information is untrue, inaccurate, not current or incomplete, IDEXX has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Use of the site and the Service is restricted to licensed veterinarians and their staffs and employees of companies engaged in animal health products and services.

4. Fees and Terms of Payment

Your use of the Service may be subject to certain fees, and some premium portions of the Service may require an additional or higher fee. If applicable, such fees will be posted on the site and may be changed at any time without notice. All fees are exclusive of all taxes and duties of any kind, all of which must be paid by you. Payment terms shall be net cash on or prior to delivery of the Service, except that payment terms may be net thirty (30) days from date of invoice if you are granted credit terms by IDEXX, in its sole discretion. IDEXX reserves the right to change payment terms at any time or to revoke credit previously extended, if any. All payments due are charged or billed directly to a credit card provided by you. Without limiting the generality or applicability of any other rights of IDEXX specified in the Terms of Service, IDEXX reserves the right to cease the Service or any portion thereof if charges to your credit card are denied or you otherwise fail to make any payment due. 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. Privacy Policy

Registration Information and certain other information about you is subject to IDEXX's Privacy Policy. For more information, please see our full privacy policy at www.idexx.com. In the event that there is a conflict between the Terms of Service and the Privacy Policy, the Terms of Service shall control.

6. To enable your use of the Service, IDEXX will make use of a web-based application infrastructure and data storage service provided by Amazon Web Services ("AWS"). You consent to the extraction of your diagnostic results data and information ("data" and information" from your laboratory/ies' xChek Lab application, the transfer of such data to the United States and the continued storage of such data by AWS or such other providers, any of which may be based in the United States. The storage of your data and information is subject to our then-current privacy policy and the then-current AWS privacy policy. You should view each privacy policy online from time to time to review the then-current policy.

We will use your data and information solely to respond to your request for products, services, or information, to fulfill our obligations to you under orders or contracts, to arrange for and process any applicable payments owed by you in connection with orders or contracts, or for internal purposes, including without limitation, marketing, promotions, customer support, website administration, and feedback purposes. You authorize us to de-identify and aggregate your data and information with similar data from other xChek Vet customers, to enable analysis of regional and national trends, data and information ("aggregated data"). In preparing aggregated data, we will eliminate customer-specific references that would permit identification of your company. In addition, we may provide your data, without any references that would permit identification of your company, to other third parties, in a manner consistent with the IDEXX Privacy Policy. For additional information about how we use data, please see the IDEXX Privacy Policy. IDEXX may continue to use aggregated data after your subscription ends. We will not permit unauthorized parties to have access to your data and information.

7. Account Registration and Security

You will receive one or more passwords and one or more account designations upon completing the Service's registration process and from time to time. You are responsible for maintaining the confidentiality of the password(s) and account designation(s), and are fully responsible for all uses and activities that occur under your password(s) or account designation(s), whether or not actually or expressly authorized by you. You agree to (a) immediately notify IDEXX of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. IDEXX cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 7.

8. Member Conduct

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials uploaded, posted, e-mailed or otherwise transmitted as a result of or in connection with your use of this site ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not IDEXX, are entirely responsible for all Content that you or your agent or representative uploads, posts, e-mails or otherwise transmits via the Service. IDEXX does not control the Content posted via the Service by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will IDEXX be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content made available, displayed, uploaded, posted, e-mailed or otherwise transmitted via the Service.

You agree to not use the Service to:

- A. upload, post, e-mail or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- B. harm minors in any way;
- C. impersonate any person or entity, including, but not limited to, an IDEXX employee, agent or representative or otherwise misrepresent your affiliation with a person or entity;
- D. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;
- E. upload, post, e-mail or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- F. upload, post, e-mail or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;
- G. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation, except in those areas, if any, that are designated for such purpose;

- H. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- I. disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
- J. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- K. intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law;
- L. "stalk" or otherwise harass another; or
- M. collect or store personal data about other users.

9. Use and Handling of Content.

You acknowledge that IDEXX does not pre-screen Content, but that IDEXX and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is available via the Service. Without limiting the foregoing, IDEXX and its designees shall have the right to remove any Content that violates the Terms of Service or is otherwise objectionable.

You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by IDEXX or submitted to IDEXX, including without limitation information in the Service.

You authorize IDEXX to use your Content, including any client data that is included in your Content, and to combine or associate your Content with any other of your data that IDEXX or its affiliates are permitted to use, for the purposes of (a) providing you with analysis of your account's performance and utilization either on a stand-alone basis or in comparison with other de-identified accounts, (b) monitoring, troubleshooting, and diagnosing the Service, (c) backing up and storing your Content, (d) aggregating your Content with other data (including data from other accounts) for research and analysis, and (e) otherwise providing the Service to you. You acknowledge and agree that IDEXX may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce the Terms of Service; (c) arrange for, collect and process payment, (d) respond to claims that any Content violates the rights of third-parties; (e) protect the rights, property, or personal safety of IDEXX, its users and the public; or (f) provide the Service. Except as provided in the prior sentence, IDEXX does not share your Content with third parties except in a de-identified format. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. IDEXX will never make your Content available to a list broker or any other party who desires to use your Content to contact either you or your users, except with your specific written permission. Any personal information possessed by you provided to IDEXX is controlled primarily by IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, Maine 04092, USA, and will be stored in the United States, in accordance with US law and this Agreement. IDEXX has implemented technical and organizational measures designed to protect your Content against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. You agree to appropriately manage and control the personal information of your users as your sole responsibility, including, but not limited to, obtaining prior consent from your users to provide us with their personal

information. In the event that your user lodges a complaint against IDEXX or you or a dispute arises between your user and you or IDEXX in connection with the management and control of your users' personal information, you agree to resolve such complaint or dispute at your sole responsibility and to hold IDEXX harmless from any damage, liability or loss, except in cases where you reasonably establish IDEXX's liability for such complaint or dispute.

10. Special Admonitions for International Use

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data and the shipment of products exported from the United States or the country in which you reside.

11. Public Content Posted to the Service

For purposes of the Terms of Service, "publicly accessible areas of the Service" are those accessible to all subscribers. By way of example, a publicly accessible area of the Service would include forums, classified advertisements, public chat rooms, but would not include private e-mails, laboratory results, online orders or correspondence with distributors. With respect to all Content you elect to post to other publicly accessible areas of the Service, you grant IDEXX the royalty-free, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed.

12. Indemnity

You agree to indemnify, defend, and hold IDEXX, and its subsidiaries, affiliates, officers, agents, designees, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees and legal disbursements, made by any third party due to or arising out of Content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

13. No Resale of Website

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, this site or any portion of the site, use of the Service, or access to the site or the Service.

14. General Practices Regarding Use and Storage

You acknowledge that IDEXX may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that e-mail messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of e-mail messages that may be sent from or received by an account on the Service, the maximum size of any e-mail message that may be sent from or received by an account on the Service, the maximum disk space that will be made available for your use, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that IDEXX has no responsibility or liability whatsoever for the deletion or failure to store for any reason any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that IDEXX reserves the right to log off accounts that are inactive for an extended period of time or that do not comply with the terms hereof in IDEXX's sole discretion. You further acknowledge that IDEXX reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

15. Modifications to Service

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

16. Termination

You agree that IDEXX, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if IDEXX believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Service. IDEXX may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of the Terms of Service may be effected without prior notice, and acknowledge and agree that IDEXX may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that IDEXX shall not be liable to you or any third-party for any termination of your access to the Service.

17. Dealings With Advertisers

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

18. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because IDEXX has no control over such sites and resources, you acknowledge and agree that IDEXX is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that IDEXX shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

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20. Disclaimer of Warranties

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

21. Limitation of Liability

EXCEPT AS AND TO THE EXTENT PROVIDED UNDER APPLICABLE LAW FOR LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, IN NO EVENT WILL IDEXX, ITS AFFILIATES, SUPPLIERS, LICENSORS, OR OTHER THIRD PARTIES MENTIONED AT THIS SITE BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF PROFITS, GOODWILL, DATA OR EQUIPMENT, OR FOR BUSINESS INTERRUPTION ARISING FROM OR IN CONNECTION WITH THE EXISTENCE, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY INTERNET SITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

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IF YOUR USE OF THE MATERIALS RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF.

22. Exclusions and Limitations

APPLICABLE LAW OF SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

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24. Copyrights and Copyright Agents

IDEXX respects the intellectual property of others, and asks users of its products and services to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide IDEXX's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and e-mail address;
5. 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;
6. 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.

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By mail:

Copyright Agent

Office of General Counsel

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United States of America

By Phone: (207) 556-0300

By e-mail: copyrightagent@idexx.com