

VetConnect PLUS Terms of Service - EU
(Revision May 2018)

Attention: Please read the terms of service set forth below (the "Terms of Service"). These terms apply to your use of the Service on this internet site or mobile web application (this "site"). These Terms of Service may have changed since your last visit. Using the Service indicates that you accept these Terms of Service. If you do not accept these Terms of Service, do not use the Service.

1. Definitions

In addition to the defined terms set forth in other section of this Agreement, the following defined terms apply:

“Data Protection Agreement” means the agreement between IDEXX and you which regulates the arrangement between the parties relating to processing of Personal Data.

“Personal Data” means any data relating to an identified or identifiable living natural person.

2. Acceptance of Terms of Service

When using or registering with this Service (as defined in Section 2 below) made available on this site, including, without limitation, the laboratory ordering or telemedicine services, 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 Service. 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.

3. Description of Service

The VetConnect PLUS 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, online laboratory (if available in your region) and in-clinic diagnostic results reporting, laboratory ordering (if available in your region), telemedicine consultation results, medical and product references, access to electronic images, current articles and abstracts, various communications tools, online forums, personalized content, and e-mail 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 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.

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 many practice information management systems (PIMS) providers in order for them to connect their PIMS directly to the Service and transmit laboratory work requests, results and related data. If your PIMS is equipped to connect to the Service, and you elect to use the 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 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.

Any medical recommendations contained in the medical and product references or current articles and abstracts are intended to provide general guidance only. As with any diagnosis or treatment, you should use clinical discretion with each patient based on a complete evaluation of the patient, including 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. Any reference laboratory results displayed through the 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. 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. By registering for the Service, you represent and warrant that you (i) are at least eighteen (18) years of age, (ii) are not located in a country that is subject to a U.S. Government, EU or UN embargo, sanctions or export restrictions, or that has been designated by the U.S. Government, EU or UN as a "terrorist supporting" country; and (ii) are not listed on U.S. Government, EU or UN list of prohibited, designated or restricted parties.

5. Fees and Terms of Payment

The Service is provided free of charge. In the event that your use of the Service may become 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 Service if you do not wish to pay such fees. If you continue to use the Service after expiration of such notice period, you will be deemed to have accepted the fees and will be charged accordingly. 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.

6. Use of Data and Data Protection

IDEXX considers proper processing of Personal Data to be highly important and has adopted the privacy policy which can be found at <https://www.idexx.com/>. The arrangements between the parties relating the processing and protection of Personal Data are set forth in the Data Protection Agreement found at www.idexx.eu/gdpr. We do not share your Personal Data with third parties except in an aggregated anonymized format, and except as provided in our Privacy Policy and the Data Protection Agreement, or otherwise with your express consent. As described in the Data Protection Agreement, IDEXX will use aggregated anonymized Personal Data provided through the Service to perform market analysis in order to anticipate our customers' needs, gain know-how which will benefit veterinary practices in general, and to provide professional services and medical education to the veterinary industry. You agree that such aggregated anonymized Personal Data and any non-Personal Data stored, exchanged or processed by IDEXX through the Service may be provided to third parties without your prior consent.

You grant IDEXX a royalty-free, worldwide, non-exclusive 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 your Content (as defined in Section 8), including through your practice information management software system, as described in the Data Protection Agreement.

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 and Use of Content

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 Service ("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 and your employees, agents, contractors and representatives, and all persons otherwise using the Services under your password(s) or account designation(s) (whether or not actually or expressly authorized by you), upload, post, e-mail or otherwise transmit 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 responsible or 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 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 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, or upload, post, e-mail or otherwise transmit any Content that concerns minors in any way without the express written permission of the relevant minor's parent or guardian;
- 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 or bully another; or

M. collect or store personal data about other users.

9. 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.

10. 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 sub licensable 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. IDEXX's Proprietary Rights; License; Application Providers

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that content contained in information presented to you through the Service is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by IDEXX, or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

Subject to your ongoing compliance with these Terms of Service, IDEXX grants you a personal, nontransferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by IDEXX for use in accessing the Service. All rights not granted herein are strictly reserved by IDEXX.

When accessing the Services through an application that you downloaded from an app store or app distribution platform (the "App"), such as the Apple® App Store® or Google Play™, (the "App Provider"), you acknowledge and agree that: (a) these Terms of Services are concluded between you and IDEXX, and not with the App Provider, and that IDEXX is solely responsible for the App (not the App Provider); (b) the App Provider has no obligation to furnish any maintenance and support services with respect to the App; (c) in the event of any failure of the Applications to conform to any applicable warranty, (i) you may notify the App Provider and the App Provider will refund the purchase price for the Applications to you (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the Applications, and (iii) any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be IDEXX's responsibility; (d) the App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; (e) in the event of any third party claim that the App or your possession and use of that App infringes that third party's intellectual property rights, IDEXX will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms of Service; (f) the App Provider, and its subsidiaries, are third party beneficiaries of these Terms of Service as it relates to your license of the App, and that, upon your acceptance of these Terms of Service, the App Provider will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service as related to your license of the App against you as a third party beneficiary thereof; and (g) you must also comply with all applicable third party terms of service when using the App.

19. 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. EXCEPT AS PERMITTED BY APPLICABLE LAW, IDEXX EXPRESSLY DISCLAIMS ALL TERMS, WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (WHETHER UNDER STATUTE, COMMON LAW OR OTHER LAW, CUSTOM OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO THE IMPLIED TERMS OR WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. (B) IDEXX MAKES NO WARRANTY THAT (i) THE 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. IN THE EVENT YOU USE YOUR PIMS TO SEND DATA OR CONTENT TO IDEXX OR TO RECEIVE DATA OR CONTENT FROM IDEXX, IDEXX MAKES NO REPRESENTATION AS TO THE PERFORMANCE OF YOUR PIMS OR ITS INTERPRETATION OF DATA OR CONTENT PROVIDED BY IDEXX.

20. 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 (INCLUDING AS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977), 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.

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 (INCLUDING AS DEFINED BY THE UNFAIR CONTRACT TERMS ACT 1977), IDEXX'S TOTAL LIABILITY TO YOU IN CONNECTION WITH ANY AND ALL INJURIES, LOSSES, EXPENSES, DEMANDS, CLAIMS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SITE, FROM ANY CAUSE OR CAUSES, WHETHER IN WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT YOU PAID FOR ONE YEAR OF SERVICE ON THIS SITE.

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

21. 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.

22. Choice of Law and Forum

These Terms of Service and the transactions contemplated hereby, and all related disputes between the parties under or relating to these Terms of Service, whether in contract, tort or otherwise shall be governed by the laws of the Netherlands without reference to conflict of laws principles. If a dispute arises in connection with the Service or these Terms of Service, the parties agree to meet within sixty (60) days of notification to attempt in good faith to reach an amicable settlement. ABSENT AN AMICABLE SETTLEMENT, ANY DISPUTE ARISING IN CONNECTION WITH THESE TERMS OF SERVICE, OR ANY OTHER AGREEMENT RESULTING FROM THESE TERMS OF SERVICE, OR THE BREACH, TERMINATION OR INVALIDITY HEREOF OR THEREOF, SHALL BE FINALLY SETTLED BY A COMPETENT COURT IN AMSTERDAM, THE NETHERLANDS. Both parties waive any claims against each other for multiple, punitive or exemplary damages in any legal actions relating to these Terms of Service.

23. Notice

Notices to you may be made via either e-mail or regular mail. The Service may also provide notices of changes to the Terms of Service or other matters by displaying notices or links to notices to you generally on the Service.

24. Trademark Information

IDEXX possesses rights in the United States and elsewhere in its trademarks, service marks, trade names, designs, logos and other trade dress used in connection with VetConnect PLUS and the products or services described in the website. No use of any IDEXX trademark, service mark, trade name, design, logo or other trade dress may be made without the prior, written authorization of IDEXX, except to identify the products or services of IDEXX. Except as permitted by these Terms, nothing contained in the site should be construed as granting, by implication, estoppel, or otherwise any license or right to any person under any patent, trademark, copyright or other proprietary right of IDEXX. Company, product and service names mentioned in the site that are not owned by IDEXX are trademarks or service marks of their respective owners. See www.idexx.com for additional IDEXX trademark information.

25. 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.

IDEXX's Copyright Agent for Notice of claims of copyright infringement on this site can be reached as follows:

By mail:

Copyright Agent

Office of General Counsel

IDEXX Laboratories, Inc.

1 IDEXX Drive

Westbrook, ME 04092

United States of America

By Phone: (207) 556-0300

By e-mail: copyrightagent@idexx.com

26. General Information

The Terms of Service constitute the entire agreement between you and IDEXX and govern your use of the Service, superseding any prior agreements between you and IDEXX. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The failure of IDEXX to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect. In the event that there is a conflict between these Terms of Service and the Terms of Use for all visitors to IDEXX's public websites, these Terms of Service shall control. We may assign and delegate all or any of our rights and obligations in these Terms of Service.

These Terms of Service are drafted in English. If these Terms of Service are translated into a language other than English, then the original English version of these Terms of Service shall control all questions of interpretation with respect thereto. Any other documents delivered or given pursuant to these Terms of Service, including notices, shall be in English.

27. 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: (207) 556-0300

By e-mail: vccontactus@idexx.com