

GENERAL TERMS AND CONDITIONS OF IDEXX PRACTICE MANAGEMENT SOFTWARE
EUROPE
(Revision 1st August 2022)

Unless otherwise agreed in writing, these General Terms and Conditions (“GTCs”) comprise the basis on which **IDEXX Laboratories B.V.**, a limited liability company organised and incorporated under the laws of The Netherlands, registered at the chamber of commerce under registration number 30130428 or any affiliated company identified on an invoice or order form (“**IDEXX**”) sells and provides Services to the natural person or legal entity and/ or the user of the Services (“**Customer**”) pursuant to any IDEXX Order form (an “**Order**”). No other terms or conditions will apply and are hereby explicitly rejected by IDEXX. IDEXX and the counter party of any Order shall be referred to as “**IDEXX**” and “**Customer**” respectively, each may also be referred to as “**Party**” or collectively as “**Parties**”. In the event of any inconsistency between the English version of these GTCs and a version in any other language, the English version shall prevail.

Article 1: DEFINITIONS

- 1.1. “**Add-on module**” refers to extensions to the existing Software platform or Services that can be activated on top of the base Software.
- 1.2. “**Affiliate**” means a legal or natural person which (i) controls or (ii) is controlled by or (iii) is under common control with a Party.
- 1.3. “**Agreement**” means the relevant Order, order confirmation, service level agreement, these GTCs and any other agreements and/or terms agreed in writing by the Parties.
- 1.4. “**Customer Content**” means any data, text, audio, video, photographs, graphics, messages, tools and any other content whatsoever, in any format, provided by Customer or any User that is run on or through the Software, or stored in or using the Software.
- 1.5. “**Data Protection Agreement**” means the annex to the Order, which regulates the arrangements between the Parties relating to processing Personal Data.
- 1.6. “**Go-Live date**” refers to the day that all of the Customer’s active client records are transferred from their current patient management system into Software and the Customer may begin using the Software, or for non-conversions, the first date that the Customer starts to manage active patients in the Software.
- 1.7. “**Onboarding**” is a service whereby IDEXX provides the Customer with various resources to setup and prepare to “Go-Live” and begin using the Services at the Customer’s facility(s). This comprises Implementation sessions and Data Migration.
- 1.8. “**Implementation Sessions**” are remote or on-site training/consulting sessions that prepare the Software and Users for Go-Live.
- 1.9. “**Data Migration**” refers to the transfer, conversion, and load of the Customer’s Patient Management Data from their previous Practice Information Management System to our Software (including Animana to Animana)
- 1.10. “**Launch Call**” is the first session of the onboarding process in which Customer needs and key project dates are agreed, and the on-line checklist is shared with the Customer.
- 1.11. “**Patient Management Data**” means any and all data entered into the Software by the Customer as well as any and all data which is produced by IDEXX.
- 1.12. “**Personal Data**” means any data relating to an identified or identifiable living natural person.
- 1.13. “**Services**” means the provision of the Software, maintenance, customer support and technical enhancements.
- 1.14. “**Software**” means one of the IDEXX software packages (Animana or SmartFlow) and any related products, Services and enhancements which provides an online solution for patient management and practice management. Any and all current and future versions, features are included herein.
- 1.15. “**Users**” mean those employees, consultants, agents or contractors of the Customer that are authorized by Customer to use the Software and have received proper training and supervision from the Customer in using the Software.

Article 2: QUOTATIONS

No quotation by IDEXX shall be valid unless the quotation is communicated to the Customer in writing. Quotations are valid for thirty (30) days from the date the quotation is provided. IDEXX reserves the right, at its sole discretion, to retract a quotation upon written notice to the Customer.

Article 3: TERM AND TERMINATION

- 3.1. The Services relating to Animana software are provided for the period specified in the signed relevant Order, with a minimum initial period of twelve (12) months, unless earlier terminated in accordance with the provision set out in these GTCs. If no notice has been given by the Customer to the contrary, the Agreement will be automatically extended for an additional period of twelve (12) months.
- 3.2. The Services relating to SmartFlow software are provided for the period specified in the signed relevant Order, with a minimum initial period of one month. If no notice has been given by the Customer to the contrary, the Agreement will be automatically extended for an additional period of one month.
- 3.3. After the initial term as provided herein, the Agreement may be terminated for convenience by a Party upon providing written notice at the end of a calendar month, with due observance of a notice period of thirty (30) days. The notice of termination by Customer will be deemed received once IDEXX has sent confirmation of such to Customer.
- 3.4. Add-on modules may be terminated for convenience by a Party upon providing written notice at the end of a calendar month, with due observance of a notice period of thirty (30) days. The notice of termination by the Customer will be deemed received, once IDEXX has sent confirmation of such to the Customer.
- 3.5. IDEXX will confirm receipt of notice of termination by the Customer within ten (10) working days of receipt from the Customer.
- 3.6. IDEXX shall make the Patient Management Data stored in Animana Software available to the Customer in a common format within ten (10) working days of the Customer's Animana account being closed. IDEXX may charge (additional) costs for providing the Customer with the Patient Management Data.
- 3.7. After the Agreement regarding SmartFlow software Services is expired or terminated, the Customer can continue to access the Customer Content for free by using a free account with one login.
- 3.8. IDEXX has the right at any time by giving notice in writing to the Customer to terminate this Agreement, if the Customer breaches the Agreement and does not cure the breach within thirty (30) days after the notice has been sent by IDEXX.
- 3.9. IDEXX may terminate the Agreement immediately by written notice to Customer, if Customer:
 - i. in connection with this Agreement breaches any applicable laws or IDEXX reasonably determines that such breach is likely, or causes IDEXX to be in breach of any applicable laws;
 - ii. becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - iii. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under bankruptcy or insolvency law;
 - iv. makes or seeks to make a general assignment for the benefit of its creditors; or
 - v. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 3.10. In no event will any termination for any reason affect Customer's obligation to pay outstanding fees or give the Customer the right to a refund.

Article 4: PRICES

- 4.1. Prices may vary per jurisdiction. The prices as stated in the Order will prevail and will be reflected in the applicable currency. All prices are excluding VAT and any and all other applicable taxes.
- 4.2. IDEXX reserves the right to change the prices. These price changes will be announced by the IDEXX electronic newsletter or other electronic notifications at least one (1) month before they come into effect.
- 4.3. All prices stated on the IDEXX website (<https://software.idexx.co.uk>), in brochures and newsletters are subject to typing and calculation errors and IDEXX does not accept any liability.
- 4.4. The first invoice will be issued in the month of the 'Go-Live' date. For any account that has not gone 'live' within 6 months after the first intake appointment with the Customer Success Managers team, IDEXX has the right to start invoicing the minimum monthly fee until the Go-Live date, after which normal pricing will apply.
- 4.5. Unused hours for any contracted work, such as but not limited to consultation, training, or data services, expire 12 months after signing the contract or 6 months after billing date; whichever date comes first.

Article 5: PAYMENT TERMS

- 5.1. Payment terms are net fourteen (14) days from the date of the invoice, unless otherwise agreed in writing. IDEXX reserves the right to change payment terms at any time or revoke and credit as previously extended. The Customer agrees to electronic invoicing by IDEXX.

- 5.2. Unless otherwise agreed in writing, payments will be made through direct debit. The Customer shall authorise IDEXX to debit the amounts due by the Customer from its account. The Customer shall ensure that the balance in the relevant account is sufficient. If the Customer has opted for a payment method other than direct debt, IDEXX is authorised to charge additional administration costs and Customer herewith irrevocably accepts these additional administration costs.
- 5.3. If the Customer has not paid all amounts due, other than amounts disputed in good faith, or the Customer otherwise breaches any term of these GTCs, then without prejudice to any other rights, IDEXX may suspend performance under these GTCs, including warranty service, and declare any outstanding amounts owed by the Customer immediately due and payable.
- 5.4. If the Customer fails to pay any invoice when due, IDEXX may charge the Customer a monthly late payment charges calculated as the maximum permissible interest rate allowed by applicable law on the outstanding balances. In the event of late payment, the Customer shall, in addition to the amount owed and the interest due on such amount, pay any and all banking fees, judicial and extrajudicial collection costs, including lawyer's fees, bailiff's costs and the costs of debt collection agencies as permitted by the applicable law.

Article 6: ONBOARDING: IMPLEMENTATION & DATA MIGRATION

- 6.1. IDEXX will assist the Customer and their employees to understand and complete the Onboarding process and all the required tasks. The Customer is responsible to complete these tasks in the agreed upon time frame. Onboarding is comprised of Implementation sessions and Data Migration. Implementation sessions can be delivered on-site and/or remotely between IDEXX staff and the Customer's staff. Additional resources will be made available, including but not limited to access to online training, email, and phone support. The Customer understands that these processes require compliance on its part. These required expectations include:
 - i. The Customer must ensure that a minimum of 90% of its staff who will use the Software will complete the provided training before their facility can "Go-Live" and gain full access to the Software.
 - ii. On-site and remote Implementation sessions – The Customer must perform all relevant tasks prior to these scheduled meetings. The list of these required tasks will be available to the Customer via a shared online checklist. This checklist must be completed 100% before subsequent Implementation sessions can take place.
 - iii. Data Migration checks – The Customer must perform complete checks of the migrated data, raising all issues within the timeframe agreed between IDEXX and the Customer, ensuring sufficient time is available to make changes and re-check.
 - iv. The Customer will ensure that Implementation sessions proceed as planned on the booked date/time, with the agreed participants.
 - v. All hardware (e.g. computers, iPads, television/monitors, and printers, etc.) must be onsite, setup (i.e. computers and iPads configured, and televisions connected and mounted, etc.) and functional no less than two (2) weeks before the agreed upon "Go-Live" date.
 - vi. The Customer will provide a way to communicate directly with all staff that will be using the Software to give updates, training, reminders, surveys, and other communications so that all employees of the Customer are well informed and prepared.
 - vii. The Customer will be fully responsible for the compliance of its Users with all required processes, training, and tasks of the Onboarding process.
 - viii. Included in the cost of Onboarding, IDEXX staff will assist the Customer with the basic set up and troubleshooting of the Customer's IT infrastructure for compatibility with the Software. Should any circumstance require specialised IT knowledge to overcome barriers or difficulties, the Customer will be responsible for the hourly cost of a 3rd party IT specialist outsourced by IDEXX and/or provide this service with their own IT support. Failure to do so may limit IDEXX's ability to provide all product functionality and will be the sole responsibility of the Customer.
- 6.2. In order to reduce the impact of delayed or cancelled projects, the Customer must give notice of any delays or cancellations as soon as possible. A target Go-Live date for the Onboarding will be agreed during the Launch Call. The final Go-Live date will be confirmed between IDEXX and the Customer and documented in the shared on-line checklist.

- 6.3. In the event that the Customer has agreed a date for an Implementation session, failure by the Customer to complete any of the above requirements will result in the need to reschedule IDEXX resources. If such a cancellation occurs:

- i. A percentage of the Implementation/Go-Live session fee will be charged (and added to the onboarding invoice) based on the number of working days' notice provided by the Customer.

	>20 working days	10-20 working days	5-9 working days	<5 working days
Remote Session	0%	0%	50%	100%
On-Site Session	0%	50%	100%	100%
Go-Live Day	50%	100%	100%	100%
Data Migration	50%	50%	100%	100%

- ii. The Customer will have to reschedule the Implementation session to the next available time and may not be able to utilise the Software until that time. This may impact the ability for us to achieve the final Go-Live date. This will not alter the term of the Agreement.
- iii. The Customer will be responsible for paying the cost of any cancelled travel or accommodation expenses incurred by IDEXX. The Customer will be invoiced for any such. In such cases, IDEXX must provide the Customer with receipts and an invoice documenting these expenses. The invoice for cancelled travel and accommodations must be paid in full prior to the rescheduled Onsite Implementation session.
- iv. Failure of the Customer to complete the required tasks prior to a rescheduled Implementation session will result in the same process described above.
- 6.4. In the event that the Customer decides to cancel the Onboarding any time after the launch call:
- i. As a minimum the following percentage of the full Onboarding fee will be charged, based on the number of weeks' notice provided by the Customer:

	>12 weeks	10-12 weeks	6-9 weeks	<5 weeks
Implementation Fee	25%	50%	75%	100%
Data Migration Fee	25%	50%	75%	100%

- ii. Should the Customer have used a greater percentage of their contracted services than the above percentage, then the Customer will be invoiced for the services used.
- iii. Should the Customer decide to re-start the Onboarding following cancellation of the Onboarding, Parties will have to sign a new Agreement and agree on Onboarding fees and a< Onboarding slot.
- 6.5. Should the Customer decide not to purchase available Onboarding modules, they will assume responsibility for the associated data checking, site configuration and training. We reserve the right to charge for post implementation and data migration fixes following the Go-Live date, should they be requested by the Customer.

Article 7: PROVISION AND SCOPE OF SERVICES

- 7.1. Customer will be responsible for ensuring that Customer meets the hardware and software specifications required for the use of the Services, which will be set out in the Order.
- 7.2. The Customer shall promptly inform IDEXX electronically of any changes in contact name, e-mail addresses and other data important for the performance or invoicing of the Software by IDEXX, and for receiving other notices from IDEXX regarding the Software. The data referred to above can be entered via the Software.
- 7.3. IDEXX reserves the right, at its sole discretion, to modify, enhance, withdraw or suspend the Software or the Services, or any part thereof, at any time as it deems fit e.g., to improve the functionality and correct errors. Due to the nature of the Services, it is not possible to exempt a single Customer from such modification, enhancement withdrawal or suspension. Furthermore, IDEXX is authorised to no longer provide components of the Services with updates and/or maintain them. IDEXX is not required to pay any compensation for any damage caused by the modification of the Software or the Services. IDEXX will advise the Customer of the changes thirty (30) days in advance where the changes will, in IDEXX's sole opinion, significantly alter the Services.
- 7.4. IDEXX may provide such training, technical support or professional, archival or other ancillary services as IDEXX may decide or as agreed with the Customer from time to time. IDEXX reserves the right to change the scope or conditions of the services mentioned in this article at its sole discretion and will notify the Customer of such revision either electronically or by posting such on the applicable IDEXX website. IDEXX

will inform the Customer of the nature of and conditions (including but not limited to any applicable charges) pertaining to such services.

- 7.5. The Services will be made available during such hours as may be notified by IDEXX to the Customer. IDEXX reserves the right to alter or extend the service hours from time to time. The support information for each jurisdiction can be found on the IDEXX website (<https://www.idexx.co.uk/en-gb/veterinary/software-services/>).
- 7.6. IDEXX agrees to render all reasonable assistance to the Customer as the Customer may request from time to time. IDEXX will provide the Customer with support for the use of the Services by telephone and online. IDEXX endeavours to answer questions adequately and within a reasonable time period. IDEXX cannot guarantee the accuracy or the completeness of the answers. Support is limited to functional topics relating to the Services and does not include administrative, accounting, or tax advice.
- 7.7. If, in the opinion of IDEXX there is a threat against the operation of the computer systems or the network of IDEXX or third parties and/or the Services provided through a network, IDEXX will be authorised to take any measures it deems reasonably necessary to avert or prevent such risk.
- 7.8. If the Services are unavailable due to faults, maintenance or other causes, IDEXX endeavours to inform the Customer about the nature and expected duration of the interruption.
- 7.9. IDEXX reserves the right to temporarily decommission the Services or parts thereof for routine maintenance, adjustment or improvement of the Services and webserver of IDEXX. IDEXX endeavours to perform such decommissioning outside of office hours and to notify the Customer of the planned decommissioning in advance. IDEXX is not liable for nor will accept any request to pay any compensation to the Customer due to such decommissioning. In the event of emergency, IDEXX will not be obliged to provide notice to the Customer.
- 7.10. IDEXX endeavours to create a nightly backup. The back-ups are stored in a different data centre to those of the servers. Backups are stored for seven (7) days. Seven (7) backups will be available at any given time.
- 7.11. The links of IDEXX with other service providers should be regarded as an additional service. IDEXX cannot be required by the Customer to maintain the link or to continue to maintain it. In addition, the proper operation of such links cannot be guaranteed, and IDEXX has no liability for any services accessed via such links.

Article 8: USE LIMITATIONS AND SECURITY

- 8.1. IDEXX will provide the Customer with at least one (1) username and password to access and configure the Services.
- 8.2. 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 Customer has multiple locations, it will require additional registered accounts for each facility. If 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.
- 8.3. The Customer will be responsible for: (a) the security of all passwords associated with its accounts; and (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from the Customer's Content, (including any viruses, Trojan horses, malware, worms or other harmful programming routines or codes contained in the Customer's Content), or from the Customer's use of the Software.
- 8.4. The Customer may not allow more users to access the Software than specified in the Order.
- 8.5. Unless the contrary is proven, all activities and communications regarding the Software under the Customer's user account, username (s) or password(s) shall be deemed to have been validly issued and authorised by the Customer.
- 8.6. The Customer shall be solely liable for all costs, fees and expenses arising from any activity and communication occurring under or referable to the Customer's user account, username(s) or password(s).
- 8.7. The Customer must immediately inform IDEXX if the Customer suspects the user account, user name (s) or password(s) have been obtained by unauthorised parties. In such event, IDEXX with the hereby implied explicit permission from the Customer has the right to take any and all effective measures it deems fit to protect the Software and Patient Management Data.
- 8.8. The Software provided is for Customer's internal purposes only, and the Customer agrees not to use it for the benefit of any other person or to permit any other person to use it (including on a time-sharing,

- service bureau or other basis), or for developing or modifying application programs, written materials or other products, or running any applications other than IDEXX's Software.
- 8.9. The Customer will not, and will ensure that the Users will not: (a) reverse engineer, modify, disassemble, decompile, reproduce, publish, adapt, or make derivative works of the Software or any part thereof; (b) license, rent, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, or commercially exploit the Software; (c) make available the Software to any third party except as permitted by these GTCs and the Order; (d) use the Software other than in compliance with applicable laws; (e) violate applicable laws; (f) use the Software to cause damages or injury to anyone (including patients) or any property, or harass anyone; (g) publish any material that is harassing, defamatory, obscene, unlawful or that violates the rights of any third party (including privacy rights and intellectual property rights); (h) use the Software to send unsolicited commercial communications (including bulk emails); (i) introduce in the Software or any IDEXX system used in connection with the Software any virus, Trojan horse, malware, worm or any other harmful programming routine or code; (j) engage in any vulnerability scanning, penetration test of the Software or password cracking; and (k) access or use the Software to build or support products or services directly or indirectly competitive to IDEXX.
- 8.10. The Customer, at its sole discretion, determines which Customer Content is stored and/or exchanged using the Software. This means that the Customer, and not IDEXX, is entirely responsible for all content that the Customer and Users under its password(s) or account designation(s) (whether or not actually or expressly authorised by the Customer), upload, post, e-mail or otherwise transmit via the Software. The Customer herewith confirms IDEXX has no knowledge as to what this information consists of. The Customer is solely responsible for ensuring that such information is lawful and does not infringe any rights of third parties. IDEXX accepts no liability whatsoever for the information/Customer Content stored and/or exchanged using the Software. The Customer at all times fully defends, indemnifies and holds harmless IDEXX against any claims of third parties based on the assertion that the information stored and/or exchanged by the Customer by means of the Software is unlawful. IDEXX reserves the right to delete, move or edit any data that it may determine, at its sole discretion, violates the GTCs or is deemed inappropriate.
- 8.11. In the event of suspected fraud or abuse of the Software, IDEXX is authorised to provide the appropriate data, Customer Content and the Patient Management Data of the Customer to the competent authorities. Customer agrees that it must evaluate, and bear all risks associated with, the use of any Customer Content, including any reliance on the accuracy, completeness, or usefulness of such content. In this regard, Customer acknowledges that it may not rely on any content created by IDEXX or submitted to IDEXX, including without limitation information in the Software.

Article 9: SERVICE FOR INFORMATIONAL PURPOSES

General information relating to various medical conditions and their treatment may be included in portions of the Software. Such information is provided for informational purposes and for your general interest only. It is not intended to be a substitute for advice provided by a qualified professional. You should not use the information contained herein for diagnosing or treating a health problem or disease. Nothing included in the Software should be construed as the giving of advice or the making of a recommendation and the Software should not be relied on, in any manner whatsoever, as the basis for any decision or action.

Article 10: INTELLECTUAL PROPERTY RIGHTS

- 10.1. All intellectual property rights to the Software and the Service are exclusively vested in IDEXX or its licensors. During the period of the Agreement, the Customer only acquires a non-exclusive, non-transferable right of use to the Software and/or the Service subject to the terms of these GTCs.
- 10.2. Customer is prohibited from making any copies of the Software, Services or any other materials provided by IDEXX.
- 10.3. Customer retains all ownership and intellectual property rights in and to the Customer Content. The Customer hereby grants IDEXX the right to (a) host, use, extract, process, display and transmit the Customer Content to provide the Services pursuant to and in accordance with these GTCs and the Order; (b) to use Customer Content for IDEXX's internal business purposes, (c) for such other purposes as the Customer may consent to in writing from time to time.
- 10.4. Notwithstanding any other provision of the Agreement, IDEXX will have the right to compile statistical data and other information related to the performance, operation and use of the Software and Services, and use any data from the Software and 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 Content. IDEXX will own all right, title and interest, including all intellectual property rights in such Services Data.

- 10.5. IDEXX is authorised to take any and all technical measures as it deems fit to protect the Software or the Services. If IDEXX has placed any form of security on the Software and/or Service either by means of technical protection or in any other manner, the Customer may not avoid, override, work around, remove or in any other manner alter the security placed on the Software and/or Service by IDEXX.

Article 11: DATA PROTECTION

IDEXX considers proper processing of Personal Data to be highly important and has adopted the privacy policy which can be found at www.idexx.com.

Article 12: SOFTWARE WARRANTY

- 12.1. IDEXX warrants the Software will perform substantially in accordance with the published features on the IDEXX website for a period of ninety (90) days after access to the Software has been given.
- 12.2. IDEXX does not warrant uninterrupted or error-free operation of its Software. IDEXX does not warrant third-party products, such as non-IDEXX software; all of which is provided on an "as is" basis unless otherwise expressly agreed in writing by IDEXX. IDEXX does not warrant any software patch, update, upgrade, modification or other enhancement provided by IDEXX beyond the original warranty period for the Software.
- 12.3. Any third-party "open source code" or "free software" that is incorporated in IDEXX Software is the copyright of such third-party licensors; on behalf of such licensors IDEXX makes no warranty, and IDEXX excludes all liability, with respect to such software.

Article 13: LIMITATION OF LIABILITY

- 13.1. IDEXX will only be liable for direct damages resulting from the Software and Services insofar such damages are substantiated and have been confirmed by an independent third party. Such independent third party will be appointed on mutual agreement between the Parties. Under no circumstances, however, shall the total compensation for direct damage exceed 15,000 Euros (excluding VAT). The total liability of IDEXX for damage because of death or physical injury or for property damage shall under no circumstances exceed 50,000 Euros per event causing the damage, whereby a series of related event shall constitute one event. IDEXX's liability will in all events be capped to the amount Customer has paid for the Software or Services. Liability for gross negligence and wilful misconduct is limited to and in accordance with applicable law.
- 13.2. IDEXX or its Licensors will not be liable for indirect damage, including but not limited to consequential damage including but not limited to loss of profit, use or opportunity, or special, incidental, consequential, indirect, exemplary, punitive or multiple damages including without limitation distortion, loss of goodwill, contract, or business interruption arising out of the failure to provide the Software or Services or failure or delay in providing such Software and Services, whether based on warranty, agreement, tort or otherwise even in the event IDEXX was advised on the possibility of such damages or losses arising. IDEXX is not liable for failure to perform under the Agreement due to any and all circumstances resulting from Force Majeure as defined in these GTCs.
- 13.3. Customer waives its rights to compensation for any alleged damages otherwise payable to it unless Customer notifies IDEXX in writing of such damages within thirty (30) days after such alleged damages have occurred.
- 13.4. The Customer at all times fully defends, indemnifies and holds harmless IDEXX, its officers, employees and agents against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from (i) a breach by the Customer or its employees, agents or contractors of the terms of the Agreement; (ii) any wilful, unlawful or negligent actor or omission on the part of the Customer or its Users.

Article 14: CONFIDENTIALITY

- 14.1. The Parties maintain in confidence all information which has been qualified as proprietary and non-public materials, data, reports, plans, records, and other information which has been stated by the disclosing Party to be considered confidential information and the receiving Party shall use such confidential information only for the purpose as stated in the Agreement (the "**Confidential Information**"). The Parties shall use reasonable endeavours to protect the other Party's confidential information by using

the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the other Party's confidential information as IDEXX protect its own confidential information.

- 14.2. Should IDEXX be requested to disclose the Confidential Information by means of a subpoena, request of a governmental or European Union agency, or is otherwise required to be disclosed pursuant to any applicable law or regulation, IDEXX will notify the Customer insofar legally permissible. In the event IDEXX is required to respond to any legal process concerning Software or Services for the Customer, the Customer shall reimburse IDEXX for all costs and charges not limited to the cost of personnel involved in the response to such legal process.
- 14.3. The Customer agrees not to use the IDEXX name, publish or reference IDEXX including without limitation the contents of the Agreement, in any manner without prior written consent of IDEXX. Customer will refrain from any communications which might cause reputational harm or damage to IDEXX.
- 14.4. Customer and IDEXX shall not disclose the specific terms and conditions of the Order or any other agreements in place with IDEXX, including pricing and discount terms, or any other information that is of a confidential nature relating to IDEXX, including without limitation any technical or commercial know-how, specifications, inventions, processes, plans, product ranges, services, prices, market opportunities, customers, initiatives, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction.

Article 15: FORCE MAJEURE

IDEXX will not be responsible for failure to perform or fulfil any and all obligations under the Agreement, if such failure is due to any circumstance beyond its reasonable control i.e., force majeure. Force majeure will include but is not limited to faults or defects in telecommunications infrastructure including the world wide web (internet), computer viruses, civil unrest, mobilisation, war, traffic jams, strikes, lockouts, business interruptions, stagnation in supply, fire, flood, import and export restrictions without any obligation to pay compensation.

Article 16: GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. Any Disputes (whether in contract, tort or otherwise) arising out of these GTCs or the Agreement will be exclusively governed by and construed in accordance with the laws of The Netherlands, excluding conflict of law rules and choice of law principles which would deem otherwise. IDEXX and the Customer explicitly exclude the application of the United Nations Convention on Contracts for International Sale and Goods.
- 16.2. The Parties irrevocably and unconditionally agree that any dispute arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, will be finally settled in a competent court in Amsterdam, The Netherlands.

Article 17: GENERAL

- 17.1. The Customer will not assign the Agreement or any part thereof without the prior written consent of IDEXX.
- 17.2. The validity of the provisions of these GTCs shall not be affected if any particular provision or provisions of these GTCs is or are declared illegal, unenforceable, or contrary to law or public policy. If as a result of any declaration any of the rights or obligations of a Party are materially affected, the Parties shall meet and negotiate in good faith in order to arrive at an amendment of the provision(s) of these GTCs so affected, in such manner as will most closely and accurately reflect the intents and purposes of these GTCs.
- 17.3. Nothing in the Agreement will constitute or be deemed to constitute a partnership between IDEXX and the Customer, nor constitute the appointment of IDEXX as an agent of the Customer.
- 17.4. IDEXX may change these GTCs from time to time at its sole discretion. Changes will take effect thirty (30) days from the date IDEXX provides electronic notification of such changes to Customer. The updated GTCs will also be posted on the IDEXX website. Customer's use of the Software or the Services at any time after the thirty (30) days have passed from the date of the electronic notification to the Customer confirms Customer's explicit acceptance of and agreement to the changed GTCs. The new GTCs will constitute the new binding Agreement between Parties.