

## Global Agreement on Services for IDEXX Tecta Instruments

This Global Agreement on Services for IDEXX Tecta Instruments (“**Agreement**”) incorporates the One IDEXX Mater Terms, available at <https://www.idexx.com/en/about-idexx/terms-of-sale/> (“**General Terms**”) and governs service plans offered by IDEXX Laboratories, Inc. and its affiliates (collectively, “**IDEXX**”, “**we**”, “**us**” or “**our**”) for IDEXX Tecta B4 instrument and IDEXX Tecta B16 instrument worldwide. By executing an order form, placing an order, or accepting the services identified below, you agree to be bound by the General Terms and this Agreement.

**Covered Products; Modifications:** This Agreement covers the IDEXX Tecta instrument identified by the serial number(s) on your order form and/or invoice. We may modify this Agreement upon thirty (30) days’ prior notice to you. Continued use of services after the notice period constitutes acceptance of the modifications.

**Definitions:** For the purposes of this Agreement, the following terms shall have the meanings set forth below:

“**Added Instrument**” means any additional Tecta Instruments added to an existing Tecta Preventative Maintenance Plan pursuant to Section A.3.

“**Business Day**” means Monday through Friday, excluding local public holidays in your region and IDEXX-observed holidays.

“**Good Working Order**” means the Tecta Instrument operates in accordance with its published specifications and does not require repair or replacement of major components.

“**Normal Business Hours**” means IDEXX’s standard business hours in your region.

“**Renewal Term**” means any renewal period of a service plan following the initial term, as described in Section B.4.

“**Site**” means the physical location where the cover Tecta Instrument is installed and operated.

“**Tecta Instrument**” means the IDEXX Tecta B16 instrument or IDEXX Tecta B4 instrument, and “**Tecta Instruments**” means both the IDEXX B16 and IDEXX Tecta B4 instruments.

“**Visit**” means an on-site service visit as described in this Agreement.

“**you**” or “**your**” means the customer purchasing the service plan under this Agreement.

### A. Service Plans

Described below are the various service plans that you may purchase under this Agreement. Not all service plans may be available in your region. Please refer to your order form or invoice for the service plan(s) that you have elected.

#### 1. Tecta Start-up Service:

- **Description:** If you purchase this service, a trained professional will travel to your location for up to two (2) Business Days to install the Tecta Instrument(s) you purchased from us and provide new-user training. This service plan will include: (a) installing (if applicable) and commissioning the Tecta Instrument, (b) installing any required software updates, (c) performing initial quality testing, and (d) training people who will use the Tecta Instrument. Other services may be performed as we deem appropriate. This is not intended to be a preventative maintenance or repair Visit.
- **Schedule and Duration:** This service event is limited to two (2) consecutive Business Days of on-site service. Scheduling will be arranged by your designated account manager. An additional fee at our then-current rates would apply for any extra days.
- **Term:** This service must be used within twelve (12) months of the purchase date of the covered Tecta

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Instrument under this Agreement.

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

- Description: For each Tecta Instrument, if you purchase this service, you will receive one (1)-year basic service as described herein, beginning upon the expiration date of the manufacturer's standard warranty period (twelve (12) months from the Tecta Instrument purchase date).
- Services Included: Under this service, we will pay for the cost of replacement parts and provide remote (virtual) support to you while you repair the instrument. We will pay for the shipping charges of these replacement parts and ship them to you in an expedient manner, using reasonable efforts to ensure you have timely access to the replacement parts.
- Exclusions: This service plan does not include a Visit from a trained professional or access to a loaner instrument(s).
- Eligibility period: This service plan is available for purchase any time during the twelve (12)-month period following the purchase of the Tecta Instrument. IDEXX may, in its sole discretion, elect to offer this service option to you after the expiration of the manufacturer's warranty, but is not obligated to do so. In this circumstance, the coverage period would begin on the date of your payment for the service.

## 3. Tecta Preventative Maintenance Plan (1-Year term)

- Description: For each Tecta Instrument, if you purchase this service, you will receive the one (1)-year basic service plan (as specified in Section A.2 above) for such instrument, as well as access to a loaner instrument if the original Tecta Instrument needs to be sent to IDEXX for repair, and one (1) optional service Visit (two (2) day maximum).
- Loaner Instrument:
  - Provision of Loaner: For any Tecta Instrument failure that cannot be diagnosed and/or repaired remotely, we will supply a loaner instrument to be used while the original Tecta Instrument is returned to us for repair. You will be responsible for shipping the original Tecta Instrument to an address to be provided by us after you receive the loaner. We will pay all shipping costs and make reasonable efforts to deliver the loaner instrument in an expedient manner.
  - Timing: A loaner instrument will not be supplied until it is determined by us that the original Tecta Instrument cannot be diagnosed and/or repaired remotely. This may include IDEXX sending replacement parts to you so you can attempt a remote-guided repair. We will make reasonable efforts to reach this conclusion as quickly as possible, but this may mean that you have a period of time without a loaner instrument while the situation is assessed. IDEXX may, in its sole discretion, elect to send a loaner instrument before a remote repair is attempted, but is not obligated to do so.
- Instrument Exchange:
  - Single Swap: If your original Tecta Instrument can be repaired, IDEXX will offer to return that original Tecta Instrument to you after the repair is completed. After receiving the original Tecta Instrument, you would be required to return the loaner instrument to IDEXX.
  - Double Swap: If the original Tecta Instrument cannot be repaired, you will be offered a new Tecta Instrument (or you will be offered to keep the loaner, if the loaner was a new instrument when you received it). All shipping costs will be paid by IDEXX.
- On-site service Visit:
  - Services Typically Included: This Visit will typically include cleaning, preventative maintenance, system validation and quality control, installation of software updates, and user training. Other services may be performed as we deem appropriate.
  - Scheduling and Duration: The Visit is limited to two (2) consecutive Business Days of on-site service. Scheduling will be arranged by your designated account manager. An additional fee at our then-current rates would apply for any extra days.
  - Purpose and Timing: The Visit should be scheduled with reasonable advance notice. This

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Visit is intended to be for routine preventative maintenance and training for already-installed instruments, and is not intended to be for emergency repair or instrument installation. If circumstances allow, IDEXX may, in its sole discretion, elect to perform this Visit as an emergency visit, but is not obligated to do so. If you have already used your Visit under this Agreement and require a subsequent emergency repair, an additional charge at our then-current rates would apply.

- **Optional Nature:** This is an optional visit at your discretion. This means that you are ultimately responsible for notifying IDEXX of the request to have the Visit. If IDEXX does not perform the Visit during the one (1)-year term of the Tecta Preventative Maintenance Plan, you will not be entitled to a full or partial refund. IDEXX will make reasonable accommodations for Visits that are scheduled but later canceled due to events beyond your control, such as illness, extreme weather or other force majeure events.
- **Term, eligibility period, and effective date:**
  - This is a one (1)-year-term service, which shall be purchased any time during the twelve (12)-month period following the purchase of the covered Tecta Instrument.
  - All services covered by this service plan shall be effective on the date of the purchase of the service. As such, the basic service plan included in this service option will not be delayed beginning upon the expiration of the manufacturer's standard warranty period (which will be twelve (12) months starting from your purchase of the covered instrument).
- **Late Purchase Option:** Notwithstanding the preceding, IDEXX may, in its sole discretion, agree to provide you with this Product Preventative Maintenance Plan even after the twelve (12)-month period following the purchase of covered Tecta Instrument. In this case:
  - The coverage period will begin on the date of your payment for the service plan
  - You agree that such product shall be verified by IDEXX to be in Good Working Order through an on-site inspection visit
  - The inspection visit will be scheduled within thirty (30) days of payment or at a mutually agreed time
  - If IDEXX, in its sole discretion, determines that the product is not in Good Working Order or is in need of major repair, IDEXX shall have the right to cancel the service plan, for which you will be refunded the fee that you have paid for the service plan less the cost of the on-site inspection visit (calculated at IDEXX's then-current standard rates for on-site visits)
- **Tecta Preventative Maintenance Plan with a 2-year Term.** You may choose to purchase the Tecta Preventative Maintenance Plan for a two (2)-year term. In that case, all the terms specified above will apply except that the term for the service will be two (2) years effective as of the date of your purchase of the service and two (2) Visits at your option will be provided.
- **Add Tecta Instrument(s) to current Tecta Preventative Maintenance Plan:**
  - **Eligibility:** If you have an existing Tecta Preventative Maintenance Plan purchased under this Agreement, you may choose to add an Added Instrument to such Preventative Maintenance Plan, provided that:
    - Such Added Instrument is located at the same Site where the Tecta Instrument(s) already covered under the current Tecta Preventative Maintenance Plan is located
    - An additional fee (as specified in the order form or invoice) is paid on a per-instrument basis
    - The Added Instrument is added within twelve (12) months of the purchase date of such Tecta Instrument(s).
- **Coverage Terms:** The current Tecta Preventative Maintenance Plan (including the starting and end date of the plan) will apply to the Added Instrument, except that there will be no separate and additional Visit for the Added Instrument. If you choose to add a Tecta Instrument after the Visit has already occurred under the current Tecta Preventative Maintenance Plan, you will not be entitled to an additional Visit for the Added Instrument. However, in such case, IDEXX may, in its sole discretion, elect to adjust the service price for the Added Instrument (but is not obligated to do so).

#### 4. On-site Service Visit (Stand-Alone):

- Description: This is a stand-alone service in addition to what you may have under any other service plan(s). With this stand-alone on-site service visit plan, you will receive one Visit of up to two (2) days to service or repair the Tecta Instrument. The cost of replacement parts is not included and will be invoiced to you separately. This service does not cover any services beyond the single two (2)-day visit.
- Scheduling and Duration: This service event is limited to two (2) consecutive Business Days of on-site service. Scheduling will be arranged by your designated account manager. We will make reasonable efforts to perform this service in a timely manner, understanding that delays may cause disruption to your operations. An additional fee at our then-current rates would apply for any extra days beyond the second day.

### B. General Terms (For All Service Plans)

#### 1. Hours of Service; Service Returns:

- Service Hours and Scheduling: We will provide service in accordance with our normal procedures and during our Normal Business Hours. All on-site services under this Agreement will be performed on Business Days. Scheduling for all Services will be arranged by your designated account manager.
- Initial Contact: In case of malfunction, you must first contact IDEXX Customer Support by telephone at our telephone number provided in your product documentation. Our telephone support is available during our Normal Business Hours. Our support personnel will guide you to attempt to correct reported problems yourself. If telephone support is not successful, we will give you further instructions.
- On-Site Service: Unless specifically indicated in this Agreement, we have no obligation to provide on-site service.
- Instrument Returns: If it is necessary to return the Tecta Instrument, you must do so to our designated facility for examination. If we authorize a return, we will pay shipping costs to and from our repair facility except in cases of improper use or mistreatment, or other exclusions as provided below in Section B.2 "Your Obligations, Exclusions for Improper Use, etc." All exchanged parts and products become our property. Delayed returns are subject to daily rental charges at our then-current rate.

#### 2. Your Obligations; Exclusions for Improper Use, etc.:

- Your Obligations: You must:
  - Take reasonable care of the Tecta Instrument
  - Maintain it in a clean and appropriate environment in accordance with product specifications
  - Carry out the routine maintenance recommended by us in the applicable user guide, instructions or other documentation or otherwise communicated to you from time to time
  - Provide reasonable supporting data to help identify reported problems
  - Use the Tecta Instrument strictly in accordance with our product instructions.
- Unauthorized Use: We cannot assure you of the performance of the Tecta Instruments if you use them other than in strict accordance with our product instructions or if you use them on or in conjunction with products or services not provided and configured by us. FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON OUR PRODUCTS VOIDS THIS AGREEMENT AND OUR OBLIGATIONS TO YOU.
- Pre-Coverage Inspection: If your Tecta Instrument is not under warranty and is not currently covered by our service agreement, we may at our option inspect your Tecta Instrument before we agree to provide coverage. We may charge you our then-standard rates for such inspection, and if repairs are required, we may either:
  - Charge you for such repairs and replacement parts at our then-standard rates
  - Exclude repairs to parts that have exceeded their reasonable life from service coverage, or
  - Vary your service fee accordingly.

If for any period you are not covered by our service agreement and wish to start or resume such coverage, resumption will be at our discretion, and we may charge you the service fee for any

period you were not covered.

- **Coverage Exclusions:** Our service plan coverage does not cover damage resulting from any causes external to our Tecta Instruments (which if repairable will be repaired at your expense), including but not limited to:
  - Negligence or improper use or handling
  - Casualty or force majeure events
  - External electrical fault or power supply issues
  - Failure to follow packing or shipping instructions
  - Use of unauthorized products in conjunction with the Tecta Instrument(s)
  - Repairs or modifications made by anyone other than us or our authorized service providers.We will repair normal wear-and-tear damage only to the extent required for proper functioning of the Tecta Instrument(s); cosmetic damage to the Tecta Instrument(s) is not covered.
- **Non-Covered Issues:** If we determine that the reported problem is not covered by this Agreement, you must reimburse us for the costs of equipment shipping, and we will attempt to repair / replace the Tecta Instrument at your cost (at our then-standard rates for such work), or return it as you instruct and at your cost; in such case you will also return any loaner or replacement instrument to us at your cost.

### 3. Service Fee and Payment Terms

- **All-inclusive Fee:** The fee you pay for the service plan in this Agreement is an all-inclusive price. Travel costs for the IDEXX team member are included in such fee and thus will not be invoiced separately. Cost of the service will not be itemized by component (e.g., installation vs. training cost).
- **Payment Terms:** Payment for service plans is due in accordance with the payment terms specified in your order form or invoice, if no payment terms are specified then the payment terms under the General Terms shall apply. All fees are payable in the currency specified on your order form or invoice.
- **Late Payment:** If payment is not received within thirty (30) days of the due date, IDEXX may suspend services under this Agreement until payment is received. If payment is not received within sixty (60) days, IDEXX may terminate the service plan in accordance with Section B.5.

4. **Renewal; Renewal Fees:** For Tecta Basic Service and Preventative Maintenance Plans, you may renew the service plan by notifying us prior to the expiration of your current service plan ("Renewal Term"). The service fee for any Renewal Term will be IDEXX's then-current fee. IDEXX may invoice you for Renewal Term(s) before the current Term expires.

If IDEXX does not receive payment of the service fee in accordance with IDEXX's invoices to you, or before the beginning of the initial term or any Renewal Term, then IDEXX reserves the right to terminate the service plan(s) immediately, including any IDEXX warranty or support obligations to you.

If for any period of time you are not covered by our service plan and wish to start or resume such coverage, we may charge you the service fee for any period you were not covered.

5. **Termination:** The service plan may be terminated by either party upon sixty (60) days' written notice to the other.

### Refund Terms:

- If terminated by you without cause or by us due to your breach of the Agreement, you shall not be entitled to any refund of any fee paid by you
- If the service plan is terminated by us without cause, IDEXX shall refund to you a pro rata portion of any fee paid with respect to the initial service period or current renewal, as the case may be.

We reserve the right to refuse to provide service to you if you are in breach of this Agreement or if your account with any IDEXX company for any product or service is delinquent.

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- 6. Regional Applicability.** This Agreement is designated for global use across North America, Europe, Middle East and Africa, and Asia-Pacific regions. Where local laws, regulations or business practices require variations to these terms, such local requirements shall apply to the maximum extent necessary to ensure compliance and enforceability in the relevant jurisdiction.
- 7. Data Protection and Privacy.** For customers in regions subject to data protection regulations (including but not limited to the General Data Protection Regulation (GDPR) in EMEA and similar laws in other jurisdictions), services under this Agreement are provided in accordance with applicable data protection laws. Information regarding Supplier's data processing activities, including the types of personal data collected, purposes of processing, and your rights as a data subject, is available in IDEXX's Privacy Policy at <https://www.idexx.com/en/about-idexx/privacy-policy/>.