



## rVetLink Terms and Conditions of Sale – Australia / New Zealand

These Terms and Conditions ("**Terms**") govern the use and delivery of the rVetLink Services (as defined below) made available by the IDEXX entity ("**IDEXX**", or "**we**") that invoices you ("**Customer**" or "**you**") pursuant to any IDEXX order form or subscription (an "**Order**"), or as part of any free trial, each such Order incorporating these Terms and the IDEXX General Terms and Conditions of Sale for Australia and New Zealand (the "**Master Terms**"), and together with the Terms and Master Terms creating one integrated agreement (the "**Agreement**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on the Effective Date (Date of signed Sales Order) , IDEXX will develop the services described in the attached Exhibit A (the "**Services**") for Customer in accordance with the terms and conditions of these Terms and the Order. Additional services are available for development (cost to be agreed upon in writing prior to commencement of such services).
2. **SUBSCRIPTION.** IDEXX will provide Services through subscription(s). The Customer agrees to pay the subscription fee as outlined in the Order. The subscription start date is listed on the Order.

**ONBOARDING AND SETUP FEE.** IDEXX will provide the Customer with various resources to setup and prepare to "Go Live" and begin using the Services (the "**Onboarding**"). A Setup Fee will be invoiced for this Onboarding service in accordance with the Order.

3. **SERVICE PERIOD AND TERMINATION.**

3.1 Service Period. The "Service Period" means the service period defined in the Order unless the Order or this Agreement is terminated earlier in accordance with these Terms and the Order.

3.2 Term. This Contract will remain in effect for a period of one (1) year, and shall automatically be renewed for successive additional periods of one (1)

year, unless either party gives thirty (30) days written notice of non-renewal, or the Agreement is otherwise terminated as set forth herein.

3.3 Termination For Cause. This Agreement may be terminated before the expiration of the Service Period on written notice: (i) by IDEXX, if Customer fails to pay any reasonably undisputed amount when due hereunder or in the Order and such failure continues for 10 days after Customer's receipt of written notice of nonpayment; or (ii) by either party, if the other party breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 30 days after the breaching party's receipt of written notice of such breach; or (iii) immediately by either party, if the other party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

3.4 Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this Agreement, either party shall have the right, on written notice to other party, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law; or (c) if performance of any term of this Agreement by either party would cause it to be in violation of law.

3.5 Effects of Termination. Upon any termination of this Agreement, all payments due from Customer shall be paid, and IDEXX shall disable and remove any computer software and hardware related to the services. Certain obligations of the parties, including confidentiality, ownership of work product and proprietary information, warranties, indemnification, insurance and dispute resolution shall survive the termination of this Agreement.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product"), exclusive of Customer Data (as defined in section 6 hereunder), developed in whole or in part by IDEXX in connection with the services will be the exclusive property of IDEXX. Upon request, Customer will execute all documents necessary to confirm or perfect the exclusive ownership of IDEXX to the WorkProduct.
5. CONFIDENTIALITY. "Confidential Information" means any proprietary or confidential information which may be disclosed under this Agreement, including without limitation the terms of this Agreement. No Confidential Information disclosed by either party to the other in connection with this Agreement shall be disclosed to any person or entity other than the receiving party's employees and contractors directly involved with the receiving party's use of such information who are bound by written agreements to protect the confidentiality of such information. A receiving party may use Confidential Information only for the purposes contemplated by this Agreement, and the receiving party must otherwise protect such

information from disclosure to others with the same degree of care it accords to its own confidential information, but not less than a reasonable degree of care. Information is not subject to this provision if it (i) is or becomes a matter of public knowledge without the fault of the receiving party, (ii) was known to the receiving party before the disclosure to it by the other party, as evidenced by written records of the receiving party, or (iii) was received by the receiving party from a third person under circumstances permitting its unrestricted disclosure by the receiving party. If information is required by law or court order to be disclosed, each party shall give the other prior written notice of such required disclosure and reasonable opportunity to contest disclosure. Upon termination of this Agreement, each party must promptly deliver to the other all tangible manifestations of Confidential Information of the other party in the possession or control of such party, and all copies thereof, provided that each party is permitted (i) at its option to destroy its any internal notes or other documents prepared by it and certify to the other party in writing that it has done so and (ii) to retain one copy of such information with its legal counsel solely for the purpose of documenting its compliance with its obligations under this Agreement.

6. DATA OWNERSHIP. Customer Data which shall also be known and treated by Customer as Confidential Information) shall include: (a) Customer's data collected, used, processed, stored, or generated as the result of the use of the services; and, (b) personally identifiable information collected, used, processed, stored, or generated as the result of the use of the services, including, without limitation, any information that identifies an individual patient's or patient owners, such as an individual's address, telephone number, biometric data, mother's maiden name, email address, or an individual's name in combination with any other of the elements listed herein. Customer Data is and shall remain the sole and exclusive property of Customer and all right, title, and interest in the same is reserved by Customer. This Section shall survive the termination of this Agreement.
7. DATA USAGE AND PROTECTION. Customer grants to IDEXX a limited license to Customer Data to provide the services, which includes (but is not limited to) a license to collect, process, store, generate, and display Customer Data only to the extent necessary in the providing of the services. IDEXX shall: (a) keep and maintain Customer Data in confidence, using such degree of care as is appropriate and consistent with its obligation in this Agreement; (b) use and disclose Customer Data solely and exclusively for the purpose of providing the services, such use and disclosure being in accordance with this and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Customer Data for IDEXX's own purposes or for the benefit of anyone other than Customer without Customer's prior written consent. Where the Customer Data includes personal data as defined in the applicable laws, 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](http://www.idexx.com) (the "**Privacy Policy**"). We do not share your personal data with third parties except in an aggregated and/or anonymized format, and except as provided in our Privacy Policy, or otherwise with your express consent. This Section shall survive the termination of this Agreement.
8. WARRANTY.

IDEXX represents and warrants that:

- a) IDEXX's agreement to perform the Services pursuant to this Agreement does not violate any agreement or obligation between IDEXX and a third party;

b) IDEXX has the necessary permits and licenses to perform the Services contemplated by this Agreement; and

c) The Services provided by IDEXX shall be performed in a good and professional manner by its trained and qualified personnel.

9. INDEMNIFICATION. IDEXX shall indemnify and hold harmless Customer, and its officers and employees, (the "Indemnitees") from third party claims, and pay all resulting liability, loss, damage and expense (including, but not limited to, reasonable attorney's fees and costs) arising out of IDEXX's breach of the Agreement, or the negligent acts or omissions or willful misconduct of IDEXX, its employees, agents and representatives in providing the services. IDEXX shall not be obligated to indemnify Customer if, and to the extent any such liability, loss damage or expense, is the result of or arises out of the negligent acts or omissions or willful misconduct of any of the Indemnitees.
10. LIABILITY. NEITHER PARTY IS LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY THE OTHER PARTY OR COULD HAVE BEEN REASONABLY FORESEEN BY THE OTHER PARTY. EXCEPT FOR LIABILITY FOR INDEMNIFICATION FOR THIRD-PARTY CLAIMS, NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR ANY LOSSES IN EXCESS OF FEES PAID OR PAYABLE TO IDEXX WITHIN THE PREVIOUS TWELVE MONTHS TO THE EXTENT PERMITTED BY LAW.
11. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitations, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders of acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
12. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
13. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. ASSIGNMENT. Neither party shall assign its rights, obligations and interests in this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. Consent is not required for an assignment of this Agreement in connection with a sale or other disposition of substantially all the assets of the assigning party's business.
  
15. GENERAL. If there are conflicts between the provisions of these Terms, the Master Terms and any Order, the following order of precedence shall apply: (i) these Terms, (ii) Any Order, and (iii) the Master Terms. This Agreement may be modified only by an amendment provided to you by IDEXX, or upon the mutual written consent of both parties. When we make modifications, we will notify you in advance, and your further use of the Services will indicate your acceptance of the modifications.

## **Exhibit A - rVetLink Service Description**

### **rDVM Portal:**

- Integrated PIMS data integration, ability to configure settings and preferences within rVetLink Console (E.g. Reports, Prescriptions, Medications, Diagnosis, Dietary, Lab Results, etc.)
- Customer will be setup to synchronize records every 2-4 hours depending on preference.
- Web portal will allow for creating, reading, updating, and deleting of referring clinics' User ID(s) and Password(s).
- rDVM practices will only have access to view their patient's/client's records.
- Web portal will include a search feature for pets by First Name, Last Name, Last Updated Date and other timeframes.
- The medical records of treated animals shall include links to digital images provided by third party imaging companies.
- The medical records of treated animals shall include links to PDF documents created within the practice management software.
- rDVMs will have a web interface, which will allow updates to their profile, including check-in, update, and discharge notification preferences.

### **rDVM Notifications:**

- Check-in notice to rDVMs can be sent at sync-time (via email and/or fax), body of email/fax customized by referral hospital.
- Medical updates to rDVMs can be sent at sync-time (via email and/or fax), body of email/fax customized by referral hospital.
- Discharge notice to rDVMs can be sent at sync-time (via email and/or fax), body of email/fax customized by referral hospital.
- Deceased patient notice to rDVMs can be sent at sync-time (via email and/or fax), body of email/fax customized by referral hospital.

### **Support & Service Level Details:**

- IDEXX offers email support between the hours of 8:00 AM – 5:00 PM CDT Monday through Friday at no cost. Email: [rvetlink@idexx.com](mailto:rvetlink@idexx.com)
- Support emails are also monitored after hours.
- IDEXX makes every effort to answer support phone calls and emails in a timely manner and guarantees a response time of twenty-four hours during regular business hours, set forth above.
- Technical support issues and platform defects are taken very seriously. IDEXX will provide a time estimate as to how quickly defects will be resolved and will immediately and continually work on a solution until resolved, with a goal of achieving resolution within 24 hours.
- rVetLink users are welcome to submit enhancement suggestions by emailing ideas to [rvetlink@idexx.com](mailto:rvetlink@idexx.com). All ideas will be reviewed and considered. If a product enhancement is approved, it will be added to the development schedule at the sole discretion of IDEXX Laboratories, Inc.

