

DVMAX® Practice

SUPPORT SERVICES AGREEMENT



We thank you for your interest in the DVMAX support program options. This document will guide you through the sign-up process for specific situations.

Please Note:

In order to use this form to renew support, you must be on version 7.0 of DVMAX and above. If you are using an earlier version of DVMAX (e.g. DVMAX v6.6 or below), you will need to work with our upgrade staff to plan an upgrade before you can receive support. Please contact them directly at 800-877-9221, option 3, or by email at DVMAXUpgrades@idexx.com.

Use this page as a guide for completing this support agreement and restoring your DVMAX support coverage in these specific situations:

Steps

1. Please **review and complete the attached support agreement, selecting the support level** you want to have, and **listing the month and year for the agreement to start** (i.e. the current month.) Complete the practice information on page 8 and,

2. Then you must send your completed contract by fax to the technical support fax line: 646-753-8118. Do not send it to any other fax number, as the technical support staff will not be able to receive it, and will be unable to offer support for you immediately.
3. Once the fax has been sent, technical support should be able to assist you within 5 minutes (they'll confirm receipt of the fax when you call.) Please call them directly at 800-950-5455 after waiting that time.
4. Do not send or include your payment information with this form. All invoicing will be completed by IDEXX and will appear on regular IDEXX invoices.

We hope these instructions are helpful, and we look forward to serving and supporting your practice. Thank you again for choosing DVMAX.

Sincerely,
DVMAX Management

This agreement describes support services for your DVMAX® Practice Management System provided by IDEXX Distribution, Inc., a subsidiary of IDEXX Laboratories, Inc. doing business as IDEXX Computer Systems (“IDEXX” or “we”) or others. “DVMAX software” means and includes DVMAX® practice management software and related computer software and documentation. “Software updates” means and includes any patch, update, upgrade, enhancement, improvements, new release or other modification of DVMAX software that we provide to our software licensees. IDEXX offers the levels of support described on the Explanation of Support Service Agreement Levels attached hereto.

1. Service Standards

We will use reasonable commercial efforts to provide support services at the level you have selected. We do not guarantee uninterrupted or error-free operation of the software. We support only the two most current release versions of DVMAX software, as denoted by the first two numbers of a release version (e.g. v7.0 and v.7.5). We may cease supporting any software product, even a current release level, at the end of your support period upon 30 days’ prior notice to you. You may be required to upgrade to the current version of DVMAX software, and any ancillary software that is required, as part of a problem solution.

Support is provided by telephone at 800-950-5455 (you will need to provide your DVMAX ID number when calling our service line). For non-urgent support questions you can go to your user site through the web at <http://users.dvmax.com>. (You will need your DVMAX ID number and your administrative password). We do not provide on-site support.

Your practice must have in place the hardware meeting the minimum requirements designated by IDEXX to run the most up-to-date version of DVMAX. When we issue a software update, if your existing hardware does not meet minimum requirements to support that update, you will be responsible for updating your hardware if you wish to use that update. Any software updates that include new products, features, modules or enhancements may require an additional license fee.

2. Term; Fees; Automatic Renewal

To receive support, you must be current (paid in full) on all support fees for the level you have selected. The initial service period and level for support shall be as stated in your invoice and shall automatically renew thereafter unless you give us 30 days prior written notice of your intention to discontinue or change your level of service.

By paying the support fee, you confirm your continuing agreement to the terms of this agreement. This agreement becomes effective on our receipt of the support fee or your accepting support from us before our receipt of the fee. If we allow you to pay in installments it is as an accommodation to you, and you agree to pay the entire fee.

We may increase our fees or modify our support program from time to time. The fee for any extension of the support period will be as indicated in our invoice to you. We may invoice you before the current support period expires. If you wish to continue receiving support, you must pay the fee before the beginning of any extension.

If for any period of time you are not covered by our support and wish to start or resume such coverage, we may charge you the support fee for any period you were not covered. If the practice has more than one practice site, a support fee must be paid for each practice site, unless IDEXX agrees otherwise in writing. IDEXX reserves the right to suspend support services to all practice sites if this clause is not adhered to.

Either of us may terminate support on 30 days written notice to the other. If we terminate, other than due to your breach, we will refund to you a pro rata portion of the fee. If you terminate, other than due to a breach by us, you will not be entitled to any refund. If at any time you have not paid all amounts due, other than amounts disputed in good faith, then without prejudice to any other rights we may suspend our support.

3. Back-up Data

You are responsible for backing-up or otherwise preserving all of your critical files and data. We are not responsible for preserving any data on any equipment repaired at your site or returned to us or directly to the manufacturer/service provider. We will provide installation and update software for download or, if required, on readable media so that you can re-install your DVMAX software in the event of a catastrophic loss of the software. We may charge a fee for providing and shipping readable media. If we perform the restoration at our facility, we will charge you for this service at our standard rates. We are not responsible for the return of any ribbons, tapes, CDs or other supplies or media contained in any equipment provided to us or to our service provider for service.

4. Third-Party Hardware

Because of the variety of non-software related equipment

factors that can adversely affect software performance, we cannot guaranty the performance of DVMAX software unless it is used only with a hardware/network system that meets our minimum specifications. If you use DVMAX software on a hardware/network system that does not meet our minimum specifications, our software is provided to you on an "AS IS" basis, and you release us from any and all obligations of this agreement or otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the use or performance of our DVMAX software.

5. Third-Party Software Exclusion

With respect to third-party (non-IDEXX) software provided by us, we are acting only as a distributor of these products, which are manufactured or supplied by others. Accordingly, these products are provided on an "AS IS" basis, and you release us from any and all obligations of this agreement or otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the use or performance of these products. Third party product manufacturers or suppliers may provide their own warranties or support. Licenses under the LGPL, Berkeley Software Distribution (BSD) and other "open source" libraries or utilities generally disclaim any and all warranties, as specified in the licenses to those programs that accompany the software products.

6. Hardware and Expendable Parts Exclusions

With respect to hardware/network system components, we are acting only as a distributor of these products, which are manufactured or supplied by others. Accordingly, these products are provided on an "AS IS" basis, and you release us from any and all obligations of this agreement or otherwise and agree to hold us harmless from any and all claims or actions relating to or arising out of the use or performance of these products.

We do not guaranty or provide support on expendable or consumable parts, such as fuses, batteries, bulbs, cables, adapters, print heads, keyboards, mice, ribbons, tapes, CDs or other supplies or media.

7. Exclusions for Improper Use, Etc

We are not responsible for the performance of IDEXX products if you use products or services not provided by us. FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON YOUR SOFTWARE OR EQUIPMENT VOIDS OUR OBLIGATIONS TO YOU.

Our support does not cover problems resulting from any causes external to our products, such as negligence or improper use or handling; casualty; external electrical fault;

failure to follow packing or shipping instructions; use of unauthorized products in conjunction with our products; computer viruses, spyware, malware, worms or other harmful programs; or 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 equipment; cosmetic damage is not covered. We further do not have any obligations with respect to modifications made by you to versions of libraries subject to the LGPL or any other third party program.

If we determine that a reported problem is not covered by our support, at the level you have selected or otherwise, then you must pay or reimburse us for our labor to identify the problem, and any related shipping. If you wish us to repair the problem, we will attempt to do so, at your expense, or if you have shipped us the product we will return it to you at your expense.

8. Your Obligations

You must take reasonable care of the products, maintain them in a clean and appropriate environment and carry out the routine maintenance recommended by us in the applicable user guide or otherwise communicated to you from time to time. You must install software updates that are periodically sent to you in a timely manner.

Your personnel who contact us about product support must be knowledgeable about and trained on the products. You must provide reasonable supporting data to aid in the identification, reproduction and analysis of reported problems. You must maintain any restoration CD's and make them available as needed. You must treat all periodic software patches, updates, upgrades, modifications or other enhancements delivered under this agreement as licensed software in accordance with the terms of the applicable software license agreement between us (or, as applicable, between you and a third party software provider) under which you obtained rights to the software, and you must maintain such software license agreements in full force and effect.

9. Limitation of Liability

Although we will try to provide support services promptly, we are not liable for failure to do so, or otherwise to provide services, due to circumstances beyond our reasonable control. UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, GOODWILL, DATA OR USE DAMAGES ARISING OUT OF THE MANUFACTURE, SALE, SUPPLY OR USE OF THE PRODUCTS OR OUR SUPPORT OR DATA

CONVERSION SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH PRODUCTS OR SUPPORT SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

DURING ANY SUPPORT PERIOD, OUR EXCLUSIVE LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, AND YOUR SOLE REMEDY, IS A REFUND OF THE SUPPORT FEE PAID BY YOU FOR THE MOST RECENT THREE (3) MONTHS OF THE SUPPORT PERIOD.

10. No Modifications

This agreement supersedes all prior oral agreements or statements. Except as provided under Section 2, neither party can modify this agreement except in a written document signed by authorized representatives of both parties.

11. No Assignment

You may not assign your rights under this agreement to any other person, even if you sell your hardware/network system or your business to another. If you attempt to assign this agreement it will be void, and we will not have any obligations to you or your assignee. You must notify us if you intend to sell the products or your business including the products to another.

12. Governing Law; Waiver of Jury Trial

This Agreement and our respective rights and duties are governed by and shall be interpreted and enforced in accordance with the laws of Maine (or Ontario, for Canadian sales), without giving effect to the principles of the conflict of laws thereof. Any legal actions relating to this Agreement must be brought in the court of appropriate jurisdiction in the State of Maine (or in the Province of Ontario, for Canadian sales), which shall have exclusive jurisdiction (except that we may bring an action for an injunction or similar equitable relief against you in any proper jurisdiction), and you hereby waive any claim of lack of jurisdiction or inconvenient forum. YOU AND WE WAIVE TRIAL BY JURY IN ANY LEGAL ACTION BY OR AGAINST US IN SUCH LEGAL ACTIONS. We each further waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement. The prevailing party in any such legal actions shall be entitled to an award of its reasonable legal fees and costs.

13. English Language. (Québec only.)

The parties confirm that it is their wish that this Agreement and any other documents delivered or given pursuant to this Agreement, including notices, have been and shall

be in the English language only. Les parties aux présents confirment leur volonté que cette convention de même tous les documents, y compris tous avis, s'y rattachant, soient rédigés en anglais seulement.

The DVMAX® Support Contract



Support Levels

Support for DVMAX is offered in different levels. The attached Service Agreement Chart outlines these levels and their associated benefits and is a part of the contract. Support levels range from Copper, for single-user sites with business hours coverage, to Diamond, for multi-user sites with 30 or more users and/or requiring active 24/7 coverage. Silver level support is the required minimum for multi-practices access (MPA), multi-database clinics and practices using remote processing.

Coverage

After you select a support level and return this signed contract, IDEXX/DVMAX will provide support at the level you have selected. Please refer to the attached Service Agreement Chart for the associated benefits; it is a part of this contract. Support is provided by telephone at 800-950-5455. For non-urgent support questions you can go to your user site through the web at <http://users.dvmax.com>. (You will need your DVMAX ID number and your administrative password).

IDEXX/DVMAX cannot support networks, operating systems, or hardware at your site. On site visits and training are not covered by this contract. IDEXX/DVMAX may require that you upgrade to the current version of the DVMAX software, and any ancillary software that is required, to provide continued support.

Upgrades

Your practice must have in place the minimum hardware requirements designated by IDEXX/DVMAX to run the most up-to-date version of DVMAX. Maintenance upgrades can be obtained by contacting our technical support staff at: 800-950-5455. Major upgrades to the DVMAX software may require additional services and costs that are not included in this agreement.

If new optional features are added to DVMAX and these features require additional software, such software will be available during the term of this contract at the regular price for such software, or at discounted prices when discounts are available to DVMAX.

For DVMAX users currently on v7.0 and above, upgrades to the ancillary software (DVMAXClient & DVMAXServer, aka 4D), as required for DVMAX upgrades, are now included at no additional cost with all support levels.

For DVMAX users on earlier versions of the software, you must pay to upgrade the ancillary software (DVMAXClient & DVMAXServer, aka 4D) to v7.0 (or the current release). Future upgrades to the ancillary software will be included at no additional cost with all support levels.

All support levels include free DVMAX maintenance updates that are released during the period of this agreement.

Term & Payment

If an owner has more than one practice site, a support agreement must be obtained and a support fee paid for each practice site, unless IDEXX/DVMAX agrees otherwise in writing. IDEXX/DVMAX reserves the right to suspend technical support to all practice sites of this owner if this is not adhered to. IDEXX/DVMAX reserves the right to suspend technical support if your practice(s) have an outstanding balance for any products or services from IDEXX/DVMAX.

Transferability

This contract may not be transferred or assigned without the consent of IDEXX/DVMAX. If ownership or control of your practice changes and new staff operating DVMAX have not, in IDEXX/DVMAX's judgment, been sufficiently trained, IDEXX/DVMAX may require training for the new staff as a condition of continuing or renewing support under this contract.

Service Levels and Fees

Please contact your account manager for pricing information.

~~~~~**DVMAX AGREEMENT**~~~~~

CONTRACT INITIATION MONTH: \_\_\_\_\_ (please fill in the current month & year)

I agree to the support terms listed. I choose the above option for DVMAX technical support for the next 12 months.

PLEASE PRINT CLEARLY - \*Note that you MUST be on DVMAX v7.0 or higher to use this contract for reinstatement of support.

Date: \_\_\_\_\_

Practice Name: \_\_\_\_\_ DVMAX ID # \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ DVMAX VERSION # \_\_\_\_\_

Email Address: \_\_\_\_\_

Print Name of Authorized Person: \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_

SUPPORT LEVEL: (please state the level you are purchasing)\_\_\_\_\_

IDEXX / DVMAX® Products  
One IDEXX Drive, Westbrook, ME 04092 - 1 800 877 9221

Main office phone: 800-877-9221 - Technical Support phone: 800-950-5455 - Technical Support Fax: 646-753-8118

# Explanation of Service Agreement Levels



**Single-User:** Clinics using the single-user (one terminal) version of DVMAX® have the option of purchasing any level of the support and upgrade contract. (If your practice utilizes remote processing, then the minimum requirement is Silver or higher)

**Multi-User:** Clinics using the multi-user version of DVMAX® (two or more terminals) have the option of purchasing as follows:

For **2 - 6 terminals** users have the option of choosing Bronze or higher. (If your practice utilizes remote processing, then the min. requirement is Silver or higher)

For **7 - 14 terminals** users have the option of choosing Silver or higher.

For **15 - 20 terminals** users have the option of choosing Gold or higher.

For **21 - 30 terminals** users must be on Platinum.

For **31 or more terminals** users must be on Diamond.

**Remote processing:** All clinics that use the remote processing feature have the option of Silver or higher.

**Emergency and 24 hr Clinics:** Practices that are open 24 hours have the option of Gold or higher.

**MPA and Multi-Database Clinics:** Multi-practice access and multi-database clinics need to purchase MPA support level per site or database. (Your practice will receive the support service at the Silver level).

## Service Agreement Chart

**SU - Single User:** Business Hours are considered Monday – Friday from 8am – 6pm (Clinic's local time).

**MU – Multi User:** After Hours are considered Monday – Friday from 6pm- 8am, weekends and U.S. holidays

|                                         | Business Hours<br>(8am-6pm)<br>(Local Time) | Remote Access<br>Support<br>(8am-6pm)<br>(Local Time) | Updates<br>(8am-6pm)<br>(Local time) | After Hours<br>Emergency<br>Issues | Remote<br>Processing | After Hours<br>Non-Emergency<br>Issues | Updates<br>(6pm-8am)<br>(Local time) | Remote<br>Upgrade<br>Service |
|-----------------------------------------|---------------------------------------------|-------------------------------------------------------|--------------------------------------|------------------------------------|----------------------|----------------------------------------|--------------------------------------|------------------------------|
| <b>Copper<br/>(SU Only)</b>             | ✓                                           | ✓                                                     | ✓                                    |                                    |                      |                                        |                                      |                              |
| <b>Bronze<br/>(SU or MU)</b>            | ✓                                           | ✓                                                     | ✓                                    |                                    |                      |                                        |                                      |                              |
| <b>Silver<br/>(SU or MU)</b>            | ✓                                           | ✓                                                     | ✓                                    | ✓                                  | ✓                    |                                        |                                      |                              |
| <b>Gold<br/>(SU or MU)</b>              | ✓                                           | ✓                                                     | ✓                                    | ✓                                  | ✓                    | ✓                                      |                                      |                              |
| <b>Platinum<br/>(SU or MU)</b>          | ✓                                           | ✓                                                     | ✓                                    | ✓                                  | ✓                    | ✓                                      | ✓                                    | ✓                            |
| <b>Diamond<br/>(SU or MU)</b>           | ✓                                           | ✓                                                     | ✓                                    | ✓                                  | ✓                    | ✓                                      | ✓                                    | ✓                            |
| <b>MPA and<br/>Multi-<br/>Databases</b> | ✓                                           | ✓                                                     | ✓                                    | ✓                                  | ✓                    |                                        |                                      |                              |