

TERMS AND CONDITIONS OF THE IDEXX VETERINARY CONTENT CLOUD

Revision of March 2020

Unless otherwise agreed in writing, Terms and Conditions (“Terms”) 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 (“**IDEXX**”) provides IDEXX Veterinary Content Cloud Services to the natural person or legal entity and/ or the user of one of the IDEXX software packages (Animana or SmartFlow) and any related products (“Customer”). Any matters not regulated in these Terms are regulated by General Terms and Conditions of IDEXX VETERINARY SOFTWARE AND SERVICES. 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.

1. Definitions

- 1.1. **Veterinary Content Cloud (“Services”)** - Content library available within the IDEXX Animana Content Designer.
- 1.2. **IDEXX Animana Content Designer** - Text editor and content storage application.
- 1.3. **Veterinary Content** - Publications, communication, text, images, information and experiences in the veterinary field provided by the Veterinary Content provider aimed at an end user or audience and available to the Customer for free.
- 1.4. **Materials** – Veterinary Content personalized by the Customer aimed at an end user/client of the Customer.
- 1.5. **Veterinary Content Provider** – a third party, other than IDEXX, providing Veterinary Content.

2. Content

- 2.1. Customer is entitled to download the Veterinary Content by using Services and is entitled to personalize it by adjusting it to their needs and audience. For the avoidance of doubt, the Customer is not entitled to personalise or modify the Veterinary Content by violating the intellectual property rights of third parties or the medical claims and statements (scientific, medical or veterinary), as well as references included in the Veterinary Content.
- 2.2. IDEXX is not responsible for the accuracy or correctness of the Veterinary Content provided by Veterinary Content Provider.
- 2.3. Veterinary Content Provider is responsible for validation and scientific, medical or veterinary statements.
- 2.4. Customer is entitled to report inaccuracies to the Veterinary Content via the contact button, as well address any claims regarding the Veterinary Content to the Veterinary Content Provider.
- 2.5. Veterinary Content is validated by the Veterinary Content Provider and is available for download during the calendar year. The Customer shall not use the Veterinary Content from previous calendar year for creating the Materials in the following the calendar year, since the accuracy of Veterinary Content cannot be guaranteed/validated by the Veterinary Content Provider.