

## IDEXX Commitment Agreement (EMA)

## IDEXX 承諾合約 ( 延展維修服務 )

IDEXX is pleased to enter into this IDEXX commitment Agreement (EMA) (the “Agreement”) with you. It describes our promises to each other related to your purchase of IDEXX EMA. We use the term “you” to refer to the practice named in the table below. We use the term “IDEXX” or “we”, “us”, “our” to refer to IDEXX Laboratories Inc., 6F-1, No. 88, Ruihu Street, Neihu District, Taipei City, Taiwan.

IDEXX 很高興與 貴院簽署本 IDEXX 承諾合約 ( 延展維修服務 ) ( 下稱「本合約」 ) 。本合約記載貴我雙方針對 貴院所採購本公司之延展維修服務而對彼此所做之承諾。於本合約中，「貴院」或「您」係指下表所載之醫療院所；「IDEXX」、「本公司」或「我們」係指愛德士生物科技股份有限公司 ( 設址於台北市內湖區瑞湖街 88 號 6 樓之 1 ) 。

### 1. What IDEXX diagnostic equipment is covered by EMA under this Agreement and how much do you need to purchase from IDEXX?

### 1. 在本合約下，哪些 IDEXX 診斷設備屬於延展維修服務之範圍？需要向 IDEXX 採購多少設備？

You have purchased the IDEXX analyser(s) indicated below in Column A (the “Equipment”). We agree to provide you with the extended maintenance agreement coverage at no additional cost to you for the Equipment throughout the Term of this Agreement, in exchange for your agreement to purchase from IDEXX in Taiwan the annual minimum amount indicated below in Column B (the “Annual Minimum Purchase Amount”) each 12-month period beginning on the Start Date as listed above (“Start Date”) and each annual anniversary of the Start Date during the term of this Agreement (each, a “contract year”) on purchases of the IDEXX products and services listed below (“Qualifying Diagnostic Products”) and to use the specified Equipment.

您已採購下表 A 欄所示之 IDEXX 分析儀 ( 下稱「本約設備」 ) 。我們同意於合約期間 ( 定義詳下 ) 內為您提供本約設備之延展維修服務，不額外收取任何費用，惟您應同意自上表所載起始日 ( 下稱「起始日」 ) 及其週年日起之每十二 ( 12 ) 個月期間 ( 各稱「契約年度」 ) ，均向 IDEXX 採購下表所載 IDEXX 產品及服務 ( 下稱「本約診斷產品」 ) 達下表 B 欄所示之年度最低採購量 ( 下稱「年度最低採購量」 ) ，並採用指定之本約設備。

A	B
<p align="center"><b>Equipment</b> 本約設備</p>	<p align="center"><b>Annual Minimum Purchase Amount</b> 年度最低採購量(未稅)</p> <p align="center"><b>(In TWD)</b> (單位：新台幣)</p>
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1 x Catalyst One™ Chemistry Analyzer / 生化分析儀</li> <li><input type="checkbox"/> 1 x Catalyst Dx Chemistry Analyzer / 生化分析儀</li> <li><input type="checkbox"/> 1 x IDEXX VetLab® Station / 整合系統</li> <li><input type="checkbox"/> 1 x ProCyte Dx® Hematology Analyzer / 血液分析儀</li> <li><input type="checkbox"/> 1 x ProCyte One™ Hamatology Analyser / 血液分析儀</li> <li><input type="checkbox"/> 1 x IDEXX Coag Dx™/ 血凝分析儀</li> <li><input type="checkbox"/> 1 x IDEXX VetStat® / 血氣分析儀</li> <li><input type="checkbox"/> 1 x IDEXX SNAPshot Dx® / 內分泌分析儀</li> <li><input type="checkbox"/> 1 x SNAP Pro Analyzer / SNAP 攜帶式分析儀</li> <li><input type="checkbox"/> 1 x VetLab® UA™ / 尿液分析儀</li> <li><input type="checkbox"/> 1 x SediVue Dx™ / 尿渣分析儀</li> <li><input type="checkbox"/> 1 x VetAutoread and Centrifuge / 乾式血液學分析儀及離心機</li> </ul>	<p align="center">Click or tap here to enter text.</p>

List of Qualifying Diagnostic Products

- All Catalyst® chemistry and electrolyte slides
- All ProCyte® reagent kits and stain packs
- All VetLab® UA™ consumables
- All Coag Dx™ consumables
- All VetStat® consumables
- All VetAutoread® consumables
- All SNAP® tests
- All IDEXX Reference Laboratories services

本約診斷產品清單

- 所有 Catalyst® 試片
- 所有 ProCyte® 試劑套組及染劑
- 所有 VetLab® UA™ 耗材
- 所有 CoagDx™ 耗材
- 所有 VetStat® 耗材
- 所有 VetAutoread® 耗材
- 所有 SNAP® 檢測
- IDEXX Reference Laboratories 所有服務

The Annual Minimum Purchase Amount and Additional "Incremental" Annual IDEXX Spend are calculated net of taxes, shipping, allowances, credits and discounts. Only purchases of Qualifying Diagnostic Products directly from IDEXX in Taiwan count towards your Annual

「年度最低採購量」及「IDEXX 增額年度消費」金額均不含稅金、運費、津貼、折讓及折扣。僅有直接向 IDEXX 採購之本約診斷產品才會納入年度最低採購量之計算。

Minimum Purchase Amount.

## 2. What happens if you do not meet your annual minimum purchase obligations?

IDEXX will provide a quarterly summary of your spending on Qualifying Diagnostic Products throughout the Term. If at any point you are at risk of not meeting your Annual Minimum Purchase Amount for the applicable contract year, you will have an opportunity to purchase such Qualifying Diagnostic Products as are necessary to fulfill your Annual Minimum Purchase Amount.

If you fail to spend in any contract year the Annual Minimum Purchase Amount on purchases of Qualifying Diagnostic Products, you agree that IDEXX may retroactively charge you the full amount of then-current annual EMA price. If you fail to meet your Annual Minimum Purchase Amount in spending on purchases of Qualifying Diagnostic Products in multiple contract years, IDEXX reserves the right to terminate the Agreement and charge you the full amount of then-current standard EMA price for the full Term of this Agreement (i.e. for 24 months).

## 3. What reference laboratory services will IDEXX provide?

As an IDEXX partner, we will provide reference laboratory services to you as described in our Directory of Tests and Services (the “*Directory*”) available at <https://www.idexx.com/en/veterinary/reference-laboratories/tests-and-services/> (where available) or in hard copy. We update the *Directory* from time to time.

## 4. What is the term of this Agreement?

This Agreement has term of 2 years (24 months), beginning on the *Start Date* and ending on the *End Date* listed in the table at the top of the first page (the “*Term*”). You and IDEXX are agreeing to honor this Agreement for its full term and, except as expressly set forth in this Agreement, are not agreeing to any early termination rights.

## 2. 未履行年度最低採購量義務之後果？

IDEXX 將於合約期間內向您提供 貴院採購本約診斷產品之季度報表。若發生有可能無法達到適用契約年度之年度最低採購量之情況時，您將有機會採購必要數量之本約診斷產品，以達成您的年度最低採購量。

若您於任何契約年度內所採購的本約診斷產品未達年度最低採購量，您同意 IDEXX 得向您補收該年度延展維修服務之全額費用。若您於多個契約年度之本約診斷產品採購量均未達成年度最低採購量，IDEXX 將有權終止本合約，並依屆時適用之延展維修服務標準費率，就完整合約期間（即 24 個月）向您收取全額費用。

## 3. IDEXX 會提供哪些參比實驗室服務？

作為 IDEXX 之合作夥伴，我們將為您提供參比實驗室服務，具體服務項目載於本公司「檢測及服務目錄」（下稱「服務目錄」，可於下列網頁（如有）取得：<https://www.idexx.com/en/veterinary/reference-laboratories/tests-and-services/>，亦有提供紙本）。本公司將不定期地更新服務目錄。

## 4. 合約期間多長？

本合約有效期間為自本合約首開表格所載起始日起至屆滿日止之兩（2）年（24 個月）期間（下稱「合約期間」）。貴院與 IDEXX 同意於完整合約期間履行本合約，除本合約明示約定者外，雙方均無權提前終止本合約。

## 5. What happens if you do not meet your obligations under this Agreement?

IDEXX is here to support your practice and our shared commitment to better veterinary care as part of providing you the services and partner benefits under this Agreement, and has entered into this Agreement in good faith, expecting you to meet your obligations for the full term, as you expect of us. If you breach this Agreement (other than failure to meet your Annual Minimum Purchase Amount which is as set forth in section 2 hereabove), we will work to find an amicable solution. In case we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, you agree that, in addition to all remedies available according to the applicable law, IDEXX may terminate the Agreement and require that you pay the full amount of then-current standard EMA price for the full Term of this Agreement (i.e. for 24 months).

## 6. What other terms apply to this Agreement?

IDEXX provides the extended maintenance services to you for the Equipment hereunder are subject to the coverage and limited warranties as set forth in the EMA Standard Terms attached hereto.

This Agreement, the attached Additional Terms and Conditions and EMA Standard Terms and the Directory (jointly, "General Terms"), are the entire agreement between us, and supersede all prior agreements related to the subject matter hereof, which the parties agree will automatically terminate as of the Start Date. In case of a conflict between the terms of this Agreement and the General Terms, the terms of this Agreement will prevail.

IDEXX SmartService™ Solutions ("SmartService") and your IDEXX VetLab® Station must be on at all times under this Agreement for tests run in-house. You should follow the standard weekly restart recommendations. It is your sole responsibility to ensure SmartService is activated and connected. SmartService must be activated prior to or during the installation of the Equipment in order to participate in the opportunities provided under this Agreement.

This Agreement and our respective rights and duties are governed by the laws of Taiwan, without giving effect to

## 5. 不履行本合約義務之後果？

IDEXX秉持誠信原則簽署本合約，以期透過依據本合約向您提供服務及合作夥伴利益，支援 貴院業務及貴我雙方對提升獸醫護理品質的共同願景；本公司期待 貴院於完整合約期間履行您的義務， 貴院對本公司之期待應亦是如此。若您違反本合約（不含第2條所載未達年度最低採購量之情況），我們將努力尋找友好之解決方案。若本公司無法於我們認為屬合理的時間內友好地解決該問題， 貴院同意，除適用法律規定之所有救濟外，本公司亦有權終止本合約，並要求您依屆時適用之延展維修服務標準費率，就完整合約期間（即24個月）繳付全額費用。

## 6. 適用本合約之其他條款有哪些？

本公司於本合約下針對本約設備向您提供之延展維修服務，受延展維修服務標準條款（檢附於後）所載範圍及有限保證所拘束。

本合約、後附之附加條款及條件與延展維修服務標準條款及服務目錄（合稱「一般條款」），構成貴我雙方間之完整合意，並取代雙方先前就本合約事宜所達成之一切協議；雙方同意該等協議應於起始日自動終止。若本合約條款及一般條款之間有任何歧異，則以本合約條款為準。

為執行院內檢測，IDEXX SmartService™解決方案（下稱「SmartService」）及您的IDEXX VetLab® Station必須依據本合約持續維持開啟狀態。您應遵守每週重新啟動之標準建議，且應自行確保 SmartService之適當開啟及連接。SmartService必須於安裝本約設備之前或期間啟動，才能參與本合約下所提供的機會。

本合約及貴我雙方之權利及義務，均應以中華民國（台灣）法律為準據法，惟不適用其法律衝突原則。

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 Taiwan. We each waive any claims against the other for multiple, punitive or exemplary damages in any legal actions relating to this Agreement.

任何與本合約相關之法律行動均必須於具有適當管轄權之中華民國（台灣）法院提起。雙方當事人茲此各自承諾，不會在本合約相關之任何法律訴訟中，對他方當事人提出多重、懲罰性或懲戒性損害賠償之請求。

## IDEXX Commitment Agreement (EMA) - Additional Terms and Conditions

## IDEXX 承諾合約（延展維修服務）—附加條款及條件

- 1. Taxes and Fees.** You are responsible for and agree to pay when due all amounts and taxes attributed to you and relating to this Agreement.

**1. 稅金及費用。** 您負責支付並同意支付所有應由您繳付且與本合約相關之款項及稅金。
- 2. Assignment.** A sale or other transfer of your practice does not end your obligations under this Agreement unless you assign to a third party, that party agrees to assume your obligations, and IDEXX consents in writing to the assignment and assumption. You agree to provide IDEXX at least thirty (30) days written notice of any anticipated assignment. Any attempted assignment of this Agreement by you without IDEXX's consent is void. "Assignment" and "assign" include any sale, transfer, assignment or delegation of your rights or obligations under this Agreement or any assets that are required for you to fully perform under this Agreement, and any change in ownership of any of the practices listed on page 1 of this Agreement such that the persons or entities that control such practice(s) as of the date of this Agreement no longer control such practice(s). "Control" refers to (i) the possession, directly or indirectly, of the power to direct the management of the practices, whether through the ownership of securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the practice(s). If you assign this Agreement in violation of this section, IDEXX may at its sole discretion terminate the Agreement immediately upon written notice to you and may require that you immediately pay the full amount of then-current standard EMA price for the full Term of this Agreement (i.e. for 24 months).

**2. 轉讓。** 當您的醫療院所進行出售或以其他方式轉讓予第三方時，並不表示您於本合約下之義務已終了，除非您將本合約轉讓予該第三方，該第三方亦同意概括承受您的義務，且該等轉讓及概括承受之安排業經 IDEXX 書面同意。您同意，若您擬辦理任何轉讓，您應至少提前三十（30）日向本公司出具書面通知。未經 IDEXX 同意即試圖轉讓本合約之行為均屬無效。所謂「轉讓」及「移轉」係指（包括但不限於）出售、轉讓、移轉或外包您於本合約下之權利或義務，或您為完全履行本合約所必須的任何資產，及本合約首頁所列任何醫療院所之所有權變動，以致於本合約日期控制該醫療院所之個人或實體不再控制該醫療院所。「控制」係指：(i) 直接或間接擁有主導該醫療院所之經營管理的權力，無論是透過持有有價證券、透過契約或其他方式取得該等權力皆然；或 (ii) 直接或間接持有該醫療院所至少 50% 之有價證券或其他所有權權益。若您違反本條約定轉讓本合約，本公司得依其全權酌情，透過向您出具書面通知立即終止本合約，並要求您依屆時適用之延展維修服務標準費率，就完整合約期間（即 24 個月）繳付全額費用。
- 3. Other IDEXX programs.** IDEXX reserves the right to determine what other IDEXX sales programs you may participate in during the term of this Agreement.

**3. 其他 IDEXX 方案。** IDEXX 有權決定您於合約期間可參與哪些其他 IDEXX 銷售方案。
- 4. Audit Rights.** IDEXX has the right, upon reasonable advance notice (not less than five business days) during normal business hours, to inspect your records to verify your compliance with this Agreement.

**4. 查核權。** 本公司有權於發出合理事前通知後（至少於五（5）個營業日前），於正常營業時間檢查您的紀錄，以核實您是否遵守本合約。

5. **Other Agreements or Commitments.** This Agreement does not supersede or terminate any obligation you may have with any third party with respect to your reference laboratory services or in-house diagnostics, and by entering into this Agreement, you represent that you can comply with your obligations herein without violating any other agreement you have.
6. **Terms of Sale.** Any terms and conditions contained in any purchase order form issued by you for any IDEXX product or service are null and void and are entirely superseded by the terms and conditions of this Agreement. You shall use Qualifying Diagnostic Products counting toward your Annual Minimum Purchase Amount only in the practice location(s) listed above, and not sell or transfer them to any other clinic or location.
7. **Force Majeure.** If either party (a "non-performing party") is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause which is beyond the non-performing party's reasonable control and is not the non-performing party's fault (including without limitation any act of God or nature, war, insurrection, terrorist attack, epidemic, strike, failure of public utilities, or interruption of transportation) (a "Force Majeure Event"), and the non-performing party uses reasonable efforts to avoid such occurrence and minimize its duration and gives prompt written notice to the other party, then the non-performing party's performance is excused and the time for performance extended for the period of delay or inability to perform due to such event, but in no event longer than for 6 months.
8. **Confidentiality.** You may not disclose the specific terms and conditions of this Agreement, including pricing and discount terms, except as may be required by applicable securities or other laws, rules or regulations or the order of a court having jurisdiction. If you have signed a separate Confidential Disclosure Agreement with IDEXX, the terms of this Agreement are confidential information under that agreement.
9. **Miscellaneous.** This Agreement creates an independent contractor relationship and nothing
5. **其他合約或承諾。** 您因參比實驗室服務或院內診斷作業而向任何第三方所負有之義務，均不會被本合約所取代或終止。您一旦簽署本合約，即代表您聲明您得於不違反您的任何其他合約的情況下，履行本合約下之義務。
6. **銷售條款。** 您就任何 IDEXX 產品或服務所出具訂購單內所包含的任何條款及條件均屬無效，且應全數由本合約條款及條件所取代。您僅應於首開列載之醫療院所使用計入年度最低採購量之本約診斷產品，不得將其出售或轉讓予任何其他醫療院所或地點。
7. **不可抗力。** 若任一方當事人（於此情況下稱為「**受影響方**」）因超出其合理控制範圍且不可歸責於其之事由（包括但不限於任何天災、地變、戰爭、叛亂、恐怖攻擊、流行病、罷工、公共設施故障或運輸中斷）（下稱「**不可抗力事件**」）而無法履行或不能履行其於本合約下之任何義務，但有盡其合理努力避免該等事件之發生、將其持續時間降至最低，並迅即向他方當事人發出書面通知，則受影響方不應因此被認定為違約，且其履約期限應依據其因該等事件而延遲履約或無法履約之期間作相應延展，惟無論如何不得超過六（6）個月。
8. **保密義務。** 除非適用之有價證券或其他相關法律、法規或條例或管轄法院之命令有所要求，您不得揭露本合約之具體條款及條件，包括定價及折扣條款。若您已與 IDEXX 簽署獨立之保密協議，則本合約條款應構成該協議下之機密資訊。
9. **附則。** 雙方當事人於本合約下建立獨立締約人關係，本合約之任何內容均不得解釋為 貴院與本公

in this Agreement shall be construed to create the relationship of employer and employee, agency, joint venture, partnership or association between you and IDEXX. This Agreement may be modified only in writing signed by the parties and not by course of performance. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Facsimile or electronic copies of this Agreement bearing authorized signatures may be treated as an original. Any delay or failure by IDEXX to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

司之間存在任何僱傭、委託代理、合資、合夥或團體關係。本合約僅得以雙方簽署書面文書之方式進行變更，不得透過任何履約行為進行變更。本合約得以一式多份形式簽署，每份經簽署之複本均應被視為原（正）本，而所有複本整體構成同一份單一合約。透過傳真或電子郵件交付之本合約複本，如經授權簽署即可視為原（正）本。本公司延遲或未行使本合約所載任何權利，並不妨礙本公司於日後行使任何權利。

**10. Notices.** Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a “Notice”) in writing and addressed to the address on the first page of this Agreement; or to such other address as either party may from time to time specify in writing to the other party. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier that provides a receipt, or certified or registered mail. A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice as complied with the requirements of this Section.

**10. 通知。**雙方當事人應將本合約下之通知、請求、同意及其他通訊往來（各稱「通知」）以書面形式送達本合約首開所載他方當事人地址處，或其不定期以書面形式通知之其他地址處。雙方當事人應透過專人傳送、全國知名之隔夜快遞（需提供送達收據）、或掛號或雙掛號郵件傳送所有通知。通知須滿足下列條件始生效力：(a)收受方確實收到該通知；且 (b) 發出通知之一方確實遵守本條規範。

**11. Language.** If this Agreement is translated into a language other than English, the English text shall be deemed authentic, definitive and binding for the purpose of interpretation or in the event of conflict or inconsistency between the translations.

**11. 語言。**若本合約有備置英語以外之翻譯本，於解釋本合約時，或於英語跟其他語言翻譯本之間有任何歧異時，英語版應被視為真實、具終局性且具拘束力之版本。



## IDEXX EMA - Standard Terms

## IDEXX 延展維修服務—標準條款

IDEXX Laboratories Inc.

IDEXX Laboratories Inc.

IDEXX Companion Animal Group - Taiwan

IDEXX Companion Animal Group - Taiwan

### Extended Maintenance Agreement (EMA) for In-House Diagnostic Instruments

### 院內診斷儀器之延展維修服務

Unless otherwise expressly agreed in writing by IDEXX, all transactions by IDEXX or its affiliated company or its nominated distributor/repair service company (collectively, we, us or our) identified in the Order Form (Enrollment Form) are subject to the following terms and conditions:

除非 IDEXX 另有書面明示約定，IDEXX 或於訂購表單（參加表單）所載之 IDEXX 關係企業或其指定之經銷商/維修服務供應商（合稱「本公司」或「我們」）所進行的所有交易，均應受下列條款及條件所拘束：

These provisions apply to extended service plans offered by IDEXX's Companion Animal Group for IDEXX in-house diagnostic instruments. The words **we, us** and **our** refer to IDEXX or its affiliated company or its nominated distributor/ repair service company. By paying the maintenance fee indicated in our invoice to you for this service, you agree to the terms of this EMA. This EMA becomes effective upon the earlier of our receipt of payment or your accepting service by us before our receipt of the **maintenance fee**. If we permit you to pay in installments, it is as an accommodation to you, and you agree to pay the entire fee for the maintenance period you have elected. If you order additional products, your maintenance fee may increase.

以下條款適用 IDEXX 之 Companion Animal Group 為 IDEXX 院內診斷儀器提供之延展服務方案。標準條款所稱「本公司」或「我們」係指 IDEXX 或其關係企業或其指定之經銷商/維修服務供應商。您一旦依據本公司向您開立之發票支付維修費，即表示您同意接受本合約條款。本合約於本公司收到您所支付的**維修費**時，或您於本公司收到**維修費**前接受本公司服務時（以時間發生孰先者為準）生效。若本公司同意接受分期付款，這是本公司特別配合您所做的安排，您同意就您選擇的維修期間支付所有費用。若您後續加購其他產品，您的維修費可能會隨之增加。

- 1. Covered Products;** This EMA covers only your IDEXX products (equipment and related IDEXX application software) specified in our invoice to you or in the order form. The maintenance period begins and ends on the dates specified in our invoice or in the order form to you.
- 2. Our Extended Support Commitment:** Provided you have paid the maintenance fee for the current maintenance period, **if your equipment does not conform to our published specifications during the maintenance period, we will at our option either repair it with new parts or serviceable used parts that are equivalent or superior to new parts in performance, or**

- 1. 適用產品；**本合約僅適用本公司於發票上或訂單上記載之您的 IDEXX 產品（設備及 IDEXX 相關應用軟體）。維修期之起始及終了日期載於本公司向您出具之發票或訂購表單中。
- 2. 本公司之延伸支援承諾：**以您已支付當前維修期之維修費為前提，若您的設備於維修期內不再符合本公司之公告規格，本公司將依其酌情，採用全新零件或其性能相當於或優於全新零件之合用二手零件進行維修，或以功能相當於或優於全新設備性能之合用二手設備進行替換；若您的 IDEXX 軟體於維修期內不再實質符合本公司之公告規格，本公司將

**replace it with serviceable used equipment that is functionally equivalent or superior to new equipment in performance; and if your IDEXX software does not substantially conform to our published specifications during the maintenance period, we will attempt to modify it to make it conforming.**

嘗試進行變更使其符合規格要求。

- 3. Hours of Service:** We will provide service in accordance with our normal procedures and during our normal business hours at our service locations, except holidays & inventory day. In case of malfunction, you must first contact IDEXX Customer Service. Our service personnel will guide you to attempt to correct reported problems yourself. If you wish to receive electronic support, you must maintain an electronic link-up with us as we may direct from time to time. If telephone or electronic support is not successful, we will give you further instructions. We have no obligation to provide on-site service. Before you return any applicable product, you must perform a full system backup of your data.

- 3. 服務時間：**本公司將依據其正常程序，於本公司服務據點之正常營業時間內提供服務，惟假日及盤點日除外。一旦發生故障，您應先聯繫 IDEXX 客服部門。本公司客服人員將引導您嘗試自行解決您所通報的問題。若您欲取得線上支援，您必須依據本公司不定期指示與本公司維持連線。若電話或線上支援不成功，我們會向您提供進一步指示。本公司無義務提供現場服務。在您退回任何適用產品之前，您必須對您的資料進行一次完整的系統備份。

For software products, we shall use reasonable commercial efforts to attempt to resolve nonconformities in a time frame reasonably proportionate, in our judgment, to the severity of the problem, and to provide periodic modifications that we otherwise make available to other supported customers free-of-charge. We shall provide this support only for the two most current release versions of the software. If you have a networked installation, and if a system malfunction occurs, you are responsible for contacting your network support provider first to determine that the issue is not due to network problems, before contacting us for IDEXX product support.

關於軟體產品，當出現不合規情況時，本公司應盡其合理商業努力，試圖在符合比例原則（以該問題嚴重性而言，且按本公司判斷為準）之時間內解決問題，並提供本公司無償向其他受支援客戶所提供的其他定期更新。我們將僅為軟體之兩個最新發布版本提供上述支援。若您的設備安裝與網絡相連，當發生系統故障時，您應先聯繫您的網絡支援服務供應商，以排除故障係由網絡問題造成的可能性，之後再聯絡我們以取得 IDEXX 產品支援。

- 4. Your Obligations; Exclusions for Improper Use, Etc.:** 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, instructions or other documentation or otherwise communicated to you from time to time. You must provide reasonable supporting data to help identify reported problems. We are not liable for loss of your data; we strongly recommend that you regularly perform a system backup on applicable products

- 4. 您的義務；不當使用等之免責條款：**您必須盡合理努力維護產品，使其持續於清潔且適當的環境中，並執行本公司於適用之使用者指引、說明或其他文件中建議或不定期向您提供之定期維護措施。您必須提供合理的佐證資料以協助確認您所通報的問題。本公司對您的資料損失不承擔任何責任；我們強烈建議您定期對適用之產品進行系統備份，並將您的資料存檔，俾以於發生故障時將損失降到最低。您必須迅即安裝本公司可能定期向您發送的新版本軟體，您必須依據本公司建議定期升級您的作業系統軟體。您必須將本公司提供的任何軟體補

and archive your data to minimize loss in case of a malfunction. You must promptly install new release versions of software that we may periodically send you, and you must upgrade your operating system software as we may periodically recommend. You must treat any software patch, update, upgrade, modification or other enhancement that we may provide as “software” under your original license from us and use them only as permitted by that license.

We cannot assure you of the performance of our products if you use them other than in strict accordance with our product instructions, if you use them on or in conjunction with products or services not provided and configured by us, or if you install any software applications on your products, other than those applications that we provide you. **FAILURE TO USE ONLY OUR AUTHORIZED PRODUCTS OR SERVICES IN OR ON OUR PRODUCTS VOIDS THIS EMA AND OUR OBLIGATIONS TO YOU.** In addition, if your equipment is not under warranty and is not currently covered by our EMA, we may at our option inspect your equipment before we agree to provide EMA 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 EMA coverage, or vary your maintenance fee accordingly. If for any period you are not covered by our EMA and wish to start or resume such coverage, we may charge you the maintenance fee for any period you were not covered.

Our EMA coverage does not cover damage resulting from any causes external to our products (which if repairable will be repaired at your expense), 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, 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 to equipment is not covered. If we determine that the reported problem is not covered by our EMA, you must reimburse us for

丁、更新、升級、變更或其他改良視為您自本公司取得原始授權下之軟體的一部份，且僅得於該授權允許之範圍內使用該等項目。

若您未嚴格依據本公司產品說明使用本公司產品，若您於非本公司提供及配置之產品或服務上使用本公司產品或服務，或若您於本公司產品上安裝任何非由本公司提供的軟體應用程式，本公司將無法就本公司產品之性能向您提供保證。**若您於本公司產品中或本公司產品上使用非經本公司授權之產品或服務，則本合約及本公司對您的義務將會成為無效。**此外，若您的設備之保固期已屆滿，且目前非屬本公司延展維修服務範圍內，本公司得依其全權酌情，在決定是否提供延展維修服務之前檢查您的設備。本公司得依據屆時適用之標準費率，就該等檢查向您收費。若設備需要維修，本公司得依據屆時適用之標準費率，向您收取該等維修及更換零組件之費用，或將超過合理年限之零組件維修排除於延展維修服務範圍之外，或據此調整您的維修費。若您有任何期間未使用本公司之延展維修服務，但擬開始使用或再次使用此服務，本公司針對未使用此服務之期間追收維修費。

本公司的延展維修服務不涵蓋因本公司產品以外之任何事由造成之損壞（若屬可修復之損壞，將由您負擔費用），如疏忽或不當使用或處理、意外事故、外部電氣故障、未遵守包裝或運輸指示、將未經授權產品與本公司產品併同使用、電腦病毒、蠕蟲或其他有害程式，或由本公司或其授權服務供應商以外之任何人進行維修或變更。本公司將僅於設備正常運行所必須之範圍內修復因正常耗損所造成的損壞；設備之外觀損壞非屬維修範圍。若本公司確認您通報的問題非屬本公司延展維修服務範圍，您必須支付設備運輸費用，本公司將嘗試依據屆時適用之標準費率維修/更換產品，或依據您的指示歸還產品（相關費用應由您負擔）；於此情況下，您亦需把任何借用設備歸還予本公司，而相關費用

the costs of equipment shipping, and we will attempt to repair/replace the product 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 equipment to us at your cost.

應由您負擔。

**5. Exclusion of User-Replacement Parts:** We do not provide EMA coverage on expendable or consumable parts, such as fuses, cables, power cords, adapters, calibrators, print heads, keyboards, mice, ribbons, tapes, CDs or other supplies or media, or on third-party products, such as printers, UPS or non-IDEXX products, all of which we provide on an “as is” basis. Third-party product manufacturers or suppliers may provide their own warranties or extended support coverage. User-replacement parts that are excluded include the following, by way of example only:

**5. 排除使用者自行更換之零組件：**本公司不為消耗品或耗材零組件提供延展維修服務，如保險絲、電（連接）線、電源線、轉接器、校準器、列印噴頭、鍵盤、滑鼠、色帶、磁帶、光碟或其他備品或媒體，或第三方產品，如印表機、不斷電系統或非 IDEXX 之產品；本公司產品均係以其「現況」提供。第三方產品製造商或供應商可能會提供保固或延展支援服務。被排除在服務範圍以外之使用者自行更換之零組件包括（但不限於）下列項目：

- **IDEXX VetLab® Station** Connector cables, printer (see printer manufacturer’s warranty), printer power cords and cables
- **IDEXX VetLab® UA™ Analyser** calibration strips
- **VetAutoread™ Haematology Analyser** Workstation, Calibration Check Rod, and printer cable, printer (see printer manufacturer’s warranty)
- **VetStat™ Electrolyte and Blood Gas Analyser** Calibration gas, standard reference cassettes, hemoglobin calibration cassette

- **IDEXX VetLab® Station** 連接器之電（連接）線、印表機（詳印表機製造商之保固）、印表機電源線及電（連接）線
- **IDEXX VetLab® UA™ Analyser** 校正試紙條
- **VetAutoread™ Haematology Analyser** 檢體架、校正棒及印表機電（連接）線、印表機（詳印表機製造商之保固）
- **VetStat™ Electrolyte and Blood Gas Analyser** 校正氣體、標準校正片、血紅素校正片

**6. Maintenance Period Fees; Renewal Fees:** The maintenance fee for any renewal of the maintenance period will be our current fee at the time of the renewal. We may invoice you for renewal of the maintenance period before the current period expires. If we do not receive payment of the maintenance fee in accordance with our invoices to you, or before the beginning of your initial maintenance period or any renewal period, then we reserve the right to terminate this EMA immediately, and we will not have any

**6. 維修期費用；續約費用：**維修期任何續約期間之維修費，將以本公司屆時適用之費率為準。本公司得於當前維修期屆滿前向您開立維修期續約期間之發票。若本公司未收到您依據本公司向您開立之發票所支付的款項，或未於您的初始維修期或任何續約期間開始前收到您所支付的維修費，則本公司有權立即終止本合約，且毋須就此向您負任何其他義務。

further obligations to you.

**7. Limitation of Damages:** We are not liable for failure to provide services due to circumstances beyond our reasonable control. EXCEPT AS AND TO THE EXTENT PROVIDED UNDER APPLICABLE LAW FOR LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, UNDER NO CIRCUMSTANCES WILL WE OR OUR LICENSORS BE LIABLE TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFIT OR USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR MULTIPLE DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF GOODWILL, DATA OR EQUIPMENT OR FOR BUSINESS INTERRUPTION, ARISING OUT OF THE MANUFACTURE, SALE, SUPPLY OR USE OF OUR PRODUCTS OR SERVICES OR FAILURE OR DELAY IN DELIVERING SUCH PRODUCTS OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

EXCEPT AS AND TO THE EXTENT PROVIDED UNDER APPLICABLE LAW FOR LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, OR DEATH OR PERSONAL INJURY RESULTING FROM OUR NEGLIGENCE, OUR ENTIRE LIABILITY FOR A PRODUCT OR SERVICE, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE MAINTENANCE FEE FOR THE APPLICABLE PRODUCT PAID BY YOU FOR THE MOST RECENT SIX MONTHS OF THE MAINTENANCE PERIOD (OR THE LAST SUCH PERIOD, FOR ANY CLAIMS ARISING AFTER ALL MAINTENANCE PERIODS).

EXCEPT AS STATED IN THIS EMA, WE MAKE NO OTHER WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND WE EXPRESSLY EXCLUDE WARRANTIES RELATING TO MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

**7. 損害賠償之限制：**本公司若因超出其合理控制範圍之情事而無法提供服務，本公司將毋須承擔相關責任。除於適用法律下，因重大過失、詐欺或故意不法行為或因疏忽而導致死亡或人身傷害等無法排除之責任外，本公司及其授權人無論如何均毋須對您或任何其他人因製造、銷售、供應或使用本公司產品或服務，或未能供應或延遲供應該等產品或服務而造成之利潤或使用損失、特殊性、附帶性、衍生性、間接性、懲戒性、懲罰性或多重損害負責，包括但不限於商譽、資料或設備之損失或業務中斷，無論是否基於保證、契約、侵權行為或其他原因，即使本公司曾被告知有可能發生該等損害或損失亦然。

除於適用法律下，因重大過失、詐欺或故意不法行為或因疏忽而導致死亡或人身傷害等無法排除之責任外，本公司對其產品或服務之全部責任，無論是基於契約、侵權行為或是其他事由，均不得超過您於最近六個月之維修期（或最後一個維修期，適用所有維修期後產生之任何請求）就適用產品所支付的維修費。

除本合約明載者外，本公司不做任何其他明示或默示、書面或口頭之保證、聲明或條件，且明確排除與任何與適銷性、品質達標、特定用途之適用性、行使合理謹慎及技能或不侵權相關之保證。

PURPOSE, CARE AND SKILL, OR  
NONINFRINGEMENT.

- 8. Termination; Termination Payments; Refund:** Either of us may terminate this EMA without cause upon 30 days written notice to the other. In the case of termination by you without cause (or termination by us due to your breach), you are required to make payment to us as described below if any EMA service events have occurred during the then-current maintenance period. If EMA service events have occurred during this period and the cost of service (calculated at our then-current rates at the time of service) and shipping is less than or equal to the maintenance fee you have paid for the current maintenance period through the date of termination, then you may terminate this EMA without further cost.

However, if the cost of any service and shipping exceeds the maintenance fee you have paid for the current maintenance period through the date of termination, then you must pay us the difference (but in no event more than the full maintenance fee you would have paid for the then-current maintenance period).

If we terminate other than due to your breach, or if you terminate due to our modification of EMA coverage during the then-current maintenance period, we will refund to you a pro rata portion of the maintenance fee. However, if you terminate (other than due to a breach by us or our modification of EMA coverage) you are not entitled to any refund, and you are required to pay for service events as described above. We reserve the right to refuse to provide service to you if you are in breach of this EMA or if your account with any IDEXX company for any product or service is delinquent.

- 9. Miscellaneous; No Assignment:** This EMA is our entire agreement with respect to its subject matter, and it supersedes all prior oral or written agreements or statements. Any term of any purchase order or other document that you provide us that is in any way inconsistent with or in addition to the terms set forth in this EMA will not become a part of the contract between the parties or be binding on us. Except as provided above for our right to modify maintenance terms

- 8. 終止；終止付款；退款：**雙方當事人均得在提前三十（30）日向他方當事人發出書面通知後，毋須提出事由即可終止本合約。於您無故終止合約之情況下（或本公司因您違約而終止合約），若於屆時之維修期內發生任何延展維修服務事件，您必須按下文約定向本公司付款。若於此期間發生延展維修服務事件，且服務費用（按本公司屆時適用之服務費率計算）及運輸費用小於或等於您就該維修期至終止日前所支付之維修費，則您得終止本合約，而毋須再支付額外費用。

然而，若任何服務及運輸之費用超過您為該維修期至終止日前所支付之維修費，則您必須向本公司支付差額（但無論如何不超過您原應為該維修期支付之全額維修費）。

若本公司並非因為您違約而終止本合約，或若您因本公司於該維修期內變更延展維修服務之範圍而終止本合約，我們將按比例向您退還維修費之一部分。然而，若您終止服務（並非因本公司違約或本公司變更延展維修服務範圍），您無權取得任何退款，且應就上述之服務事件支付款項。若您違反本合約，或您滯納任何 IDEXX 公司之任何產品或服務，本公司有權拒絕向您提供服務。

- 9. 附則；不得轉讓：**本合約構成雙方當事人就本合約事宜所作之完整合意，其取代所有先前之口頭或書面協議或聲明。您提供予本公司之任何採購訂單或其他文件中之任何條款，若與本合約所載條款有任何歧異或補充，均不會成為雙方合約之一部分，亦不會對本公司產生拘束力。除上列記載本公司有權於至少三十（30）日前通知您的情況下不定期地變更維修條款外，任一方當事人均不得變更本合約（包括本條），除非係由雙方授權代表簽署之書面

from time to time upon not less than 30 days' notice to you, neither party can modify this EMA (including this paragraph) except in a written document signed by authorized representatives of both parties. You may not assign any duties, rights or claims hereunder without our prior written consent, even if you sell your equipment to another. Any such attempted assignment is void, and we will not have any obligations to you or your assignee.

- 10. Governing Law; Venue:** THIS EMA AND OUR RESPECTIVE RIGHTS AND DUTIES ARE GOVERNED BY AND SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF TAIWAN, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF THE CONFLICT OF LAWS THEREOF.

ANY DISPUTE ARISING IN CONNECTION WITH THIS EMA, OR ANY OTHER AGREEMENT RESULTING FROM THIS EMA, OR THE BREACH, TERMINATION OR INVALIDITY HEREOF OR THEREOF, SHALL BE FINALLY SETTLED BY A COMPETENT COURT IN TAIWAN.

- 11. Severability:** If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable in any respect, then the validity and enforceability of the remaining provisions shall not be affected or impaired thereby, and you and we agree to replace such invalid or unenforceable provision with an enforceable and valid arrangement that, in its economic effect, is as close as possible to the invalid or unenforceable provision.
- 12. English Version:** This EMA is drafted in English. If this EMA is translated into a language other than English, then the original English version of this EMA shall control all questions of interpretation with respect thereto. Any other documents delivered or given pursuant to this EMA, including notices, may be in English.

文書為之。未經本公司事前書面同意，您不得轉讓本合約下之任何義務、權利或請求權，即使您已將設備出售予他人亦然。該等試圖轉任均屬無效，本公司將不會對您或您的受讓人承擔任何義務。

- 10. 準據法；管轄權：**本合約及雙方各自之權利及義務受中華民國（台灣）法律管轄，並應依據中華民國（台灣）法律解釋及執行，惟不適用其法律衝突原則。

與本合約相關之任何爭議，或與本合約相關之任何其他合約，或與本合約之違約、終止或無效相關之任何爭議，均應由中華民國（台灣）管轄法院最終解決。

- 11. 條款獨立性。**若本合約之任何條款經管轄法院認定於任何方面無效或無法執行，則其餘條款之有效性及可執行性不應因此受到影響或損害，且您及本公司同意以可執行之有效條款取代該無效或無法執行之條款，且該替代條款應於經濟效果上盡可能接近該無效或無法執行之條款。
- 12. 英文版：**本合約係以英文撰擬。若本合約有作成英語以外之翻譯本，則本合約之相關解釋應以其原始英語版為準。依據本合約交付或提供之任何其他文件，包括通知，得以英文為之。