



## Bid Waiver Request

Request # 05864053

# Approved Bid Waiver Summary

### Submission Details:

Request # 05864053

**Purchase Description:** Medical Supplies- IDEXX 360 & IDEXX SNAP Pro®

**Vendor Name:** IDEXX DISTRIBUTION CORPORATION

**Vendor Number:** 102645

**Type:** Good

**Total Commitment Cost:** \$300,000.00

**Fund, Org, Object Code:** 13703110 520800

**Grant Funded:** No

**One Time or On-Going Expense:** On-Going Expense

**If On-Going Provide Timeline:** May 15, 2026 - April 14, 2032

**Exemption Type:** 4. Sole Source

**Exemption Description:** Item is a special equipment that is manufactured only by this vendor

**Upload all quotes, proposals, or supporting documents:** Procyte\_One\_GUILFORD\_COUNTY\_ANIMAL\_SHELTER\_ATTN\_\_BEVERLY\_BLAKE\_Q-48179\_16122025.pdf,360upgrade\_GUILFORD\_COUNTY\_ANIMAL\_SHELTER\_ATTN\_\_BEVERLY\_BLAKE\_IDEXX\_360\_Renewal\_Equipment\_(1).pdf,Snap-48846\_15122025.pdf

**Requestor's Full Name:** Dene' Finerty

**Requestor's Guilford County Email Address:** dfinert@guilfordcountync.gov

**Requestor's Department:** Animal Services

**Signature Date:** 03/24/2026

× Dene' Finerty

Signed By: Dene' Finerty - dfinert@guilfordcountync.gov

Date Signed: 03/24/2026 1:51:06 PM -07:00 GMT

IP Address: 165.166.201.162

**Is this Submission a Contract or Purchase Order?:** Contract

### Review Details:

**Purchasing Approval:** Approve

**Small Business and Entrepreneurship Approval:** Approve

**Small Business and Entrepreneurship Reviewer Full Name:** Maria Miles

**Small Business and Entrepreneurship Reviewer Guilford County Email:** mmiles2@guilfordcountync.gov

**Small Business and Entrepreneurship Signature Date:** 03/26/2026

× Maria Miles

Signed By: Maria Miles - mmiles2@guilfordcountync.gov

Date Signed: 03/26/2026 8:08:08 AM -07:00 GMT

IP Address: 174.225.218.224

**Purchasing Approval:** Approve

**Instructions for Requestor:** Board Action Required – Goods (\$90K+) Contact Fran Cameron for BoCC Agenda Item Assignment

**Purchasing Signer Full Name:** Francesca Cameron



# Bid Waiver Request

Request # 05864053

**Purchasing Signer Guilford County Email:** ncameron@guilfordcountync.gov  
**Purchasing Signature Date:** 03/26/2026

× Francesca Cameron

Signed By: Francesca Cameron - ncameron@guilfordcountync.gov  
Date Signed: 03/26/2026 10:16:19 AM -07:00 GMT  
IP Address: 97.129.254.182



December 16, 2025

GUILFORD COUNTY ANIMAL SHELTER ATTN: BEVERLY BLAKE  
980 GUILFORD COLLEGE RD  
Greensboro, NORTH CAROLINA, 27409

Thank you for the recent opportunity to discuss your practice's needs and goals. The following pages summarize our discussions and the IDEXX products and services that can help you meet these objectives.

I would appreciate the opportunity to discuss this with you further. Please let me know if you have any questions in the meantime.

Regards,

Erin Pate  
erin-pate@idexx.com  
Veterinary Diagnostic Consultant

In Process

40873

Contract #: Q-48179

December 16, 2025 - Quote valid until January 30, 2026

**GUILFORD COUNTY ANIMAL SHELTER ATTN: BEVERLY BLAKE - 980 GUILFORD COLLEGE RD -  
Greensboro, NORTH CAROLINA 27409 UNITED STATES**

<b>MY ORDER</b>	<b>PRICE</b>
<b>Connectivity</b>	
IVLS 8 Port Switch	\$24.48
<b>IHD Analyzer</b>	
ProCyte One Analyzer	\$19,995.00
Delivery Fee: VetLab Dx	\$595.05
ProCyte One Starter Pack	\$0.00
<b>IDEXX CarePlus (Rolled into Deal)</b>	
Care Plus: ProCyte One - 5 Year(s)	\$3,029.91
<b>Price from above<sup>‡</sup></b>	<b>\$23,644.44</b>
<b>Subtotal</b>	<b>\$23,644.44</b>
Additional Discount	(\$23,644.44)
<b>Total Discount<sup>‡</sup></b>	<b>(\$23,644.44)</b>
<b>Amount Due<sup>‡</sup></b>	<b>\$0.00</b>
‡ taxes not included	

Congratulations on your participation in the following:

- All IDEXX instruments include a one year warranty
- IDEXX 360 Upgrade

Your purchase and use of the products and services set forth in this Sales Order Form is subject to the One IDEXX Master Terms found at: [idexx.com/naterms](http://idexx.com/naterms) (the "Master Terms").

**Upon acceptance by IDEXX, this Sales Order Form and Sales Receipt is a binding agreement between the practice named above and IDEXX Distribution, Inc. on behalf of itself and its affiliates. By signing below, you agree to the terms stated above, the Master Terms and any attached accompanying documents, and you represent that (i) you are authorized to sign these documents on behalf of the practice, and (ii) the doctor listed below holds a valid license to practice veterinary medicine at the location where the equipment will be used. This Sales Order Form may be modified only by written agreement. Your order is subject to approval at IDEXX's home office. A facsimile or electronic version of your signature on this Sales Order Form and any accompanying documents shall be binding upon you when received by us.**

IHD Install Date

Digital Install Date

Jorge Ortega
Principal's Name and Title*

Principal's Signature*

Today's Date

Doctor's Name

Erin Pate

Sales Professional's Name

Sales Professional's Signature\*

\*Required fields

In Process

# IDEXX 360 Agreement



Practice Name: GUILFORD COUNTY ANIMAL SHELTER ATTN: BEVERLY BLAKE	Affiliated Practices (if any):
Address: 980 GUILFORD COLLEGE RD Greensboro, North Carolina 27409	Phone: 1-336-641-3400
SAP#: 40873	Affiliated SAP #s:

**Note: This offer, as generated on December 16, 2025 is valid for 60 days. Please sign below and return a copy to IDEXX within these 60 days.**

IDEXX is pleased to enter into this IDEXX 360 Agreement (this “Agreement”) with you. It describes our promises to each other related to your purchase of IDEXX products and services. We use the term “you” to refer to the practice and any affiliated practices named in the table above. We use the term “IDEXX” or “we” to refer to the IDEXX Laboratories, Inc. affiliate noted below. Please read this Agreement carefully and ask us any questions you may have about it.

**What IDEXX diagnostic equipment is included as part of this Agreement and how much do you need to purchase from IDEXX?**

We agree to provide you with the items, instruments and/or practice information management system implementation packages as indicated below in Column B (the “Equipment or Service”) as set forth on your associated IDEXX Sales Order Form(s) in exchange for your agreement to spend the aggregate annual minimum amount indicated below in Column D (the “Annual Minimum Purchase Amount”) each 12-month period beginning on the Start Date defined below 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 Products”). If in any contract year you reasonably determine that due to budget reductions imposed by your funding authority you will be prevented from spending the Annual Minimum Purchase Amount in such contract year, you will provide IDEXX with notice of such determination (including evidence of such budget reductions) within sixty (60) days of such reduction. Upon receipt of such notice, IDEXX shall at its option either (a) lower the Annual Minimum Purchase Amount to match your revised funding level or (b) terminate this Agreement without any further liability to you (other than obligations to pay for the Qualifying Diagnostic Products already purchased) provided that you return the Equipment undamaged (other than normal wear and tear) and in good operating condition.

A	B	C	D
Current “Baseline” Annual IDEXX Spend	Equipment or Service	Additional “Incremental” Annual IDEXX Spend	Annual Minimum Purchase Amount
Reference Lab: \$5,797 SNAP: \$19,051 VetLab: \$6,367 Software Services: \$3,037 Livestock, Poultry, Dairy: \$0 Telemedicine Services: \$ 0 <hr/> Total Baseline: \$34,252	ProCyte One® Hematology Analyzer (1)	\$6,452	<b>\$40,704</b>

List of Qualifying Products

- All Catalyst® chemistry and electrolyte slides
- All LaserCyte® reagent kits
- All ProCyte® reagent kits and stain packs
- All ProCyte One® Pay Per Run charges
- All inVue Dx™ Pay Per Run charges
- All IDEXX Reference Laboratories services for Companion Animals and Livestock, Poultry and Dairy (“LPD”)
- All SediVue Dx® Pay Per Run charges
- All VetLab® UA™ consumables
- All Coag Dx™ consumables
- SNAP® tests for Companion Animals
- All VetStat® consumables
- IDEXX Petly® Plans
- rVetLink®
- IDEXX Pet Health Network® Pro monthly subscription and postcards
- Vello™ subscriptions and postcards
- Data Backup and Recovery
- WebPACS
- All Telemedicine Services
- IDEXXCare Plus for Digital Imaging
- Neo® Software Subscription
- Cornerstone® Subscription
- SmartFlow Subscription
- ezyVet Subscription
- Vet Radar Subscription
- All LPD diagnostic consumables and test kits

You shall use Qualifying 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.

All purchases of Qualifying Products are subject to our One-IDEXX Master Terms, available at [www.idexx.com/naterms](http://www.idexx.com/naterms) and incorporated herein (the “Master Terms”). The Annual Minimum Purchase Amount is calculated net of taxes, shipping, allowances, credits and discounts. Only purchases of Qualifying Products directly from IDEXX or our authorized distributors count towards your Annual Minimum Purchase Amount (except for LPD diagnostic consumables and test kits, which must be purchased directly from IDEXX to count towards your Annual Minimum Purchase Amount).

You have been enrolled in our SDMA 360 Accelerator program, the value of each purchase of our Catalyst SDMA® Test will be doubled and applied to your Annual Minimum Purchase Amount. Purchases of our Catalyst SDMA® and Total T4 Kit are not doubled under this program.

### ***When will you own the Equipment?***

IDEXX is the owner of the Equipment and shall retain title to the Equipment unless and until you fulfill the Annual Minimum Purchase Amount for each contract year during the term of this Agreement. You will be responsible for any sales tax due at the time of transfer of ownership of the Equipment.

### ***What are your obligations with respect to the Equipment until you own it?***

Except in cases of repair at IDEXX's facilities or exchange of equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or alter it in any way. You will be responsible for any sales tax due upon transfer of ownership of the Equipment from IDEXX to you.

You agree not to damage or misuse any of the Equipment, and to protect all of the Equipment from any kind of damage or loss during the term. If any Equipment is damaged or lost for any reason, you agree at IDEXX's option either: (i) to pay to IDEXX the suggested retail list price of the Equipment as of the time of damage or loss (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which case you will own such Equipment “as is” and with all faults and defects or (ii) to pay to IDEXX the reasonable cost of repairing the Equipment. You shall promptly notify IDEXX of any loss or damage to the Equipment. You agree to keep the equipment fully insured against loss and to have IDEXX named as loss payee.

You shall not permit any security interest or other lien or encumbrance to attach to the Equipment, and shall notify us immediately if one does. You shall indemnify us against any costs, including reasonable attorneys' fees, if any security interest or other lien or encumbrance attaches to any Equipment. You authorize us to make a filing under the Uniform Commercial Code (UCC) to permit us to perfect a security interest in and/or evidence our continued ownership of the Equipment.

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

IDEXX will provide a monthly summary of your spending on Qualifying Products throughout the term of this Agreement either through a monthly statement or through <https://my.idexx.com>. If at any point you are at risk of not meeting your

Annual Minimum Purchase Amount for such contract year, you will have an opportunity to purchase such Qualifying 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 Products, you agree that IDEXX may retroactively charge you the difference between the amount of your actual net spending on purchases of Qualifying Products during such contract year and the Annual Minimum Purchase Amount (the “*shortfall*”). If you fail to meet your Annual Minimum Purchase Amount in spending on purchases of Qualifying Products in multiple contract years, IDEXX reserves the right to charge you for the shortfall monthly or quarterly, as opposed to annually. Notwithstanding anything to the contrary in this Agreement, any portion of any shortfall solely attributable to a reduction in spending on SNAP tests will not be invoiced. Also, in the first contract year, you will not be invoiced for any shortfall so long as you spend at least 70% of the Annual Minimum Purchase Amount on purchases of Qualifying Products. A failure to spend at least 70% of the Annual Minimum Purchase Amount on purchases of Qualifying Products in the first contract year will be addressed as set forth in the Worry Free First Year Commitment section below. If you fail to timely pay the shortfall as provided above: (i) IDEXX reserves the right to charge you for the then-current suggested retail list price of the Equipment as of the time of such charge (depreciated on a straight-line basis over 6 years and pro-rated monthly), in which event you will own the Equipment upon IDEXX’s receipt of all payments due, and (ii) if such nonpayment of the shortfall occurs in 2 consecutive years, IDEXX reserves the right to demand, and you shall, return of the Equipment to IDEXX undamaged (other than normal wear and tear) and in good operating condition.

#### Worry Free First Year Commitment

IDEXX will not charge you for any shortfall amount in the first contract year. Our flexible options give you more time to meet your commitment. Instead, any such shortfall will be addressed as follows:

If you check “Yes” below under the “Autorenewal/IDEXXCare Plus Coverage option” (the “*autorenewal section*”), and you do not provide IDEXX notice of non-renewal prior to the first renewal term as provided in the autorenewal section below, the first contract year shortfall will be covered by the renewal term and you will not be required to make a payment for the shortfall.

If you check “No” under the autorenewal section, or you check “Yes” and you later provide IDEXX notice of non-renewal prior to the first renewal term, then you agree that you will compensate IDEXX for the shortfall in one of the three following options:

1. Purchase of Qualifying Products in the amount of the shortfall in the twelve-month period following the term of this Agreement.
2. One-time payment of the shortfall by the last day of the initial term of this Agreement.
3. Payment of the shortfall in twelve monthly payments (no interest) following the last day of the initial term of this Agreement.

You will be automatically enrolled in option #1, but you may elect options #2 or #3 if you notify IDEXX in writing of your election at least 45 days prior to the end of the initial term of the Agreement. If you choose options #2 or #3, you may also pay the shortfall at any time prior the end of this Agreement. If option #1 applies and you do not purchase a sufficient amount of Qualifying Products to meet the shortfall within the twelve-month period following the term of this Agreement, then IDEXX may charge you the difference to meet the shortfall.

\_\_\_\_\_ Customer's Initials

#### **What reference laboratory services and benefits 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*”). We update the Directory from time to time. You may access the current Directory at [www.vetconnectplus.com](http://www.vetconnectplus.com) or request a copy through IDEXX Online Orders.

#### **What additional partner benefits will IDEXX provide in connection with its reference laboratory services?**

As a result of the ongoing investment we make in research and development, IDEXX Reference Laboratories offers many other partner benefits to help support the success and growth of your practice, and the engagement and development of your staff. At this time, these partner benefits include:

- IDEXX VetConnect® PLUS - Access to our cloud-based mobile application which provides real-time, integrated diagnostic results, as well as the ability to trend them for more informed clinical decision making;
- IDEXX Learning Center - Access to our robust and diversified library of educational courses and classes, which provide the opportunity to earn continuing education credits for you and your entire staff; and



- Real Time Medical Consulting – Access to our internal medicine consultants, who are a phone call away and provide real-time medical consulting on challenging cases and clinical situations.

As a leader in veterinary diagnostics, IDEXX is committed to continuing to invest in innovations that help support the growth and success of your practice and, as an IDEXX partner, you will enjoy access to these benefits as we make them available. As our partner benefits change from time to time, we will provide you with updates as changes occur.

**What discounted prices will you pay for lab services?**

The pricing schedule(s) attached to this Agreement shows your initial pricing for reference laboratory services, including any discounts applicable to you. Your pricing will periodically change when our list prices change. We will notify you when your prices are changing.

**Do you need to buy all of your reference laboratory services from IDEXX?**

During the term of the agreement, you agree to purchase all of your reference laboratory services from IDEXX. You may, however, use a non-IDEXX reference laboratory (for items such as tests IDEXX does not offer), so long as the fees paid to the other reference laboratory service providers are less than 10% of your total reference laboratory services fees, measured on an annual basis. This is referred to as the “*Exclusivity Requirement*.” 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 the Exclusivity Requirement, such information to be used solely to verify such compliance.

**What is the term of this Agreement?**

This Agreement has an initial term of 6 years, beginning on the first day of the calendar month following IDEXX’s processing of the delivery and acceptance of your in-house Analyzer (s) (“Start Date”) (or, if you are not receiving in-house Analyzers, your Diagnostic Imaging System or, if you are not receiving a Diagnostic Imaging System, your Cornerstone Software System Package, or the first day of the month following your ezyVet Go-Live Date, as applicable) (the “initial term”). You and IDEXX are agreeing to honor this Agreement for its full term and, except as expressly set forth herein, are not agreeing to any early termination rights.

Autorenewal/IDEXXCare Plus Coverage option: By checking “yes” below, you agree that after the end of the initial term, this Agreement will automatically renew for up to 3 successive one-year periods (each, a “*renewal term*”) unless either party to this Agreement gives the other party 60 days’ prior written notice of non-renewal before the end of the initial term or latest renewal term, as applicable. If you select this option, you will receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers (including the IDEXX in-house Analyzers among the Equipment and any other in-house Analyzers in your practice) that remain active and connected to SmartService at no additional cost to you during each renewal term. If you do not select this option, the Agreement will end after the initial term, and you will be responsible for payment of any IDEXXCare Plus coverage thereafter.

Yes

No

\_\_\_\_\_ Customer’s Initials

**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 (including failure to meet your Annual Minimum Purchase Amount) and 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 at law or equity, IDEXX may require that you immediately pay the Annual Minimum Purchase Amount(s) due for the remainder of the term of this Agreement.

\_\_\_\_\_ Customer’s Initials

**What other terms apply to this Agreement?**

During the first year after you receive the Equipment, the Equipment is covered by IDEXX’s limited warranty as set forth in the Master Terms, and for the remainder of the term of this Agreement, the Equipment is covered by our IDEXXCare Plus coverage at no additional cost to you. You will also receive IDEXXCare Plus coverage for all of your IDEXX in-house Analyzers that remain active and connected to Smartservice, at the time of signature, at no additional cost to you during the term.

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.

The foregoing terms are subject to the Additional Terms and Conditions that start on the next page, which are incorporated into this Agreement.

By signing below, you agree to all the terms above, the Additional Terms and Conditions, the Master Terms, and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the practice(s) named below. You also acknowledge that before execution of this Agreement IDEXX offered to sell you the Qualifying Diagnostic Products and/or to sell or lease you the Equipment and/or Service, separately, and that you declined those offers and accepted the terms of this Agreement instead.

**IDEXX DISTRIBUTION, INC.**

By: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Signer's Title: Sales Support Manager

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

**GUILFORD COUNTY ANIMAL SHELTER ATTN:  
BEVERLY BLAKE**

By: \_\_\_\_\_

(Practice Signature)

Jorge Ortega

Signer's Name: \_\_\_\_\_

Signer's Title: \_\_\_\_\_

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

IDEXX 360 Point of Contact Name:

Jorge Ortega

IDEXX 360 Point of Contact Email:

Jortega1@guilfordcountync.gov

In Process

## IDEXX 360 Agreement - Additional Terms and Conditions

**1. Assignment.** As this is a binding agreement, the sale or other transfer of your practice does not end your obligations under this Agreement unless you assign them to another party, that party agrees to assume your obligations, and IDEXX consents to the assignment and assumption. You agree to provide IDEXX at least thirty days written notice of any anticipated assignment. In turn, we will not unreasonably withhold our consent to your assignment and definitive assumption of this Agreement by another party. 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 required for you to fully perform under this Agreement, and any change in ownership of any of the practices listed on page 1 such that the persons or entities that control such practice(s) as of the Start Date no longer control such practice(s). "Control" means (a) the possession, directly or indirectly, of the power to direct the management of the practice(s) or (b) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the practice(s).

**2. Entire Agreement.** This Agreement, together with our Master Terms, the Directory (if applicable), and any separate Confidential Disclosure Agreement you have entered into with IDEXX are the entire agreement between us, and supersede all prior agreements related to the subject matter hereof. This Agreement, together with our Master Terms 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.

\_\_\_\_\_ Customer's Initials

**3. Performance Excuse.** Neither party to this Agreement is liable for any failure or delay to perform due to strikes (legal or illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, or any other causes beyond its control, provided that the party whose performance is impacted by such an occurrence provides notification of such an occurrence to the other party as soon as reasonably practicable and tries diligently to end the failure or delay and minimize its impact.

**4. Prevailing Party; Legal Fees.** The prevailing party in any legal actions shall be entitled to an award of its reasonable legal fees and costs.

**5. 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.

**6. Miscellaneous.** This Agreement creates an independent contractor relationship and nothing 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.

**7. Notices.** Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party as follows: If to you, to the address on the first page of this Agreement; If to IDEXX, to IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, ME 04092, ATTN: CAG Sales Support Manager; 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, return receipt requested. 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.

**8. 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.

**Schedule 1**  
**2026 Pricing**

You may obtain a list of your current discounted prices at any time by contacting IDEXX.

<b>CODE</b>	<b>TEST</b>	<b>PRICE</b>
2524	Respiratory Disease (CRD) RealPCR™ Panel (Comprehensive) - Canine	\$ 96.78
713	Parvovirus, Fecal Antigen by ELISA-Canine	\$ 22.98
7217	Large Complex/Whole Organ Biopsy	\$ 318.12

In Process



December 15, 2025

GUILFORD COUNTY ANIMAL SHELTER ATTN: BEVERLY BLAKE  
980 GUILFORD COLLEGE RD  
Greensboro, NORTH CAROLINA, 27409

Thank you for the recent opportunity to discuss your practice's needs and goals. The following pages summarize our discussions and the IDEXX products and services that can help you meet these objectives.

I would appreciate the opportunity to discuss this with you further. Please let me know if you have any questions in the meantime.

Regards,

Erin Pate  
erin-pate@idexx.com  
Veterinary Diagnostic Consultant

In Process

40873 Contract #: Q-48846 December 15, 2025 - Quote valid until January 30, 2026

GUILFORD COUNTY ANIMAL SHELTER ATTN: BEVERLY BLAKE - 980 GUILFORD COLLEGE RD - Greensboro, NORTH CAROLINA 27409 UNITED STATES

MY ORDER	PRICE
<b>IHD Analyzer</b>	
SNAP Pro Instrument (3)	\$4,785.00
Delivery Fee: VetLab Other	\$58.45
<b>IDEXX CarePlus (Rolled into Deal)</b>	
Care Plus: SNAP Pro - 2 Year(s)	\$563.22
<b>Price from above<sup>‡</sup></b>	<b>\$5,406.67</b>
<b>Subtotal</b>	<b>\$5,406.67</b>
Additional Discount	(\$5,406.67)
<b>Total Discount<sup>‡</sup></b>	<b>(\$5,406.67)</b>
<b>Amount Due<sup>‡</sup></b>	<b>\$0.00</b>
‡ taxes not included	

Congratulations on your participation in the following:

- All IDEXX instruments include a one year warranty
- SNAP Pro™ Agreement – Shelters

Accompanying Documents: SNAP Pro™ Agreement – Shelters,

In Process

Your purchase and use of the products and services set forth in this Sales Order Form is subject to the One IDEXX Master Terms found at: [idexx.com/naterms](http://idexx.com/naterms) (the "Master Terms").

Upon acceptance by IDEXX, this Sales Order Form and Sales Receipt is a binding agreement between the practice named above and IDEXX Distribution, Inc. on behalf of itself and its affiliates. By signing below, you agree to the terms stated above, the Master Terms and any attached accompanying documents, and you represent that (i) you are authorized to sign these documents on behalf of the practice, and (ii) the doctor listed below holds a valid license to practice veterinary medicine at the location where the equipment will be used. This Sales Order Form may be modified only by written agreement. Your order is subject to approval at IDEXX's home office. A facsimile or electronic version of your signature on this Sales Order Form and any accompanying documents shall be binding upon you when received by us.

IHD Install Date
------------------

Digital Install Date
----------------------

Jorge Ortega Jorge Ortega
Principal's Name and Title*

Principal's Signature*
------------------------

Today's Date
--------------

Doctor's Name
---------------

Erin Pate
Sales Professional's Name

Sales Professional's Signature*

*Required fields
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In Process



## IDEXX SNAP Pro® Agreement

Shelter Name: GUILFORD COUNTY  
ANIMAL SHELTER ATTN: BEVERLY  
BLAKE

Shelter Owner:

Address: 980 GUILFORD COLLEGE RD

City: Greensboro

State: NORTH CAROLINA

Zip Code: 27409

Phone Number:

Fax Number:

SAP#: 40873

IDEXX Distribution, Inc. is please to enter into this SNAP Pro® Agreement (this "*Agreement*") with you. It describes our promises to each other related to your purchase of IDEXX SNAP Pro® equipment and SNAP® tests. We use the term "you" and "your" to refer to the shelter named in the table above. The words "we", "us", "our" and "IDEXX" refer, collectively, to IDEXX Distribution, Inc., which is the owner and supplier of the IDEXX diagnostic equipment and products you are receiving in connection with this Agreement, and its affiliates. Please read this Agreement carefully and ask us any questions you may have about it.

### ***What IDEXX diagnostic equipment is included as part of this Agreement?***

IDEXX has agreed to provide you with the following IDEXX equipment: 3 SNAP Pro® Instrument(s) and wireless router(s) (the "*Equipment*"), subject to the One IDEXX Master Terms found at [idexx.com/naterms](http://idexx.com/naterms) (the "*Master Terms*"). Upon delivery, you will be the owner of the Equipment and have title to the Equipment. You will not sell, lease, transfer or assign the Equipment to any other party during the term of this Agreement. Except in cases of repair at IDEXX's facilities or exchange of Equipment by IDEXX, you will keep and use the Equipment only at your address shown above and not remove it from that address or alter it in any way.

### ***What is your purchasing obligation under this Agreement?***

In consideration of our agreement to provide you with the Equipment, you agree to purchase SNAP® tests available from among those listed on Schedule 1 from IDEXX or its authorized distributors in the quantities described below, subject to our Master Terms or the distributors' standard terms and conditions of sale, as the case may be.

### ***How many SNAP® Tests do you need to purchase from IDEXX?***

You agree to purchase a total of at least 900 (# Tests) SNAP® tests during each year of this Agreement (the "*Annual Commitment*"), beginning on the first day of the calendar month after delivery and acceptance of the Equipment (the "*Start Date*"). You may not sell or transfer any products purchased under this Agreement to any hospital not under your ownership. If you do, the transferred products will not count toward your Annual Commitment.

### ***What additional partner benefits will IDEXX provide?***

As a result of the ongoing investment we make in research and development, IDEXX offers many other partner benefits to help support the success and growth of your shelter, and the engagement and development of your staff. At this time, these partner benefits include:

- **IDEXX VetConnect® Plus** - Access to our cloud-based mobile application which provides real-time, integrated diagnostic results, as well as the ability to trend them for more informed clinical decision making;
- **IDEXX Learning Center** - Access to our robust and diversified library of educational courses and classes, which provide the opportunity to earn continuing education credits for you and your entire staff, and
- **Real Time Medical Consulting** - Access to our internal medicine consultants, who are a phone call away and provide real-time medical consulting on challenging cases and clinical situations.



As the leader in veterinary diagnostics, IDEXX is committed to continuing to invest in innovations that help support the growth and success of your shelter and, as an IDEXX partner, you will enjoy access to these benefits as we make them available. As our partner benefits change from time to time, we will provide you with updates as changes occur.

***What is the term of this agreement?***

The term of this Agreement begins as of the date both parties have signed it and ends on the day immediately prior to the 37 month anniversary of the Start Date (the "*End Date*"). If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement. You and IDEXX are agreeing to honor this Agreement for the full term and, except as expressly set forth herein, are not agreeing to any early termination rights.

***What happens if you do not meet your obligations under this Agreement?***

IDEXX is here to support your shelter and our shared commitment to better veterinary care as part of providing you the Equipment and SNAP® tests 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 (including a failure to meet your Annual Commitment) and we are unable to resolve the matter amicably in what we believe is a reasonable timeframe, IDEXX may invoice you for, and you agree to pay, the full value of the Equipment and any associated IDEXX Care Plus coverage, plus sales tax and any discounts you may have received specifically related to this Agreement.

***What other terms apply to this Agreement?***

The Additional Terms and Conditions that start on the next page apply to, and are incorporated into, this Agreement.

*[signature page follows]*

In Process

By signing below, you agree to all the terms above, the Additional Terms and Conditions and the Master Terms, and you confirm that you are signing on behalf of, and are authorized to sign on behalf of, the legal entity(ies) that own the practice(s) named in the table on page 1.

**IDEXX DISTRIBUTION, INC.**

**Shelter Name(s):**

By:

By:

\_\_\_\_\_  
(IDEXX Signature)

\_\_\_\_\_  
(Shelter Signature)

Signer's  
Name:

Erin Pate

Signer's Name:

Jorge Ortega  
Jorge Ortega

Signer's Title:

VDC

Signer's Title:

Date Signed:

Date Signed:

In Process

## IDEXX SNAP Pro® Agreement Additional Terms and Conditions

- 1. Assignment.** As this is a binding agreement, a sale or other transfer of your shelter does not end your obligation under this Agreement unless you assign them to another party, that party agrees to assume your obligations, and IDEXX consents to the assignment and assumption. You agree to provide IDEXX at least thirty days written notice of any anticipated assignment. In turn, we will not unreasonably withhold our consent to your assignment and definitive assumption of this Agreement by another party. 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 required for you to fully perform under this Agreement, and any change in ownership of any of the shelter(s) listed on page 1 such that the persons or entities that control such shelter(s) as of the Start Date no longer control such shelter(s). "Control" means (a) the possession, directly or indirectly, of the power to direct the management of the shelter(s) or (b) the ownership, directly or indirectly, of at least 50% of the securities or other ownership interest of the shelter(s).
- 2. Entire Agreement:** This Agreement, together with the Sales Order Form, the Master Terms and any separate Confidential Disclosure Agreement you have entered into with IDEXX, are the entire agreement between us with respect to the subject matter hereof. This Agreement, together with our Master Terms does not supersede or terminate any obligation you may have with IDEXX or with any third party with respect to your reference laboratory services or your current equipment and by entering into this Agreement, you represent that you can comply with your obligations hereunder without violating any other agreement you have.
- 3. Warranty and IDEXX Care Plus Coverage.** During the first year, the Equipment is covered by IDEXX's limited warranty, and for the remainder of the term, the Equipment is covered by our IDEXX Care Plus coverage, which is provided to you at no additional cost pursuant to your Sales Order Form. At the end of the term, IDEXX will automatically renew your IDEXX Care Plus coverage, and will invoice you for such coverage at the rates then in effect. Following the end of the term, you may cancel IDEXX Care Plus coverage by providing written notice to IDEXX as provided in the Offering Specific Terms for IDEXX Care Plus under the Master Terms.
- 4. Performance Excuse.** Neither you nor IDEXX is liable for any failure or delay to perform due to strikes (legal and illegal), lockouts, fires, floods or water damage, natural disasters, riots, government acts or orders, interruption of transportation, or any other similar causes beyond its control, provided that the party whose performance is impacted by such occurrence provides notification of such an occurrence to the other party as soon as reasonably practicable and tries diligently to end the failure or delay and minimize its impact.
- 5. Prevailing Party; Legal Fees.** The prevailing party in any legal actions shall be entitled to an award of its reasonable legal fees and costs.
- 6. 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.
- 7. Miscellaneous.** This Agreement creates an independent contractor relationship and nothing 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.
- 8. Notices.** Each party shall deliver notices, requests, consents and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party as follows: If to you, to the address on the first page of this Agreement; If to IDEXX, to IDEXX Laboratories, Inc., One IDEXX Drive, Westbrook, ME 04092, ATTN: CAG Sales Support Manager; 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, return receipt requested. A Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.
- 9. English Language (Québec only).** The parties confirm that 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.
- 10. Customer Certification:** By signing and accepting this Agreement, you acknowledge that before execution of this Agreement IDEXX offered to sell consumable products and/or to sell or lease to you the Equipment separately, and that you declined those offers and accepted the terms of this Agreement instead.

<b>Schedule 1</b>
<b>SNAP® Tests</b>
SNAP® Feline Triple®
SNAP® FIV/FeLV Combo
SNAP® Heartworm
SNAP® Parvo
SNAP® FeLV
SNAP® 4Dx® Plus
SNAP® <i>Giardia</i>
SNAP® cPL™
SNAP® fPL™
SNAP® Feline proBNP®

In Process