



**GUILFORD COUNTY CONTRACT NO. 90260287**  
**Parent Contract No. N/A**

**THIS CONTRACT (“Contract”) is hereby made, entered into, and effective as of May 15 , 2026, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and IDEXX DISTRIBUTION, INC. , hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”**

**W I T N E S S E T H:**

**WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.**

**WHEREAS, the COUNTY is in need of IDEXX products and services and diagnostic laboratory equipment, including the ProCyte One® Hematology Analyzer and qualifying affiliated products, the IDEXX SNAP Pro® Equipment and SNAP® tests, and IDEXX CarePlus, and,**

**WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.**

**NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:**

**1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the IDEXX 360 Agreement (Attachment A), the IDEXX SNAP Pro® Agreement (Attachment B), and the Proposal (Attachment C) (collectively, “CONTRACTOR’s Agreements”), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR’S Agreements and/or the Contract, the first six (6) pages of this Contract shall prevail and control.

**2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR’S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in CONTRACTOR’s Agreements, which are attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

**3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$50,000.00 per year (\$300,000.00 over the six (6) year term). Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.

**4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. §153A-13.

**5. TERM.** Unless terminated as provided herein, the term of each agreement covered by this Contract is provided in such agreement under CONTRACTOR’s Agreements.

**6. AMENDMENTS.** The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

**7. TERMINATION.**

**TERMINATION FOR CAUSE.**

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

**8. BREACH.** If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

Data Breach Notification and Associated Costs: Where a breach or unauthorized release, as defined in N.C.G.S. § 75-65 or in any other state or federal regulation, is attributed to CONTRACTOR, the CONTRACTOR shall be responsible to pay for or promptly reimburse COUNTY for the full cost of the notifications, including any associated legal fees, either through the third party's cyber liability insurance provider or through their own entity funds.

**9. EQUAL EMPLOYMENT OPPORTUNITIES.** GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and shall ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the State of North Carolina Equal Employment Opportunity Policy rev. 2025, along with all other applicable federal and state laws governing equal employment opportunities.

**10. FEDERAL FUNDING – UNIFORM GUIDANCE.** The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

**11. NOTICES.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Victor Isler, Guilford County Manager  
GUILFORD COUNTY  
P.O. Box 3427 (zip code 27402)  
301 West Market Street  
Greensboro, NC 27401

Todd Kasler  
Sr. Veterinary Diagnostic Specialist  
IDEXX Distribution, Inx.  
One IDEXX Drive  
Westbrook, Maine 04092

**12. INDEPENDENT CONTRACTOR/INDEMNIFICATION** CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law. The COUNTY shall not be liable or responsible for indemnifying or holding harmless the CONTRACTOR or any CONTRACTOR’s employees or agents.

**13. ASSUMPTION.** If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and

address of the assuming CONTRACTOR'S registered agent for service of process and/or all notices required under this Contract.

**14. SEVERABILITY.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

**15. FORCE MAJEURE.** Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

**16. HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

**17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.**

**WORKERS COMPENSATION:** CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

**BUSINESS AUTO LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

**COMMERCIAL GENERAL LIABILITY:** CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and a contractual liability endorsement.

**UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS:** All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR General Liability insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior post to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

**GUILFORD COUNTY**

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. 90260287

With CONTRACTOR'S NAME: IDEXX Distribution, Inc.

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

**18. COUNTY'S SELF-INSURANCE.** Notwithstanding any provision of this Contract or any incorporated attachment, exhibit, or CONTRACTOR form to the contrary, to the extent the COUNTY is required to obtain or maintain any insurance coverage required by CONTRACTOR, the COUNTY's participation in a self-funded insurance program shall be deemed satisfactory and in full compliance with such requirements. The Parties agree that the COUNTY's self-insurance program provides coverage and protection that is equal to or greater than the types and limits of coverage otherwise required under this Contract. The COUNTY shall not be required to purchase commercial insurance, name additional insureds, or provide certificates of insurance except to the extent expressly required by North Carolina law. Upon request, the COUNTY shall provide a letter from its Risk Management Department describing the COUNTY's self-funded insurance program and any applicable purchased coverage.

**19. ENTIRE AGREEMENT.** This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

**20. JURISDICTION and VENUE.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. All actions filed under this Contract shall be filed in Guilford County Superior Court.

(The remainder of this page is intentionally left blank.  
This Contract continues with signatures on the following page.)



**ATTACHMENT A**

**GUILFORD COUNTY CONTRACT NUMBER 90260287**

**IDEXX 360 Agreement**



Practice Name: GUILFORD COUNTY ANIMAL SHELTER	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 March 25, 2026 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: \$4,010 SNAP: \$22,852 VetLab: \$8,736 Software Services: \$4,049 Livestock, Poultry, Dairy: \$0 Telemedicine Services: \$ 0 Total Baseline: \$39,647	ProCyte One® Hematology Analyzer (1)	\$7,345	\$46,992

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
- Veterinary Software Support
- 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.

### ***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 initial 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 intentionally damage or misuse any of the Equipment, and to reasonably protect all Equipment from any kind of damage or loss during this term. If any Equipment is intentionally 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.

#### 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 SERVICES**

By: \_\_\_\_\_  
(Practice Signature)

Signer's Name: Toy Beeninga

Signer's Title: Guilford County Deputy Manager

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

IDEXX 360 Point of Contact Name:

Jorge Ortega

IDEXX 360 Point of Contact Email:

\_\_\_\_\_

## 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. Such a Notice shall be transmitted by personal delivery, nationally recognized overnight courier that provides a receipt, certified or registered mail, return receipt requested. IDEXX may also provide a Notice to you through electronic mail ("email"), electronic signature platform, or other electronic message sent to you at the email address you have provided to IDEXX in connection with this Agreement or to such other email address as you may from time to time specify in writing to IDEXX. A Notice is effective only (a) upon receipt by the receiving party or (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**  
**Initial 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
BCX2	Complex Biopsy with 1 additional site	\$ 418.12

## 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 your 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. Such a Notice shall be transmitted by personal delivery, nationally recognized overnight courier that provides a receipt, certified or registered mail, return receipt requested. IDEXX may also provide a Notice to you through electronic mail ("email"), electronic signature platform, or other electronic message sent to you at the email address you have provided to IDEXX in connection with this Agreement or to such other email address as you may from time to time specify in writing to IDEXX. A Notice is effective only (a) upon receipt by the receiving party or (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.

**ATTACHMENT B**



March 25, 2026

GUILFORD COUNTY ANIMAL SERVICES ATTN: DENE' FINERTY980  
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

40873

Contract #: Q-55702

March 25, 2026 - Quote valid until April 30, 2026

GUILFORD COUNTY ANIMAL SERVICES ATTN: DENE'FINERTY - 980 GUILFORD COLLEGE RD - Greensboro, NORTH CAROLINA 27409 UNITED STATES

MY ORDER

PRICE

IHD Analyzer

SNAP Pro Instrument (2)	\$3,190.00
Delivery Fee: VetLab Other	\$61.45

IDEXXCare Plus (Rolled into Deal)

Care Plus: SNAP Pro(2) - 2 Year(s)	\$375.48
------------------------------------	----------

Price from above + \$3,626.93

Subtotal \$3,626.93

Additional Discount (\$3,626.93)

Total Discount + (\$3,626.93)

Amount Due + \$0.00

‡ 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,

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) a doctor employed or retained by Guilford County 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

Principal's Name and Title\*

Principal's Signature\*

Today's Date

Sales Professional's Name

Sales Professional's Signature\*

\*Required Fields IDEXX Agreement 7/11/25



## IDEXX SNAP Pro™ Agreement

Shelter Name: GUILFORD COUNTY      Shelter Owner:  
ANIMAL SERVICES      ATTN:  
DENE'FINERTY

Address: 980 GUILFORD COLLEGE RD      City: Greensboro      State: NORTH CAROLINA      Zip Code: 27409

Phone Number:      Fax Number:      SAP#: 40873

IDEXX Distribution, Inc. is pleased 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: 2 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 600 (# 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]*

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.**

**GUILFORD COUNTY, on behalf of GUILFORD COUNTY ANIMAL SERVICES**

**Shelter Name(s):**

By:

By:

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

\_\_\_\_\_

Erin Pate

Toy Beeninga

Name: \_\_\_\_\_

\_\_\_\_\_

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

Guilford County Deputy Manager

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

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

By:

\_\_\_\_\_  
Jorge Ortega  
Guilford County Department Director

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

## 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™
SNAP™ Lepto (US Only)

**ATTACHMENT C**



March 25, 2026

GUILFORD COUNTY ANIMAL SERVICES ATTN: DENE'FINERTY 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



40873

Contract #: Q-55681

March 25, 2026 - Quote valid until April 30, 2026

GUILFORD COUNTY ANIMAL SERVICES ATTN: DENE'FINERTY - 980 GUILFORD COLLEGE RD - Greensboro, NORTH CAROLINA 27409 UNITED STATES

MY ORDER	PRICE
<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>Subtotal</b>	
<b>\$23,644.44</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>	
<small>‡ taxes not included</small>	

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) a doctor employed or retained by Guilford County 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

Principal's Name and Title*

Principal's Signature*

Today's Date

Erin Pate
Sales Professional's Name

Sales Professional's Signature*

\*Required fields