



BIOMÉRIEUX VISION SUITE Additional Terms and Conditions – Trends

1. APPLICABILITY

These BIOMÉRIEUX VISION SUITE Additional Terms and Conditions - Trends ("**Trends Additional Terms**") apply to Trends only and supplement the General Terms. In the event of a conflict between these Trends Additional Terms and the General Terms, these Trends Additional Terms shall control.

2. DEFINITIONS

- 2.1 "**Agreement**" shall have the meaning set forth in the General Terms.
- 2.2 "**Anonymization**" shall mean the processing of Data so as to result in Anonymized Data or De-identified Data, as applicable.
- 2.3 "**Anonymized Data**" shall have the meaning set forth in the General Terms.
- 2.4 "**Applicable Law**" shall have the meaning set forth in the General Terms.
- 2.5 "**bioMérieux**" shall have the meaning set forth in the General Terms.
- 2.6 "**bioMérieux Solution**" shall have the meaning set forth in the General Terms.
- 2.7 "**Customer**" shall have the meaning set forth in the General Terms.
- 2.8 "**Data**" shall have the meaning set forth in the General Terms.
- 2.9 "**Data Privacy Laws**" shall have the meaning set forth in the General Terms.
- 2.10 "**Data Processing Terms**" shall have the meaning set forth in the General Terms.
- 2.11 "**De-identified Data**" shall have the meaning set forth in the General Terms.
- 2.12 "**General Terms**" shall mean the BIOMÉRIEUX VISION SUITE General Terms and Conditions.
- 2.13 "**Instrument**" shall have the meaning set forth in the General Terms.
- 2.14 "**Patient**" shall have the meaning set forth in the General Terms.
- 2.15 "**Trends**" shall mean Trends, namely, the bioMérieux Solution that comprises an epidemiology network that collects, compiles, and displays real-time pathogen results detected by connected bioMérieux Instruments from laboratories and hospitals across the globe.

3. ADDITIONAL TERMS AND CONDITIONS

- 3.1 **Customer's Access to Trends.** bioMérieux may provide Customer with access to the Trends software, as well as a secure web portal, enabling Customer to participate in Trends.
- 3.2 **bioMérieux's Access to Trends Data.** As a condition of Customer's access to Trends, Customer will provide bioMérieux with Data based on or derived from results generated by Customer's connected Instruments ("**Trends Data**").
- 3.3 **Anonymization of Trends Data.** Customer acknowledges and agrees that the process of Anonymization resulting in Anonymized Data or De-identified Data as applicable, shall occur prior to the commitment of the Anonymized Data or De-identified Data to long-term storage on the cloud-hosted Trends database. To the extent required by applicable Data Privacy Laws, Customer grants bioMérieux authorization to process Trends Data to the extent required in order to generate Anonymized Data or De-identified Data as applicable. The processing of Trends Data as part of the Anonymization process shall be subject to applicable Data Processing Terms.
- 3.4 **Customer's Access to Trends Data.** Customer will be able to access and analyse pertinent Trends Data through Trends reports and a web-based dashboard.
- 3.5 **Additional Permitted Uses.** In addition to the uses specified in Section 8.2(a) of the General Terms, Customer acknowledges that the Anonymized Data or De-identified Data as applicable, may be used, disclosed, and published for pathogen circulation and related epidemiological purposes, and for public health surveillance purposes.
- 3.6 **Prohibited Uses.** bioMérieux shall not re-identify, attempt to re-identify, or make any effort to contact the individuals represented by Anonymized Data or De-identified Data as applicable. bioMérieux will not engage in any efforts to re-identify an individual and will not alter or modify Trends software so that it can be used to identify an individual.
- 3.7 **Customer Representations.** As a condition for bioMérieux granting access to Customer to Trends, Customer warrants and represents that:
 - (a) it serves a Patient population of at least two thousand (2,000);
 - (b) it has authorization or the legal basis to disclose Trends Data to bioMérieux and, where applicable, it has obtained all required consents and authorizations required to disclose Trends Data to bioMérieux; and
 - (c) it has or will provide notices to Patients that are compliant with Applicable Law to the extent such notices are required.