bioMérieux CODEX™ Additional Terms and Conditions

THESE BIOMÉRIEUX CODEX™ ADDITIONAL TERMS AND CONDITIONS ("CODEX ADDITIONAL TERMS") SHALL APPLY TO CODEX™ AND SHALL SERVE AS A SUPPLEMENT TO THE BIOMÉRIEUX PHARMA QUALITY CONTROL BUSINESS UNIT SOFTWARE GENERAL TERMS AND CONDITIONS ("GENERAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN THE CODEX ADDITIONAL TERMS AND THE GENERAL TERMS, THE CODEX ADDITIONAL TERMS SHALL CONTROL.

ANY CAPITALIZED TERMS NOT DEFINED IN THESE CODEX ADDITIONAL TERMS SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE GENERAL TERMS.

A. ADDITIONAL DEFINITIONS

1. **"CODEX Accessories"** shall mean the accessories sold by bioMérieux (e.g., barcode scanners and cables) that are used with the CODEX Hardware by the Customer.

2. **"CODEX Add Ons"** shall mean optional and billable software components, including enhancements or new features, that are not part of the CODEX core offer and extend the functionality of CODEX Software, beyond the data management of sterility solutions, made available to the Customer by bioMérieux.

3. **"CODEX Configuration"** means the CODEX Software, and CODEX Services provided to Customer.

4. **"CODEX Database"** is a structured collection of data designed to store, manage, and retrieve information electronically for the CODEX Software.

5. **"CODEX Hardware"** means the hardware platform (CODEX Server, PC or Virtual Machine) provided by the Customer on which the CODEX Software is installed.

6. **"CODEX Installation Services"** means the performance by bioMérieux of the installation and maintenance services of CODEX Software on the Customer's IT Environment.

7. **"CODEX Server"** means a computer provided by the Customer that hosts the CODEX Software.

8. **"CODEX Services"** means the services provided by bioMérieux to Customer in support to the CODEX Software. The CODEX Services shall include, but are not necessarily limited to, integration/installation, training, qualification and maintenance.

9. **"CODEX Services Fee"** means the amount hereof which is to be paid by Customer to bioMérieux in consideration of the CODEX Services and/or the CODEX Hardware Services, as the case may be. The breakdown of CODEX Services Fee is set forth in the Order Documentation.

10. **"CODEX Software"** means a machine-executable copy of the object code of the CODEX microbiology middleware solution and any related user manual, documentation or training materials, in either printed or electronic form, embodying any modifications, enhancements, updates, new releases and/or new versions.

11. **"CODEX Software Upgrade"** means the CODEX Software Version with major new operational and technical functionalities.

12. **"CODEX Software Update"** means successive editions of the same CODEX Software Version issued with minor corrections, adaptations or changes.

13. **"CODEX Software Version"** means the combination of the operational and technical functionalities of the CODEX Software.

14. "**Remote Services**" means the essential elements required for the effective execution of the CODEX Services such as but not limited to CODEX user training, CODEX Software Updates, and other appropriate uses of the CODEX Software as described in the bioMérieux General Maintenance and Repair Conditions and Remote Services Agreement.

15. **"Remote Services Agreement"** means the contractual document outlining the Remote Services.

16. **"Virtual Machine"** means the Virtual Machine platform provided by Customer on which the CODEX Software is installed.

B. ADDITIONAL TERMS AND CONDITIONS

1. **Access.**

a. At bioMérieux's sole discretion and election, access to CODEX Software and related products, features or services shall be granted to Customer as a Subscription as set forth below and summarized in the attached Schedule

b. Subscription. The Subscription shall cover (i) CODEX Software and (ii) CODEX Installation Services and support, as mandatory offerings during the Term of the Subscription. At Customer's election, and where available, the Subscription may also cover other modules as optional offering or CODEX Add Ons.

2. **Use of CODEX Software.**

a. Customer shall use the CODEX Software only on dedicated CODEX Hardware or Virtual Machine.

b. Customer may physically transfer the CODEX Software from one CODEX Hardware or Virtual Machine to another, provided that the CODEX Software is used on only one instance of CODEX Hardware or Virtual Machine at a time and that the hardware platform is validated by bioMérieux.

c. Except as restricted in the applicable Documentation, Customer may access the CODEX Software via network application.

d. Without prejudice to the rights granted to Customer, Customer agrees to not install any third-party program not approved by bioMérieux on a CODEX Hardware, nor make any modification to the CODEX Software without the prior written approval of bioMérieux or following written recommendations provided by bioMérieux.

e. In the event that the use of CODEX Software requires hardware upgrades or modifications, Customer shall be solely responsible for such upgrade or modification costs.

f. Customer acknowledges and agrees that in case of Data migration from another software into CODEX Software, only the critical Data (e.g., sample, bottle and result Data) will be retained into the CODEX Database. bioMérieux does not guarantee that all Data will be available after integration.

g. At bioMérieux's request, but not more frequently than annually, Customer shall allow bioMérieux to review Customer's deployment and use of the CODEX Software for compliance with these CODEX Additional Terms. This review shall be at bioMérieux's expense and shall be scheduled at least five (5) days in advance during normal business hours using Remote Services; or exceptionally within Customer's Premises upon approval by bioMérieux and at Customer's cost and expense. The review shall not unreasonably interfere with Customer's business activities.

bioMérieux CODEX^{TM} Additional Terms and Conditions

3. **Use of CODEX Hardware.**
    a. Customer is responsible of CODEX Hardware by following the specifications provided by bioMérieux.
    b. The Customer is responsible for implementing backup and archive policies and ensuring that these operations are performed.

4. **CODEX Services.**
    a. Installation/Integration
        i. bioMérieux shall assist Customer in implementing the CODEX Configuration in Customer's IT Environment.
        ii. Installation shall be carried out using Remote Services; or exceptionally within Customer's Premises upon approval by bioMérieux and at Customer's cost and expense.
        iii. As soon as the CODEX Software is installed, Customer shall, upon request, sign the applicable CODEX installation report.
    b. Training
        i. In consideration of the payment by the Customer of the applicable CODEX Services Fee indicated in the Order Documentation, bioMérieux shall permit Users designated by Customer to attend or participate in the training services workshop(s), distance-learning conference call(s), course(s), and/or simulation(s) indicated in the Order Documentation, if any, and grants such Users the right to receive or access and use the training services materials (**"Materials"**) that are provided or made available thereof, if any, all subject to these CODEX Additional Terms.
        ii. Except as expressly represented otherwise, and to the extent not prohibited by Applicable Laws, all training, including Materials, documentation, publications, software programs and other information provided by or on behalf of bioMérieux to Customer or Users are furnished on an "As-Is" basis, and bioMérieux shall not be responsible for the training course not meeting the Customer's or a User's objectives.
    c. Maintenance
        i. bioMérieux shall provide maintenance services for CODEX Software (**"Maintenance Services"**) subject to these CODEX Additional Terms.
        ii. Maintenance Services shall be carried out using Remote Services; or exceptionally within Customer's Premises upon approval by bioMérieux and at Customer's cost and expense.
        ii. bioMérieux expressly reserves the right to correct errors, bugs, and inaccuracies whatsoever on the CODEX Software and shall not be held liable for any inconvenience, such as services suspension and/or modification, which might arise out of and/or in connection with these corrections.
        iii. bioMérieux may deploy and provide CODEX Software Updates. Such updates will be performed according to CODEX Configuration. Updates shall be made available to Customer at no additional cost to Customer. bioMérieux shall notify Customer of their release date and of any additional fees as may be applicable. Customer shall be responsible to install CODEX Software Updates as soon as they are made available by bioMérieux.
        iv. In the event of CODEX Software Update the Customer shall be responsible for the qualification activities related to the CODEX Software Update, unless contracted to bioMérieux or its subcontractor(s).

    d. CODEX Software Updates, Upgrades, and support continuity

        i. **CODEX Software Updates:** bioMérieux expressly reserves the right to correct errors and bugs whatsoever on any software (including but not limited to the CODEX Software, or any integrated software) for the purpose of ensuring their full performance or cybersecurity compliance and shall deploy and provide such updates to the Customer at no additional cost. bioMérieux shall not be held liable for any inconvenience, such as temporary services suspension and/or modification, which might be necessary for the implementation of the CODEX Software Updates. bioMérieux shall inform the Customer of the release of CODEX Software Updates with one (1) month prior written notice. Once the CODEX Software Update is released, bioMérieux will no longer be required to supply further services for the previous CODEX Software Version if it is still used by the Customer.
        ii. **CODEX Software Upgrades**: bioMérieux may release CODEX Software Upgrades including new features available at no additional cost, provided that Customer remains current on its subscription payments. Some new optional features or CODEX Add Ons may be billable. bioMérieux shall inform the Customer of the release of a CODEX Software **Upgrade** ("N+1 Version") with a three (3) months prior written notice. bioMérieux shall continue to provide the CODEX Services associated to the current CODEX Software Version ("**N Version**"), and the previous CODEX Software Version ("N-1 Version") for twelve (12) months as from the date of release of the N+1 Version. bioMérieux will no longer be required to supply further CODEX Services for the N-1 Version if it is still used by the Customer after expiration of these twelve (12) months period.
        iii. In the case of CODEX Software Upgrades, the Customer shall be entitled to request bioMérieux to provide the certificate for CODEX Software evolution.
        iv. If Customer modifies the CODEX Software without bioMérieux's prior written authorization, bioMérieux shall be relieved of any obligation to maintain such modified software. Customer shall assume all risk and liability related to any such unauthorized modifications.
        v. If Customer wishes to increase the number of simultaneous CODEX Hardware licenses, or procures additional services from bioMérieux, the parties shall update the Order Documentation along with the CODEX Services Fees, including any fees related to Maintenance Services.

    e. Validation and/or qualification: validation and/or qualification, if applicable, may be performed by bioMérieux (or its subcontractor(s)) depending on the category ordered by the Customer.

bioMérieux CODEX^{TM} Additional Terms and Conditions

5. **Additional Customer Obligations**. In addition to any applicable obligations set forth in the General Terms, Customer shall:

   a. Undertake to provide to bioMérieux and/or its subcontractor(s) a free and full access to Customer Premises and more specifically to the CODEX Software, during working hours, and access to and use of any CODEX Hardware, attachments, software or other equipment reasonably necessary for bioMérieux and/or its subcontractor(s) to perform its contractual obligations (installation, support, maintenance, and other appropriate uses).

   b. Recognizes that the CODEX Software needs the intervention of a trained and qualified personnel for installation and maintenance operations and undertakes not to perform or have performed such operations by a person or a legal entity unauthorized by bioMérieux.

   c. Procure and have access to Remote Services.

   d. Appoint an authorized employee to serve as a project manager, who shall be bioMérieux contact person.

   e. Be responsible at all times for any Personal Data (as such term or corresponding term is defined in the relevant Data Privacy Laws applicable in Customer's jurisdiction) contained in the CODEX Hardware or accessed by the CODEX Software.

6. **Additional Termination Conditions**. In addition to any applicable obligations set forth in the General Terms, in the event of termination, the CODEX Software will be deinstalled by bioMérieux and Customer's access to the CODEX Software will be deleted. bioMérieux will provide an archive of Customer results in a readable format (PDF) with all the historical data from the Customer that comprehends the use of the CODEX Software.

SCHEDULE A

CODEX SUSCRIPTION

Product, Feature or Service	Access Model	Customer Obligation
CODEX Software[1]	Subscription	Mandatory
CODEX Accessories	Subscription	Optional

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[1] Includes Software Updates, Upgrades, and Support