



AUGMENTED-DX PORTAL

ADDITIONNAL TERMS – SMARTBIOME™

1. APPLICABILITY

These SMARTBIOME™ Additional Terms and Conditions (“SMARTBIOME™ Additional Terms”) shall supplement the General Terms. In the event of a conflict between these SMARTBIOME™ Additional Terms and the General Terms, these SMARTBIOME™ Additional Terms shall control.

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

2. ADDITIONAL DEFINITIONS

- **“Metadata”**, means all Data (including data used by the Customer to contextualize the analyses) and information, from the Customer’s internal data. Such Metadata shall be added by the Customer in the SMARTBIOME™ APP. The Metadata remains the property of the Customer.
- **“Results”**, means the raw data generated by the sequencing device (*i.e.*, Illumina sequencer generating a .fastq file).
- **“Final Results”**, means the Results imported and processed by a bioinformatics pipeline on the SMARTBIOME™ Application.

3. ADDITIONAL TERMS AND CONDITIONS

License relative to the Results and Final Results. The Customer provides bioMérieux with a non-exclusive, irrevocable, perpetual, royalty-free, transferable and worldwide license, that may give rise to the granting of a sub-license, to have access and use the Results and Final Results anonymously, for support, research, development, comparative analyses and statistical reporting purposes, to the extent such use is consistent with applicable law.

Data Storage Duration: 1 year.