AUGMENTED-DX PORTAL
Terms and Conditions

Please read these Terms carefully before using the AUGMENTED-DX Portal.

THESE AUGMENTED-DX TERMS AND CONDITIONS ("GENERAL TERMS"), ALONG WITH THE APPLICABLE ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL TERMS"), THE APPLICABLE DATA PROCESSING TERMS ("DATA PROCESSING TERMS") SHALL GOVERN YOUR USE OF THE AUGMENTED-DX PORTAL AND THE APPLICATION. THE GENERAL TERMS, THE ADDITIONAL TERMS, THE DATA PROCESSING TERMS SHALL COLLECTIVELY BE REFERRED TO AS THE "TERMS" OR THE "AGREEMENT". THESE TERMS SHALL APPLY WHETHER YOU PROCURE THE AUGMENTED-DX PORTAL AND THE APPLICATION DIRECTLY FROM BIOMÉRIEUX OR THROUGH A DISTRIBUTOR.

GENERAL TERMS

1. Interpretation and Definitions.

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

- "**Access Credentials**" shall mean any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify a User's identity and/or authorization to access and use the AUGMENTED-DX Portal.
- "**Applicable Law(s)"** shall mean any statute, law, ordinance, regulation, rule, code, treaty or binding legal precedent applicable in the relevant jurisdiction.
- "**Application**" refers to the software program provided by bioMérieux online through the AUGMENTED-DX Portal.
- "**Affiliate**" means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- "**Account**" means an account created by bioMérieux for You to access our Application or parts of our Application, regardless of the Application.
- "**Additional Terms**" shall mean the additional terms and conditions applicable to the specific bioMérieux Application and, where applicable, any terms and conditions governing additional services in relation to the bioMérieux services, such as support, maintenance, and professional services.
- "**Anonymized Data**" shall mean Data which has been processed so that an individual is not or is no longer identifiable under applicable Data Privacy Laws.
- "**AUGMENTED-DX Portal**" or "**bioMérieux Solution**" refers to the online interface that provides You with access to Application as well as additional features.
- "**bioMérieux**" (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to bioMérieux.
- "**Cloud Service**" shall mean the AUGMENTED-DX Portal, which the hosting and management of the service occurs on a network of third-party remote servers and made available via the Internet, alternatively referred to as "software-as-a-service" or "SaaS". The Cloud Service shall be hosted, operated, and maintained by bioMérieux and its third-party cloud service providers ("Cloud Service Providers").
- "**Content**" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- "**Data**" shall mean data or information accessed, collected, uploaded, analyzed, or generated in connection with the use of the AUGMENTED-DX Portal.
- "**Data Storage Duration**" shall refer to the duration Your Data is stored to allow for historical data to be reactivated.
- "**Data Privacy Laws**" shall mean any Applicable Laws that specifically govern or regulate the collection, use, transfer, disclosure, retention, and/or handling of Personal Data, including but is not limited to "GDPR, which refers to regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

● "**Data Processing Terms**" shall mean the terms and conditions governing the collection, use, transfer, disclosure, retention, and/or handling of Personal Data in connection with the applicable Application available at the Data Processing Terms page.
● "**Documentation**" shall mean bioMérieux standard descriptions, user guides, end-user manuals, or electronic user guides, including online resources such as those located on the AUGMENTED-DX Portal, as updated and amended from time to time.
● "**Instrument**" shall mean an Instrument that is developed or manufactured by bioMérieux.
● "**Intellectual Property Rights**" shall mean all rights, whether registered or not, including without limitation patents, patent applications of any kind, trademarks, service marks, trade names, service names, logos, any other source identifiers, copyrights, copyrightable works, proprietary information (including trade secrets) or any equivalent form of protection in force anywhere in the world.
● "**IT Environment**" shall mean any computing platforms, computer networks, information systems or data repositories controlled by You, inclusive of any software, hardware or Instrument containing software that interacts with hardware or other software.
● "**Order Documentation**" shall mean any quote or other sales or ordering document mutually agreed-upon between, and executed by, You and bioMérieux, incorporating these Terms by reference.
● "**Personal Data**" shall have the same meaning as "personal data", "personal information", "personally identifiable information", or "protected health information" under applicable Data Privacy Laws, or to the equivalent or corresponding term(s) as defined under Data Privacy Laws of the applicable jurisdiction.
● "**Pseudonymized Data**" shall mean Data which has been collected or processed so that an individual is not identifiable without additional information that is kept separately and subject to appropriate technical and organizational measures to ensure that the Data is not attributed to an identified or identifiable individual.
● "**Technical Data**" shall mean Data relating to the Instrument (including any software embedded therein) or the Application and which shall comprise, without limitation: (a) Data and statistics relating to how the Instrument or the Application is configured, including software version information, configuration settings, status information, and similar or related information; (b) Data and statistics generated at any time and relating to the performance of the Instrument and/or the Application ; and (c) Data and statistics generated at any time and relating to the use of an Instrument or an Application including, but not limited to, usage statistics, activity logs, run data, pouch or reagent usage data, and consumption data.
● "**Term**" shall mean the period of time in which a license or access to the AUGMENTED-DX Portal and/or an Application is granted as provided for in the Order Documentation.
● "**Terms and Conditions**" (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and bioMérieux regarding the use of the AUGMENTED-DX Portal and/or the Application.
● "**Territory**" shall mean the country specified in the Order Documentation or, otherwise, the country where You are based.
● "**User**" shall mean an individual duly authorized by You to use or access to the Application on Your behalf and who may be either Your employee or an authorized contractor.
● "**User Information**" shall mean information reflecting the access or use of the Application by a User.
● "**You**" (also referred to as "Your" or "Customer") means the individual accessing or using the Application, or the company, or other legal entity identified in the Order Documentation on behalf of which such individual is accessing or using the AUGMENTED-DX Portal, as applicable.

2. Acknowledgment.

These are the Terms and Conditions governing the use of the AUGMENTED-DX Portal and the Agreement that operates between You and bioMérieux. These Terms and Conditions set out the rights and obligations of all Users regarding the use of the AUGMENTED-DX Portal. Your access to and use of the AUGMENTED-DX Portal is conditioned on Your acceptance of and compliance with these Terms and Conditions and the Privacy Policy of bioMérieux hereunder. These Terms and Conditions apply to all visitors, Users and others who access or use the AUGMENTED-DX Portal. By accessing or using the AUGMENTED-DX Portal You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the AUGMENTED-DX Portal. You represent that you are over the age of 18. bioMérieux does not permit those under 18 to use the Application.

3. Obligations.
You shall: (a) use commercially reasonable efforts to prevent unauthorized access to or use of the AUGMENTED-DX Portal; (b) be responsible for all User acts and omissions; (c) grant bioMérieux access to pertinent instruments, Your IT Environment (d) obtain all necessary consents or authorizations in accordance with Applicable Law, including Data Privacy Laws, to permit the upload of Data into the AUGMENTED-DX Portal and/or sharing of Data with bioMérieux; (e) remain responsible for the reliability, integrity, accuracy and quality of any Data uploaded into or accessed by the AUGMENTED-DX Portal; (f) configure the Your IT Environment to enable the installation, configuration, or use of the AUGMENTED-DX Portal;

4. Restrictions.
You shall not, directly or indirectly: (a) access and/or use the AUGMENTED-DX Portal beyond applicable authorized use limitations; (b) assign, sell, lease, rent, license, sublicense, distribute, transfer, or otherwise make available its rights granted under the Agreement to third-parties; (c) use or access the AUGMENTED-DX Portal in any way that threatens the integrity, performance or availability of the AUGMENTED-DX Portal; (d) attempt to gain unauthorized or unlawful access to the AUGMENTED-DX Portal including engaging in any unauthorized activities for purposes of attempting to resolve defects or enhance features with such activities remaining within the exclusive purview of bioMérieux and its authorized representatives; (e) download or upload Data from or into the AUGMENTED-DX Portal in violation of any Applicable Law or any legal or contractual duty owed to a third-party; (f) use the AUGMENTED-DX Portal to store or transmit malicious code, infringing or unlawful material, or material in violation of third-party rights; (g) remove, modify or obscure any Intellectual Property Rights notice or legend affixed to the Application or any documentation provided by bioMérieux; (h) reverse engineer the AUGMENTED-DX Portal or attempt to reconstruct underlying code or protectable algorithms in violation of Applicable Law; or (i) access, use, or copy any portion of the AUGMENTED-DX Portal or Documentation in violation of Applicable Law or to develop a competitive product or service.

5. Beta, Evaluation, Pilot Access
From time-to-time bioMérieux may, in its sole discretion, grant Customer access to and use of an Application or an enhancement thereof as part of a beta, evaluation, pilot, early access, or similar arrangement ("Evaluation") subject to an additional or separate agreement ("Evaluation Agreement").
Notwithstanding any other provision to the contrary in these Terms and unless otherwise mutually agreed upon: (a) any grant of access to the Application shall be limited to the period of time set forth in the Evaluation Agreement; (b) these Terms and Conditions may be terminated by mutual written agreement, or as provided for in the Evaluation Agreement; (c) all payment, indemnification, warranty, liability and related obligations shall be governed exclusively by the Evaluation Agreement; (d) bioMérieux shall terminate Customer's access to, and Customer shall cease use of, the Application upon termination of the Evaluation Agreement; (e) bioMérieux may terminate the Evaluation Agreement if Customer materially breaches these Terms without incurring any additional obligation or penalties; and (f) the Evaluation Agreement shall prevail to the extent that there is a conflict between the Evaluation Agreement and these Terms and Conditions.

6. Data.
Personal Data. You acknowledge and agree that:
(a) bioMérieux shall not gain proprietary rights to Personal Data by virtue of this Agreement;
(b) where applicable, You grant bioMérieux a worldwide, royalty-free, non-exclusive right to access, process, use and store Personal Data for purposes of enabling services offered or rendered to You in relation to the AUGMENTED-DX Portal and for the applicable duration defined in the Data Processing Terms; and
(c) bioMérieux shall access, host, and/or process Personal Data pursuant to applicable Data Processing Terms and Data Privacy Laws.
Non-Personal Data. You acknowledge and agree that:
(a) to the extent You retain proprietary rights to Non-Personal Data, You grant bioMérieux a worldwide, royalty-free, non-exclusive right to access, process, use and store such Data for purposes permissible under Applicable Law, including (i) to facilitate the provision of services in connection with the AUGMENTED-DX Portal, (ii) for research, development and continuous improvement of bioMérieux's products or services, (iii) to monitor the

operation and performance of the Instrument and reagents including for customer support, and (iv) for bioMérieux's internal business and operational purposes;
(b) bioMérieux may aggregate Non-Personal Data with Data collected from other sources for the purposes enumerated in Section 6.2(a); and
(c) bioMérieux may disclose Non-Personal Data pursuant to Section 6.2(a) subject to confidentiality provisions of Section 9 where applicable.
Data Safeguards. You acknowledge and agree to the following:
(a) bioMérieux and its Cloud Service Providers shall use commercially reasonable efforts to implement and maintain applicable technical, physical, and organizational measures to secure the availability, protection, security, and confidentiality of Data hosted by the Cloud Service Providers ("Cloud-Hosted Data") from accidental loss or unauthorized access, use, alteration, or disclosure. However, there is no absolute guarantee that such measures will never be defeated. Thus, bioMérieux and its Cloud Service Providers shall periodically review their security measures to minimize risk to Cloud-Hosted Data; and
(b) You shall use commercially reasonable efforts to implement and maintain all applicable technical, physical, and organizational measures to secure the availability, protection, security, and confidentiality of Data hosted within the Customer IT Environment or the Customer Premises ("Customer-Hosted Data") from accidental loss or unauthorized access, use, alteration, or disclosure.

7. Update and Maintenance

Updates and Upgrades to AUGMENTED-DX Portal. bioMérieux may, from time to time and at its sole discretion, develop updates to AUGMENTED-DX Portal for purposes of remedying defects or improving functionality ("Updates") or upgrades to AUGMENTED-DX Portal for purposes of implementing additional capabilities or enhancing features ("Upgrades"). This Agreement does not entitle Customer to Updates or Upgrades unless otherwise provided for in the applicable Additional Terms, pursuant to a separate agreement signed by the Parties, or as specifically set forth in applicable Documentation.
Maintenance and support. In case of bugs, troubleshooting needs, or any other technical issues encountered while using the **AUGMENTED-DX Portal or an Application**, Customer is requested to contact its local bioMérieux representative. bioMérieux will make reasonable efforts to respond to support requests in a timely manner and ensure continuity of service.

8. User Accounts.

When You create an Account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms and Conditions, which may result in immediate termination of Your account on the AUGMENTED-DX Portal. You are responsible for safeguarding the Access Credentials that You use to access the AUGMENTED-DX Portal and for any activities or actions under Your Access Credentials. You agree not to disclose Your Access Credentials to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

9. Intellectual Property.

The AUGMENTED-DX Portal and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors. The AUGMENTED-DX Portal is protected by copyright, trademark, and other laws of both France and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

10. Confidentiality

Either party ("Receiving Party") hereby understands and acknowledges that the other party ("Disclosing Party") has disclosed or may disclose certain business, technical or financial information that is intended to be confidential ("Confidential Information"). The Receiving Party agrees (a) to take reasonable precautions similar to those that the Receiving Party would take to protect its own Confidential Information, and (b) not to use the

Confidential Information (except pursuant to this Agreement) or divulge to any third party any such Confidential Information with the exception of its legal representatives, agents or counsel to the extent required for the performance of their duties and provided that they are subject to an obligation of confidentiality guaranteeing a level of protection at least equivalent to the provisions in this Section 10. The foregoing obligation shall remain in force throughout the Term of the Agreement and for five (5) years from the effective date of termination or expiration of the Agreement. This obligation shall not apply to information for which the Receiving Party can document (a) had become generally available to the public, (b) was in the Receiving Party's possession or known by it prior to receipt from Disclosing Party, (c) that was rightfully disclosed to Receiving Party without restriction by a third-party, or (d) that was independently developed without use of any Confidential Information of Disclosing Party.

The Receiving Party shall not be prevented from disclosing Confidential Information to the extent such Receiving Party is legally compelled to do so by any competent court or administrative authority; provided, however, that prior to disclosure, Receiving Party shall (a) assert the confidential nature of the Confidential Information to the court or administrative authority, (b) immediately notify Disclosing Party in writing of the disclosure order or request, and (c) cooperate fully with Disclosing Party, in protecting against or limiting disclosure to the extent allowable under Applicable Law.

To the extent permissible under Applicable Law, Customer and bioMérieux agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury and that, in the event of such breach, Disclosing Party will be entitled, in addition to any other available remedies, to seek immediate injunctive and other related relief, without bond and without the necessity of showing actual monetary damages.

11. End User License Agreement

bioMérieux grants You a non-exclusive, non-assignable and non-transferable license to use the AUGMENTED-DX Portal under the Terms. The right to use the AUGMENTED-DX Portal is granted for Your personal and exclusive needs which is expressly prohibited from allowing a third party to access and/or use the AUGMENTED-DX Portal, except with the prior written consent of bioMérieux.
You undertake not to transfer, sell, rent, license to third parties or distribute in any way the AUGMENTED-DX Portal.

12. Payment.

You shall pay the fees agreed upon in the agreed-upon Order Documentation ("Fees") in accordance with any applicable payment terms and conditions. Unless the agreed-upon Order Documentation or Applicable Laws specify otherwise, all Fees payables shall be non-refundable and not subject to offset. bioMérieux reserves the right to increase Fees upon reasonable prior written notice to You.

13. **Term and Termination.**

The Agreement shall come into force upon Your acceptance by and, subject to payment of the Fees as mentioned in the Order Documentation, the license to use the AUGMENTED-DX Portal is granted for the duration specified in the Order Documentation.
We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Application will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the AUGMENTED-DX Portal.
In the event of non-payment of the Fees, the license to use the AUGMENTED-DX Portal shall be automatically terminated, and Customer must immediately cease all use of the AUGMENTED-DX Portal by the Users.
Upon termination, unless expressly requested otherwise, Your Data will be stored for the Data Storage Duration, starting from the termination date. Please refer to the Application's Additional Terms for more details.
If You decide to initiate a new project during the Data Storage Duration, You will regain access to Your historical data.
Upon request, bioMérieux will provide You with a certificate of destruction. You agree that bioMérieux may retain one (1) copy of the Data in its secure files to reserve a record for regulatory record-keeping purposes.

14. Warranties, Disclaimers

bioMérieux and Customer each represents, warrants, and covenants that: (a) it has the full power and authority to agree to the Agreement and to perform its obligations hereunder; and (b) its acceptance of and performance the Agreement shall not breach any oral or written agreement with or obligation in favor of a third party.

THE AUGMENTED-DX PORTAL IS PROVIDED OR MADE AVAILABLE ON AN "AS-IS" BASIS. CUSTOMER'S USE OF THE AUGMENTED-DX PORTAL IS AT ITS OWN RISK. BIOMÉRIEUX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPATIBILITY, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS (LATENT OR PATENT), AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. SUBJECT TO THE APPLICABLE THIRD-PARTY LICENSE, THIS WARRANTY DISCLAIMER SHALL APPLY TO THIRD-PARTY SOFTWARE INCORPORATED INTO THE AUGMENTED-DX PORTAL.

15. Limitation of Liability.

Notwithstanding any damages that You might incur, the entire liability of bioMérieux and any of its affiliates under any provision of these Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through for a one-year subscription for a single site to the AUGMENTED-DX Portal or 100 EUR if You haven't subscribed to the AUGMENTED-DX Portal. To the maximum extent permitted by applicable law, in no event shall the bioMérieux or its affiliates be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the AUGMENTED-DX Portal, third-party software and/or third-party hardware used with the AUGMENTED-DX Portal, or otherwise in connection with any provision of these Terms), even if bioMérieux or any affiliate has been advised of the possibility of such damages and even if the remedy fails of its essential purpose. Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, bioMérieux's liability shall not exceed the minimum threshold permitted by law in the relevant jurisdiction.

16. **Indemnification**.

bioMérieux Indemnity. Subject to any limitations or restrictions imposed by Applicable Law or in other agreement between bioMérieux and You, bioMérieux shall indemnify, defend, and hold harmless You from and against third-party claims, demands, causes of action, or liability arising from a claim that Your use of the AUGMENTED-DX Portal infringes or misappropriates the Intellectual Property Rights of any third-party except to the extent such claim arises from: (a) Your use of the AUGMENTED-DX Portal in combination with software or hardware not provided, licensed or authorized by bioMérieux; (b) Your unauthorized modification or alteration of the AUGMENTED-DX Portal; (c) Your continued use of the AUGMENTED-DX Portal after being notified to discontinue use because of an actual or potential infringement claim; (d) Your failure to implement any release made available by bioMérieux to You to remedy a potential third-party infringement; or (e) Your violation of Applicable Law or this Agreement.

Indemnity. Subject to any limitations or restrictions imposed by Applicable Law, Customer shall indemnify, defend, and hold harmless bioMérieux from and against third-party claims, demands, causes of action, or liability to the extent such claim arises from: (a) Customer's use of the AUGMENTED-DX Portal in violation of Applicable Law or the terms of this Agreement; or (b) Customer's use or sharing of Data in connection with the AUGMENTED-DX Portal in violation of legal obligations to third-parties.

17. Severability and Waiver.

Severability. If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. **Waiver**. Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

18. Changes to these Terms and Conditions.

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. By continuing to access or use Our AUGMENTED-DX Portal after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the AUGMENTED-DX Portal.

19. Applicable Law

The parties shall try to settle amicably any dispute arising from the Agreement. This Agreement is governed by and construed in accordance with the laws of the Territory. Any disputes shall be settled by the competent courts within the Territory, which shall have exclusive jurisdiction, even in the event of multiple defendants or third-party claim.