



BIOMÉRIEUX CUSTOMER COMPLAINT HANDLING

Data Processing Addendum (US - Industry)

1. APPLICABILITY

This BIOMÉRIEUX CUSTOMER COMPLAINT HANDLING Data Processing Addendum (US - Industry) ("DPA") shall govern Processing activities relating to Personal Information that is Processed by bioMérieux, on its own or through one or more of its Subcontractors, for customer complaint handling purposes at the request of Industry customers in the U.S. This DPA shall include any applicable Appendix A setting forth information regarding Processing.

2. DEFINITIONS

- 2.1 "bioMérieux"** means the bioMérieux entity identified in the Underlying Agreement.
- 2.2 "bioMérieux Personnel"** means any employee or contractor Processing Personal Information on bioMérieux's behalf. This definition does not extend to Subcontractors.
- 2.3 "Business Purpose"** means the purpose of Processing Personal Information set forth in Appendix A.
- 2.4 "Customer"** means the bioMérieux customer identified in the Underlying Agreement.
- 2.5 "Data Privacy Laws"** means all applicable laws, regulations and/or binding judicial precedent in the United States or in any state thereof relating to the processing, protection, or privacy of the Personal Information, including where applicable, pertinent regulations issued by regulatory agencies in any relevant jurisdiction.
- 2.6 "Data Subject"** means an individual who is the subject of Personal Information or to whom or about whom the Personal Information relates or identifies, directly or indirectly.
- 2.7 "DPA Effective Date"** means either the date when the bioMérieux first gains access to Personal Information or the effective date of the Underlying Agreement, whichever occurs first.
- 2.8 "DPA Term"** means the period of time commencing on the DPA Effective Date and continuing for long as the bioMérieux retains Personal Information.
- 2.9 "Personal Information"** means any information the bioMérieux Processes for Customer covered under the Underlying Agreement and which identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in the bioMérieux's possession or control or that bioMérieux is likely to have access to. For purposes of this DPA, this definition does not extend to or cover Protected Health Information (PHI) under HIPAA.
- 2.10 "Processing, Processes, or Process"** means any activity that involves the use of Personal Information or that the relevant Data Privacy Laws may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.
- 2.11 "Security Breach"** means any act or omission that compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place to protect it.
- 2.12 "Subcontractor"** means a third-party individual or entity to which bioMérieux subcontracts any part of the services it is obligated to perform under the Underlying Agreement.
- 2.13 "Underlying Agreement"** means the agreement or contractual arrangement governing the core business relationship, obligations, or transaction between bioMérieux and Customer.

3. PROCESSING PURPOSES

- 3.1** Customer retains control of Personal Information and remains responsible for its compliance obligations under the applicable Data Privacy Laws, including providing any required notices and obtaining any required consents where required by Data Privacy Laws, and for the Processing instructions it gives to the bioMérieux.
- 3.2** Appendix A describes the general Personal Information categories that bioMérieux may Process to fulfill the Business Purposes of the Underlying Agreement. Customer discloses Personal Information to bioMérieux only for the limited and specified Business Purposes.

4. BIOMÉRIEUX OBLIGATIONS

- 4.1** bioMérieux shall only Process Personal Information to the extent, and in such a manner, as is necessary for the Business Purposes or in accordance with Customer's instructions.
- 4.2** bioMérieux shall promptly comply with any Customer request or instruction to amend, transfer, or delete Personal Information, or to stop, mitigate, or remedy any unauthorized Processing.
- 4.3** bioMérieux shall maintain the confidentiality of all Personal Information, shall not sell Personal Information to, or share such information for cross-contextual advertising with, anyone and shall not disclose such information to third parties without bioMérieux authorization or contrary to Data Privacy Laws.
- 4.4** bioMérieux shall reasonably assist bioMérieux with meeting Customer's compliance obligations under Data Privacy Laws.
- 4.5** bioMérieux shall limit access to Personal Information to those bioMérieux Personnel who require Personal Information access to meet the bioMérieux's obligations under this DPA and the Underlying Agreement and who are informed of the Personal Information's confidential nature.
- 4.6** bioMérieux shall implement appropriate technical and organizational measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, destruction, unavailability, or damage.

5. DATA BREACH

- 5.1** bioMérieux shall promptly notify Customer if any Personal Information is lost or destroyed or becomes damaged, corrupted, or unusable and shall do so within the timeframe prescribed by applicable Data Privacy Laws.
- 5.2** bioMérieux shall within the timeframe prescribed by applicable Data Privacy Laws notify Customer if bioMérieux becomes aware of an unauthorized or unlawful Processing of the Personal Information or a Security Breach.



BIOMÉRIEUX CUSTOMER COMPLAINT HANDLING

Data Processing Addendum (US - Industry)

5.3 bioMérieux shall not publicly disclose a Security Breach without first providing prior notice to Customer, except when required to do so by law or pursuant to a valid request from a law enforcement agency with jurisdiction over the Security Breach.

5.4 bioMérieux shall reimburse Customer for reasonable expenses actually incurred as a result of unauthorized or unlawful Processing of Personal Information or a Security Breach for which bioMérieux or its Subcontractors are responsible, provided that the matter did not arise from Customer's instructions, negligence, willful default, or breach of this DPA.

6. SUBCONTRACTORS

6.1 bioMérieux may only authorize a Subcontractor to Process the Personal Information if bioMérieux enters into a written contract with the Subcontractor that contains terms no less restrictive than those set out in this DPA. bioMérieux shall remain liable to Customer for the Subcontractor's performance of its obligations.

7. DATA SUBJECT REQUESTS

7.1 bioMérieux shall notify Customer promptly or within the timeframe prescribed by applicable Data Privacy Laws if it receives any complaint, notice, or communication that directly or indirectly relates to Personal Information Processing or to either party's compliance with Data Privacy Laws.

7.2 bioMérieux shall notify Customer promptly or within the timeframe prescribed by applicable Data Privacy Laws if it receives a request from a Data Subject to exercise any rights the individual may have regarding their Personal Information, such as access, correction, deletion, or to opt-out of or limit certain activities like sales, disclosures, or other Processing actions to the extent that such rights or privileges are provided for under applicable Data Privacy Laws.

8. TERMINATION

8.1 Any provision of this DPA that expressly or by implication should continue in force on or after termination of the Underlying Agreement in order to protect Personal Information shall remain in full force and effect.

8.2 If a change in any Data Privacy Laws or either party's circumstances prevents that party from fulfilling all or part of its obligations under this DPA, the parties will suspend the Processing of Personal Information until the impacted party is able to comply with its obligations.

8.3 On termination of the Underlying Agreement and subject to Appendix A, bioMérieux shall securely delete or destroy, all or any Personal Information covered by this DPA in its possession or control.

8.4 If any law, regulation, or government or regulatory body requires bioMérieux to retain any Personal Information that bioMérieux would otherwise be required to delete or destroy upon termination of the Underlying Agreement, bioMérieux shall notify Customer in writing of that retention requirement and this DPA shall continue to apply for as long as bioMérieux retains that Personal Information.

9. RECORDS OF PROCESSING

9.1 To the extent required by applicable Data Privacy Laws, bioMérieux shall keep detailed, accurate, and up-to-date records regarding any Processing of Personal Information it carries out for Customer and shall use commercially reasonable efforts to ensure that such records are sufficient to enable Customer to verify the bioMérieux's compliance with its obligations under this DPA.

10. DPA NOTICES

10.1 Any notice or other communication given to a party under or in connection with this DPA shall be in writing and delivered to;

For bioMérieux: US Data Protection Officer; us-privacyofficer@bioMerieux.com;

For Customer:



BIOMÉRIEUX CUSTOMER COMPLAINT HANDLING

Data Processing Addendum (US - Industry)

APPENDIX A

PERSONAL INFORMATION PROCESSING DETAILS

Business Purposes	Such Processing as is necessary for purposes of Customer Complaint Handling by, but not limited to, accessing, manipulation, duplication exporting, modification, storing, and displaying necessary Personal Information.
Data Subjects	Customer Personnel
Personal Information Elements Processed	bioMérieux Processes the necessary Personal Information stored by bioMérieux or the Customer in order to manage the request from Customer. This data may include the following categories of Personal Information depending on the bioMérieux system: - <u>Employment information</u> : job title or role, office location, organizational information/chart, work contact information (e.g. email, phone number, etc.) - <u>Browsing information</u>: Event logs, IP address, username/user ID, etc. - <u>Personal Identification</u>: First name, last name, signature, etc.
Duration of Processing	Processing of Personal Information shall continue for the period necessary to fulfill the Customer's requirements and, in any case, shall not exceed 120 days from the creation of the file in the system following a request from Customer.