

Exhibit B1 – General Terms and Conditions

1. ORDERS

bioMérieux reserves the right to suspend the Agreement if the situation of the Customer visibly presents a risk with regard to the recovery of the outstanding debts of bioMérieux, or in case of unavailability of the Products, or in case of bankruptcy.

2. DELIVERIES

bioMérieux shall deliver the Products to the Customer:

- (a) CIP (Carriage and Insurance Paid) (Incoterms® 2020-ICC) to named place of destination for airlifted Products; or
- (b) DAP (Delivered At Place) (Incoterms® 2020-ICC) to named place of destination for domestic delivery of Products; or
- (c) DDP (Delivered Duty Paid) (Incoterms® 2020-ICC) to named place of destination for express shipments.

bioMérieux undertakes to provide the Customer with Products as indicated in Exhibit A. bioMérieux undertakes to deliver Products from stock without delay. In case of temporary unavailability, information will be shared with the Customer by bioMérieux in a timely manner as to when stock will be available. The shipment of the outstanding balance (if any) under an order shall be carried out as soon as practicable. bioMérieux will provide the Customer with Reagents and Consumables packed with a minimum residual shelf life.

3. PRICES

The Customer agrees that Prices will be revised annually on January 1 by a 2% upwards adjustment throughout the term of this Agreement (“**Annual Price Adjustment**”). For avoidance of doubt, the first Annual Price Adjustment will be on the immediate January 1 after the Effective Date. In addition to the Annual Price Adjustment, at the initiative of bioMérieux, which the Customer hereby expressly agrees with, the prices may be reviewed and further adjusted throughout the term of this Agreement (“**Further Price Adjustment**”) whenever any of the following circumstances occurs: (i) change in production costs or the price of raw materials for reasons independent and external to bioMérieux; or (ii) any change or occurrence of event independent and external to bioMérieux which would affect the prices in force or the economic balance of the Agreement. The Parties will then negotiate as soon as possible upon bioMérieux serving a written notice to the Customer regarding the Further Price Adjustment in order to reach an agreement on the Further Price Adjustment. In the absence of reaching an agreement between the Parties on the Further Price Adjustment at the expiry of thirty (30) days of serving of the aforesaid written notice by bioMérieux, the new prices offered by bioMérieux pursuant to the Further Price Adjustment will take immediate effect (“**Further Price Adjustment Effective Date**”) and will apply to

any subsequent orders placed by the Customer after the Further Price Adjustment Effective Date.

4. INVOICING

Products are invoiced at the price set out in the Exhibit A or any subsequently communicated adjusted price, adjusted according to bioMérieux’s right under Clause 4 herein this Exhibit B1. Unless otherwise informed by the Customer, bioMérieux reserves the right to establish deferred invoicing for the Products. The Customer must notify bioMérieux within fourteen (14) days of any issue(s) with the invoice(s) received, failing which such invoice(s) shall be deemed to be undisputed.

5. PAYMENT

Payment shall be made in full within thirty (30) days from the date of issuance of the invoice by bank transfer, unless otherwise expressly agreed by bioMérieux in writing.

Interest shall be payable for late payments from the date payment becomes due to the actual date of payment at the rate of three (3)% per annum above the Prime Lending Interest Rate of The Hongkong and Shanghai Banking Corporation Limited (HSBC). Should the Customer fail to fulfill its payment obligations, bioMérieux reserves the right:

- (a) to remove immediately all the payment facilities and special commercial conditions previously granted;
- (b) to suspend or cancel, without notice and compensation, any current order;
- (c) to require, in order to perform any subsequent delivery, cash payment before each shipment, or any other means of payment chosen by bioMérieux; and
- (d) to require immediate payment of the entire outstanding balance.

6. OWNERSHIP RIGHTS AND TRANSFER OF RISK

Rental or placement of Instrument(s): Ownership of the Instrument(s) does and shall always remain under bioMérieux exclusively, whether during or after the term of this Agreement. The Customer shall not lend, rent, transfer, pledge, or dispose of the Instrument in any other manner that is not explicitly allowed in this Agreement.

Sale of Instrument(s), Reagent(s) and Consumable(s): Remains as bioMérieux’s property until full payment thereof by the Customer. In the event of non-payment or part payment by the Customer, bioMérieux RESERVES the right to recover possession of the unpaid Products. bioMérieux shall retain the part of the price already paid as a compensation for the use of the Products. The promise to pay shall not be considered, for the purposes of this provision, as payment.

Notwithstanding the above, the Customer is liable for all damage

occurring to the Products or damage caused by the Products while the Products are in the Customer's possession and/or custody. In accordance with the Incoterm(s) provided in Clause 2 herein this Exhibit B1, risks of loss and/or damage are transferred from bioMérieux to the Customer upon proper delivery of such Products to the Customer. The Customer shall therefore ensure that it has adequate insurance coverage for the Products from the time of delivery.

7. TRACEABILITY

The technical specificities of the Products require compliance with traceability rules. Consequently, bioMérieux reserves the right to sell its Products solely to professionals authorized to provide biological analysis results. The Customer undertakes to comply with all traceability rules which apply to the Products ordered. bioMérieux will not be liable for non-compliance with traceability rules after delivery of its Products to the site specified by the Customer.

8. CLAIMS

The Customer shall, within three (3) days from the date of delivery, report to the carrier any missing or damaged Products, and express its reservations in the form provided by the carrier.

Claims must be sent to bioMérieux at the Sales Administration Department, within fourteen (14) days following receipt of the Products. No Product returns shall be accepted without bioMérieux's prior written consent. bioMérieux shall decide, in its sole judgment, if the Products will be replaced.

9. WARRANTIES

(a) Reagents

bioMérieux's reagents are intended for *in vitro* use and industry use. The compliance of the reagents with the specifications indicated on the package insert is guaranteed until the relevant expiry date.

(b) Instruments

With respect to Instruments sold to the Customer, bioMérieux warrants to the Customer against defects in material and workmanship and defects arising from failure to conform to the user manual applicable on the date of installation and as provided to the Customer, for the period of one (1) year from the date of installation when the certificate of installation or equivalent documentation is signed.

bioMérieux agrees to correct or have corrected by a third party designated by bioMérieux, either by repair or replacement as bioMérieux may elect in its sole discretion, any defect found on examination to have occurred when the Instrument was used under normal operating conditions and maintained in accordance with the instructions and recommendations provided by bioMérieux (including but not limited to written instructions,

package inserts and user manuals) during the one (1)-year warranty period, provided bioMérieux is promptly notified in writing upon discovery of any such defect by the Customer.

Disposables and replacement items with a normal life expectancy of less than one (1) year (including but not limited to batteries, lamps and tubing) are excluded from this warranty.

The above warranty is valid in respect of the Customer's original site of installation only. Any transshipment voids this warranty unless bioMérieux has expressly authorized the relocation of the Instrument.

(c) Software

bioMérieux warrants that the software (other than the one embedded in the Instrument) will be in accordance with the descriptions and specifications in the documentation accompanying such software for a period of ninety (90) days from the date of installation under normal use and conditions. During this warranty period, bioMérieux agrees to provide technical support of the software by correcting any deficiency of the software. However, bioMérieux will not redesign the software.

Software developed by and which are the property of third parties are subject to the warranties set out in the descriptions and specifications in the documentation accompanying such software. Any other warranty, such as covering performance or results linked with their use, or any warranty for compatibility with the Customer's hardware, software and/or systems, is expressly excluded.

bioMérieux will evaluate warranty claims upon receipt of written notification. First, bioMérieux will conduct a remote diagnosis and, to the extent possible, will take remedial action to correct the defect. Second, if necessary, onsite evaluations will be initiated within three (3) business days. Third, if repairs cannot be performed at the Customer's site, the Instruments shall be repaired at bioMérieux's premises. Transportation costs will be at bioMérieux's expense. The return of the Instrument to bioMérieux will be performed upon bioMérieux's written approval.

The Customer will provide access to bioMérieux, in a timely manner, to any technical support, facilities, hardware, software or information in the Customer's possession as may be necessary for bioMérieux to perform its obligations under this Agreement. bioMérieux will correct such stated defects, at no additional cost to the Customer and as soon as practicable.

The Customer shall use and maintain the Products under normal operating conditions and shall comply with the instructions and recommendations provided by bioMérieux (including but not limited to written instructions, package inserts and user manuals)

and any applicable local standards.

After the expiry of the relevant warranty period as defined above, the Customer shall maintain the Products at its own cost and expense.

Notwithstanding the foregoing, the warranties contained in this Clause 10 herein this Exhibit B1 shall not apply to the extent that the Products do not conform to or function in accordance with the applicable written specifications as a result of a defect arising from: (i) any act or omission of the Customer, (ii) any third party (other than bioMérieux or any person expressly authorized by bioMérieux) making any revision or modification to the Products after its delivery to the Customer; (iii) malfunction of any hardware, software or systems supplied or authorized by the Customer; (iv) the Customer's use or operation of the Products other than in accordance with the instructions provided by bioMérieux (including but not limited to written instructions, package insert and user manuals), or the Customer's use of hardware that is not recommended, supplied or approved by bioMérieux; (v) any defect in the installation environment of the Product; or (vi) the occurrence of any Force Majeure Event (as defined in Clause 16 below in this Exhibit B1).

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF BIOMÉRIEUX AS SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, WARRANTIES, GUARANTEES OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY PRODUCTS DELIVERED HEREUNDER. BIOMÉRIEUX'S WARRANTY SHALL ONLY APPLY TO PRODUCTS PURCHASED BY THE CUSTOMER FROM BIOMÉRIEUX.

None of the warranties set forth in this Agreement may be extended or altered except by a written agreement signed by bioMérieux.

10. LIABILITY

bioMérieux accepts no liability for any damage incurred through misuse or incorrect storage of Products. As such, the Customer shall ensure the following:

- (a) strict compliance with the storage conditions written on the Products packaging or set forth in the package inserts; and
- (b) customs clearance of Products on time.

The Customer and its representatives shall take all measures to ensure that the Products are used in compliance with applicable legal requirements and standards, including those applicable to the installation of the Products and performance analysis. As an expert or a person skilled in the art, the Customer shall use the Products in strict compliance with the instructions and recommendations provided by bioMérieux (including but not

limited to written instructions, package inserts and user manuals) and shall remain liable for any interpretation or use of the results. The Customer indemnifies bioMérieux Group from and against any third party claims arising from the improper installation, use or operation of Products or use of hardware not recommended, supplied or approved by bioMérieux.

bioMérieux's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the Product in respect of which the claim is made or, at the election of bioMérieux, the repair or replacement of such Product plus associated freight charges.

bioMérieux shall not be liable to the Customer for any incidental, consequential or special damages, including, but not limited to, lost business, anticipated savings or lost profits, whether foreseeable or not, even if the other party has been advised, knew or should have known of the possibility of such damages.

11. WASTE MATERIAL

The Customer shall be fully responsible for financing and organizing the collection, treatment, recovery and environmentally sound disposal of any waste electrical and electronic equipment in accordance with applicable laws and regulations.

The Customer expressly agrees that in the case of any resale and/or transfer of any Instrument supplied by bioMérieux within the framework of a loan, rental for free or for a fee, donation or any other terms, whether within or outside the relevant territory, bioMérieux shall always have no obligations of financing and organizing the collection, treatment, recovery and disposal of the abovementioned waste materials.

Relating to the management of waste material, bioMérieux undertakes to communicate to the Customer necessary information about the relevant Instruments. In this regard, the Customer shall be fully responsible for implementing good documentary, technical and administrative management. The Customer shall indemnify the bioMérieux Group from and against, and shall hold the bioMérieux Group harmless from, all losses, liabilities, actions, claims, damages and expenses arising out of or in connection with the Customer's non-compliance with its obligations under this clause.

12. SOFTWARE

All software included in the price list are subject to a non-exclusive license to use the software in the manner necessary for the operation of the Instruments. The software shall not be reproduced, modified, assigned, sub-licensed, adapted without bioMérieux's express written consent.

Except for the non-exclusive license to use the software in the

manner necessary for the operation of the Instruments, the Customer does not acquire any intellectual property right, title or interest in the software. The Customer is cautioned that reproducing, modifying and/or using software without the relevant owner's authorizations may amount to infringement of intellectual property rights which may trigger civil and/or criminal liability.

bioMérieux assumes no responsibility for the software compatibility with the hardware of the Customer. The Customer shall ensure the compatibility of its hardware with those proposed by bioMérieux.

Software sold by bioMérieux are free from known viruses at the time of delivery. The Customer shall take all necessary measures to ensure logical and physical security of its information systems, including hardware and software. The Customer shall be responsible for ensuring that: (a) no dangerous code, computer viruses, Trojan horse or similar cybersecurity threats (collectively, "**Computer Viruses**") are written, charged or introduced to its system environment; and (b) the Customer's system environment is compatible with any Products supplied by bioMérieux. bioMérieux shall not be responsible for any contamination by Computer Viruses and reserves the right to invoice for complementary services due to contamination existing in the Customer's computer hardware.

13. PERSONAL DATA PROTECTION

(a) Personal data of the Customer

The Customer accepts that the certain particulars (e.g. identity, address, email and telephone details) of its employees and representatives may be used by bioMérieux and other entities of the bioMérieux Group, in conformity with the provisions of local personal data laws and regulations and, to the extent applicable, those in force in the European Union. Such personal data is for the exclusive use of the bioMérieux Group to better address the Customer's requirements and perform any warranty services, maintenance/repair services and/or quality control operations on the Products. Subject to the applicable laws and regulations, individuals (data subjects) from the Customer may have (i) the right to access, object, modify, rectify, request a copy of, transmit to another controller, their personal data, and (ii) the right to be forgotten. For these purposes, individuals (data subjects) from the Customer can contact bioMérieux Group's Global Data Privacy Officer (privacyofficer@biomerieux.com).

(b) Patient data of the Customer

Within the framework of the warranty services, maintenance/repair services and/or quality control operations to be carried out on the Products, the Customer grants to bioMérieux and bioMérieux Group access to the Customer's

patient health information ("**patient data**") for the period of time required in order to perform the abovementioned operations. In accordance with applicable laws and regulations and upon receipt of written instructions from the Customer (provided that the parties mutually agree in writing on the applicable measures to be taken, including any additional implementation costs to be borne by the Customer), bioMérieux shall establish reasonable and appropriate security procedures to protect the safety, integrity and confidentiality of patient data.

The Customer acknowledges and consents that the Customer's personal data and patient data may be accessed by other entities of the bioMérieux Group, including those located outside of the European Union (and/or of Iceland, Liechtenstein and Norway, which are part of the European Economic Area), in compliance with this Agreement and subject to the following conditions: (i) access to the Customer's personal data and patient data shall only be granted by bioMérieux to entities of the bioMérieux Group for the strict purposes of this Agreement; (ii) the Customer's personal data and patient data shall be strictly limited to what is necessary for bioMérieux and the other entities of the bioMérieux Group to perform its obligations under this Agreement. If the other entity of the bioMérieux Group is located outside the European Union (and/or of Iceland, Liechtenstein and Norway, which are part of the European Economic Area), access to the Customer's personal data and patient data will only be granted to such entity for which the recipient country shall (i) offer an adequate level of protection within the meaning of the European Union General Data Protection Regulation 2016/679 ("**GDPR**"), or (ii) shall sign the standard clauses of the European Commission which may not be amended in any way.

(c) Personal data processor

If bioMérieux elects to subcontract all or part of the processing or of the hosting of the Customer's personal data or patient data, bioMérieux:

- (i) is authorised to engage any other processor ("**Sub-processor**") without prior specific written approval from the Customer as the data controller, except that bioMérieux shall be obliged to inform the Customer of any intended changes concerning the addition or replacement of other Sub-processor(s). The Customer acknowledges and agrees that the method by which bioMérieux will inform the Customer of its Sub-processor(s) and updates thereto will be via <https://www.biomerieux.com/corp/en/privacy/data-processors-list.html> The Customer as the data controller has the opportunity to object to such changes in accordance with article 28 (2) of the GDPR;

- (ii) shall ensure that the aforementioned Sub-processor(s) have entered into confidentiality agreements;
 - (iii) shall take appropriate measures to ensure the security of the processing or hosting services by the Sub-processor(s);
 - (iv) shall only hire Sub-processors, if any, with the prior written consent of the Customer (data controller) and under a written contract;
 - (v) shall assist the Customer (data controller) in providing data subjects access to their personal data, and allowing data subjects to exercise their personal rights in accordance with the applicable personal data protection laws and regulations;
 - (vi) shall assist the Customer (data controller) in meeting its own obligations in relation to the security of processing, the notification of personal data breaches, and data protection impact assessment, if any;
 - (vii) shall delete or return all personal data to the Customer (data controller) upon written request at the expiry or termination of this Agreement;
 - (viii) shall submit to audits or inspections as may be reasonably required; and
 - (ix) shall cause any Sub-processor to immediately notify bioMérieux Group's Global Data Privacy Officer (privacyofficer@biomerieux.com) if it is asked by the Customer or any other persons to do anything which may infringe upon applicable personal data protection laws and regulations.
- (c) shall not, by action or omission, directly or indirectly, engage in activities that could expose bioMérieux Group to liability for non-compliance with any commitment set forth under this clause;
- (d) shall notify bioMérieux as soon as it becomes aware of any event that may constitute an infringement or a violation of one of the commitments set forth under this clause;
- (e) has never and shall never, directly or indirectly, pay, promise to pay or authorise the payment, of any monies (such as fees, commissions, or any undue monetary compensation), nor give any valuable item (including, but not limited to, gifts, travels, meals or inappropriate entertainment) (i) to any employee of bioMérieux in order to obtain a commercial advantage, (ii) to any third party (including any national or local official) in order to obtain or retain a business or to allow any third party to obtain or retain same, as well as to obtain an advantage such as a refund for a Product; and
- (f) shall provide bioMérieux with any and all necessary assistance and documentation in order to enable bioMérieux to respond to any request from a duly empowered authority relating to anticorruption, such as the French Anticorruption Agency and its local equivalents.

14. ETHICS AND COMPLIANCE

The Customer represents and warrants that any third party performing on its behalf under this Agreement, including subcontractors, if any, shall not violate in any manner the human rights, fundamental liberties, health and security of people, nor damage the environment, and will comply with the principles set forth in bioMérieux Group's *Charter for Responsible Purchasing*, as updated from time to time at the following website: <https://www.biomerieux.com/en/sustainable-and-socially-inclusive-purchasing>.

The Customer represents and warrants that itself, as well as any third party performing on its behalf under this Agreement:

- (a) shall comply with bioMérieux Group's *Business Principles for Third Parties*, as updated from time to time at the following website: <https://www.biomerieux.com/en/preventing-corruption>;
- (b) shall comply with all applicable anti-corruption laws and regulations, including, but not limited to, the following extra-territorial laws: the French law No. 2016-1691 of December 9, 2016 (so-called "Loi Sapin II"), the United Kingdom Bribery Act,

The Customer shall grant access to its premises and records to conduct audits aiming at ensuring compliance with this Agreement, and in particular with the provisions of this clause.

In the event of a breach of any of the representations and warranties set forth in this clause, bioMérieux may *de jure* terminate this Agreement. Furthermore, bioMérieux shall be released from its obligations with regard to any transaction within the scope of which a breach of these representations and warranties would have occurred.

15. ASSIGNMENT

The Customer shall not assign or transfer this Agreement or any of its rights and obligations arising hereunder, or any order covered hereunder, to any other party, including to an affiliate, without prior written consent of bioMérieux. Any change in the ownership or control of the Customer shall be deemed an assignment, which requires written consent from bioMérieux. Any assignment made in violation of this clause shall be null and void.

The Customer acknowledges and agrees that bioMérieux may assign or transfer this Agreement or any of its rights and obligations arising hereunder or any order covered hereunder, to any of its affiliate(s).

16. FORCE MAJEURE

bioMérieux shall not be responsible for any loss or damage, or

any delay or failure in performing its obligations under this Agreement, caused by any occurrence, cause or circumstance beyond bioMérieux's reasonable control, including but not limited to acts of government, foreign or domestic embargoes, strikes, riots, civil disorder, war, explosions', failure of unaffiliated third parties to supply parts, materials or supplies in a timely manner, outage or disruption or cessation of transmission under public communications networks, fire, flood, natural disasters and acts of God (each, a "**Force Majeure Event**").

For the avoidance of doubt, a "Force Majeure Event" includes regulations, measures and/or restrictions imposed by competent authorities (in response to public health emergencies or otherwise) to the extent that such regulations, measures or restrictions render it illegal, hazardous, unduly onerous or commercially unreasonable for bioMérieux to perform any part of this Agreement.

17. MISCELLANEOUS

- (a) If either Party shall neglect or fail to perform any of its obligations under the Agreement and such failure continues for a period of thirty (30) days after written notice thereof, the other

Party shall have the right to terminate the Agreement.

- (b) The Agreement shall not be modified or terminated except by written agreement between the Parties. Notwithstanding any additional terms or conditions included on the Customer's order or subsequent correspondence, such additional terms and conditions shall not become part of the Agreement unless expressly agreed by bioMérieux in writing.
- (c) If any provision of the Agreement is declared invalid, illegal or unenforceable under any applicable law, such provision shall be deemed omitted from the Agreement, but the remaining provisions shall continue in effect.
- (d) No delay or omission by bioMérieux to exercise any right or remedy under the Agreement shall be construed to be either acquiescence or the waiver of its ability to exercise any right or remedy in the future. Any waiver by bioMérieux of any provision of the Agreement shall be in writing and shall not be construed or deemed to be a waiver of any other provision of the Agreement nor waiver of a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by bioMérieux.

Exhibit B2 – General Maintenance and Repair Conditions

1. SERVICE

These General Maintenance and Repair Conditions (“**GMRC**”) shall apply to all maintenance and repair services (the “**Service**”), as more particularly described in Exhibit A, that are provided by bioMérieux to the Customer pursuant to the Agreement on the Customer’s instrument comprising hardware, software, firmware and/or analytical modules (“**Customer’s Instrument**”).

2. TERM

These GMRC are effective from the commencement date as set forth in the Exhibit A and shall continue for the term set forth therein, provided the term shall in no event exceed five (5) years. Unless otherwise agreed between the Parties, these GMRC shall be automatically renewed for one (1) year terms without further action by the Parties by applying an annual price increase not exceeding three percent (3%) for Customer’s Instrument(s) aged six (6) years or less, and eight percent (8%) for Instrument(s) aged seven (7) years or more.

Either Party may terminate these GMRC for convenience by giving one (1) month prior written notice to the other Party without any right to claim any refund or compensation for such termination.

3. INSTRUMENT ELIGIBILITY

The Service provided under these GMRC apply only to the Customer’s Instrument(s) set forth in the Exhibit A. In the event there has been a period in excess of thirty (30) days from the later of (a) the last service event, (b) expiration of warranty, or (c) expiration of previous services agreement, bioMérieux shall have the right to conduct a pre-agreement qualification inspection on the Customer’s Instrument(s), billable at the prevailing fees charged by bioMérieux for preventative maintenance services, plus any additional parts and labor required to bring the Customer’s Instrument(s) to the manufacturer’s specifications.

4. PAYMENT TERMS AND INVOICING

Established prices not including taxes are increased by the applicable value added tax, goods and services tax or similar taxes applicable to bioMérieux’s provision of the Service as at the commencement date. Unless otherwise agreed in writing by bioMérieux, Service shall be invoiced upfront and shall be paid within thirty (30) days from invoice date by bank transfer without deductions. Interest shall be charged for late payments from the date payment becomes due to the actual date of payment bioMérieux at the rate of three (3)% per annum above the Prime Lending Interest Rates of The Hongkong and Shanghai Banking

Corporation Limited (HSBC)¹. Additional compensation may be claimed by bioMérieux for any expenses incurred for the purpose of debt recovery.

Notwithstanding the above, in the event the Customer fails to pay a single instalment, fails to comply with any payment terms and conditions or if bioMérieux deems that the Customer’s financial situation creates a risk of non-payment of amounts owed, bioMérieux reserves the right to:

- (a) immediately revoke all payment facilities and particular commercial conditions offered;
- (b) suspend or cancel without notice nor indemnity, the Agreement; and/or
- (c) require the immediate full payment of the remaining balance, if any.

5. THE CUSTOMER’S OBLIGATIONS

The Customer:

- (a) shall take all appropriate measures to use the Customer’s Instrument(s), including its software, in accordance with standard practices including but not limited to instructions and recommendations provided by bioMérieux;
- (b) undertakes to carry out verification and maintenance control operations or have them carried out in accordance with prescriptions indicated in the user guide or maintenance records;
- (c) undertakes to take all necessary precautions to protect the Customer’s Instrument(s), its own data, software and/or materials, particularly against computer viruses or unauthorized intrusions and/or malicious misconduct;
- (d) shall be responsible for obsolescence management of its own operating systems, equipment and devices and shall purchase obsolescence coverage from bioMérieux for the Customer’s Instrument(s) as necessary (“obsolescence” means, with respect to an equipment or device, the cessation of support of the system/software delivered with the equipment or device, which usually means having to upgrade to a newer or different version);
- (e) undertakes to maintain environmental conditions and installation required by bioMérieux;
- (f) recognizes that the Customer’s Instrument(s) require the intervention of trained and qualified personnel and undertakes not to offer nor accept, directly or indirectly, intervention of any third party unauthorized by bioMérieux for the performance of any services on the Customer’s

¹ Refer to the local jurisdiction

Instrument(s);

- (g) undertakes to purchase all the necessary elements so as to ensure proper functioning of the Customer's Instrument(s);
- (h) undertakes to provide free and full access to the Customer's Instrument(s) during the hours of coverage under the Agreement as set forth more fully in Exhibit A ("**Coverage Hours**"), and access to and use of any machines, attachments or other equipment of the Customer as may be reasonably necessary to provide the Service;
- (i) undertakes to provide bioMérieux at the time of each intervention, whatever its nature, access to the Customer's Instrument(s)' users who can provide any information on any problems or issues identified;
- (j) shall not move or relocate an installed Instrument without bioMérieux's prior written authorization, failing which bioMérieux disclaims any liability related to any and all consequences from such move or relocation, including but not limited to Instrument's failure or dysfunction. Any bioMérieux provisions during the authorized replacement of the Instrument shall be subject to different billing on the basis of bioMérieux's applicable price;
- (k) allows bioMérieux or its representatives to install or have them installed software required for the realization of the Service on the Customer's Instrument(s);
- (l) shall be responsible for providing or procuring the relevant IT connections to enable the installation and operation of the Customer's Instrument(s);
- (m) shall only use computer(s) configured by bioMérieux for connection to a Customer's Instrument and shall not install, nor permit the installation of, any unauthorized hardware and/or software (including mobile or removable communication devices) on the Customer's Instrument and any computer(s) connected to the Customer's Instrument; and
- (n) undertakes to ensure the health, safety and protection of the bioMérieux's authorised representatives, and particularly by verifying that the Customer's Instrument(s) in contact with patients' test samples or any other potentially infectious or hazardous materials have been properly cleaned and sanitized before bioMérieux's intervention, by respecting disinfection standards protocol.

6. BIOMÉRIEUX'S OBLIGATIONS

In accordance with the scope of the Service set forth in the Exhibit A, bioMérieux shall do all what is commercially necessary to provide Services to the Customer as follows:

- (a) perform preventive maintenance services as per the frequency defined by bioMérieux and in compliance with bioMérieux's technical recommendations;

- (b) provided that it is allowed for the Customer's Instrument, to carry out remote maintenance in addition to any support calls in order to evaluate dysfunctions reported by the Customer and, if possible, provide corrective solutions; and
- (c) if bioMérieux agrees to do so, to perform a visit of local site so as to provide corrective maintenance service (the costs of such service shall include the costs of labor and travel rates, expenses and any replacement components considered necessary by bioMérieux). Any replacement component shall be supplied as an exchange, and the replacement component may be of equivalent quality or be an upgraded component, subject to bioMérieux's sole discretion and decision. If access to the local site is denied to bioMérieux during Coverage Hours, and in the sole opinion of bioMérieux, an engineering change will be necessary to maintain the Customer's Instrument in good operating condition, work performed by bioMérieux during non-Coverage Hours shall be charged to the Customer at the bioMérieux's current travel and labour rates.

7. REMOTE MAINTENANCE SERVICE

The Customer expressly allows bioMérieux (including its authorized representatives) to install or have it installed on the Customer's Instrument any and all elements necessary for the performance of the Service such as but not limited to fine tuning, user training, software updates and other appropriate uses of the Customer's Instrument and expressly agrees to the application of Appendix 2 (Special Conditions of Remote Maintenance Services). The Customer shall be responsible for providing all necessary technical resources to enable the remote connection such as internet access.

bioMérieux diagnoses and, if required because of the nature of the incident, intervenes remotely on the Customer's Instrument under such modalities. The Customer expressly agrees to the remote connection by bioMérieux to the Customer's Instrument as required for the provision of the Service (including but not limited to installation of software and electronic media). In particular, the Customer shall ensure the Customer's Instrument is available for maintenance and free from any ongoing procedures.

bioMérieux shall prepare a report to be shared with the Customer on the Remote Maintenance Services that are performed, such report to include the date and nature of each session. In case the Customer denies to bioMérieux the right to perform the Remote Maintenance Services, bioMérieux shall invoice Customer for the service fees including travel and labor associated with onsite interventions to carry out the necessary maintenance operations in accordance with bioMérieux's current price list.

8. VILINK SERVICES

Where applicable, bioMérieux grants the Customer non-exclusive, non-transferable, and limited access to VILINK® (“VILINK”) to assist with the following:

- (a) Customer’s Instrument Support: bioMérieux may remotely access the Customer’s Instrument to (i) investigate, troubleshoot, diagnose, or resolve errors or performance issues, and (ii) provide training and assistance to the Customer. Each VILINK remote access session can only be initiated upon the Customer’s express authorization.
- (b) Operational Data Management: bioMérieux may collect non-personal operational or technical data related to the use or performance of the Customer’s Instrument to monitor performance and for other related analytical, statistical, or benchmarking purposes. bioMérieux may use such non-personal data (i) to improve and enhance the Customer’s Instrument or Services, (ii) for research and development related to new products, features, or services, and (iii) for other internal business and operational purposes.
- (c) Software Update Delivery: bioMérieux may deliver patches, modifications, enhancements, corrections and/or security improvements to the Customer’s Instrument (“**Software Updates**”). bioMérieux’s obligation under this Clause is limited to the remote delivery of Software Updates to the Customer’s Instrument. The Customer shall be responsible to install the Software Updates on the Customer’s Instrument.
- (d) Fee: The Customer acknowledges that failing to implement VILINK shall result in a 20% increase in applicable service or extended warranty costs. For VITEK MS PRIME, additional fees shall apply.

9. EXCLUSIONS

The following are expressly excluded from the Service, and the Service do not include any services or other obligations by bioMérieux, to the extent required in connection with or as a result of:

- (a) the Customer’s or any third party’s error, neglect, or abuse in the operation or handling of the Customer’s Instrument, or the use of it for a purpose other than that for which it was designed;
- (b) the Customer’s failure to provide a suitable environment for the Customer’s Instrument or to adequately furnish all facilities required by the manufacturer’s installation manual, including, but not limited to, proper electrical power, air conditioning, and humidity control;
- (c) the Customer’s failure to maintain the Customer’s Instrument in accordance with the routine maintenance requirements set forth in any manuals covering the Customer’s Instrument;
- (d) repair or service made or attempted by any party other than

bioMérieux’s authorized personnel without bioMérieux’s prior written consent;

- (e) alterations performed by any party other than bioMérieux or its authorized representative, which may include, but not be limited to, any deviation from the manufacturer’s physical, mechanical, or electrical design of the Customer’s Instrument;
- (f) service and/or support on any laboratory information system (LIS) interface (unless otherwise agreed to by bioMérieux in writing);
- (g) software not provided by bioMérieux or consequences of their utilization, or for any damage caused by introduction or activation of a virus by the Customer;
- (h) any move or relocation of the Instrument other than performed by bioMérieux’s authorized personnel and without bioMérieux’s prior written consent;
- (i) accidents or disasters, which shall include, but not be limited to, fire, flood, water, wind, lightning, earthquake, and termination of or a surge in electric current.

Any services requested by the Customer from bioMérieux, including travel and onsite interventions as well as associated labor and replacement components, to correct the Customer’s Instrument’s problem(s) due to any of the exclusions mentioned above shall be billed by bioMérieux to the Customer according to bioMérieux’s current price list.

10. SOFTWARE

All the associated software licenses provided by bioMérieux are the subject of a non-exclusive license to use: the software shall not be reproduced, modified, assigned, sub-licensed, adapted without bioMérieux’s express written consent. Except for the non-exclusive license to use the software in the manner necessary for the operation of the Customer’s Instrument(s), the Customer does not acquire any intellectual property right, title or interest in the software. The Customer is cautioned that reproducing, modifying or using any software without the relevant owner’s authorisation may amount to infringement of intellectual property rights which may trigger civil and/or criminal liability. Software provided by bioMérieux are free from known viruses at the time of delivery. The Customer commits to take all necessary measures in order to ensure logical and physical security of its information systems, including equipment and software. The Customer shall be responsible for ensuring that (a) no dangerous code, computer viruses, Trojan horse or similar cybersecurity threats (collectively, “**Computer Viruses**”) are written, charged or introduced to its system environment and (b) the Customer’s system environment is compatible with the equipment provided by bioMérieux. bioMérieux shall not be responsible for any

contamination by Computer Viruses and reserves the right to bill any provision requested by the Customer as a result of such a contamination.

11. WARRANTY SERVICE COVERED SEPARATELY

These GMRC do not apply to the standard services that are covered by the warranty attached to the Instrument(s) that are sold to the Customer as explained below.

Unless otherwise agreed in writing between the parties, all Instrument(s) sold to the Customer under the relevant sale agreement are warranted against defects in workmanship and material for a period of twelve (12) months from the date of the signature by the Customer of the take-over certificate. Under that warranty, bioMérieux's sole responsibility shall be to repair or replace any defective Instrument and does not cover: (a) Instrument(s) handled or used not in accordance with bioMérieux's operating instructions as well as with the Customer's obligations as defined in Clause 5 above herein this Exhibit B2; (b) any and all actions taken on the Instrument including but not limited to preventive maintenance, transshipment or relocation of the Instrument and any software-related action such as password resets, middleware integration, database cleansing, LIS interface troubleshooting, modification or redesign

12. LIMITATION OF LIABILITY

bioMérieux's maximum aggregate liability arising from the provision of the Service shall in no event exceed an amount to 100% of the fees paid by the Customer to bioMérieux for the Service in the preceding twelve (12) months, provided that the foregoing shall not exclude liability for fraud, willful misconduct or any other liability that cannot be excluded or limited under the applicable law. bioMérieux shall not be liable to the Customer

for any incidental, consequential or special damages, including, but not limited to, lost business, anticipated savings or lost profits, whether foreseeable or not, even if the other party has been advised, knew or should have known of the possibility of such damages.

In addition, bioMérieux shall not be responsible for any direct or indirect losses, liabilities, damages, costs and expenses arising from the Customer's failure to comply with its obligations under Clause 5 above herein this Exhibit B2 or the failure or breakdown of the Customer's Instrument(s) (including loss of data or information). bioMérieux shall not be liable to (a) restore data or information by whatever means (restoration, recuperation, etc.) and at its own costs, nor (ii) compensate for the loss or inability to use of the information due to handling errors on a computer system or the Customer's network/system malfunction.

13. FORCE MAJEURE

Refer to Clause 16 of Exhibit B1.

14. INSURANCE

bioMérieux is insured against the pecuniary consequences of civil liability arising from personal injury or damage to property arising from its performance of the Service and worker's compensation insurance for its employees in accordance with applicable laws and regulations.

15. PERSONAL DATA

Refer to Clause 13 of Exhibit B1.

16. MISCELLANEOUS

Refer to Clause 17 of Exhibit B1.

Appendix 1 (Level of Services Description) and Appendix 2 (Special Conditions of Remote Maintenance Services) shall be incorporated into and form an integral part of this Exhibit B2.

**APPENDIX 1:
LEVEL OF SERVICES DESCRIPTION**

Level 1 (L1) Services

Core Scope	1. Hotline access during normal working hours only (including assistance through VILINK® if the Customer's Instrument is connected) 2. Preventive maintenance in accordance with manufacturer specifications Repairs are <u>not</u> part of the core scope but remain accessible as on-demand services during normal working hours only. Any other service requested, if not part of the delivery options or additional service items ordered by the Customer will be invoiced additionally as on-demand services.
Exclusions	High value service options linked to repair (covered under L2 Services).
Delivery Options (billable)	The Customer to contact bioMérieux for information on accelerated delivery options that are available for consideration.
Additional Service Items (billable)	The Customer to contact bioMérieux for information on additional service items that are available for consideration.

Level 2 (L2) Services

Core Scope	1. Hotline access during normal working hours only (including assistance through VILINK® if the Customer's Instrument is connected) 2. Preventive maintenance in accordance with manufacturer specifications 3. Repairs (including spare parts, travel, labour etc) not due to customer liability during normal working hours only
Exclusions	Service level agreement on uptime and change of consumables/third party accessories.
Delivery Options (billable)	The Customer to contact bioMérieux for information on delivery options that are available for consideration.
Additional Service Items (billable)	The Customer to contact bioMérieux for information on additional service items that are available for consideration.

IT Obsolescence (billable)	IT obsolescence and hardware renewal can be selected as a delivery option for obsolescence coverage. If not selected, the Customer will have to be invoiced additionally as on-demand services.
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In this Appendix, “normal working hours” shall mean 09:00hrs to 18:00hrs from Mondays to Fridays, excluding weekends and public holidays in Hong Kong. All Services are delivered during normal working hours and bioMérieux may impose additional charges for services requested to be performed by the Customer outside of normal working hours.

APPENDIX 2: SPECIAL CONDITIONS OF REMOTE MAINTENANCE SERVICES

The present special conditions are exclusively applicable upon subscription of remote maintenance services through the VILINK® application provided by bioMérieux. The VILINK® remote maintenance is supplied to the Customer in addition to other forms of maintenance offered by bioMérieux (onsite services, telephone assistance) and is used to refine the assessment of malfunctions and provide preventive and/or corrective solutions.

1) OBJECT

This Appendix is incorporated into and forms an integral part of the GMRC, and aims to define the specific conditions under which bioMérieux undertakes to provide, at the request of the Customer, the Remote Maintenance Services (as defined below) through the VILINK® application provided by bioMérieux.

All capitalised terms not specifically defined in this Appendix shall bear the meanings ascribed to them in the GMRC, unless the context otherwise requires. In this Appendix, references to “bioMérieux” shall include bioMérieux SA and its affiliates or any one of them.

2) SERVICES OFFERED BY BIOMÉRIEUX

Pursuant to the terms and conditions in this Appendix, bioMérieux agrees to perform remote maintenance services through the VILINK® application to diagnose malfunctions, provide updates to the system and/or software, and provide preventive and/or corrective solutions (“**Remote Maintenance Services**”) for the Customer’s Instrument(s) (as defined in the GMRC).

3) VILINK® INSTALLATION

The Customer hereby authorises bioMérieux (including its representatives) to install or cause to be installed all and various components parts of VILINK® on the Customer’s System (as defined below). The final validation of the installation remains the responsibility of the Customer.

VILINK® remains the property of bioMérieux and/or third parties which have granted the rights necessary to bioMérieux, the Customer being entitled to use VILINK® for the sole purpose of the Remote Maintenance Services.

In order to ensure an efficient use of VILINK®, the Customer shall provide complete and accurate information relating to the technical characteristics of the Customer’s computing environment, including the materials, software and network infrastructure of the Customer’s system (the “**Customer’s System**”).

The Customer shall set up and maintain, at its own expense, a secure access to the internet allowing the connection of bioMérieux by means of the VILINK® application, preventing any intrusion from unauthorised third parties through Customer’s System.

bioMérieux will operate the installation of VILINK® in accordance with the network strategy set up and validated by the Customer, and then verify that the Remote Maintenance is functional on the Customer’s System.

bioMérieux will provide access to the Customer to the qualification procedures allowing the Customer to qualify the Customer’s System after Customer’s installation and update its antivirus software and the critical security updates related to the operating system of the Customer’s System.

bioMérieux will train Customer on the use of VILINK®.

4) ACTIVATION PROCEDURE OF THE REMOTE MAINTENANCE SERVICE

4.1 Activation at the initiative of CUSTOMER

The connection to the Customer’s System will be implemented upon the Customer’s request by call and confirmed by fax and/or email. Such connection will be deployed further at the Customer’s request. The Remote Maintenance Services through VILINK® will be executed under sole control of the Customer in accordance with the installation requirements as defined in paragraph 3 above herein this Appendix 2.

4.2 Activation at the initiative of BIOMÉRIEUX

bioMérieux may, for the sole purpose of the proper execution of the Remote Maintenance Services, collect certain technical data so as to ensure a continuous control and screening of the Customer's System to enable bioMérieux to react in the briefest delay in case of any incident. The Remote Maintenance Services through VILINK® will be executed under sole control of the Customer in accordance with the installation requirements as defined in paragraph 3 above herein this Appendix 2.

5) TERMS AND CONDITIONS GOVERNING THE PERFORMANCE OF REMOTE MAINTENANCE SERVICES

Without prejudice to the terms of Clause 7 of the GMRC, the Customer expressly agrees that for the sole purpose of the proper execution of the Remote Maintenance Services, bioMérieux shall be entitled to transfer and/or submit system/software updates as well as correctives and security patches.

The Customer is responsible for the personal data contained in the Customer's System. As the controller of the personal data, the Customer remains in charge of completing any formalities or obtaining any regulatory authorisations that may be required for the Remote Maintenance Services carried out by bioMérieux acting as the data processor to the controller of the personal data under the applicable law.

The Customer shall notify bioMérieux of the personal data that may be disclosed, made available or transmitted to bioMérieux in the course of performing the Remote Maintenance Services. The Customer shall also communicate the written instructions and any applicable or relevant security or confidentiality measures which should be implemented by bioMérieux as the processor of the controller of personal data ("**Instructions**"). The additional costs associated with the implementation of the Instructions by bioMérieux shall be borne by the Customer. In any case, bioMérieux will apply the security and confidentiality standards of VILINK® which are detailed in the user manual provided by bioMérieux during the installation of VILINK®.

6) LIABILITY OF THE PARTIES

6.1 Liability of BIOMÉRIEUX

Without prejudice to Clauses 9, 11 and 12 of the GMRC, bioMérieux shall not be liable for any difficulties, dysfunctions, incidents, losses, accidents or disasters of any nature whatsoever related to the following cases:

- (a) non-observance by the Customer of the user manual and/or the instructions given by bioMérieux as well as standard practices;
- (b) failure to provide correct, complete and/or compliant information required for the installation of the remote connection;
- (c) failure to communicate Instructions or the communication of incorrect, incomplete and/or non-compliant Instructions;
- (d) negligent acts or handling errors of the Customer's staff which may conduct in a partial or complete dysfunction of the Remote Maintenance Services;
- (e) the connection/disconnection, addition or deletion of a hardware device without prior consultation of bioMérieux which may conduct in a partial or complete dysfunction of the Remote Maintenance Services;
- (f) the performance, stability and/or connectivity failures of any nature whatsoever related to the interactions between VILINK® and the Customer's System, including the use of internet;
- (g) any incidents arising from the exploitation by third parties of security breaches on the Customer's System (particularly attacks or software virus which may result or not to a partial or complete dysfunction); and
- (h) the change, configuration, or move of the Customer's System without prior written consultation with bioMérieux.

6.2 Liability of The Customer

- (a) The Customer is solely responsible for the Customer's System configuration.
- (b) The Customer is solely responsible for providing complete and compliant information related to the Customer's System (including the Instructions).
- (c) The Customer shall acquaint himself of the user manual that will be communicated to him during the installation of VILINK®.
- (d) Upon bioMérieux's request, the Customer shall perform the potentially needed operations at the opening or during the Remote Maintenance session;
- (e) The Customer remain solely responsible for the direct and/or indirect consequences due to a non-compliant operation with respect to the installation Instructions, User Manual and/or any request formulated by bioMérieux during a session for Remote Maintenance Services;
- (f) The Customer remains solely responsible in the case of dysfunctions or difficulties of any nature whatsoever that may arise in its computer system, equipment, network or software, including the Customer's System; and
- (g) The Customer shall ensure the integrity of the software and materials provided by bioMérieux for the completion of the Remote Maintenance Services.

The Customer remain solely responsible for the acquisition from third parties of the rights and authorisations allowing bioMérieux to operate the installation of VILINK® in the Customer's System.