



# BIOMÉRIEUX VISION SUITE

## Additional Terms and Conditions - FIREWORKS™

### 1. APPLICABILITY

These BIOMÉRIEUX VISION SUITE Additional Terms and Conditions - FIREWORKS™ (“**FIREWORKS Additional Terms**”) apply to FIREWORKS™ only and supplement the General Terms. In the event of a conflict between these FIREWORKS Additional Terms and the General Terms, these FIREWORKS Additional Terms shall control.

### 2. DEFINITIONS

- 2.1 “**Anonymized Data**” shall have the meaning set forth in the General Terms.
- 2.2 “**bioMérieux**” shall have the meaning set forth in the General Terms.
- 2.3 “**bioMérieux Instrument**” shall have the meaning set forth in the General Terms.
- 2.4 “**bioMérieux Solution**” shall have the meaning set forth in the General Terms.
- 2.5 “**Configure**” shall mean the process of making the Software ready for use on the bioMérieux Instrument and may be accomplished either remotely or on-site. “**Configuration**” and “**Configured**” shall have corresponding meanings.
- 2.6 “**Customer**” shall have the meaning set forth in the General Terms.
- 2.7 “**Customer Environment**” shall have the meaning set forth in the General Terms.
- 2.8 “**Customer Information**” shall have the meaning set forth in the General Terms.
- 2.9 “**Data Processing Terms**” shall refer to the Data Processing Terms that are incorporated into the General Terms by reference.
- 2.10 “**De-identified Data**” shall have the meaning set forth in the General Terms.
- 2.11 “**FIREWORKS**” shall mean the bioMérieux Solution that provides total insights and analytics into Instrument performance, utilization, and laboratory workflow management that is marketed as FIREWORKS™.
- 2.12 “**General Terms**” shall mean the BIOMÉRIEUX VISION SUITE General Terms and Conditions.
- 2.13 “**Non-Personal Data**” shall have the meaning set forth in the General Terms.
- 2.14 “**Personal Data**” shall have the meaning set forth in the General Terms.
- 2.15 “**Service**” shall mean cloud-hosted service provided to Customer as part of the FIREWORKS offering.
- 2.16 “**Software**” shall mean software developed by bioMérieux and installed on connected bioMérieux Instruments to facilitate access to and use of FIREWORKS.
- 2.17 “**Technical Data**” shall have the meaning set forth in the General Terms.
- 2.18 “**User Information**” shall have the meaning set forth in the General Terms.

### 3. ADDITIONAL TERMS AND CONDITIONS

- 3.1 **Implementation.** Customer shall identify relevant Instruments and make the applicable Customer Environment readily available and accessible to bioMérieux at the time of or prior to the Configuration of the relevant Software. Customer shall be responsible for providing all reasonably requested assistance to bioMérieux in a timely manner to ensure bioMérieux can Configure the Software as agreed upon.
- 3.2 **Software Update.** The Software can be Configured to automatically implement software updates. By agreeing to these Additional Fireworks Terms, Customer is providing bioMérieux with authorization to automatically implement the pertinent software updates on the Software. The Software may also be Configured to automatically receive other software updates pertaining to Instruments. However, these other software updates will require User intervention in order to be installed.
- 3.3 **Administrator Functions.** Customer shall be responsible for maintaining, at all times during the Term, one or more current and active administrators of Customer’s account for the Service, and for disabling User accounts immediately upon a User’s separation from Customer or for any other applicable reason.
- 3.4 **Data.** Customer acknowledges and understands that bioMérieux’s provision of the Service entails the collection and processing of Personal Data which shall be governed by the applicable Data Processing Terms. In addition, Customer acknowledges and understands that, as part of bioMérieux’s provision of the Service, it may be necessary for bioMérieux to collect and process Non-Personal Data in the form of Technical Data, User Information, Customer Information, and/or Anonymized Data or De-identified Data as applicable.
- 3.5 **Cp Viewer Component.** Where applicable, Customer understands and acknowledges that the optional Cp Viewer Component of FIREWORKS has not been considered or cleared by the United States Food and Drug Administration or any other regulatory agency in the United States, in the European Union, or elsewhere and is thus not intended for patient care. No license is conveyed or implied for Customer to use, and Customer agrees not to use, the Cp Viewer Component in any manner requiring any regulatory approval, clearance, or registration.