



BIOMÉRIEUX VISION SUITE Additional Terms and Conditions - LUMED™

THESE BIOMÉRIEUX VISION SUITE ADDITIONAL TERMS AND CONDITIONS - LUMED™ ("**ADDITIONAL LUMED™ TERMS**") SHALL APPLY TO LUMED™ MODULES AND SHALL SERVE AS A SUPPLEMENT TO THE BIOMÉRIEUX VISION SUITE GENERAL TERMS AND CONDITIONS ("**GENERAL TERMS**") AND THE SERVICES TERMS ("**SERVICES TERMS**"). IN THE EVENT OF A CONFLICT BETWEEN THE CONTRACTUAL DOCUMENTS, THE FOLLOWING ORDER OF PRECEDENCE SHALL APPLY IN DECREASING ORDER: (1) THE ADDITIONAL LUMED™ TERMS, (2) THE SERVICES TERMS, AND (3) THE GENERAL TERMS.

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

1. ADDITIONAL DEFINITIONS

- 1.1 **"Anomaly"** refers to a malfunction or an error affecting the bioMérieux Solution and preventing the use of all or part of the bioMérieux Solution.
- 1.2 **"APSS™"** refers to a LUMED™ Module consisting of an on-premise clinical decision support software designed to assist clinicians in making treatment decisions for patients through a system of alerts as described in its user manual.
- 1.3 **"Blocking Anomaly"** refers to an Anomaly which makes the entire or critical functions of bioMérieux Solution impossible to use.
- 1.4 **"Business Days (BD)"** refers to the days from Monday to Friday, excluding public holidays in Territory.
- 1.5 **"Business Hours (BH)"** refers to the hours between 9:00 a.m. and 5:00 p.m. during Business Days in Territory.
- 1.6 **"License Fees"** refers to the price payable by Customer to bioMérieux, as specified in the Order Documentation, for the right to use the LUMED™ Module(s).
- 1.7 **"LUMED™"** refers to an On-Prem Software intended to be installed in health facilities and composed of different modules proposing different features including but not limited to APSS™, ZINC™ and ONCO™.
- 1.8 **"LUMED™ Module(s)"** refers to the LUMED™ Module(s) such as APSS™, ZINC™ and ONCO™ as defined in the Order Documentation.
- 1.9 **"Major Anomaly"** refers to an Anomaly which substantially affects critical function of bioMérieux Solution and that can be bypassed by the implementation of degraded solutions, informatic or manual.
- 1.10 **"Minor Anomaly"** refers to an Anomaly which allows bioMérieux Solution to be used.
- 1.11 **"ONCO™"** refers to a LUMED™ Module consisting of a protocol management and computerized prescription order.
- 1.12 **"Professional Services"** refers to the installation, configuration and training related to the LUMED™ Module(s) and as defined in the Order Documentation.
- 1.13 **"Services"** refers to both the Professional Services and Support Services.
- 1.14 **"Support Fees"** refers to the annual price payable by Customer to bioMérieux for the provision of Support Services.
- 1.15 **"Support Services"** refers to the provision of the maintenance (preventive or corrective) and repair work that are to be supplied to Customer under the Agreement in relation to the LUMED™ Module(s).
- 1.16 **"User Manual"** refers to the APSS™ modules documentation describing the LUMED™ Modules features.
- 1.17 **"ZINC™"** refers to a LUMED™ Module consisting of an infection prevention and control designed to alert in case of a suspicion of nosocomial infection and to manage protocol for patient isolation.



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2. ADDITIONAL TERMS AND CONDITIONS

2.1 Subscription Term.

- (a) Subject to payment of the License Fees and the Support Fees, the license to use the LUMED™ Module(s) is granted for the duration specified in the Order Documentation that shall never exceed the Support Services duration related to the relevant LUMED™ Module(s).
- (b) In the event of non-payment of the annual Support Fees and/or the License Fees, the license to use the LUMED™ Module(s) shall be automatically terminated and Customer must immediately cease all use of the LUMED™ Module(s) by the Users.

2.2 Authorized Use Limitations LUMED™ - supplement to Section 7.3 of the General Terms.

- (a) The License Fees are set according to a number of beds made available to patients by Customer as specified in the Order Documentation (the “**Authorized Use Limitations**”). Customer is only authorized to use the LUMED™ Module(s) within these Authorized Use Limitations.
- (b) If Customer wishes to use LUMED™ Module(s) for a number of beds exceeding the Authorized Use Limitations, Customer shall pay additional fees according to the public prices in force.

2.3 Additional obligations – supplement to Section 4.3 of the General Terms.

- (a) Customer acknowledges and agrees that the proper performance of the Services require the close and active cooperation and participation of Customer with bioMérieux’s teams.
- (b) In this respect, Customer undertakes to answer any questions and provide any information required for the provision of the Services within a maximum period of ten (10) Business Days.

2.4 Disclaimer – supplement of section 12.2 of the General Terms. Customer must ensure that all Users of APSS™ :

- (a) are clinicians with expertise in particular in antibiotic stewardship and/or infectious diseases. Customer must therefore take all necessary security measures to restrict access to APSS™ to any other staff member or third party who does not have this qualification;
- (b) receive proper training on the use of APSS™ before starting using it to understand how to interpret APSS™’s alerts and integrate them into their clinical decision-making process. It is Customer’s responsibility to ensure and verify that all Users of APSS™ are properly trained.

APSS™ is not intended to replace the role of a clinician, or its clinical judgment and expertise. APSS™ serves only as a support tool for existing antimicrobial stewardship programs and clinical workflows.

Customer is responsible for (i) the accuracy of Data and information available in APSS™ (ii) defining the alerts of APSS™ during the configuration stage, (iii) verifying the accuracy of each Data uploaded in APSS™, and (iv) reviewing each alert made by APSS™.

Customer expressly accepts all risks inherent to accessing to and using APSS™. In consequence, Customer is responsible for taking all suitable measures to minimize harmful consequences linked notably to potential errors (including incorrect alerts or the absence of alerts) or interruptions in the operation of APSS™.

bioMérieux does not guarantee that LUMED™ will work without interruption and that the alerts will be free from errors.

2.5 Materiovigilance. When legally required, Customer shall report to bioMérieux any incident or risk of an incident involving APSS™.

2.6 Data. Customer acknowledges and understand that all Data requested by bioMérieux shall be uploaded to LUMED™ Module(s) for its/their proper operation of services.



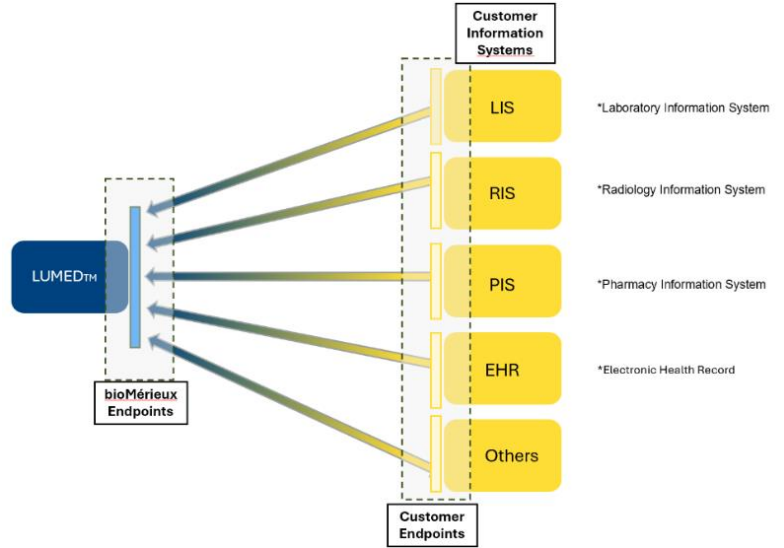
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2.7 Connectivity and Endpoints

The installation of LUMED™ implies connections to each Customer’s health information systems, such as LIS, EHR, ADT, HIS, middleware, integration engine, etc. (the “**Customer Information Systems**”).

Those connections involve two endpoints (the “**Endpoints**”) each (see illustration on the right): one on the LUMED™ side and one on the Customer’s side. Each connection handles inbound Data flows from the different Customer Information Systems to LUMED™.



bioMérieux shall not assume any responsibility or cost for the Customers’ Endpoints.

bioMérieux provide once the following LUMED™ numbers of Endpoints :

- 5 Endpoints for APSS™ or APSS™+ZINC™
- 2 Endpoints for ZINC™ standalone or ONCO™ standalone

Additional connections will be subject to an extra charge.

Any changes or adjustments required by the Customer to the LUMED™ Endpoints due to a change in the Customer Endpoint(s) and/or Customer Information Systems will be subject to a separate order charged by bioMérieux.

3. SUPPORT SERVICE

Updates and Upgrades are included for the Support Service duration.

bioMérieux shall use its commercial reasonable efforts to provide an initial response and try to resolve an Anomaly that has been Reported based on its priority and severity level according to the target specified below.

SUPPORT SERVICE SLA

MAXIMUM TIME TO PROCESS ANOMALIES					
SEVERITY LEVEL	Response Time	Time to provide an existing fix	Time to provide workaround	Time to provide a non-existent fix without workaround	Time to provide a non-existent fix with workaround
MINOR ANOMALY	2 Business Days	30 Business Days		90 Business Days	
MAJOR ANOMALY	4 Business Hours	10 Business Days	3 Business Days	10 Business Days	90 Business Days
BLOCKING ANOMALY	4 Business Hours	2 Business Days	2 Business Days	2 Business Days	10 Business Days