



BIOMÉRIEUX VISION SUITE Additional Terms and Conditions – CLARION™

1. APPLICABILITY

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

2. DEFINITIONS

- 2.1 “**Agreement**” shall have the meaning set forth in the General Terms.
- 2.2 “**Anonymized Data**” shall have the meaning set forth in the General Terms.
- 2.3 “**bioMérieux**” shall have the meaning set forth in the General Terms.
- 2.4 “**bioMérieux Integration Engine**” shall mean the software provided by bioMérieux to Customer as part of the Service to enable collection of Data from connected Instruments for onward transmission to cloud-hosted servers. The bioMérieux Integration Engine does not enable collection of Data independent of the Service.
- 2.5 “**bioMérieux Solution**” shall have the meaning set forth in the General Terms.
- 2.6 “**CLARION**” shall mean the bioMérieux Solution that tracks and compares Data across departments, processes, regions, and vendors to create actionable insights via easy-to-use dashboards.
- 2.7 “**Customer**” 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 “**Customer IT Environment**” shall have the meaning set forth in the General Terms.
- 2.10 “**Data**” shall have the meaning set forth in the General Terms.
- 2.11 “**De-identified Data**” shall have the meaning set forth in the General Terms.
- 2.12 “**Data Processing Terms**” shall have the meaning set forth in the General Terms.
- 2.13 “**General Terms**” shall mean the BIOMÉRIEUX VISION SUITE General Terms and Conditions.
- 2.14 “**Instrument**” shall have the meaning set forth in the General Terms.
- 2.15 “**Non-Personal Data**” shall have the meaning set forth in the General Terms.
- 2.16 “**On-Prem Software**” shall have the meaning set forth in the General Terms.
- 2.17 “**Order Documentation**” shall have the meaning set forth in the General Terms.
- 2.18 “**Personal Data**” shall have the meaning set forth in the General Terms.
- 2.19 “**Service**” shall mean cloud-hosted services provided to Customer as part of the CLARION offering.
- 2.20 “**Technical Data**” shall have the meaning set forth in the General Terms.
- 2.21 “**User**” shall have the meaning set forth in the General Terms.
- 2.22 “**User Information**” shall have the meaning set forth in the General Terms.

3. ADDITIONAL TERMS AND CONDITIONS

- 3.1 **Implementation.** Unless otherwise agreed upon in writing, the following provisions shall apply to bioMérieux’s implementation activities.
 - (a) Within thirty (30) days of Customer’s execution of the Order Documentation, Customer shall grant bioMérieux access to the Customer IT Environment and relevant Instruments to facilitate the collection of Data for upload to CLARION for purposes of generating provisional reports (“**Provisional Reports**”).
 - (b) Customer shall have fourteen (14) business days upon receipt of the Provisional Reports to request changes, if any, to the format of the reports.
 - (c) Provisional Reports shall be deemed accepted by Customer upon the earlier of (i) Customer’s notification to bioMérieux of its acceptance of the Provisional Reports or (ii) thirty (30) days following Customer’s receipt of the Provisional Reports for review.
 - (d) In order to facilitate bioMérieux’s implementation activities, Customer shall (i) make available to bioMérieux all personnel (including subject matter experts) needed to support bioMérieux’s implementation activities and shall ensure such personnel’s attendance at scheduled implementation meetings; (ii) grant bioMérieux access to the Customer IT Environment and relevant Instruments to enable the routine collection of Data on an ongoing basis, including installing any connector software; and (iii) make available to bioMérieux all necessary Customer documentation.
 - (e) Customer’s failure to comply with its obligations under this Section 3.1 may result in (i) bioMérieux’s suspension of its implementation activities pending Customer’s fulfillment of its obligations and (ii) accrual of additional support service fees resulting from Customer’s failure to fulfill its obligations in a timely manner. bioMérieux’s suspension of any implementation activities shall not relieve Customer of its payment obligations under the Agreement.
- 3.2 **Support.** Unless otherwise stated in the Order Documentation, Fees include five (5) hours, per year, of support service and/or customizations, enhancements and support to deploy/maintain the Service. Any requests for additional support services, including but not limited to incremental data channels for new data analysis, additional seats, and/or professional services fees will be billed on a time and materials basis. bioMérieux will use commercially reasonable efforts to provide telephone support Monday through Friday, excluding holidays, during bioMérieux’s normal business hours (9.00 am to 5.30 pm) in the Eastern time zone of the United States or as otherwise prescribed in the applicable Documentation. Requests outside of the normal support hours will be responded to as soon as possible. Custom reports outside of the defined modules or beyond the 5-hour customization allowance will be billed at \$275 (US) per hour, or as otherwise provided for in the applicable Documentation, in five-hour increments. Where support services require travel to Customer’s site, travel and other expenses shall be subject to reimbursement by Customer. Failure to maintain a remote channel through VILINK® or another bioMérieux-approved remote solution may result in additional support service fees.
- 3.3 **Training.** Training on the use of the Service will be provided to the number of Users and at a time agreed upon in advance by bioMérieux and Customer.



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3.4 Data. Customer acknowledges that bioMérieux’s provision of the Service may entail the collection and processing of Personal Data which shall be governed by the applicable Data Processing Terms. In addition, Customer acknowledges 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, Customer Information, User Information, and/or Anonymized Data or De-identified Data as applicable.

3.5 bioMérieux Integration Engine. The bioMérieux Integration Engine is licensed to the Customer pursuant to the provisions of the General Terms that apply to On-Prem Software for purposes of (i) processing HL7 messages and data flowing into or out of the Instrument and (ii) communicating via TCP/IP with no more than five (5) applications or sockets within the Customer IT Environment. Additionally, and where applicable, the third-party software developer of the bioMérieux Integration Engine shall be deemed to be a third-party beneficiary of the General Terms.