



BIOMÉRIEUX VISION SUITE

Additional Terms and Conditions - MAESTRIA™

1. APPLICABILITY

These BIOMÉRIEUX VISION SUITE Additional Terms and Conditions - MAESTRIA™ (“**MAESTRIA Additional Terms**”) apply to MAESTRIA™ only and supplement the General Terms. In the event of a conflict between these MAESTRIA Additional Terms and the General Terms, these MAESTRIA 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 “**Customer**” shall have the meaning set forth in the General Terms.
- 2.5 “**Customer-Hosted Data**” shall have the meaning set forth in the General Terms, specifically Section 8.3(b).
- 2.6 “**Customer Information**” shall have the meaning set forth in the General Terms.
- 2.7 “**Customer IT Environment**” shall have the meaning set forth in the General Terms.
- 2.8 “**Customer Premises**” shall have the meaning set forth in the General Terms.
- 2.9 “**Data Privacy Laws**” shall have the meaning set forth in the General Terms.
- 2.10 “**De-identified Data**” shall have the meaning set forth in the General Terms.
- 2.11 “**Documentation**” shall have the meaning set forth in the General Terms.
- 2.12 “**General Terms**” shall mean the BIOMÉRIEUX VISION SUITE General Terms and Conditions.
- 2.13 “**Instrument**” shall have the meaning set forth in the General Terms.
- 2.14 “**LIS**” shall mean a laboratory information system, namely, a software-based information system that supports a laboratory’s operations and which includes or enables the processing, storing, and managing of patient data related to laboratory processes and testing.
- 2.15 “**MAESTRIA Configuration**” shall mean the MAESTRIA Software and Hardware provided to Customer.
- 2.16 “**MAESTRIA Hardware**” shall mean the hardware platform (MAESTRIA Server or PC) provided by bioMérieux on which the MAESTRIA Software is installed.
- 2.17 “**MAESTRIA Server**” shall mean a computer provided by bioMérieux that hosts the MAESTRIA Software.
- 2.18 “**MAESTRIA Software**” shall mean a machine-executable copy of MAESTRIA™ middleware and any modifications, enhancements, updates, and/or versions.
- 2.19 “**MAESTRIA Software Update**” shall mean successive releases of the applicable MAESTRIA Software version with pertinent corrections, adaptations, or changes.
- 2.20 “**MAESTRIA Software New Version**” shall mean a new version of MAESTRIA Software with major new operational and technical functionalities.
- 2.21 “**Non-bioMérieux Instruments**” shall mean the Instruments that are not bioMérieux Instruments.
- 2.22 “**Ordering Documentation**” shall have the meaning set forth in the General Terms.
- 2.23 “**Personal Data**” shall have the meaning set forth in the General Terms.
- 2.24 “**Technical Data**” shall have the meaning set forth in the General Terms.
- 2.25 “**Terms**” shall have the meaning set forth in the General Terms.
- 2.26 “**User Information**” shall have the meaning set forth in the General Terms.
- 2.27 “**Virtual Machine**” shall mean the virtual machine platform on which the MAESTRIA Software is installed.

3. ADDITIONAL TERMS AND CONDITIONS

3.1 **Access.** At bioMérieux’s sole discretion and election, access to MAESTRIA Software and related products, features or services shall be granted to Customer either as a subscription or a perpetual license as set forth below and summarized in the attached Schedule A.

- (a) *Subscription.* As applicable, bioMérieux grants Customer a renewable periodic license subject to the General Terms and these MAESTRIA Additional Terms (“**Subscription**”). The Subscription shall cover (i) MAESTRIA Software and (ii) Instrument connection and support, as mandatory offerings during the term of the Subscription. At Customer’s election, and where available, the Subscription may also cover (i) a culture management solution, (ii) a Bruker connector, (iii) a lab analytics solution, and/or (iv) a third-party connector, as optional offerings.
- (b) *Perpetual License.* As applicable, bioMérieux grants Customer a perpetual license subject to the General Terms and these MAESTRIA Additional Terms (“**Perpetual License**”). The term of the Perpetual License shall be for as long as Customer uses MAESTRIA in compliance with the General Terms and these terms (“**Perpetual License Term**”). The Perpetual License shall cover MAESTRIA Software, as a mandatory offering, and, at Customer’s election, may also cover (i) a culture management solution and (ii) a Virtual Machine, as optional offerings. As a condition for the Perpetual License, Customer shall acquire and maintain (i) MAESTRIA Software Update and support services and (ii) Instrument connection and support services, at all times during the Perpetual License Term as mandatory offerings pursuant to a subscription or a service agreement. Additionally, at Customer’s election and where available, Customer may acquire and maintain (i) a Bruker connector and (ii) a lab analytics solution, pursuant to a subscription or a service agreement.

3.2 MAESTRIA Software.

- (a) Customer shall use the MAESTRIA Software only on MAESTRIA Hardware or dedicated Virtual Machine.
- (b) Customer may physically transfer the MAESTRIA Software from one MAESTRIA Hardware or Virtual Machine to another, provided that the MAESTRIA Software is used on only one instance of MAESTRIA Hardware or Virtual Machine at a time and that the hardware platform is validated by bioMérieux.
- (c) Except as restricted in the applicable Documentation, Customer may access the MAESTRIA Software via the Internet or a network application.
- (d) Without prejudice to the rights granted to Customer, Customer agrees to not install any third-party program not approved by bioMérieux on a Virtual Machine or a MAESTRIA Hardware, nor make any modification to the MAESTRIA Software without the prior written approval of bioMérieux.



BIOMÉRIEUX VISION SUITE Additional Terms and Conditions - MAESTRIA™

(e) In the event that the MAESTRIA Software requires hardware upgrades or modifications, Customer shall be responsible for such upgrades or modifications.

3.3 MAESTRIA Hardware.

- (a) Unless stated otherwise agreed, Customer shall retain ownership of the MAESTRIA Hardware provided that Customer has fully paid all costs related to its purchase and installation and complies with all applicable obligations under the General Terms and these MAESTRIA Additional Terms. In the event of a material breach of its payment obligations, bioMérieux reserves the right to repossess the MAESTRIA Hardware. Unless prohibited by Applicable Laws, bioMérieux may retain any portion of the price already paid by Customer as liquidated damages for Customer's breach of its payment obligations.
- (b) Customer agrees not to implement any modification on the MAESTRIA Hardware without prior written approval of bioMérieux. In the event that the use of MAESTRIA Hardware requires hardware upgrades or modifications, Customer shall be solely responsible for such upgrade or modification costs.
- (c) The risk of loss or damage to the MAESTRIA Hardware shall be transferred to Customer upon delivery of the MAESTRIA Hardware to Customer. Customer shall be responsible for ensuring that its insurance policies cover the MAESTRIA Hardware upon delivery.
- (d) bioMérieux recommends a MAESTRIA Hardware life cycle which shall not exceed a period of five (5) years ("**Recommended Use Period**"). As soon as the Recommended Use Period expires, bioMérieux may propose a new MAESTRIA Hardware to Customer, based on the then-current list prices. If Customer decides not to replace the MAESTRIA Hardware after the Recommended Use Period, bioMérieux reserves the right to charge Customer for support services relating to such MAESTRIA Hardware based on the then-current list prices.

3.4 Services.

- (a) *Instrument Connection and Support*
 - (i) To the extent Customer remains current on the applicable subscription or service agreement, bioMérieux shall provide Instrument connection and related support services subject to these Terms and applicable Documentation.
 - (ii) bioMérieux shall assist Customer in implementing the MAESTRIA Configuration in Customer's environment.
 - (iii) Installation shall be carried out within Customer's Premises.
 - (iv) Following installation of the MAESTRIA Software and/or MAESTRIA Hardware, Customer shall execute any applicable acceptance documentation.
- (b) *MAESTRIA Software Updates and Support*
 - (i) To the extent Customer remains current on the applicable subscription or service agreement, bioMérieux shall provide MAESTRIA Software Updates and related support services subject to these Terms and applicable Documentation.
 - (ii) bioMérieux expressly reserves the right to correct errors, bugs, and inaccuracies whatsoever in the MAESTRIA Software and shall not be held liable for any inconvenience, such as services suspension and/or modification, which might arise out of and/or in connection with these corrections.
 - (iii) Provided that Customer remains current on its subscription payments, bioMérieux shall make available MAESTRIA Software Updates to Customer at no additional cost. Customer shall be responsible to install MAESTRIA Software Updates as soon as they are made available by bioMérieux.
 - (iv) If Customer fails to remain current on its subscription or service agreement, or if Customer fails to install a MAESTRIA Software Update as delivered by bioMérieux, Customer shall assume all risk and liability that would have otherwise been remediated or mitigated through the installation of applicable MAESTRIA Software Update.
 - (v) Where applicable, bioMérieux shall notify Customer of a MAESTRIA Software New Version release which, upon installation, shall be governed by these Terms.
 - (vi) If Customer modifies the MAESTRIA Software without bioMérieux's prior written authorization, bioMérieux shall be relieved of any obligation to update or support such modified software. Customer shall assume all risk and liability related to any such unauthorized modifications.
- (c) *Training*
 - (i) As applicable, bioMérieux shall permit Users designated by Customer to attend or participate in the training workshops, distance-learning conference calls, courses, and/or simulations indicated in the Ordering Documentation, if any, and grants such Users access and use the training materials ("**Materials**") subject to these Terms.
 - (ii) Except as expressly represented otherwise, and to the extent not prohibited by Applicable Laws, all training and Materials, Documentation and other information provided by or on behalf of bioMérieux to Customer or Users are furnished on an "As-Is" basis.

3.5 Additional Customer Obligations.

In addition to any applicable obligations set forth in the General Terms, Customer shall:

- (a) procure and have access to VILINK® or another bioMérieux-approved remote support solution;
- (b) appoint an authorized employee to serve as a project manager, who shall be bioMérieux's contact person; and
- (c) be responsible for all updates, patching and deployment or maintenance of anti-virus software on the operating system software pre-installed on the MAESTRIA Hardware. bioMérieux shall bear no responsibility or liability for such updates, patches, or deployments.

3.6 Data. Customer shall be responsible for complying with Data Privacy Laws in connection with Customer-Hosted Data that contains or constitutes Personal Data. In addition, Customer acknowledges that, as part of bioMérieux's provision of MAESTRIA-related services, 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.

3.7 Non-bioMérieux Instruments.

This Section shall only apply in areas where MAESTRIA is configurable to enable connection with Non-bioMérieux Instruments.

- (a) To the extent that bioMérieux enables the MAESTRIA to connect with Non-bioMérieux Instruments, that connection is developed and tested against connection specifications issued by the manufacturer of such Non-bioMérieux Instrument and/or as provided by Customer. Customer shall conduct qualification testing and validation of such a connection before using the connection in its routine operations. bioMérieux provides a tool to manage the mapping between the organisms identified by the Non-bioMérieux Instrument(s) with those identified in MAESTRIA. Customer shall set-up and maintain the necessary mapping codes to achieve reliable results. MAESTRIA only manages in-vitro diagnostic (IVD) results. Other types of results such as research use only (RUO) results and Quality Control (QC) controls are outside the purview of MAESTRIA. Setting an Instrument connected to MAESTRIA to create message types other than IVD may result in them being filtered out and may achieve unreliable results.
- (b) Customer takes full responsibility to ensure any Instrument shall send or transmit messages in a usable format. bioMérieux's support of the connection to Non-bioMérieux Instruments is limited to the messages that have been received by the MAESTRIA Software and reported to the LIS. Customer shall remain responsible for obtaining or receiving adequate support for Non-bioMérieux Instruments and their connection to MAESTRIA. bioMérieux takes have no responsibility or liability to the extent that messages are transmitted from a Non-bioMérieux Instrument in a format that is not usable by MAESTRIA.



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SCHEDULE A

MAESTRIA SOFTWARE SUBSCRIPTION

Product, Feature or Service	Access Model	Customer Obligation
MAESTRIA Software ¹	Subscription	Mandatory
MAESTRIA Culture Management	Subscription	Optional
MAESTRIA Instrument Connection and Support	Subscription	Mandatory
MAESTRIA Connector BRUKER ²	Subscription	Optional
Lab Analytics ^{2, 3}	Subscription	Optional
MAESTRIA Third Party Connector ²	Subscription	Optional

MAESTRIA SOFTWARE PERPETUAL LICENSE

Product, Feature or Service	Access Model	Customer Obligation
MAESTRIA Software ⁴	Perpetual License	Mandatory
MAESTRIA Culture Management	Perpetual License	Optional
MAESTRIA Software update and support	Subscription or Service Agreement	Mandatory
MAESTRIA Instrument Connection and Support	Subscription or Service Agreement	Mandatory
MAESTRIA Connector BRUKER ²	Subscription or Service Agreement	Optional
Lab Analytics ^{2, 3}	Subscription or Service Agreement	Optional
MAESTRIA Hardware	Perpetual License	Optional

MAESTRIA ACCESSORIES

Product, Feature or Service	Access Model	Customer Obligation
MAESTRIA Hardware	Perpetual License	Optional
MAESTRIA Hardware Accessories	Perpetual License	Optional

¹ Includes software update and support

² When and were available

³ Per authorized user

⁴ Excludes software update and support