

CLINICAL SERVICE ADDENDUM

This Service Addendum shall only apply to non-BioFire branded Instruments and is in addition to bioMérieux's Terms & Conditions available at <https://www.biomerieux-usa.com/biomerieux-terms-conditions>. No other service terms or conditions shall apply.

1. Application

These additional terms and conditions govern all transactions between Customer and bioMérieux for the services set forth in the Agreement.

2. Customer Obligations

Customer shall: (a) be responsible for procurement of supplies necessary for the proper operation of the Instrument; (b) provide full and free access to the Instrument and Customer's Instrument operators during the hours of coverage under this Agreement ("Coverage Hours"), and access to and use of any machines, attachments or other equipment of Customer reasonably necessary to provide the specified maintenance services; (c) follow all bioMérieux instructions in preparation for any Service implementation, including instructions regarding Customer's network readiness; (d) operate and use the Instrument, including any Instrument software, in accordance with applicable law and all bioMérieux instructions and guidelines provided to Customer; (e) ensure all verification and maintenance control is performed in accordance with all user manuals or maintenance records provided by bioMérieux, (f) take all necessary precautions to protect the Instrument, Customer's own data, property, and software, from and against any computer viruses or eventual intrusions and/or malicious codes; (g) maintain control of all passwords established by Customer related to the Instrument and/or bioMérieux Software; (h) ensure no third party unauthorized by bioMérieux performs the Services hereunder or other repair or maintenance services; and (i) ensure the safety of bioMérieux's representative, including ensuring that the Instrument or areas where bioMérieux's representative accesses to perform the Services are cleaned and disinfected according to established standard protocols to protect against potentially infectious materials prior to performance of the Services. Should re-imaging of the computer and bioMérieux Software be required due to Customer's failure to retain password, additional charges may apply. In the event the Instrument is returned to bioMérieux, Customer shall ensure it will return the Instruments to bioMérieux purged of any and all electronic protected health information (PHI) in accordance with applicable laws and regulatory guidance. Customer shall promptly disclose to bioMérieux any communication that it makes or receives from a government body, agency, or other regulatory or accrediting body pertaining to the Products or Customer's use thereof. Customer shall provide bioMérieux with and shall assist bioMérieux in obtaining any and all error and other information generated through use of the Products, as reasonably requested by bioMérieux. Customer acknowledges and agrees that bioMérieux shall have the right to use such information, provided that such use is in compliance with applicable laws and regulations. Customer shall provide a secure Internet connection and hereby authorizes bioMérieux or its representative to install VILINK® (SSL-based encrypted remote access support) on the Instrument. Without prejudice to any other right or remedy available to it under this Agreement, bioMérieux reserves the right to charge additional fees for the Services or terminate coverage under this Agreement in bioMérieux's sole discretion for a breach of a Customer obligation above.

3. bioMérieux's Obligations

Subject to the Service Level Descriptions, bioMérieux shall provide to Customer remedial maintenance as follows: (a) provided the Instrument allows, by remote maintenance in addition to telephone support to assess the malfunction and, if possible, provide corrective solutions; (b) by using commercially reasonable efforts to provide Customer on-site remedial maintenance within the response time and coverage hours defined in the Service Level Description and upon determination by bioMérieux that an on-site visit is necessary; said remedial maintenance service to include labor, travel, expenses, and parts deemed necessary by bioMérieux. All such parts will be furnished on an exchange basis and will be new standard, equivalent refurbished parts, or parts of equivalent quality at bioMérieux's exclusive and sole option. Parts removed from the Instrument become the property of bioMérieux; and (c) install, at its sole option, appropriate engineering changes on the Instrument. If bioMérieux is denied access during Coverage Hours, and if, in the sole opinion of bioMérieux, an engineering change is necessary to maintain the Instrument in good operating conditions, work performed during non-Coverage Hours shall be charged at the then prevailing bioMérieux travel and labor rates.

4. Exclusions

The following are expressly excluded from the Services, and the Services do not include any services or other obligation by bioMérieux, to the extent required in connection with, as a result of, or arising from: (a) Customer's or any third party's error, neglect, or abuse in the operation or handling of the Instrument, or the use of the Instrument for a purpose other than that for which it was designed; (b) Customer's failure to provide a suitable environment for the 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) Customer's failure to maintain the Instrument in accordance with the routine maintenance requirements set forth in any manuals

covering the 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 Instrument; (f) attachments, which are defined as devices which bioMérieux has not specifically designated as compatible with the Instrument, but which are nevertheless mechanically, electrically, or electronically connected to the Instrument; (g) service and/or support on any LIS interface (unless otherwise agreed to in writing); (h) software not provided by bioMérieux or for the consequences of the use thereof, or for any damage caused by computer viruses, trojan horses, malicious or dangerous code, or any other element of the same nature not introduced or activated by bioMérieux or occurring due to reasons outside of bioMérieux's reasonable control; (i) any unauthorized relocation of the Instrument; and (j) accidents or disasters, which will include, but not be limited to, fire, flood, water, wind, lightning, earthquake, and termination of or surge in electric current. Service calls made by bioMérieux, and any related travel, labor and parts required to correct Instrument malfunctions resulting from causes set forth above, including any repairs, labor and parts resulting from a breach of Customer's obligations as set out in Section 5, shall be invoiced by bioMérieux to Customer at bioMérieux's then current on-demand rates. Any move initiated by Customer of the Instrument where Services are contracted to be carried out by bioMérieux is subject to bioMérieux's prior authorization. If Customer chooses to move the Instrument without first obtaining such authorization, bioMérieux shall be released from any liability related to any and all consequences from such Instrument's move, including but not limited to Instrument's failure or dysfunction. Any provision of the Services during the authorized move of the Instrument shall be subject to a different billing on the basis of bioMérieux's applicable price. If bioMérieux performs any moving services for the Instrument on behalf of Customer, additional installation fees may apply. This Agreement does not include replacement of consumable parts (i.e. batteries, lamps, bulbs, or printer cartridges) or replacements of Instrument due to obsolescence or material upgrade. bioMérieux shall have no obligation to replace an Instrument installed more than five (5) years ago if it cannot be repaired. bioMérieux shall have no obligation to repair or replace computer hardware or associated peripherals that are more than three (3) years old.

SERVICE LEVEL DESCRIPTIONS

Below is a list of all bioMérieux's Service Level options. Please refer to the Sales Quote to determine which Service Level outlined below applies to your purchase.

Full Service Agreement:

Scope of Coverage: Covers all telephone support, labor, travel, expenses, and parts for an unlimited number of telephone support calls and on-demand service visits, to the extent defined in the General Service Terms and Conditions.

Coverage Hours:

- **Onsite Support:** Available between 7:00AM – 7:00PM local time in the Continental U.S., 7 Days a week
- **Technical Support:** Provided 24 hours a day / 7 days a week

Preventive Maintenance- the preventive maintenance visits per year recommended by bioMérieux are included (see Quotation).

Business Hours Full Service Agreement:

Scope of Coverage: Covers all telephone support, labor, travel, expenses, and parts for an unlimited number of telephone support calls and on-demand service visits, to the extent defined in the General Service Terms and Conditions, during Business Hours only. **This service level can only be purchased by Customers operating during standard Business Hours.**

Coverage Hours:

- **Onsite Support:** Available between 8:00AM – 5:00PM local time in the Continental U.S., Monday through Friday (excluding locally observed holidays*). Service during Non-Business Hours will be charged at the prevailing On Demand (POR) rates for travel time, labor time and travel expenses.
- **Technical Support:** Provided 8:00AM – 5:00PM local time in the Continental U.S., Monday through Friday (excluding locally observed holidays*).

Preventive Maintenance- the preventive maintenance visits per year recommended by bioMérieux are included (see Quotation).

Full Service and Business Full Service Limitations and Additional Terms:

- **Remote Support:** bioMérieux's remote diagnostics feature for troubleshooting instrumentation is included (NOTE: remote access denial may result in additional service charges for unnecessary dispatches).
- **Service Level:** bioMérieux shall use commercially reasonable efforts to provide Customer on-site remedial maintenance during the stated coverage hours within **twenty four (24)** hours of determination by bioMérieux that an on-site visit is necessary.
- **Zone Charges:** Apply for Instruments located outside the Continental U.S.
- **The extent of the level of the technical call center support is at the discretion of bioMérieux** and does not include support such as, but not limited to, intensive data mining, training, LIS Support, or situations where dispatch is required.
- Initiation of coverage is subject to Section 3 "Instrument Eligibility" of the General Service Terms and Conditions.
- For the **D Count** Instrument, the Full Service Agreement and Business Hours Full Service Agreement include the entitlement for one (1) Key User per year during the service contract term to attend Key User training provided by bioMérieux at bioMérieux's training facilities, subject to execution by Customer of the Key User Training Agreement, which further defines the pre-requisites and conditions related to this training.

PM Plus Agreement:

Scope of Coverage: Covers all telephone support and recommended Preventive Maintenance.

Coverage Hours:

- **Technical Support:** Provided 24 hours a day / 7 days a week

Preventive Maintenance- the preventive maintenance visits per year recommended by bioMérieux are included (see Quotation). The agreement includes the labor, travel, expenses, and PM parts (parts identified as PM parts in the FSE's parts list) associated with the PM visit.

Remote Support: bioMérieux's remote diagnostics feature for troubleshooting instrumentation is included (NOTE: remote access denial may result in additional service charges for unnecessary dispatches).

Limitations and Additional Terms:

- This plan does not include remedial maintenance, Service which will be charged at the prevailing On Demand (POR) rates for spare parts, travel time, labor time and travel expenses.
- The extent of the level of the technical call center support is at the discretion of bioMérieux and does not include support such as, but not limited to, intensive data mining, training, LIS Support, or situations where dispatch is required.

Repair Center Coverage (RCC) (Only Available for Mycoplasma Film Array, PMI and PREVICOLOR):

The Repair Center Contract ("RCC") covers telephone support and the repair by replacement of the covered instrument by bioMérieux's authorized Instrument Repair Centers. The number of replacements may be limited as follows:

- Mycoplasma Film Array - Unlimited number of replacements.
 - PMI – Unlimited number of replacements.
 - PREVICOLOR (2) – Replacements limited to three (3) per year.
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- **Technical Support:** Provided 24 hours a day / 7 days a week. The extent of the level of the technical call center support is at the discretion of bioMérieux and does not include training or when a repair is required. Technical Hotline support may provide service resolution through a parts order or issuance of a replacement.
 - **Replacements:** Replacement instrument shall be new standard or equivalent refurbished. Upon notification and authorization, bioMérieux will pay for all related transportation charges. bioMérieux will ship a replacement instrument with all necessary parts and in turn the customer will return the malfunctioning instrument and all parts provided per the Return Checklist, e.g. power cords, nozzles, dip tubes and reagent tray. The customer is responsible for returning the malfunctioning instrument, in its entirety, within 30 days of receipt of the replacement instrument. Failure to return the malfunctioning instrument, in its entirety, within the allotted time, will be subject to a penalty fee and/or will result in the agreement being terminated.
 - Initiation of coverage is subject to Section 3 "Instrument Eligibility".

On Demand Service – Purchase Order Required (POR):

On demand service is provided on a Per-Call Basis and a purchase order is required prior to each service event requiring telephone technical support or onsite service visit. All telephone support, parts, labor and travel hours are invoiced at the prevailing rates. If the billable technical call center support call results in a dispatch of an FSE, the call center support will not be charged, and only the dispatched charges will apply. There is a minimum charge of 5 hours, at the prevailing hourly rates for on-site visits.

2024 Hourly Rates:

- Telephone Support rate is \$287.50 per half hour and charged in increments of half hours during business hours and \$425.00 per half hour for After hours, weekends, and holidays*.
- Hourly travel time and labor rates for on-site visits are \$575.00 per hour (7:00AM - 5:00PM local time in the Continental U.S., Monday through Friday). After hours, weekends, and holidays the hourly rates are currently \$850.00 per hour.

*Holidays are defined as: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and following day, Christmas Eve, and Christmas Day.

Contact Information for Support:

Technical Support Center:

Clinical: 1-800-682-2666

Industry: 1-800-634-7656

Service Contract Inquiries: US.ServiceContracts@bioMerieux.com