



BIOMÉRIEUX VISION SUITE Additional Terms and Conditions – BIOMÉRIEUX EPISEQ®

1. APPLICABILITY

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

2. DEFINITIONS

- 2.1 “Analysis”** means the process of performing the genomic characterization and a phylogenetic analysis of strains using the EPISEQ Service.
- 2.2 “Application”** means bioMérieux’s proprietary software, technology, tools, logic, reports, workflows, algorithms, predictive models, database schemes, database, analytics, hardware, and technology infrastructure comprising EPISEQ® CS, EPISEQ® 16S, EPISEQ® SARS-COV-2 or EPISEQ® ID.
- 2.3 “Available Analyses”** means the number of Analyses that that are available to Customer based on the selected subscription plan.
- 2.4 “Data”** shall have the meaning set forth in the General Terms.
- 2.5 “Data Processing Terms”** shall have the meaning set forth in the General Terms.
- 2.6 “Effective Date”** means the date that the EPISEQ Service is first made available to Customer, or as otherwise agreed-upon between bioMérieux and Customer.
- 2.7 “EPISEQ Data”** means Data uploaded to, provided to, stored on, created within, or created as a result of use of the Applications.
- 2.8 “EPISEQ Documentation”** means any Application-related end user manuals or documentation, and on-line help files which contain bioMérieux’ specifications and Customer guide and that could be revised by bioMérieux from time to time. A Quick Start Guide can be found under following numbers in bioMérieux’ resource center at the [Resource Center](#):
EPISEQ® CS: 051408
EPISEQ® 16S: 058019
EPISEQ® SARS-COV-2: 059043
EPISEQ® ID: 068097
- 2.9 “EPISEQ Results”** means:
For purposes of the EPISEQ® CS Application - the genotypic strain typing and genomic characterization results obtained from the EPISEQ Data.
For purposes of the EPISEQ® 16S Application - the microbial community characterization and statistical interpretation results obtained from the EPISEQ Data.
For purposes of the EPISEQ® SARS-COV-2 Application - the variant identification and viral genome mutations results obtained from the EPISEQ Data.
For purposes of the EPISEQ® ID Application - the bacterial and fungal identification results obtained from EPISEQ Data.
- 2.10 “EPISEQ Service”** means an EPISEQ® Application in a hosted environment provided and maintained by bioMérieux (or appointed third party) to which Customer is being granted access under these Additional EPISEQ Terms and the General Terms.
- 2.11 “EPISEQ Upload”** means the act of uploading sequencing data to the pertinent EPISEQ® application via .fastq or assembled .fasta files.
- 2.12 “General Terms”** shall mean the BIOMÉRIEUX VISION SUITE General Terms and Conditions.
- 2.13 “Last Available Analysis”** means the last of the Analyses that are available to Customer based on the selected subscription plan.
- 2.14 “Personal Data”** shall have the meaning set forth in the General Terms.

3. ADDITIONAL TERMS AND CONDITIONS

- 3.1 Access to the EPISEQ Service.**
- bioMérieux shall make a single instance of the EPISEQ platform and Applications available to Customer via the EPISEQ Service pursuant to these EPISEQ Additional Terms, the General Terms and applicable EPISEQ Documentation.
 - Customer acknowledges that bioMérieux has sole discretion as to the configuration of the EPISEQ Service.
- 3.2 Personal Data.** To the extent that Customer’s use of the Service necessitates bioMérieux’s collection and processing of Personal Data, such collection and processing shall be subject to the applicable Data Processing Terms.
- 3.3 EPISEQ Subscription Term.** The subscription term for the Service shall commence on the Effective Date and shall terminate one year from the Effective Date of the initial term (“**Initial Term**”) and shall be subject to renewal for a subsequent one-year subscription plan upon mutual agreement by Customer and bioMérieux (“**Renewal Term**”). If Customer makes use of its Last Available Analysis prior to the expiration of the Initial Term or a Renewal Term, Customer may still conduct EPISEQ Uploads but shall not be able to conduct any further or additional Analyses until Customer and bioMérieux mutually agree to a subsequent Renewal Term. If Customer does not make use of all its Last Available Analyses prior to the expiration of the Initial Term or a Renewal Term, the number of Available Analyses during a mutually agreed-upon subsequent Renewal Term shall be reset to the number specified in the applicable subscription plan.
- 3.4 EPISEQ Service Disclaimer.** In addition to the disclaimers set forth in Section 12.2 of the General Terms, Customer acknowledges that the EPISEQ® ID Application is intended for research use only and is therefore not intended to serve as a hospital process management solution.
- 3.5 Data Retention.** Subject to the Data Processing Terms where applicable, bioMérieux will not retain the EPISEQ Data for any period longer than necessary for bioMérieux to fulfil its obligations under the General Terms and these EPISEQ Additional Terms. As soon as bioMérieux no longer needs to retain such EPISEQ Data, bioMérieux will promptly destroy or erase all such EPISEQ Data.
- The EPISEQ® CS Application will store EPISEQ Data for up to three (3) years following the end of the relevant Subscription Term.
 - The EPISEQ® 16S Application will store all EPISEQ Results for one (1) year following the relevant EPISEQ Upload after which the relevant EPISEQ Data and EPISEQ Results will no longer be accessible.
 - The EPISEQ® SARS-COV-2 Application will store the EPISEQ Results for one (1) month following the relevant EPISEQ Upload.
 - The EPISEQ® ID Application will store Data pursuant to Customer’s needs, Customer shall be responsible for the retention and deletion of Data.