



Terms & Conditions – General Service Terms Attachment A

These terms and conditions (the “Terms”) govern all transactions between Customer and bioMérieux, as each is defined in Section 1, involving the Services (as defined below). By executing the bioMérieux Quote (such executed document referred to herein as the “Quote” and further defined below), or accepting delivery of the Services, Customer agrees to the Terms in full. If there is any discrepancy or conflict between the Terms and the Quote, the Terms shall govern and control. Notwithstanding anything herein to the contrary, if there is a master agreement signed by Customer and bioMérieux governing the services covered hereby (a “Master Agreement”), the terms and conditions of that Master Agreement shall prevail to the extent they are inconsistent with the Terms. The Quote, which is hereby incorporated by reference herein, and the Terms (collectively, the “Agreement”) comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties and communications, both written and oral, and shall not be supplemented or explained by any evidence of trade usage or course of dealing. All Customer terms and conditions on any Customer documentation or contract are hereby objected to and rejected and shall be of no force and effect or deemed to be binding on bioMérieux in whole or in part.

1. Definitions

“**bioMérieux**” shall mean bioMérieux, Inc..

“**Customer**” shall mean the entity or person(s) listed on the Sales Quote or the original purchaser of the Product.

“**Instruments**” shall mean an instrument or those instruments which are identified in the Quote or which are otherwise ordered by Customer.

“**Permitted Uses**” shall mean the field of use and/or application of the Products (or specific Products or classes of Products) by end-users, as specified on Product labels or inserts affixed to or accompanying the Products, subject to any restrictions or limitations on usage set forth therein.

“**Products**” shall mean Reagents, Instruments, bioMérieux Software, or other items in the Sales Quote or otherwise ordered by Customer, including services not covered under a separate services agreement.

“**Quote**” shall mean the Service Level Descriptions, attached hereto and incorporated by reference and/or the service quotation or estimate provided by bioMérieux.

“**Reagents**” shall mean those reagents which are identified in the Sales Quote or which are otherwise ordered by Customer.

“**Services**” shall mean the maintenance or repair services described in the Service Level Descriptions attached hereto and incorporated by reference, and/or as designated on the service quotation or estimate provided by bioMérieux.

“**bioMérieux Software**” means computer software, machine readable instructions or instruction sets developed by bioMérieux and delivered with or installed, loaded, integrated, embedded, bundled, incorporated or read into memory on any Instruments.

“**Third Party Licenses**” shall mean the rights or licenses of Customer under contractual agreements between Customer and one or more third parties.

“**Warranty**” shall mean bioMérieux’s warranty described herein in Section 9.

2. Term

This Agreement is effective from the commencement date as set forth in the Quote and shall continue for the term set forth in said Quote. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

Notice of termination by bioMérieux shall be sent to Customer’s address listed on the Quote. Notice of termination by Customer shall be sent to: US.ServiceContracts@biomerieux.com. If terminated, a refund will be paid to Customer equal to the annual contract price less the price for work performed to date, calculated using prevailing travel and labor rates; with any remaining amount to be pro-rated from the date of termination through the contract expiration date.

3. Instrument Eligibility

The Services provided under this Agreement apply only to the bioMérieux furnished Instrument set forth in the Quote. In the event there has been a period in excess of thirty (30) days from the later of: (a) the last service event, (b) expiration of warranty or (c) expiration of previous service agreement, bioMérieux shall have the right to conduct a pre-contract qualification inspection of the Instrument, billable at the prevailing list price for a Preventive Maintenance visit plus any additional parts and labor required to bring the Instrument to manufacturer’s specifications. Instrument(s) purchased more than seven (7) years prior to the date of the Quote may be subject to additional service contract charges.

4. Payment Terms

Customer shall pay the price set forth in the Quote. Payment is due thirty (30) days from receipt of invoice. bioMérieux shall have the right to charge an administrative fee equal to 2.5% of the quoted service agreement price for any change by Customer in the billing frequency after submission of the initial order for a service contract. In case of delayed payment, bioMérieux shall have the right to charge interest at a rate not to exceed one and one half percent (1 ½ %) per month, or the maximum amount allowed by law, whichever is less. bioMérieux also reserves the right to claim a reasonable compensation for any additional recovery expenditure. In the event Customer fails to (a) pay a single installment, (b) comply with any payment terms and conditions, or (c) if bioMérieux deems that the Customer’s financial situation creates a risk of non-payment of amounts owed, bioMérieux reserves the right to automatically terminate this Agreement without further liability or penalty upon written notice to Customer. Unless approved in writing in advance

by bioMérieux, invoices shall be paid by cash, check, or ACH. bioMérieux reserves the right to reject all credit card payments initiated after the point of sale.

5. 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



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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.

6. bioMérieux's Obligations

Subject to the Quote and 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.

7. Customer Onsite Safety Policies

bioMérieux agrees that while onsite at Customer premises in the performance of this Agreement, bioMérieux employees shall comply with Customer's reasonable, written onsite safety policies given to any such employees prior to arrival at Customer's site.

8. 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, nozzles, 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.

9. Warranty

bioMérieux warrants that the Services to be performed hereunder shall conform to bioMérieux's standards and that the parts supplied hereunder are warranted against defects in workmanship and material for a period of thirty (30) days from the date of installation of such Instrument. Customer's sole and exclusive remedy for breach of the above warranty shall be for bioMérieux to provide Customer with a repair or replacement for the Instrument which is found to be defective due to a breach of the above warranty.

The Warranty is personal to the Customer and may not be transferred in whole or in part to any third party, including an affiliate of Customer. Only the Customer as defined in these Terms may enforce the Warranty. The Warranty is facility specific and does not transfer if the Product is moved to another facility, unless bioMérieux conducts such move. Any description of the Products contained on bioMérieux's website or promotional materials is for the sole purpose of identifying them, and any such description is not a part of the basis of the bargain and does not constitute a warranty that a Product shall conform to that description. No affirmation of fact or promise made by bioMérieux, on its website or otherwise, shall constitute a warranty that the Products will conform to the affirmation or promise. Customer acknowledges and agrees Customer has not relied on any other statement, promise, representation, or warranty made by or on behalf of bioMérieux which is not expressly set forth in the Terms.

THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION 9 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES OF ANY NATURE WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BIOMÉRIEUX MAKES NO FURTHER, AND HEREBY



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DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, ANY PRODUCT, REAGENT, INSTRUMENT, SOFTWARE, THIRD PARTY SOFTWARE, THIRD PARTY LICENSES, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INTERFERENCE, LACK OF INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES, OR WHICH MAY ARISE FROM COURSE OF DEALING OR USAGE OF TRADE, OR REGARDING THE COMPATIBILITY OR INTEROPERABILITY OF THE PRODUCT, INSTRUMENT, SOFTWARE, OR THIRD PARTY SOFTWARE WITH OTHER PERSONAL OR THIRD PARTY EQUIPMENT, LICENSES, DEVICES, PROPERTY OR ACCESSORIES WHICH CUSTOMER USES WITH OR CONNECTS TO THE PRODUCTS.

10. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THE TERMS, QUOTE, OR ANCILLARY AGREEMENT TO THE CONTRARY, BIOMÉRIEUX'S CUMULATIVE LIABILITY TO CUSTOMER, OR ITS EMPLOYEES, AGENTS, CUSTOMERS, OR INVITEES, OR ANY THIRD PARTIES, IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATED TO, WITHOUT LIMITATION, THE TERMS, QUOTE, ANCILLARY AGREEMENT, PRODUCTS, OR PRODUCT PERFORMANCE (EXCEPT AS EXPRESSLY STATED IN SECTION 9) SHALL BE EXPRESSLY LIMITED TO THE TOTAL SALES QUOTE AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC SALES QUOTE FROM WHICH ANY CLAIM AROSE. NOTWITHSTANDING ANYTHING IN THE TERMS, ANY QUOTE, OR ANCILLARY AGREEMENT TO THE CONTRARY, BIOMÉRIEUX SHALL NOT BE LIABLE TO CUSTOMER, OR ITS EMPLOYEES, AGENTS, CUSTOMERS, OR INVITEES, OR ANY THIRD PARTIES, IN ANY INSTANCE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF GOODWILL OR OPPORTUNITY, OR ANY LOST PROFITS, LOSS OF ANY DATA OR USE, EVEN IF BIOMÉRIEUX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY MADE HEREIN. The limitations set forth in this section shall not apply with respect to: (i) injury to person and/or tangible property arising from the willful misconduct or gross negligence of bioMérieux; and (ii) fraud or to the extent such disclaimer is prohibited under applicable law. Customer acknowledges and agrees bioMérieux has entered into this Agreement in reliance upon the disclaimers of warranties and limitations of liability in the Terms and that the same form an essential

basis of the bargain between the parties.

11. Software

Any code or software incorporated into the Product which is not bioMérieux Software ("Third Party Software"), is provided to Customer "as-is" or subject to the terms, if any, set forth in any "shrink-wrapped" license packed with the Products or "click-wrapped" license visually displayed upon installation or execution of the Software, or any other terms and conditions of use by the owner, developer, or manufacturer (the "End-User License Agreement"). Customer hereby agrees to use the Third Party Software in accordance with the terms and conditions of the applicable End-User License Agreement. Nothing in this Agreement is intended or shall be interpreted to grant to Customer any ownership of or title to the any bioMérieux Software or Third Party Software (as used together "Software") and Customer shall not be permitted to use the source code of the Software. BIOMÉRIEUX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, NOR SHALL BIOMÉRIEUX HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY SOFTWARE OR THIRD PARTY LICENSES, AS DEFINED IN SECTION 1. Customer shall ensure that any dangerous or malicious code, including all viruses, Trojan horse, or any other element of the same nature is not written, charged or introduced into Customer's environment or the Instrument. bioMérieux shall not be responsible for any contamination by virus, Trojan horses, or any other malicious code or element of a similar nature and reserves the right to bill any provision requested by the Customer as a result of such a contamination. bioMérieux may, at no charge and at its discretion, issue (a) minor software updates that maintain existing capabilities and enable the Instrument to perform in accordance with the specifications; and (b) any software necessary to standardize Instrument for service maintenance "Updates"). bioMérieux may also make available for purchase software updates that allow the Instrument to exceed performance specifications ("Upgrades") at a price that is dependent upon the nature of the Upgrade. Customer accepts full responsibility to manage and maintain all critical operating system patches to minimize risk of exposure of the Product to cyber threats and latest Software updates, upon being provided with same by bioMérieux or the applicable third party. Customer acknowledges and agrees that bioMérieux may extract, from time to time, operational data from Instruments in order to maximize Instruments operation. Operational data includes but is not limited to data that is collected for analytical, statistical, or

benchmarking purposes and which does not permit the identification of individuals.

12. Regulatory

It is not the purpose of this Agreement to induce or encourage the referral of patients or the payment, directly or indirectly, of any remuneration by one party to the other party in violation of applicable laws, rules, or regulations. Each party agrees that no part of the remuneration provided to the other party is a payment or inducement for, and is not in any way contingent upon, the admission or referral of any patient. bioMérieux shall comply with the reporting requirements of 42 C.F.R. § 1001.952(h), regarding "safe harbor" protection for discounts under the Medicare and Medicaid Fraud & Abuse law. bioMérieux shall disclose to Customer on each invoice, or as otherwise agreed, the amount of the discount or rebate. The statement shall inform Customer, of the amount of the discount or rebate so as to enable Customer to satisfy its obligations to report such discount or rebate to the government. bioMérieux and Customer represent that they have not been, nor are they about to be excluded from participation in the federal Medicare or Medicaid program, Maternal and Child Health Services Block Grant, Block Grants for Social Services, or State Children's Health Insurance (collectively, "Federal Health Care Programs") Each party agrees to notify the other promptly after receipt of final notice of exclusion from any Federal Health Care Program. To the extent that Section 952 of the Omnibus Reconciliation Act of 1980 (the "Act") and the regulations promulgated thereunder are applicable to the Terms, and until the expiration of four (4) years after the last sale of the Products pursuant to the Terms, bioMérieux shall make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of the Terms and any books, documents, records and other data of bioMérieux that are necessary to verify the nature and extent of the costs incurred by Customer in purchasing such Products. If bioMérieux carries out any of its duties under the Terms through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, bioMérieux shall cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the last sale of the Products pursuant to such contract, the related organization shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of such contract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by



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Customer in purchasing such Products. Customer will be solely responsible for reporting applicable discounts on its Medicaid/Medicare cost reports.

Each party hereto will comply with all laws, rules and regulations, including without limitation, all applicable laws and regulations regarding the collection, use and storage of protected health information (as defined in 45 C.F.R. 160.103), including the Health Insurance Portability and Accountability Act of 1996, as amended by (a) Subtitle D of the Health Information Technology for Economic and Clinical Health Act, (b) Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5), (c) the Affordable Care Act of 2010; (d) the federal regulations published at 45 C.F.R. parts 160 and 164, and (e) any applicable state privacy and security laws regarding individually identifiable health information as applicable to the agreeing party, which relate this Agreement.

13. Force Majeure

bioMérieux is not responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including

but not limited to strike, war, fire, riot, accident, acts of God, hurricane, earthquake, severe weather, interruption of electrical supply to Customer's facilities, supplier-caused delays or shortages, or compliance with any law, regulation, embargo restrictions or order of any government body or instrumentality thereof. Performance shall be deemed suspended during said circumstances and extended for such time as said circumstances cause delay. bioMérieux will have the right, in its judgment, to apportion Products among its customers in any manner bioMérieux deems necessary in order to comply with its regulatory obligations or in the handling of any force majeure event which affects bioMérieux's obligations to its customers.

14. Miscellaneous Provisions

This Agreement may only be modified in a writing signed by Customer and bioMérieux which expressly states the intent to modify this Agreement. This Agreement, may not be transferred or assigned by Customer in whole or in part, to a third party, including an affiliate of Customer. Any attempted assignment or transfer

shall be null, void, and invalid. bioMérieux may delegate, at its sole discretion, to any sales agent or distributor any and all of bioMérieux's duties pertaining to distribution of Products or related activities under the Agreement, so long as any such sales agent or distributor is authorized by bioMérieux. Each clause of this Agreement is distinct and severable. If any provision of this Agreement is declared unenforceable, the other provisions herein will remain in full force and effect. A waiver or modification by bioMérieux of any condition or obligation of Customer hereunder shall not be construed as a waiver or modification of any other condition or obligation and no such waiver or modification granted on any one occasion shall be construed as applying to any other occasion. Sections 1,2,9,10,11,12,14 of the Terms shall survive expiration or termination of the Agreement for whatever reason. This Agreement will be interpreted according to the laws of the State of North Carolina without application of conflict of laws principles.



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SERVICE LEVEL DESCRIPTIONS

SERVICE AGREEMENT OPTIONS

Full Service Agreement (FSA):

The Full Service Agreement (“FSA” formerly “FLS”) 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. 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. This Agreement also includes the recommended preventive maintenance visits per year (see Quotation) and bioMérieux’s remote diagnostics feature for troubleshooting instrumentation (NOTE: remote access denial may result in additional service charges for unnecessary dispatches).

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”.

COVERAGE: On Site Available between 7:00AM – 7:00PM local time in the Continental U.S., 7 Days a week. Zone charges may apply for Instruments located outside the Continental U.S. Technical Support Center Support 24 hours a day / 7 days a week.

Business Hours Full Service Agreement (BFS):

The Business Hours Full Service Agreement (“BFS”) 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** (defined as 8:00AM - 5:00PM Customer’s Local Time, Monday through Friday). 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. This Agreement also includes the recommended preventive maintenance visits per year (see Quotation) and bioMérieux’s remote diagnostics feature for troubleshooting instrumentation (NOTE: remote access denial may result in additional service charges for unnecessary dispatches).

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.

Service during Non-Business Hours will be charged at the prevailing Per-Call Basis (POR) rates for travel time, labor time and travel expenses. Initiation of coverage is subject to Section 3 “Instrument Eligibility”.

COVERAGE: On Site Available between 8:00AM – 5:00PM local time in the Continental U.S., Monday through Friday (excluding locally observed holidays); Zone charges may apply for Instruments located outside the Continental U.S. Zone charges may apply for sites outside the Continental U.S. Technical Call Center Support 8:00AM – 5:00PM local time in the Continental U.S., Monday through Friday (excluding locally observed holidays). 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.

This service level can only be purchased by Customers operating during standard Business Hours.

Note: For the D Count Instrument, the Full Service Agreement and Business Hours 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 prerequisites and conditions related to this training.



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PC Protection Option:

The PC Protection Option is an enhancement sold only in conjunction with the Full Service Agreement or the Business Hours Full Service Agreement. This option provides additional protection to the Instrument's PC and includes repair or replacement of PC's older than three (3) years and/or due to obsolescence. The PC Protection Option can only be purchased for a minimum of a three (3) year term. Customer will be upgraded once during the three (3) year term to the latest available model of PC on a schedule to be determined by BioMérieux.

In the event of termination of the Service Agreement at any time prior to the end of the three (3) year term, any amounts owed by bioMérieux to Customer in accordance with Section 2 of the Service Agreement shall be reduced by the current list price of a PC if Customer has received a PC Upgrade pursuant to this PC Protection Option. bioMérieux shall be entitled to invoice Customer for any amount owing related to the PC Upgrade provided.

PM Plus Agreement (PM2):

The PM Plus Agreement (formerly "CCC" or "Call Center Contract") covers all telephone support and the recommended preventive maintenance visits per year (see Quotation). The contract includes the labor, travel, expenses, and PM parts (parts identified as PM parts in the FSE's parts list) associated with the PM visit. This plan also includes our remote tele diagnostics feature for troubleshooting instrumentation with modem access.

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. Any onsite repairs required and/or on-demand service requests will be charged at the prevailing Per-Call Basis (POR) rates for travel time, labor time and travel expenses and any additional parts needed.

COVERAGE: Technical Call Center Support 24 hours a day / 7 days a week.

Repair Center Coverage (RCC) (Only Available for FilmArray, miniMAG, NEPHROCHECK, 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:

- FilmArray – Unlimited number of replacements.
- miniMAG – Unlimited number of replacements.
- NEPHROCHECK – Replacement limited to one (1) per year. Incremental fees apply for additional replacements.
- PMI – Unlimited number of replacements.
- PREVICOLOR (2) – Replacements limited to three (3) per year.

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. 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".

COVERAGE: Technical Call Center Support 24 hours a day / 7 days a week.



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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. Partial credit is available for returned parts that are repairable, said determination to be made in bioMérieux's sole discretion. **Telephone Support rate is currently \$275.00 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.** 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. **Hourly travel time and labor rates for on-site visits are currently \$550.00 per hour (7:00AM - 5:00PM local time in the Continental U.S., Monday through Friday).** There is a minimum charge of 4 hours, at the prevailing hourly rates for on-site visits. **After hours, weekends, and holidays the hourly rates are \$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



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Billing Frequency Preference

Please check your billing frequency preference and return with the signed service contract and purchase order:

- Annual billing in advance
- Quarterly Billing in Advance (Total must exceed \$4000.00)
- Other billing frequency (Please describe below)
_____ (Subject to bioMérieux approval)

Please note: Monthly billing is not available

- Bill address on quotation
- Billing address is not the same as quotation
(Billing address is included on purchase order)

Fax to: (800) 654-4682; or

Email: US.ServiceContracts@bioMerieux.com