

Cepheid C360 Support Terms and Conditions
Last Updated February 29, 2024

THESE CEPHEID C360 SUPPORT TERMS AND CONDITIONS (“**AGREEMENT**”) GOVERN THE USE OF CEPHEID C360 CLOUD SOFTWARE PLATFORM (“**SOFTWARE**”) BY THE CUSTOMER (“**CUSTOMER**”, “**YOUR**”, “**YOU**”) THAT (1) CLICKED A BOX, OR OTHERWISE INDICATED ACCEPTANCE, OR (2) REGISTERED A CEPHEID SYSTEM, OR (3) USES THE SOFTWARE, AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND CEPHEID, A CALIFORNIA CORPORATION WITH A PRINCIPAL PLACE OF BUSINESS AT 904 E. CARIBBEAN DRIVE, SUNNYVALE, CA 94089, U.S.A (“**CEPHEID**”, “**WE**,” OR “**US**”) (EACH A “**PARTY**,” AND COLLECTIVELY THE “**PARTIES**”). BY AGREEING TO THESE TERMS ON BEHALF OF AN ORGANIZATION, YOU AGREE THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON ORGANIZATION’S BEHALF AND THAT CUSTOMER, AS USED HEREIN, REFERS TO YOUR ORGANIZATION.

1. **Purpose of Use.** Customer understands that the Software is intended to transmit data from the connected Cepheid systems to the Software (“**C360 Data**”). The Software may also be used to send Cepheid system and software updates to Customer. Customer will not have access to the Software web version, or the C360 Data uploaded to the Software.
2. **Personal Data and Protected Health Information.** The C360 Data transmitted to Cepheid through the Software under this Agreement will not contain any protected health information (“**PHI**”) or personally identifiable information (“**PII**”) as described under the applicable laws. If Customer chooses to transmit PII or PHI to Cepheid, such data collection shall be subject to other relevant agreements entered into between Cepheid and Customer.
3. **Standalone Agreement.** The Software is a standalone connectivity solution to Cepheid’s cloud platform. This Agreement is separate from any other agreement that the Customer may have regarding the Cepheid systems and other products.
4. **Feedback.** If requested by Cepheid, Customer agrees to provide feedback to Cepheid regarding its experiences with the Software (“**Feedback**”) and the documentation provided to Customer by Cepheid regarding the Software (“**Documentation**”) as Cepheid may reasonably request.
5. **Cepheid’s Proprietary and Data Rights.** Customer hereby grants to Cepheid and its affiliates a worldwide, royalty free, perpetual and irrevocable license to use and share C360 Data and Feedback (a) to support Customer’s use of the Software and other Cepheid products or services, (b) to monitor the performance of Cepheid systems, (c) to develop new products or services, (c) to improve and enhance Cepheid’s or its affiliates’ products or services, (d), for research and development, and (e) Cepheid’s operational planning or performances. Customer acknowledges that Cepheid or its licensors own legal rights, title and interest in and to the Software, including all intellectual property rights. Customer will not use such proprietary information in any way except for use of the Software in compliance with this Agreement.
6. **Customer’s Right to Use:** Subject to Customer’s compliance with this Agreement, Cepheid grants Customer and its affiliates that are directly or indirectly controlled by the Customer a limited, non-exclusive, non-transferable right to use the Software and Documentation, solely for their internal use during the term of this Agreement for the purpose of the Software as described in the Documentation and as permitted in this Agreement. For this purpose, the term “control” means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of at least fifty percent (50%) of the outstanding voting stock securities or by contract.
7. **Confidential Information.** Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its or its affiliates’ employees, contractors and advisors on a strict need to know basis and subject to a written duty of confidentiality; (ii) not to use the Confidential Information of the other Party outside of the scope of this Agreement; and (iii) to use all commercially reasonable endeavors to protect the confidentiality of the other Party’s Confidential Information, applying at least the same care that it applies to protect its own similar information, but in no event less than reasonable care. “**Confidential Information**” means any non-public information disclosed or made available by one Party (the “**Discloser**”) to the other Party (the “**Recipient**”), including, without limitation, in writing, orally or electronically. Cepheid’s Confidential Information includes, without limitation, the Software functionality, usability and performance and the Documentation. Customer’s Confidential Information includes C360 Data.
8. **Compelled Disclosures.** Each Party may disclose Confidential Information of the other Party to the extent required (i) by applicable law or court or governmental order, (ii) to exercise its rights under this Agreement, or (iii) to establish or preserve its rights under this Agreement (collectively “**Compulsory Disclosure**”), provided that a Party who is subject to such a Compulsory Disclosure shall provide prompt prior notice to the other Party as soon as possible of the purported obligation to make such Compulsory Disclosure so that a Party can seek to prevent and/or limit the potential disclosure of its Confidential Information, and provided that if Compulsory Disclosure is required despite a Party’s efforts to prevent

it, then the disclosing Party shall disclose no more than is legally required and shall make best efforts to maintain the confidentiality of the Confidential Information.

- 9. Updates.** Cepheid may update the Software and the terms of this Agreement from time to time in its sole discretion without notice to you. However, Cepheid will give you prior notice of any material adverse change to the Software functions or the terms of this Agreement such that the updated functions or terms materially change the data collection or modify our data use outlined in this Agreement or Documentation unless: a change is reasonably necessary to address legal, regulatory, or governmental action; to address your or other users' security, your or other user's privacy, or technical integrity concerns; to avoid service disruptions to other users; or to avoid issues resulting from a natural disaster, a catastrophic event, war, or other similar occurrence outside of Cepheid's reasonable control.
- 10. Cybersecurity.** Cepheid shall comply with all applicable laws and regulations governing the collection, transmission, access, use, or sharing of C360 Data. Cepheid shall follow industry standards regarding data privacy and cybersecurity and apply appropriate technical and organizational security measures as required by applicable laws and regulations. In the event of a cybersecurity breach of C360 Data, or Customer's systems or network due to the Software connectivity, Cepheid shall promptly notify the Customer and provide cooperation in accordance with applicable laws and regulations.
- 11. Customer's Responsibilities.** Customer shall not (a) modify, reverse engineer or attempt to obtain any source code or create derivative works of the Software or Documentation, (b) use the Software or any Cepheid's Confidential information to build a similar or competitive product or service, (c) transfer its right to use the Software to any third party, or (d) use the Software in a manner inconsistent with applicable laws or this Agreement. Customer shall be responsible for its affiliates' use of the Software and compliance with the terms of this Agreement.
- 12. Limited Liability.** To the fullest extent permissible by applicable law, Cepheid excludes all warranties or representations, which may be implied, and unless otherwise expressly indicated in this Agreement, Cepheid disclaims any liability to Customer or third parties in connection with this Agreement. Cepheid does not warrant (i) availability of the Software, (ii) the accuracy of C360 Data uploaded to or processed by the Software, or (iii) that the Software is free of bugs, speed issues or performance issues. Customer agrees that Cepheid's (together with its affiliates, employees, directors, sub-contractors and agents) maximum aggregate liability to Customer and to any third party for any data or cybersecurity breach and all breaches of its obligations under this Agreement, warranty, any and all claims, demands, proceedings, damages, fines, loss and liability incurred or suffered by you or any third party arising out of this Agreement will not exceed 100,000USD. Neither Party shall be liable to the other for any special, indirect or consequential losses or damages.
- 13. Indemnification.** You are liable for, and shall indemnify us (together with our affiliates, employees, directors, sub-contractors and agents) from and against all claims, demands, proceedings, damages, loss and liability whatsoever incurred or suffered by us arising out of your use of the Software or any other Cepheid Confidential Information otherwise than in accordance with the terms of this Agreement and/or your breach of applicable laws and regulations.
- 14. Termination.** Each Party may terminate this Agreement for any reason or no reason, upon thirty (30) days' prior written notice to the other Party. Each Party may terminate this Agreement immediately upon breach of the Agreement by the other Party. Upon termination, Cepheid may delete all C360 Data irretrievably in its sole discretion.
- 15. Notices.** All notices required to be given to the other Party under this Agreement shall be sent in writing to the addresses below, or such address as each Party may notify to the other in writing. Notices shall be deemed effective upon receipt.
For Cepheid. Cepheid, Attn. Legal/Privacy, 904 Caribbean Drive, Sunnyvale, CA 94089 USA; cepheid.legal@cepheid.com.
For Customer. The email addresses and contact information provided by the Customer when accepting this Agreement.
- 16. Electronic Contracting.** YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AND YOUR ORGANIZATION'S AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND TRANSACTIONS. Counterparts may be delivered via electronic mail (complying with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 17. Governing law and jurisdiction:** The laws of the State of California, excluding its conflicts of law provisions, shall govern the validity and construction of this Agreement. The Parties agree to submit to the personal and exclusive jurisdiction and venue of the courts in the county of Santa Clara, California, to resolve any dispute arising from this Agreement.
- 18. Severability:** Any provision of this Agreement that is unenforceable shall be severed and the remaining provisions shall continue in full force and effect.