

## Partner Communities User Access Agreement

This User Access Agreement and its annexes (“**UAA**”) governs the access and use of the Cepheid Partner Community Portal (the “**Portal**”) and the related documentation (the “**Portal**”) and forms part of the contract, including a Distribution Agreement, a Service Provider Agreement or a commercial agreement (the “**Agreement**”) entered into by and between the “**Distributor**”, the “**Service Provider**” or the “**Customer**” as defined in the Agreement, (the “**User**”, “**your**”, “**you**”) and “**Cepheid**”, as defined in the Agreement, including its subsidiaries (“**Cepheid**”, “**we**”, “**us**”, “**our**”).

You indicate your acceptance of the terms of this UAA by signing or executing the Agreement that references this UAA, or by accessing the Portal.

If you are entering into this UAA and request Cepheid to give access to Authorized Users from your organization, you undertake to inform the said Authorized Users and ensure that they agree, commit, and respect the terms of this UAA. You remain fully liable to Cepheid for these Authorized Users access and use of the Portal in accordance with the terms of this UAA.

This UAA is effective between You and Cepheid as of the effective date of the Agreement and shall continue in full force and effect for the duration of the Agreement. (“**Effective Date**”). User and Cepheid are referred to herein as “**Party**”, or collectively “**Parties**”.

WHEREAS, User is Cepheid’s Distributor, Service Provider or Customer that entered into an Agreement.

WHEREAS, Cepheid has a Salesforce-supported partner communities’ portal (the “**Portal**”) for its Partners (defined below).

This UAA governs your use of the Portal and related Documentation (defined below).

### 1. Definitions

“**Agreement**” means an agreement in writing entered into between Cepheid and User regarding distribution, installation, maintenance, or service of the Products, or any other support services for customers of Products and other Cepheid products.

“**Applicable Law**” means any law (including all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law or POPIA), rule or regulation applicable to the Agreement, the Services, or Parties, and applicable industry standards concerning privacy, data protection, confidentiality, information security, availability and integrity, or the handling or Processing (including retention and disclosure) of Personal Data, as may be amended, regulated, restated or replaced from time to time.

“**Authorized Users**” means the User’s employees, contractors or sub-contractors, authorized by Cepheid upon User’s request to access and use the Portal and Documentation in accordance with this UAA, and for whom the User shall remain responsible and liable.

“**Cepheid Service Provider**” means our vendors, contractors, sub-contractors, business and service partners, developers, or other third parties that perform services for, on behalf of, or jointly with Cepheid.

“**Contacts**” means the natural persons from whom Personal Data Information are added in the Portal.

“**Customer**” means end user/customers using or requesting Cepheid Systems, products or services as may be described in the Agreement between the Parties.

“**Documentation**” means any Cepheid technical and other information such as manuals, reference guides, installation instructions, handbooks, templates, articles, training material, documents and any other information including user or administrative support materials that Cepheid provides to you via the Portal, and any analytics, reports or documentation produced by Cepheid and/or made available to you via the Portal or otherwise.

“**Intellectual Property Rights**” means copyright, patents, trademarks, design rights, database rights, trade secrets, know-how and all other similar rights anywhere in the world, whether registered or not, including applications for any of the foregoing rights, as applicable.

“**Malware**” means viruses, malware or any other thing or device (such as software, code, file or program) including worms, trojan horses, viruses and other devices.

“**Personal Data**” as used herein, shall have the same meaning given in the Applicable Law (which may be regarded as personal data or personal information therein). If Personal Data (or personal information) is not defined in the Applicable Law, it shall mean any information that relates to an identified or identifiable natural person; an identifiable natural person being one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. For clarity, Personal Data also means Personal Information.

“**Users**” means Cepheid’s Distributors, Service Providers or any Customers that entered into an Agreement with Cepheid.

“**User Data**” means the data and information submitted by you or by Authorized Users to, by or through the Portal, which may include Personal Data.

## 2. **Term**

- 2.1 This UAA commences on the Effective Date and will continue in force unless terminated as permitted below or superseded by written mutual agreement of the Parties.

## 3. **Ownership**

- 3.1 Between Cepheid and User, Cepheid owns all Intellectual Property Rights in the Products, the Portal, and the Documentation. The Portal and all Intellectual Property Rights licensed to User under this UAA remain Cepheid’s own property or that of its licensors. No rights are granted to the User hereunder other than as expressly set forth herein.

## 4. **License**

- 4.1 Subject to your compliance with the terms and conditions of this UAA and the Agreement, we grant you a limited, non-exclusive, non-sub-licensable, non-transferable license to access and use the Portal and Documentation in the Territory, solely for your internal use for customer support related activities for Products and products subject to the Agreement, including to log cases, assign cases to technical support, and access and view the Documentation (defined below) during the Term and as permitted in this UAA.
- 4.2 You agree to provide the User Data set forth in Exhibit A of this UAA, and any other Contact related information that may be requested by Cepheid via the Portal.

## 5. **Portal**

- 5.1 User shall submit the identification of the individuals, their email addresses, roles in the organization or relationship to User to Cepheid (i.e., employee, contractor, sub-contractor etc.) to seek Cepheid’s authorization of the said individual as Authorized User of the User. Cepheid may reasonably require further information or deny authorization to any requested individual or restrict or tailor their access and use of the Portal based on their role in the User’s organization, relationship to User, or any other reason pursuant to this UAA and Agreement between the Parties. Cepheid may also terminate or suspend access of an Authorized User or you anytime if the Authorized User’s access or use violates the terms of this UAA or the Agreement. We will provide access to the Portal to the Authorized Users using a user identification and password system.
- 5.2 An Authorized Users should always use their user identification and password to access and use the Portal. An Authorized User cannot use another Authorized User’s credentials to have access to the Portal.
- 5.3 User shall immediately notify Cepheid upon learning (i) that an Authorized User has disclosed their password that allows access to the Portal to another person, (ii) any reason why an Authorized User may not be trusted to ensure the confidentiality and integrity of information accessible through the Portal, and (iii) if an Authorized User leaves User or their employment/sub-contract agreement with the User expires or terminates. Cepheid may terminate access and use of the said Authorized User to the Portal and Documentation in its sole discretion.
- 5.4 Cepheid, in its sole discretion, may choose to use any service provider other than or in addition to Salesforce to support the Portal.

## 6. **Your Responsibilities**

- 6.1 You shall:

- (a) provide us with all necessary cooperation in relation to this UAA and access to and license to use such information as we require to enable proper operation of the Portal and for you and Cepheid to perform activities allowed under this UAA, including, but not limited to, User Data;
  - (b) comply with all applicable laws and regulations with respect to your activities under this UAA;
  - (c) comply with applicable terms of use, and privacy policy of the Portal including that of Salesforce, or any other authorized access provider Cepheid chooses for provision of Portal and Documentation;
  - (d) ensure that your network and systems are appropriate for your use of the Portal;
  - (e) be responsible for Authorized Users' compliance with this UAA and the Documentation;
  - (f) implement appropriate technical and organizational measures to prevent unauthorized access to or use of the Portal or Documentation and notify Cepheid promptly of any such unauthorized access or use; promptly comply, if you receive notice that User Data must be removed, modified and/or disabled to avoid violating applicable law, or third-party rights.
- 6.2 You agree that you shall not (and shall ensure that your Authorized Users do not):
- (a) sublicense your rights to access or use the Portal and/or Documentation, or any other Intellectual Property Rights licensed to you under this UAA, or grant or purport to grant to any third party any right in or to same; or
  - (b) allow access or use of the Portal, Documentation, or any other Cepheid Confidential Information by anyone other than your Authorized Users, who are bound by written agreement that include terms that are no less restrictive than the obligations applicable to User in this UAA, including, but not limited to, confidentiality obligation.
- 6.3 In accordance with your internal policy, you undertake that each Authorized User shall keep a secure password for their use of the Portal, that such password will be changed regularly to ensure its security and to ensure that each Authorized User shall keep their password confidential. You shall take reasonable steps to ensure that no Authorized User shall not access, store, distribute or transmit any Malware which may adversely affect: (i) the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device and portal; (ii) access to or the operation of any program or data, including the reliability of any program or data; (iii) the confidentiality, security, integrity, or availability of data, or (iv) the user experience. We reserve the right, without liability or prejudice to our other rights, to temporarily disable your access to the Portal in the event that Malware is introduced by you or your Authorized Users until the problem is resolved.
- 6.4 You shall not, and you shall ensure that the Authorized Users shall not, directly or indirectly:
- (a) modify, reverse engineer or attempt to obtain any source code or create derivative works of the information on the Portal or Documentation;
  - (b) use the information on the Portal, Documentation and/or any other Cepheid Confidential Information to build a similar or competitive product or service; and
  - (c) use the Portal, Documentation and/or any other Cepheid Confidential Information in a manner inconsistent with applicable law or this UAA.
- 6.5 Unless otherwise stated in the agreement under which you obtained the Products, you are responsible (at your cost) for providing secured Internet access and a secure site environment for and operation of the Portal, and for integrating the Portal with your existing systems and servers during the Term.
- 6.6 The Portal is not a data back-up or storage service and should be considered nonpersistent. You are responsible for keeping back-ups of your data processed on your behalf in connection with the Portal (including User Data and any Personal Data contained in them).
- 6.7 For Cepheid to send direct marketing communication to the Contacts added in the Portal per Clause 9.1, you agree to request to obtain consents from the Contacts that may be required under the Applicable Law.
- 6.8 If requested by Cepheid, you agree to provide feedback to us regarding your experiences with the use of the Portal, the Documentation, training, sign up, and support at mutually agreeable times and in formats as we may reasonably

request. You grant Cepheid and its Affiliates a worldwide, perpetual, irrevocable. Royalty-free license to use and incorporate into its products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or your Authorized Users relating to the operation of the Portal, Products and other products.

## 7. Fees

The Portal and Documentation under this UAA are being provided to you at no cost during the Term as defined in Clause 2.1.

## 8. Termination

8.1 Either Party may terminate this UAA for any reason or no reason, upon fifteen (15) days' prior written notice to the other Party.

8.2 Either Party may terminate this UAA immediately upon giving written notice to the other Party if:

- (a) the other Party is in breach of any of the terms of this UAA and such breach is incapable of being remedied;
- (b) the other Party is in breach of any of the terms of this UAA and, the breach being remediable, fails to remedy the breach within seven (7) business days from the date of a written request to do so; or

8.3 This UAA is co-terminus with the Agreement between the Parties and shall automatically terminate with the expiration or termination of the said Agreement.

8.4 Termination of this UAA shall not affect a Party's accrued rights and remedies.

8.5 On termination of this UAA, you shall immediately take necessary steps to disable the connection between to the Portal and cease using the Portal and shall promptly destroy or return the Documentation to us.

8.6 Upon termination of this UAA, we have no obligation to maintain or provide any User Data to User unless we receive, no later than ten (10) days after the effective date of the termination of this UAA, a written request to support you in exporting the then available User Data. We shall use reasonable commercial endeavors to deliver the support to you within thirty (30) days of receipt of such a written request. Unless otherwise agreed, you shall pay all reasonable expenses incurred by us in providing such support.

## 9. Data Processing

9.1 You acknowledge and agree that during and after the Term, as applicable, we may:

- (a) use User Data, to support your use of the Portal, and provide related requested services in relation to Products and Cepheid's products and services;
- (b) use User Data to support Customers' use of the Products, other products and services;
- (c) use User Data, to improve and enhance our products/services or develop new products/services;
- (d) use User Data for marketing purposes, including directly sending marketing information such as offers regarding Cepheid related products and services, invitations to participate in surveys about Cepheid's products and services; and
- (e) aggregate, anonymize and/or de-identify or pseudonymize User Data, combine with other data we obtain, use or disclose to others the aggregated, anonymized and/or de-identified or pseudonymized data.

9.2 We shall not attempt to re-identify the de-identified/pseudonymized data, and at reasonable intervals, we shall test and evaluate the effectiveness of our technical and organizational measures to ensure the de-identification/pseudonymizing process is secure. You acknowledge and agree that we may share User Data with our Affiliates and the Cepheid Service Providers. We will not share User Data with any other persons unless:

- (a) it is de-identified/pseudonymized (to the extent allowed by Applicable Law) or aggregated or anonymized;
- (b) we are required by law or regulation, or we reasonably believe that disclosure is necessary to comply with applicable laws and regulations, or to comply with a legal process or request;
- (c) we reasonably believe that it is appropriate or necessary to take precautions against liability or to protect the rights or safety of us, you, third parties, or the public;

- (d) we reasonably believe that it is appropriate or necessary to detect, prevent or otherwise address security, fraud or technical issues, or
- (e) it is necessary if we are acquired by or merged with a third-party entity, in which case, we reserve the right to transfer or assign the User Data, as part of such merger, acquisition, sale, or other change of control.

9.3 To the extent that the User Data contains any Personal Data, you and we acknowledge and agree to the following:

- (a) you are responsible (i) for ensuring that the collection, processing and sharing of such Personal Data in the context of your use of the Portal complies with the requirements of applicable laws and regulations, including Applicable Law, and (ii) where required by Applicable Law, for providing adequate notice to and obtaining express and/or adequate consent from Contacts so that you and we can lawfully use, process, store and transfer any such Personal Data in accordance with this UAA. You agree that your indemnity under Clause 10.3 of the UAA shall include indemnity for any claims alleging a failure or defect in your consents. For the avoidance of doubt, Cepheid and you agree that neither is acting as an advisor, legal or otherwise, to the other. You acknowledge you have received the Cepheid's Privacy Policy and will make available a copy of the Cepheid's Privacy Policy (and its amendments) to any Contact whose data you cause to be processed by the Portal
- (b) we shall ensure that any person we authorize to process Personal Data has committed themselves to keep such Personal Data confidential or is under an appropriate statutory obligation of confidentiality;
- (c) we shall process Personal Data per Cepheid's Privacy Policy available at its website (terms of which may be changed by Cepheid in its sole discretion), the terms of UAA and our statutory obligations under the Applicable Law;
- (d) we shall process such Personal Data for the purposes described in this UAA;
- (e) we shall apply to such Personal Data appropriate technical and organizational security measures as required by the Applicable Law to protect against unauthorized or unlawful processing, accidental loss or destruction of, or damage to, such Personal Data;
- (f) You consent to our use of Cepheid Service Providers to process Personal Data for the purposes allowed under this UAA. We'll (i) let you know upon written request the identity and location of the Cepheid Service Providers that support the Portal and their role in the processing of the Personal Data; (ii) impose on the Cepheid Service Providers contractual terms regarding the processing of Personal Data that are at least as robust as the terms set out in this Clause; (iii) remain liable for ensuring that such Cepheid Service Providers process Personal Data in accordance with this Clause 9.4; and (iv) give you the opportunity to object to a Cepheid Service Provider who processes such Personal Data on reasonable grounds relating to data protection, in which case we may, at our discretion, (A) not appoint or replace the Cepheid Service Provider, if commercially reasonable; or (B) discuss with you in good faith any fees we may require in order to perform our obligations under this UAA in the absence of such Cepheid Service Provider save that, if the Parties are unable to agree to such fees, or appointment or replacement of the Cepheid Service Provider is commercially not reasonable, then we have the right to give you written notice terminating this UAA;
- (g) If we transfer Personal Data to another jurisdiction, we shall take reasonable steps to apply an adequate level of protection to the Personal Data in accordance with the Applicable Law.

You also acknowledge that the Portal may be hosted on servers located outside the country where you or Contacts are located, and that you have been informed of the server locations. You agree that such hosting, and the export, processing, and storage of Personal Data and User Data outside of the country where such data is collected in connection with Cepheid's performance under this UAA shall not in and of themselves constitute any breach or violation by Cepheid.

- (h) you and Cepheid are subject to Data Protection Agreement ("DPA") set forth in **Exhibit B** hereto in connection with the Personal Data processed under this UAA, which will apply when and to the extent required by Applicable Law, and DPA and its Annexes form an integral part of this UAA. For the avoidance of doubt, DPA shall apply where Personal Data protected under the Applicable Law are processed by us under the UAA. To the extent that the transfer of Personal Data is a Restricted Transfer, the Standard Contractual Clauses (as defined in the DPA) shall apply, as further set forth in the DPA. Where, and to the extent that the DPA applies, if there is any conflict between this Clause 9 and the DPA, the DPA will prevail. Where and to the extent that the Standard

Contractual Clauses apply, if there is a conflict between the DPA and the Standard Contract Clauses or between Clause 9 and the Standard Contractual Clauses, the Standard Contract Clauses will prevail.

- 9.4 Upon termination of this UAA, we shall destroy all User personal data in our possession or control. To the fullest extent permitted by Applicable Law, this requirement shall not apply (i) to the extent that we are required by applicable law to retain some or all of the Personal Data, or we reasonably believe that such retention is necessary to comply with applicable laws and regulations, or to comply with a legal process or request; (ii) to the extent we reasonably believe that retention of some or all of the Personal Data is appropriate or necessary to take precautions against liability or to protect the rights or safety of us, you, third parties, or the public, (iii) to the extent we reasonably believe that it is appropriate or necessary to detect, prevent or otherwise address security, fraud or technical issues, or (iv) to the extent it is infeasible.

## **10. Liability**

- 10.1 Access to the Portal is being provided to you solely for use in accordance with this UAA. While we will use reasonable skill and care in making the Portal available to you, we exclude, to the fullest extent permissible by law, all warranties, representations, conditions or terms which may be implied. Except as expressly provided otherwise in this UAA, the Portal and supporting Documentation are provided to you on an “as is” basis, and we disclaim and do not accept any liability to you or any patients or other third parties in connection with this UAA. We do not warrant (i) the accuracy or completeness of any data accessed, tracked, collected or otherwise provided to you as part of the Portal and/or Documentation; or (ii) that the Portal and/or Documentation is free of bugs, speed issues or performance issues. You acknowledge and agree that the operation of the Portal is dependent upon the proper and effective functioning of the Internet, your own- and third-party equipment and services, your own configuration of the applicable functionalities and your own usage of the data made available, and that we do not guarantee and shall not be liable for these in any way for these services. If you transmit or export any of the Portal’s Data to third-party equipment, you acknowledge and agree that we will not be liable for processing, use, retention or deletion of the transmitted/exported data. This Clause 10.1 is subject to Clause 10.5.
- 10.2 Neither Party shall be liable to the other for any special, indirect or consequential losses or damages. This Clause 10.2 is subject to Clauses 10.3 and 10.5.
- 10.3 you are liable for, and shall indemnify and keep us (together with our Affiliates, employees, directors, sub-contractors and agents) indemnified from and against any and all claims, demands, proceedings, costs, charges, damages, loss and liability whatsoever incurred or suffered by us whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against us arising out of your use of the Portal, Documentation and/or any other Cepheid Confidential Information otherwise than in accordance with the terms of this UAA and/or your breach of Applicable Law.
- 10.4 You agree that in no event our (together with our Affiliates, employees, directors, sub-contractors and agents) maximum aggregate liability to you and to any third party for any data breach and all breaches of its obligations under this UAA, indemnity, warranty, tort, any and all claims, demands, proceedings, costs, charges, damages, fines, loss and liability whatsoever incurred or suffered by you, any third party and/or Authorized User or Contact whether direct, indirect or consequential (including without limitation any economic loss or other loss of profits, business or goodwill) arising out of any dispute, claims or proceedings brought against you or any third parties arising out of termination, data loss, our breach of this UAA or of the Applicable Law will exceed five hundred thousand Euros (€500,000).
- 10.5 No term of this UAA shall restrict or exclude any liability which by applicable law cannot be so restricted or excluded.

## **11. Confidentiality and Publicity**

- 11.1 Each Party agrees: (i) not to disclose the Confidential Information of the other Party to anyone except its 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 outside of the scope of this UAA and Agreement between the Parties; 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.

- 11.2 Clause 11.1 shall not apply to Confidential Information that (i) is or becomes publicly available through no fault of the Recipient, (ii) is already in the Recipient's possession at the time of its disclosure without any duty of confidentiality, or (iii) is independently developed by the Recipient without use of the Discloser's Confidential Information.
- 11.3 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 UAA, or (iii) to establish or preserve its rights under this UAA (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.
- 11.4 Notwithstanding Clauses 11.1 and 11.2, we may disclose your Confidential Information to any of Affiliates or Cepheid Service Providers to the extent necessary to enable us to perform our obligations to you under this UAA or perform activities allowed under this UAA, including Clause 9.2.
- 11.5 The Parties agree that any actual or threatened breach of this Clause 11 shall constitute immediate, irreparable harm to the innocent Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

## 12. Miscellaneous Provisions

- 12.1 **Assignment:** Neither Party may assign, transfer or novate this UAA or any of its rights and obligations under it, except to a successor, without the express written consent of the other Party.
- 12.2 **Entire agreement:** Aside from the Agreement between the Parties, this UAA sets out the entire agreement between you and us and supersedes all previous or contemporaneous understandings, communications, agreements or representations in relation to its subject matter, whether written or oral. If this UAA is translated into a language other than English and there are conflicts between the translations, to the extent allowed by the applicable law, the English version shall prevail and control.
- 12.3 **Severability:** Any provision of this UAA that is unenforceable shall be severed and the remaining provisions shall continue in full force and effect.
- 12.4 **Survival:** Any right or obligation of the Parties in this UAA which, by its express terms or nature and context, is intended to survive termination or expiration of this UAA, will survive any such termination or expiration, including Clauses 1, 3, 4, 6, 8.4, 8.5 and 9 through 12. Any rights or obligations that have accrued prior to termination or expiration of this UAA shall survive termination or expiration of this UAA.
- 12.5 **Changes:** Any changes to this UAA shall only take effect if agreed in writing by both Parties.
- 12.6 **Waiver:** Any waiver (which must be in writing) on a particular occasion, by either you or us of any rights under this UAA, does not imply that other rights are or will be waived.
- 12.7 **Force Majeure:** Neither Party shall be in breach of this UAA or liable for delay in performing, or failure to perform, any of its obligations under this UAA if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance continues for sixty (60) days, the non-delaying Party may terminate this UAA by giving thirty (30) days' written notice to the delaying Party.
- 12.8 **Notices:** All notices required to be given to the other Party under this UAA shall be in writing and shall be sent to the addresses mentioned in the introduction paragraph of this UAA, or such alternative address as each Party may notify to the other in writing from time to time. Such notices shall be deemed effective upon receipt.
- 12.9 **No partnership or agency:** Nothing in this UAA shall be deemed to establish any agency, partnership or joint venture relationship between us and you.

- 12.10 **Counterparts:** This UAA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1, et seq.) or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 12.11 **Updates:** Cepheid may update the Portal from time to time in its sole discretion without notice to you and those updates may be automatically applied to the Portal. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Portal.
- 12.12 **Governing law and jurisdiction:** The laws of England & Wales, excluding its conflicts of law provisions, shall govern the validity, construction and effect of this UAA and the relationship between the Parties. The Parties agree to submit to the personal and exclusive jurisdiction and venue of the courts of London, England to resolve any dispute or claim arising from this UAA.

IN WITNESS WHEREOF, the Parties have executed this UAA as of the Effective Date of the Agreement.

The User indicates the acceptance of this UAA and accepts its terms by signing or executing the Agreement that references this UAA.

[End of UAA. Exhibit A and Exhibit B follow.]



**EXHIBIT A to the Partner Communities User Access Agreement**  
**Types of Data Collected**

Data Type	Data Sub-categories
<b>General Contact information</b>	Name, Alias, address, ZIP/Postal Code, Telephone number, Mobile phone number, Business Contact E-mail address, Preferred Method of communication of the Contacts and their designated representatives; and whether Contact agreed to receive direct marketing from Cepheid and its Affiliates
<b>General contact and other information about the Authorized User</b>	Name of the Authorized User/case owner and whether such Authorized User had necessary training per Agreement.
<b>Customer's Product Information/ Install Base Information</b>	Geographic location of the Products, Serial Nos/Module Nos of the Products; warranty information for the relevant Products, Installation date
<b>Digital Activity of Authorized Users</b>	Application information, Operating system (O/S) information, Location of viewing content
<b>Product or service complaints</b>	Call center notes and actions, Service/Repair history, Nature of complaints, relevant system and other log files from the Products needed for customer support
<b>Authentication information</b>	Authorized User Authentication information, Password

[End of Exhibit A]

**EXHIBIT B to the Partner Communities User Access Agreement**  
**Data Protection Agreement**

This Data Protection Agreement (“**DPA**”) supplements the User Access Agreement between User and Cepheid into which it is incorporated by reference and contains Annexes 1-5. The terms of the DPA apply when and to the extent they are required by the Applicable Law. All capitalized terms not defined in this DPA shall have the meanings set forth in the UAA.

1. Definitions in the DPA.

- (A) “**Cepheid Data**” means any Personal Data as set out in Exhibit A of the UAA, Processed by Cepheid as a Controller pursuant to or in connection with the UAA.
- (B) “**Cepheid Sub-Processor**” means any entity or person that Processes User Personal Data on behalf of Cepheid in connection with the UAA.
- (C) “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, “**Process**”, “**Processing**” and “**Special Categories of Personal Data**” shall have the meanings given in Applicable Law.
- (D) “**Data Breach**” means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, or alteration of, unauthorized disclosure of or access to, Personal Data in User Data managed or otherwise controlled by Cepheid, or any breach of security safeguards.
- (E) “**EU/UK/Swiss Data Protection Law**” means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation (“**EU GDPR**”)); (ii) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (iii) in Switzerland the Federal Act on Data Protection of 19 June 1992 (revised version) (the “**FADP**”); (iv) the EU e-Privacy Directive (Directive 2002/58/EC); and (v) any and all applicable national data protection laws made under or pursuant to (i), (ii) or (iii); in each case as may be amended or superseded from time to time.
- (F) “**POPIA**” means the Protection of Personal Information Act, South Africa, an Act dealing with the protection and regulation of processing personal information within the Republic of South Africa, assented to on November 13, 2013 and commenced application on July 1, 2020.
- (G) “**Restricted Transfer**” means (i) where the EU GDPR applies, a transfer of Personal Data to a country outside of the European Economic Area which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data to any other country which is not based on adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018; (iii) where the FADP applies, a cross-border disclosure in the absence of legislation that guarantees adequate protection pursuant to Article 6 of the FADP; and (iv) where the POPIA applies, a cross border transfer, disclosure or exchange of information outside the Republic of South Africa.
- (H) “**Standard Contractual Clauses**” means (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCCs**”); (ii) where the UK GDPR applies, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the Data Protection Act 2018 (“**UK Addendum**”); (iii) where the FADP applies, the model contracts and standard contractual clauses recognized per the Swiss Federal Data Protection and Information Commissioner (“**FDPIC**”) pursuant to Article 6 paragraph 2 letter a of the FADP in accordance with the statement of the FDPIC of 27 August 2021 (originally available at <https://www.edoeb.admin.ch/dam/edoeb/en/dokumente/2021/Paper%20SCC%20def.en%2024082021.pdf.download.pdf/Paper%20SCC%20def.en%2024082021.pdf>) (“**Swiss Addendum**”); and (iv) where the POPIA applies contractual clauses related to protection, processing and transfer of personal information executed by two or parties in relation to such information.
- (I) “**UAA Services**” means those activities, functions and services that Cepheid performs pursuant to the UAA, including giving access to User of the Portal and related activities.

- (J) “**User Personal Data**” means any Personal Data Processed by Cepheid on behalf of User pursuant to or in connection with the UAA.
- (K) Other capitalized terms as defined by the Agreement.

## 2. Relationship of the Parties:

2.1 If the EU or UK Data Protection Law applies to either Party’s processing of Personal Data under the UAA, the Parties acknowledge and agree that regarding the processing of User Personal Data for the UAA Services, User is the Controller and Cepheid is a Processor acting on behalf of User as set forth in the UAA, as further described in **Annex 1** (Data Processing Description) of this DPA. The Parties acknowledge and agree that, regarding the processing of User Personal Data, each Party will comply with the terms set out in Clauses 3 to 7 of this DPA.

2.2 Cepheid shall process User Personal Data only (a) in accordance with the UAA and Annex 1 of the DPA, (b) as otherwise necessary to provide the UAA Services to User (which may include investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits and abuse), (c) as we reasonably believe that it is necessary to comply with applicable law or regulation, (d) as otherwise agreed in writing by the Parties (“**Permitted Processor Purposes**”). Cepheid may make reasonable amendments to Annex 1 by written notice to User from time to time as Cepheid reasonably considers necessary to meet the requirements set forth in article 28(3) of the EU / UK GDPR (and, possibly, equivalent requirements of other Applicable Laws). Nothing in Annex 1 (including as amended pursuant to this section) confers any right or imposes any obligation on any party to this DPA.

2.3 The Parties acknowledge that Cepheid is a Controller of the Cepheid Data and that Cepheid will process the Cepheid Data as a separate and independent Controller strictly for the purposes of described in Clause 9.1(b), Clause 9.1(c) and Clause 9.1(d) to the extent de-identified/pseudonymized Cepheid Data is processed to improve and enhance Cepheid’s products/services, or develop new products/services or marketing (“**Permitted Controller Purposes**”) and in compliance with the terms set out in Clause 9 of this DPA. In no event will the Parties process Cepheid Data as joint Controllers.

2.3 Each Party shall comply with the obligations that apply to it under the Applicable Law.

## 3. Security

3.1 Cepheid shall implement and maintain appropriate technical and organizational security measures that are designed to protect User Personal Data from Data Breach and designed to preserve the security and confidentiality of User Personal Data at least in accordance with Cepheid’s security standards described in **Annex 2**. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Cepheid shall in relation to the User Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the EU / UK GDPR; at a minimum, such measures shall include the measures identified in Annex 2.

3.2 In terms of Cepheid’s personnel access to User Personal Data, Cepheid shall permit only personnel (employee, agents or contractors) who need to access the relevant User Personal Data as reasonably necessary for the purposes of the UAA, with all such individuals being subject to a duty of confidentiality undertakings or professional or statutory obligations of confidentiality.

3.3 If Cepheid becomes aware of a Data Breach affecting User Personal Data, it shall:

- i) provide User written notice of the same without undue delay and, where feasible, not later than forty-eight (48) hours after becoming aware of such Data Breach;
- ii) provide User with timely and sufficient information to meet any obligations to report or inform Data Subjects of the Data Breach under the Applicable Law; and
- iii) undertake an investigation of such Data Breach and reasonably cooperate with User and take such reasonable steps as directed by User to assist in the investigation, mitigation and remediation of such Data Breach.

3.4 Upon request and no more than once per year, we shall:

- (a) subject to the confidentiality terms of the UAA, permit User (with ninety (90) days’ notice and at a mutually agreed date during regular business hours) at User’s own expense to review and inspect Cepheid’s policies and records concerning Cepheid’s physical and administrative controls related to our processing of Personal Data,

or at Cepheid's election, make available to User a summary copy of reports by an independent auditor concerning the same; and

- (b) respond to a security questionnaire provided by User relating to Cepheid's technical and organizational measures implemented in accordance with Annex 2.

3.5 Upon User's reasonable request and with reasonable advance notice, Cepheid shall submit the facilities it uses to Process Personal Data and/or the Personal Data for audit which shall be carried out by User representatives, or an auditing body agreed to by both Parties, with the cost associated therewith being borne exclusively by the User. Cepheid shall keep appropriate records that support its compliance with its obligations under this DPA and make them available to User in connection with any audit referred to in this Section 3.

#### 4. Cooperation with the User

4.1 Cepheid shall provide reasonable and timely assistance at User's expense (including by implementing appropriate technical and organizational measures) for the fulfilment of the User's obligations, as reasonably understood by User, to respond to (i) any request from a Data Subject to exercise any of its rights under Applicable Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a Data Subject, supervisory authority or other third party in connection with the Processing of the Personal Data under Applicable Law. If any such request, correspondence, enquiry or complaint is made directly to Cepheid, Cepheid shall promptly inform User providing full details of the same. Cepheid shall not respond to such communication directly except as appropriate (for example to direct the Data Subject to contact User) or legally required, without User's prior authorization. If Cepheid is required to respond to such a request, Cepheid shall promptly notify User and provide User with a copy of the request unless Cepheid is legally prohibited from doing so.

4.2 To the extent required by the Applicable Law, Cepheid shall (considering the nature of the processing and the information available to Cepheid) provide all reasonably requested information to assist the User with any data protection impact assessment or prior consultations with applicable data protection authorities as required by Applicable Law.

4.3 To the extent required by Applicable Law, if Cepheid determines that its processing of the Personal Data is likely to result in a high risk to the data protection rights and freedoms of an Authorized User or patient, Cepheid shall inform User and provide reasonable cooperation to Cepheid (at User's expense) in connection with any data protection impact assessment that may be required under the Applicable Law.

#### 5. Data Center Locations

5.1 The Parties agree that where the transfer of User Personal Data is a Restricted Transfer it shall be subject to the Standard Contractual Clauses as set out in the Annexes.

User acknowledges that Cepheid may transfer and process User Personal Data to and in the United States and anywhere else in the world where Cepheid or Cepheid Sub-Processors maintain data processing operations. Cepheid shall at all times ensure that such transfers are made in compliance with the requirements of Applicable Law and the terms of this DPA.

5.2 The Parties shall not participate in (nor permit any processor or sub-processor to participate in) any other Restricted Transfer of User Personal Data (whether as an exporter or an importer of User Personal Data) unless the Restricted Transfer is made in full compliance with Applicable Law and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of the User Personal Data.

#### 6. Data Retention and Deletion

Cepheid shall retain User Personal Data only for as long as necessary to perform the UAA Services, and at the end of the provision of the UAA Services at User's choice delete or return the Personal Data to User (unless expressly required otherwise by applicable law, including Applicable Law and provide written certification, if requested, to User that it has complied with this section.

#### 7. Sub-Processing

7.1 User authorizes Cepheid to appoint Cepheid Sub-Processors (and permit each Cepheid Sub-Processor appointed to appoint their own Sub-Processors) in accordance with this Section 7 and any restrictions in the UAA.

7.2 User hereby provides a general consent for Cepheid to use Cepheid Sub-Processors already engaged as of the date of this DPA provided that Cepheid remains fully liable to User for such third party and, in each case as soon as practicable, enters into a written and enforceable agreement with such third party that includes terms that are no less restrictive than the obligations applicable to Cepheid under this DPA.

7.3 Cepheid maintains a list of its authorized sub processors available upon request.

#### 8. Controller to Controller terms

8.1 In relation to any Cepheid Data disclosed to Cepheid for the Permitted Controller Purpose, User shall be responsible for complying with all necessary transparency and lawfulness requirements under Applicable Law in order to do so, including but not limited to the provision of privacy notices provided by Cepheid to User from time to time to Patients and/or Authorized Users and obtaining the Patient's consent to Cepheid's processing activities described in the privacy notices provided (where appropriate).

8.2 Cepheid shall implement appropriate technical and organisational measures to protect Cepheid Data from and against a Data Breach and as set out in Annex 2.

8.3 Cepheid may, at its election, appoint third party Processors to process Cepheid Data for the Permitted Controller Purpose, provided that such processors: (a) agree in writing to process Cepheid Data in accordance with Cepheid's documented instructions; (b) implement appropriate technical and organisational security measures to protect the Cepheid Data against a Data Breach; and (c) otherwise provide sufficient guarantees that they will process the Cepheid Data in a manner that will meet the requirements of Applicable Law.

8.4 In the event that either Party receives any correspondence, enquiry or complaint from a Data Subject, regulator or other third party ("**Correspondence**") related to (a) the disclosure of Cepheid Data by User to Cepheid for the Permitted Controller Purpose; or (b) the processing of Cepheid Data by the other Party, it shall promptly inform the other Party giving full details of the same, and the Parties shall cooperate reasonably and in good faith in order to respond to the Correspondence in accordance with any requirements under Applicable Law.

8.5 To the extent that the transfer of Cepheid Data is a Restricted Transfer it shall be subject to the appropriate Standard Contractual Clauses as set out in the Annexes.

8.6 The Parties shall not participate in (nor permit any processor or sub-processor to participate in) any other Restricted Transfer of Cepheid Data (whether as an exporter or an importer of Cepheid Data) unless the Restricted Transfer is made in full compliance with Applicable Law and pursuant to Standard Contractual Clauses implemented between the relevant exporter and importer of Cepheid Data.

#### 8. Jurisdiction

Without prejudice to the Standard Contractual Clauses, the Parties submit to the choice of jurisdiction stipulated in the UAA with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity or termination or the consequences of its nullity; and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the law of the country or territory stipulated for this purpose in the UAA.

[End of Exhibit B]

## Annex 1 of the DPA Data Processing Description

**1. List of Parties:**

“Cepheid”	
Name:	“Cepheid”, as defined in the Agreement.
Address:	Address of “Cepheid”, as defined in the Agreement.
Contact person’s name:	Primary Point of Contact of “Cepheid”, as defined in the Agreement.
Contact person’s position:	Position of Primary Point of Contact of “Cepheid”, as defined in the Agreement.
Contact person’s phone number for Primary Point of Contact:	Phone Number for Primary Point of Contact of “Cepheid”, as defined in the Agreement.
Contact person’s e-mail address:	E-mail Address for Primary Point of Contact of “Cepheid”, as defined in the Agreement.
Activities relevant to the data transferred under these Clauses:	Described in Annex 1.
Role (Controller/Processor):	Processor / Controller (Exhibit B – Article 2.2 and 2.3)

The “Customer”	
Name:	Company Name of “Distributor”, as defined in the Agreement
Address:	Address of “Distributor”, as defined in the Agreement
Contact person’s name:	Primary Point of Contact of “Distributor”, as defined in the Agreement
Contact person’s position:	Position of Primary Point of Contact of “Distributor”, as defined in the Agreement
Contact person’s phone number for Primary Point of Contact:	Phone Number for Primary Point of Contact of “Distributor”, as defined in the Agreement
Contact person’s e-mail address:	E-mail Address for Primary Point of Contact of “Distributor”, as defined in the Agreement
Activities relevant to the data transferred under these Clauses:	Described in Annex 1
Role:	Controller

## **2.1. User personal data Processing description**

### **Description of transfer:**

#### **Subject Matter of the Processing**

Cepheid will process Personal Data as necessary to perform the UAA Services pursuant to the UAA, as further specified in the Documentation, and as further instructed by the User, including management of Business relationship, response to inquiries/request, verification of identity/authorization of Authorized Users; marketing and surveys.

#### **Duration of the Processing**

Subject to Section 6 of the DPA, Cepheid will Process Personal Data as long as necessary to provide requested UAA Services and at the latest for the duration of the UAA, unless otherwise agreed upon in writing.

#### **Frequency of transfer**

Personal Data will be Processed on a continuous basis.

### **Nature of the processing:**

#### **Processing operations**

Personal Data will be subject to the following basic Processing activities:  
Record, storage, consultation, use, disclosure by transmission, combination, restriction, erasure or destruction, anonymization.

#### **Categories of Data subjects**

- Personnel/employees of the User;
- Contacts of the User;
- Authorized Users of Users that use the Portal.
- If User chooses to disclose it in the Portal, Patients of the Customers

#### **Categories of personal data**

The Personal Data to be Processed concerns the following categories of data:  
As described in the UAA and Exhibit A of the UAA, and any personal data User chooses to disclose.

#### **Special Categories of Data (if applicable)**

The Personal Data to be Processed concerns the following Special Categories of Data:  
Incidental exposure of Personal Data relating to patient, such as health information, data relating to racial or ethnic origin, if User chooses to disclose.

## **2.2. Cepheid Data Processing Description:**

### **Description of transfer:**

#### **Subject Matter of the Processing**

Purposes of the transfers will be the Permitted Controller Purposes, as described in Article 2.3 of the DPA.

#### **Duration of the Processing**

Personal Data are processed as long as necessary to perform the Permitted Controller Purposes.

**Frequency of transfer**

Personal Data will be Processed on a continuous basis.

**Nature of the processing:****Processing operations**

Personal Data will be subject to the following basic Processing activities:

Record, storage, consultation, use, disclosure by transmission, combination, restriction, erasure or destruction, anonymization.

**Categories of Data subjects**

- Authorized Users of the Users,
- Personnel/employees of the User;
- Contact of the User; and
- any other Data Subjects whose Personal Data is included in Cepheid Data.

Recipients will be those engaged by Cepheid under this DPA or any other third parties to whom Cepheid may share the data in accordance with Applicable Laws.

**Categories of personal data**

The Personal Data to be Processed concerns the following categories of data (please specify):

As described in the UAA and Exhibit A of the UAA, and any personal data User chooses to disclose.

**Special Categories of Data (if applicable)**

The Personal Data to be Processed concerns the following Special Categories of Data (please specify):

Sensitive data will be any Special Categories of Personal Data contained in Cepheid Data.

**3. Competent Authority**

This will be the supervisory authority of the EU member State where the exporter is established, the Information Commission if the exporter is established in the United Kingdom ("UK") or the FDPIC if the exporter is established in Switzerland. Where the exporter is not established in an EU member State, the UK or Switzerland but it is subject to EU/UK/Swiss Data Protection Law, this will be the supervisory authority in the jurisdiction where Cepheid's representative is established (as required under EU/UK/Swiss Data Protection Law). Where the appointment of a representative is not required under EU/UK/Swiss Data Protection Law, the supervisory authority will be the CNIL in France if the individuals whose data is transferred are located in the EU, the Information Commissioner if the individuals are located in the UK or the FDPIC if the individuals are located in Switzerland. If the Personal Data originates from Canada, the supervisory authority will be one of the Commissioners who has jurisdiction over the matter as determined by the Applicable Data Protection Law.



## **Annex 2 of the DPA**

### **Description of Technical and Organizational Measures Implemented by Cepheid**

- Appropriate technical and organizational security measures to ensure a level of security appropriate to the risk.
- Role based access control is implemented.
- A mechanism to capture audit trails for user, system and application activity is implemented. All users' access to the Software, including Cepheid employees, is controlled with user authentication and authorization. All user actions, including Cepheid employees, within the Software are logged in the audit trail.
- Access to the production servers is limited to authenticated users.
- If additional support is needed outside the region, only necessary information will be transmitted, unnecessary Personal Data will be deleted where possible and sent via secure sharing method.
- User Data is Processed in secured data centers that are fully managed and monitored 24/7.

## Annex 3 of the DPA

### Controller to Processor EU/UK/Swiss Data Transfer Provisions

1. EU GDPR transfers: Where a Party is Processing User Personal Data in accordance with Clause 5 of this DPA, the EU SCCs will be deemed entered into and completed as follows:
  - (a) Module Two will apply to the extent that User is a Controller of the Personal Data;
  - (a) in Clause 7, the optional docking Clause will not apply;
  - (b) in Clause 9, Option 2 will apply, and the time period for prior notice of Cepheid Sub-Processor changes shall be as set out in Clause 7.2 of this DPA;
  - (c) in Clause 11, the optional language will not apply;
  - (d) in Clause 17, Option 2 will apply, and the EU SCCs will be governed by the law of the jurisdiction of establishment for the data exporter, where applicable and where such law allows for third-party rights, and otherwise the law of France;
  - (e) in Clause 18(b), disputes shall be resolved before the country courts of the data exporter and otherwise the courts of France;
  - (f) in Annex I:
    - (i) Part A: with the information set out in Annex 1 to this DPA;
    - (ii) Part B: with the relevant Processing description set out in Annex 1 to this DPA;
    - (iii) Part C: in accordance with the criteria set out Clause 13 (a) of the EU SCCs; and
  - (g) Annex II: with the Minimum Security Measures.
2. UK GDPR transfers: Where a Party is Processing User Personal Data in accordance with Clause 5 of this DPA, the UK Addendum will be deemed entered into and completed as follows:
  - (a) The EU SCCs, completed as set out above in clause 1 of this Annex 3, shall also apply to transfers of such Personal Data, subject to sub-clause 2. (b) of this Annex 3 below;
  - (b) Table 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the Effective Date.
3. Where the Swiss Addendum is deemed entered into and incorporated into this DPA by reference between the Parties, the Swiss Addendum will be completed as follows:
  - (a) The EU SCCs, completed as set out above in clause 1 of this Annex 3, shall also apply to transfers of such Personal Data, subject to sub-clause 3. (b) of this Annex 3 below;
  - (b) the Standard Contractual Clauses incorporated per reference shall protect the Personal Data of legal entities in Switzerland until the entry into force of the revised FADP.
4. If neither sub-clause 1, sub-clause 2 or sub-clause 3 applies, then the Parties shall cooperate in good faith to implement appropriate safeguards for transfers of such User Personal Data as required or permitted by the Applicable Law without undue delay.

## Annex 4 of the DPA

### Controller to Controller EU/UK/Swiss Data Transfer Provisions

1. EU GDPR transfers: Where a Party is Processing Cepheid Data in accordance with Clause 8 of this DPA, the EU SCCs will be deemed entered into and completed as follows:
  - (a) Module One will apply;
  - (b) in Clause 7, the optional docking Clause will not apply;
  - (c) in Clause 11, the optional language will not apply;
  - (a) in Clause 17, Option 1, the EU SCCs will be governed by the law of the jurisdiction of the Supervisory Authority for the data exporter, where applicable and where such law allows for third-party rights, and otherwise the law of France;
  - (b) in Clause 18(b), disputes shall be resolved before the country courts of the data exporter and otherwise the courts of France;
  - (c) in Annex I:
    - (i) Part A: with the information set out in Annex 1 to this DPA;
    - (ii) Part B: with the relevant Processing description set out in Annex 1 to this DPA;
    - (iii) Part C: in accordance with the criteria set out in Clause 13(a) of the EU SCCs; and
  - (d) Annex II: with the information set out in Annex 2 to this DPA.
2. UK GDPR transfers: Where a Party is Processing Cepheid Data in accordance with 8 of this DPA, then the UK Addendum will be deemed entered into and completed as follows:
  - (a) The EU SCCs, completed as set out above in clause 1 of this Annex 4, shall also apply to transfers of such Personal Data, subject to sub-clause 2. (b) of this Annex 4 below; and
  - (b) Tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU SCCs, completed as set out above, and the options "neither party" shall be deemed checked in Table 4. The start date of the UK Addendum (as set out in Table 1) shall be the Effective Date;
3. Where the Swiss Addendum is deemed entered into and incorporated into this DPA by reference between the Parties, the Swiss Addendum will be completed as follows:
  - (a) The EU SCCs, completed as set out above in clause 1 of this Annex 4, shall also apply to transfers of such Personal Data, subject to sub-clause 3. (b) of this Annex 4 below;
  - (b) the Standard Contractual Clauses incorporated per reference shall protect the Personal Data of legal entities in Switzerland until the entry into force of the revised FADP.
4. If neither sub-clause 1, sub-clause 2 or sub-clause 3 applies, then the Parties shall cooperate in good faith to implement appropriate safeguards for transfers of such Cepheid Data as required or permitted by the Applicable Law without undue delay.

## Annex 5 of the DPA

### 4.1 Supplemental requirements for the transfer of Personal Data out of the European Economic Area

The following supplemental requirements shall apply to any Restricted Transfer:

1. User shall regularly make available to Cepheid information regarding public authority requests for access to Personal Data and the manner of reply provided (if permitted by law);
2. User warrants that it has not purposefully created technical back doors or internal processes to facilitate direct access by public authorities to Personal Data, and is not required under applicable law or practice to create or maintain back doors;
3. User shall inquire of any public authority making an access request regarding Personal Data whether it is cooperating with any other state authorities in relation to the matter;
4. User shall provide reasonable assistance to data subjects in exercising their rights to Personal Data in the receiving jurisdiction;
5. User shall cooperate with Cepheid in the event that a relevant supervisory authority or court determines that a transfer of Personal Data must be subject to specific additional safeguards;
6. User shall implement encryption and/or other technical measures sufficient to reasonably protect against interception of Personal Data during transit, or other unauthorized access, by public authorities; and
7. User shall have appropriate policies and procedures in place, including training, so that requests for access to Personal Data from public authorities are routed to the appropriate function and properly handled.

### 4.2 Supplemental requirements for the transfer of Personal Data out of the Republic of South Africa

The following supplemental requirements shall apply to transfer of Personal Data out of the Republic of South Africa:

1. Transfer of personal data outside of South Africa shall meet the following parameters:
  - (A) the Party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that:
    1. effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural [person](#) and, where applicable, a juristic [person](#); and
    2. includes provisions, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;
  - (B) the data subject consents to the transfer;
  - (C) the transfer is necessary for the performance of a contract between the data subject and the responsible party, or for the implementation of pre-contractual measures taken in response to the data subject's request;
  - (D) the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party; or
  - (E) the transfer is for the benefit of the data subject, and:
    1. it is not reasonably practicable to obtain the consent of the data subject to that transfer; and
    2. if it were reasonably practicable to obtain such consent, the data subject would be likely to give it.
2. For the purpose of this section:
  - (A) “binding corporate rules” means personal information processing policies, within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring

- personal information to a responsible party or operator within that same group of undertakings in a foreign country; and
- (B) “group of undertakings” means a controlling undertaking and its controlled undertakings.