

Hologic Product Loan / Evaluation Terms and Conditions

(US Customers)

These Hologic Product Loan / Evaluation Terms and Conditions ("Terms") establish the terms and conditions under which Hologic shall, from time to time, loan and/or temporarily license to Customer, hardware and/or software programs ("Products"). Prior to effecting the loan of any Products, the parties shall sign a Hologic quotation detailing the Products to be loaned, the term and purpose of the loan, and any other special terms and conditions governing the loan of the Products ("Quote"). Hologic and Customer may hereinafter be referred to individually as a "Party" and collectively as the "Parties." The Parties, intending to be legally bound, agree as follows:

1. Agreement. These Terms, together with the applicable Quote constitute the entire agreement between the Parties with respect to the loan of the Products (the "Agreement"). This Agreement supersedes all other quotations, agreements, understandings, warranties and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify this Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. Customer acknowledges that there are no warranties or representations which have been made by Hologic or any of its agents other than those expressly contained herein. If any action in law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the Party may be entitled. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties or signed by the Party against whom the modification is sought to be enforced. Headings and captions in this Agreement are for convenience only, and in no way affect its interpretation.

2. Loan Period and Purchase Option.

(a) Loan Period. The loan period for the Products shall begin on the date of shipment or, if installation is required, the date of installation of the Products and shall continue thereafter either for the period of time or date specified on the Quote ("Loan Period"), unless terminated earlier pursuant to these Terms.

(b) Purchase Option. At any time prior to the expiration or termination of the Term (as defined in Section 3) Customer may exercise the option to purchase the Products or a license to the Products (as applicable) at the price(s), inclusive of installation, set forth on the Quote. In the event Customer exercises the option to purchase, Hologic will issue Customer a separate sales quotation, and the warranty period granted under such sales quotation shall be deemed to have commenced on the earlier of the date the Products were originally installed hereunder or thirty (30) days from the date they were shipped, notwithstanding anything to the contrary contained in the sales quotation. In the event Customer exercises the option to purchase, the Term will terminate upon Hologic's receipt of full payment of the purchase price from Customer or Customer's designated agent.

(c) Termination. During the Term, Hologic may terminate this Agreement for any reason and at any time upon fourteen (14) days written notice to Customer.

3. Effect of Termination. Regardless of the intended Loan Period, if the Customer has neither returned the Products nor exercised the Purchase Option described in Section 2(b) within ninety (90) days of installation or shipment, then on the ninety-first (91st) day this Agreement will automatically convert to a rental agreement at the monthly rental fee set forth on the Quote until either party provides thirty (30) days advance written notice to the other of its intent to terminate the Agreement and the Products are returned to Hologic ("Rental Term") (Loan Period and Rental Term are collectively referred to herein as the "Term"). If Customer has not exercised the option to purchase the Products or a license to the Products, then upon the termination of the Term, Customer is responsible for the removal of all Patient Health Information ("PHI") and other Customer data from the Product(s) prior to returning the Products to Hologic, and shall bear risk of loss of, or damage to, the Products while in transit to Hologic. At the time of such return, the Products shall be purged of all Customer data, unmodified, and in the same condition as originally delivered by Hologic to Customer, reasonable wear and tear only excepted.

4. Rental Fees and Payment. If this Agreement converts to a rental agreement pursuant to Section 3, the monthly rental fee shall be as listed on the Quote or a supplemental quote from Hologic, payable in United States (U.S.) Dollars only, and does not include any applicable taxes. Customer shall pay rental fee invoices net thirty (30) days from the invoice date. Hologic may charge monthly interest at the maximum rate permitted by law on all amounts not paid by the invoice due date until all such amounts are paid in full. If Customer claims any tax exemption, it must promptly furnish a valid tax exemption certificate to Hologic. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase the rental fee for the Products on thirty (30) days written notice to Customer.

5. Installation. If applicable, Hologic will install the Products which require installation at the "ship to" location listed on the Quote during normal business hours. Customer is responsible for preparing and maintaining the installation site in compliance with Hologic specifications, including, but not limited to, applicable regulations concerning electrical and environmental conditions. Hologic agrees to provide applications training as set forth in the Quote at the time of Product installation hereunder.

6. Default. In addition to any default events specified elsewhere in this Agreement, the occurrence of any of the following events constitutes a default ("Default") by Customer: (i) non-payment when due of any amount payable by Customer in accordance with this Agreement; or (ii) a breach of the terms and conditions of this Agreement. In the event of a Default by Customer hereunder, all indebtedness of Customer may, at the option of Hologic and without demand or notice of any kind, immediately become due and payable, and in addition to all other rights and remedies available at law or in equity, Hologic may, as applicable (i) cease delivering or providing the Products until the Default is cured; and (ii) immediately terminate this Agreement or, to the extent cure is possible and at Hologic's sole option, provide Customer with the opportunity to cure such Default within thirty (30) days of providing written notice thereof. Hologic will be entitled to recover from the Customer any and all expenses and damages that Hologic sustains by reason of the Customer's Default including, but not limited to, reasonable attorneys' fees. The remedies and rights specified herein are cumulative and not exclusive. The exercise or the non-exercise of any

right or remedy does not limit or prejudice Hologic as to that right or remedy.

7. License Grant. During the Term, Hologic grants Customer a revocable, non-exclusive, non-transferable, limited right to (i) use the Products at Customer's location, or such other location(s) as may be specified on the Quote; and (ii) use the Products strictly in accordance with the terms and conditions of this Agreement. In no instance shall the Products be used by a third party.

8. Updates. During the Term, Hologic may provide maintenance and commercially available updates to the Products which revise or correct safety issues or enhance the productivity of the Products. Customer shall allow Hologic access to the Products to implement any new versions or updates.

9. Restrictions on Use. Customer shall use the Products strictly in accordance with the terms of this Agreement and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, maliciously penetrate any system or network which runs or stores, or decrypt the Products; (b) make any modification, automation, conversion, adaptation, improvement, enhancement, translation or derivative work to or from the Products; (c) remove, circumvent or create, or use any workaround to any copy protection or security feature relating to the Products; (d) violate any applicable laws, rules or regulations in connection with Customer's access or use of the Products; (e) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Hologic or its affiliates, partners, suppliers or licensors; (f) use the Products for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (g) install, use or permit the Products to be used on Equipment other than the originally designated Equipment for the Products; (h) unless otherwise approved by Hologic, make the Products available over a network or other environment permitting access or use by multiple devices or users at the same time; (i) use the Products for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any product, services or software offered by Hologic; (j) use the Products to send automated queries to any website or to send any unsolicited commercial e-mail; (k) connect the Products to any online service or other applications, software or services not provided or permitted by Hologic; (l) use any proprietary information or interfaces of Hologic or other intellectual property of Hologic in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the Products; (m) own title or transfer title to the Products to any third party; (n) distribute, sublicense, or otherwise provide copies or any rights in relation to the Products to any third party; or (o) pledge, hypothecate, alienate or otherwise encumber the Products to any third party. Customer understands and accepts that the Products may be subject to regulation by the Food and Drug Administration (the "FDA"), and Customer agrees to adhere to the approved product labeling. Customer understands and accepts Hologic cannot promote a marketed Product for off-label use. Customer shall be solely responsible for all decisions related to use of the Products with Customer's patients.

10. Consent to Use of Content. To the extent applicable, Customer agrees that Hologic may collect and use Product data and related information, including but not limited to technical information about Products, system and application software, and peripherals, that is gathered to facilitate the provision of software updates, Product support and other services to Customer related to the Products (collectively, "Data"). As applicable, Customer agrees to provide information, feedback, de-identified images, and other related content in connection with Customer's use of the Products (together with the Data, collectively, "Content"). Customer agrees that Hologic may use the Content to improve the products and services or to provide products and services to Customer, and hereby grants Hologic a non-exclusive, worldwide, royalty-free, fully paid-up, transferable and sub-licensable license in and to the Content, including all intellectual property rights therein, for Hologic to use, modify and create derivative works of the same in connection with or related to any business purposes. Customer represents and warrants that (i) Customer has the necessary rights to grant the licenses and rights in the Content, and (ii) the Content and Hologic's use thereof as permitted in this Agreement will not infringe, violate or misappropriate any third-party right. Content will not include any patient health information.

11. Customer Responsibilities.

- (a) **End Users.** Subject to the provisions set forth herein, Customer alone shall be responsible for all acts and omissions of all End-Users and shall use reasonable efforts to prevent any unauthorized use of or access to the Products by End-Users. For the purposes of this Agreement, an End-User is Customer's employee, representative, workforce member, or agent authorized to access and use the Products on behalf of Customer. Customer will promptly notify Hologic of any unauthorized use of the Products by any End-User of which Customer becomes aware and will use all commercially reasonable efforts to immediately terminate and prevent further occurrences of such unauthorized use. Customer is solely responsible for granting, administering, and terminating End-User access, and, as applicable, is at all times solely responsible for undertaking measures to ensure the confidentiality of any login ID and password used by End-Users for the purposes of accessing and using the Products.
- (b) **Internet Connection.** To the extent applicable, Customer is responsible to establish and maintain its own connection to the internet in order to access the Products.
- (c) **Maintenance.** Customer agrees that it shall be responsible for any charges and costs associated with services for the Products that are not ordinarily covered by Hologic's Product warranty, including, without limitation, after-hours site visits and replacement of consumables and other excluded or pro-rated items. To the extent the Products have remote access capability, Customer must allow secure remote access to the Products through Hologic Connect™ or other Hologic-designated remote access solution during the Term.
- (d) **Insurance.** Customer agrees, at its own expense, to obtain and maintain during the Term, with insurers of recognized responsibility, property insurance in amounts sufficient to insure against all risk of loss of, or damage to, the Products; said amount to be not less than the total payment due for the Products over the Term. Hologic shall be named as an Additional Insured (ATIMA) on such policy and a current, valid certificate of insurance shall be furnished to Hologic evidencing said coverage upon request. Additionally, if so requested by Hologic, Customer shall allow Hologic to join in the negotiation of any insurance claim brought by Hologic as a result of any loss of, or damage to, the Products while in Customer's care, custody or control. Customer shall bear the risk of loss of, or damage to the Products during the Term.
- (e) **Anti-Virus Software.** As applicable, Customer is responsible for implementing, maintaining, and updating compatible anti-virus software on the Products and checking for and removing any malicious code, viruses, software, programming devices, malware, spyware, time bombs, drop dead devices, key locks, Trojan horses or unauthorized backdoors.

(f) **Indemnification.** Customer shall indemnify, hold harmless and defend Hologic from and against any and all claims, losses, liabilities, costs and other expenses (including, without limitation, reasonable fees and disbursements of counsel incurred by Hologic) caused by the acts or omissions of Customer or any End-User, including in connection with an unauthorized use, disclosure or access, or any of Customer's or End-User's obligations under this Agreement.

12. Delay of Performance. Except for payment obligations, each Party's obligations herein are subject to force majeure, including, but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, unavailability of or disruptions in internet connections, acts of God or other contingencies or acts not within the sole control of a Party. Hologic shall not be responsible for Customer's access to and use of the Products as a result of unavailability of or disruptions in internet connections or in the event the Products are down for maintenance or repair.

13. Warranties. For Products developed or manufactured by Hologic, Hologic warrants that the Products will perform substantially in accordance with specifications during the Term ("Limited Warranty"). Hologic does not warrant that use of Products shall be uninterrupted or error-free, or that Products shall operate with third-party products not authorized or validated by Hologic. In case of any breach of the Limited Warranty, as Customer's exclusive remedy and Hologic's entire obligation and liability, Hologic will use reasonable efforts to promptly repair the Products. Customer will initiate all claims by promptly contacting Hologic after the discovery of the breach or non-conformity. THE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE PRODUCTS ARE NOT USED, STORED, MAINTAINED, OR OPERATED IN ACCORDANCE WITH THIS AGREEMENT OR HOLOGIC DOCUMENTATION; (ii) THE PRODUCTS OR ANY PART THEREOF HAVE BEEN REPAIRED, MOVED, OR MODIFIED BY CUSTOMER OR ANY ENTITY OTHER THAN HOLOGIC AUTHORIZED PERSONNEL; OR (iii) A MALFUNCTION IN THE PRODUCT HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT APPROVED OR SUPPLIED BY HOLOGIC. EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE PRODUCTS ARE PROVIDED "AS IS" AND HOLOGIC MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, HOLOGIC MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE THAT THE OPERATION OF THE PRODUCTS WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS. As identified in the applicable Product specifications, certain Products are not developed by Hologic and provided through or licensed by a third-party vendor, and some third-party vendors provide different warranties and require different or additional terms applicable to the Products which they supply; such warranties and terms supersede this Agreement and Customer and End-Users agree to abide by such terms with respect to such third-party Products.

14. LIMIT OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL HOLOGIC BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE PRODUCTS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) AND EVEN IF HOLOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HOLOGIC'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES EXCEED TWELVE (12) TIMES THE MONTHLY RENTAL FEE PAID BY CUSTOMER. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

15. Export. Customer may not use or otherwise export or re-export the Products except as authorized by United States law and the laws of the jurisdiction in which the Products were obtained. In particular, but without limitation, the Products may not be exported or re-exported: (i) into any U.S. embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Products, Customer represents and warrants that Customer is not located in any such country or on any such list and that Customer will not use the Products for any purposes prohibited by United States law.

16. Intellectual Property Rights. Customer acknowledges and agrees that the Products and applicable documentation are provided under license, and not sold, to Customer under this Agreement. Customer does not acquire any ownership interest in the Products or applicable documentation under this Agreement, or any other rights thereto, other than to use the Products in accordance with Hologic's documentation, subject to all of the terms, conditions and restrictions under this Agreement. Hologic reserves and shall retain all right, title or licenses, and interest in and to the Products and all intellectual property rights arising out of or relating to the Products, except as expressly granted to Customer in this Agreement. Customer shall safeguard the Products from infringement, misappropriation, theft, misuse or unauthorized access. Customer shall promptly notify Hologic if Customer becomes aware of any infringement of intellectual property rights in the Products and fully cooperate with Hologic in any legal action taken to enforce such intellectual property rights. Further, Hologic will be free to use any ideas, concepts, know-how or techniques contained in such Content for any purpose whatsoever, including, without limitation, developing, making, marketing, distributing and selling products and services incorporating such Content. Hologic will have no obligation to consider, use, return or preserve any of the Content provided by Customer to Hologic. Any Content provided by Customer to Hologic may not be treated confidentially by Hologic, and Hologic will have no obligation or liability to Customer for the use or disclosure of any of the Content. Customer should not to expect any compensation of any kind from Hologic for the Content provided.

17. Intellectual Property Indemnity. For Products developed by Hologic, Hologic will indemnify, and at its election, defend, Customer against claims asserted against Customer in a suit or action if: (i) the claim is for direct patent infringement or direct copyright infringement, or for misappropriation of third-party trade secrets; (ii) the claim is asserted against the Products alone and not in combination with any third-party software or systems. Notwithstanding anything else in this Agreement, Hologic has no obligation to indemnify or defend Customer for claims asserted, in whole or in part, if (i) the Products are not used in accordance with this Agreement or Hologic documentation; (ii) the Products or any part thereof have been modified by Customer or any entity other than Hologic; or (iii) a malfunction in the Products has been

caused by any equipment or software not approved or supplied by Hologic. As a condition of Hologic's obligations under this Section 17, Customer must provide Hologic with: (i) prompt written notice of the claim; (ii) sole control over the defense and settlement of the claim; and (iii) full and timely cooperation. Hologic will not be responsible for any costs, expenses or compromises that Customer makes or incurs without Hologic's written consent. Hologic may, at its sole discretion and expense: (i) procure for Customer the right to continue using the Products; (ii) replace the Products with non-infringing Products; (iii) modify the Products so that they become non-infringing; or (iv) terminate this Agreement upon Customer's return of the Products to Hologic. This indemnity section states Hologic's entire obligation and Customer's exclusive remedy for claims of patent or copyright infringement, or trade secret misappropriation, made in whole or in part against the Products.

18. Confidential Information. Customer agrees that the Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Hologic. During the Term of this Agreement and at all times after its termination, Customer and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Customer shall not disclose any such proprietary information concerning the Products, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee or agent of Customer without the prior written consent of Hologic. Additionally, both Parties agree to hold in strict confidence the terms of this Agreement and all information provided to the other in connection with the performance of their respective obligations under this Agreement, including, without limitation, financial and pricing information, except to the extent that disclosure is required by applicable law. The terms and conditions of this Agreement must not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of this Agreement to its employees, professional advisors, agents or independent contractors who require knowledge of the terms and conditions of this Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

19. Compliance with Laws. Hologic and Customer shall comply with all federal and state laws that govern the enforceability and performance of this Agreement.

20. Bankruptcy. Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to cancel any unfulfilled obligations if any of the following situations arise: (i) the other Party becomes insolvent or is unable to pay debts as they become due; (ii) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (iii) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.

21. Waiver and Severability. If either Party fails to perform obligations under this Agreement, such nonperformance does not affect the other Party's right to enforce performance at any time. Waiver of any remedy or material breach of any subject matter contained in this Agreement is not a waiver unless agreed to by the Parties in writing. Each provision of this Agreement is separate and independent of one another, and the unenforceability of any provision shall not affect the enforceability of any other provision. If any provision is held to be excessively broad or unenforceable, such provision shall be modified accordingly so that it is enforceable to the fullest extent possible by law.

22. Assignment. Customer may not assign, transfer, sublet, pledge, or otherwise encumber or suffer a lien upon this Agreement or the subject Products to or for the benefit of any other party, and any attempted assignment without Hologic's prior written consent will be void.

23. Notices. Any notification required under this Agreement is deemed to have been given either one (1) day after being given to an express overnight carrier with a reliable system for tracking delivery; or when sent by a confirmed facsimile with another copy sent by any other means specified in this paragraph; or three (3) business days after having been mailed postage prepaid by United States registered or certified mail. Any required notices to Customer shall be delivered to the address set forth in the applicable Hologic quote or other purchasing program document, and to Hologic at the addresses listed below. Either Party may change its mailing address by notice as provided by this section.

To: Hologic, Inc.
250 Campus Drive
Marlborough, MA 01752
Attn: Contracts Department

With a mandatory simultaneous copy to: Hologic, Inc.
250 Campus Drive
Marlborough, MA 01752
Attn: Legal Department

24. Governing Law. Upon execution, this Agreement is governed by the laws of the Commonwealth of Massachusetts, without regard to any conflict of law principles to the contrary. Customer hereby irrevocably consents to jurisdiction of the state and federal courts located in Boston, Massachusetts with respect to any proceeding regarding this Agreement or the Subscription Products. The 1980 UN Convention for the International Sale of Goods or any successor thereto does not apply to this Agreement. Customer will not prosecute any action, suit, proceeding or claim arising under or by reason of this Agreement or the Subscription Products except in such courts.

25. Equal Employment Opportunity Policy. Hologic is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

26. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all of which together constitute one and the same agreement. Each Party authorizes the other Party to affix a digital signature to this Agreement. The Parties acknowledge the E-SIGN Act and Uniform Electronic Transaction Act recognize digital signatures and each Party hereto agrees that if executed by digital signature each document shall be legally binding and effective. The Parties also acknowledge and agree that any document generated by the Parties with respect to this Agreement, may be imaged and stored electronically and such documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility.

Additional Terms for Unifi Workspace

These Additional Terms and Conditions for Unifi Workspace (“Additional Terms”) apply to all Products described on the Quote as UNIFI-SYS-12MP:

1. **Month-To-Month Subscription Equipment with Subscription Software (Hologic Part Number UNIFI-SYS-12MP).** The following Additional Terms apply to all Subscription Products described on the Quote as Hologic part number UNIFI-SYS-12MP:
 - a. **Support.** During the Term, Hologic will provide the following support :
 - Hologic will provide telephone and remote diagnostic support for reported issues encountered in the use of the Subscription Products twenty-hour (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays, with live support Monday to Friday 7:00am to 8:00pm EST. Support can be obtained by calling 877-371-4372;
 - All replacement parts;
 - Travel time and labor coverage for on-site assistance during Standard Hours. “Standard Hours” are Monday to Friday, 8:00am to 5:00pm, local time, exclusive of Hologic holidays;
 - On-site emergency coverage for down Equipment, Monday to Friday, 5:00pm to 9:00pm local time, if call is received by Hologic by 2pm local time;
 - Calls received outside Standard Hours will be dispatched during Standard Hours of the following business day.
 - b. **Automatic Renewal.** Upon conclusion of the Loan Period, if Customer is not in breach hereof, this Agreement shall automatically renew for successive one (1) month periods (each a “Rental Term”) unless either Party provides the other Party with written notice of its intent not to renew at least thirty (30) days prior to the end of the Loan Period or then-current Rental Term.
 - c. **Equipment Buyout and Perpetual License Option.** At any time during the Term, Customer may purchase the Product hardware and a perpetual Product license, pursuant to the pricing and terms set forth in a separate quotation provided by Hologic (“Equipment Buyout and Perpetual License Option”).

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