

# *Hologic Subscription Terms and Conditions*

## *(US Customers)*

These Hologic Subscription Terms and Conditions (“Terms”) apply to the access and use of Hologic-licensed subscription software (“Subscription Software”) for use on Hologic manufactured or licensed equipment (“Equipment”) and Hologic-owned Equipment offered on a subscription basis (“Subscription Equipment”) (Subscription Software and Subscription Equipment collectively referred to as “Subscription Products”); between Hologic Sales and Service, LLC (together with its subsidiaries, affiliates, and agents, “Hologic”), and Customer. 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 Additional Subscription Terms and Conditions specific to the applicable Subscription Products, attached hereto and incorporated herein (“Additional Terms”) and the applicable Hologic quote specifying the Subscription Products (“Quote”) constitute the entire agreement between the Parties with respect to the Subscription 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 No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties or signed by the Party against whom the modification is sought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. Prices and Payment.** Pricing and payment schedule for the Subscription Products are listed in the Quote, are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. Customer shall pay 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 furnish a valid tax exemption certificate to Hologic before delivery of Subscription Products. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices for Subscription Products on thirty (30) days written notice to Customer. To the extent the Subscription Products require shipment, all costs for shipping the Subscription Products to Customer’s site shall be paid by Customer unless indicated otherwise on the Quote.

**3. Term.** The term of this Agreement will commence upon full execution of the Quote and will continue for the Effective Term and, to the extent applicable per the Additional Terms, any Renewal Term (“Term”). The “Effective Term” means either the ‘effective term’ specified on the Quote, or to the extent the Subscription Products require installation, the period of time beginning on the date of installation and continuing for the period of time or ‘term length’ specified on the Quote (“Effective Term”).

**4. Effect of Termination.** Upon either the expiration or termination of the Term, Hologic or its agents shall have the right, if applicable, to enter the Customer’s premises to deactivate Customer’s access to all Subscription Software or to retake possession of the affected Subscription Products by de-installing, re-packing, and shipping the affected Subscription Products back to Hologic at Customer’s expense. Customer is responsible for the removal of all Patient Health Information (“PHI”) and other Customer data from the Subscription Product(s) prior to returning such Subscription Products to Hologic, and shall bear risk of loss of, or damage to, the Subscription Products while in transit to Hologic. At the time of such return or repossession, the Subscription 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. If the Customer fails to permit Hologic to retake possession of the Subscription Products at the end of the Term, then without waiving Hologic’s right to retake possession, and in addition to Hologic’s other available remedies, Customer will pay 200% of the monthly payment amount specified on the Quote as a monthly fee until the Subscription Product is returned to Hologic.

**5. Installation.** If applicable, Hologic will install the Subscription Products which require installation at the “ship to” location listed on the Quote during normal business hours. Customer is responsible for cooperating with Hologic’s installation instructions in addition to preparing and maintaining the installation site in compliance with Hologic specifications, including, but not limited to, applicable regulations concerning electrical and environmental conditions.

**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; (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 (a) cease delivering or providing the Subscription Products until the Default is cured; and (b) 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) access and use the Subscription Software on Subscription Equipment or Equipment owned and controlled by Customer; and (ii) access and use the Subscription Software strictly in accordance with the terms and conditions of this Agreement.

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

Products to implement any new versions or updates.

**9. Restrictions on Use.** Customer shall use the Subscription 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 Subscription Products; (b) make any modification, automation, conversion, adaptation, improvement, enhancement, translation or derivative work to or from the Subscription Products; (c) remove, circumvent or create, or use any workaround to any copy protection or security feature relating to the Subscription Products; (d) violate any applicable laws, rules or regulations in connection with Customer's access or use of the Subscription 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 Subscription 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 Subscription Software to be used on Equipment other than the originally designated Equipment for the Subscription Software; (h) except for Unifi EQUIP, make the Subscription Software available over a network or other environment permitting access or use by multiple devices or users at the same time; (i) use the Subscription 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 Subscription Products to send automated queries to any website or to send any unsolicited commercial e-mail; (k) connect the Subscription 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 Subscription Products; (m) own title, or transfer title to the Subscription Products to any third party; (n) distribute, or sublicense or otherwise provide copies or any rights in relation to the Subscription Products to any third party; or (o) pledge, hypothecate, alienate or otherwise encumber the Subscription 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.** Customer agrees that Hologic may collect and use Equipment data and related information, including but not limited to technical information about Equipment, 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 Subscription 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 Subscription 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. Except for Unifi EQUIP, 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 Subscription Products by End-Users. Customer will promptly notify Hologic of any unauthorized use of the Subscription 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 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 Subscription 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 Subscription Products.
- (c) **Designated Equipment.** Customer is responsible for the maintenance of Customer-owned Equipment designated for the Subscription Software and ensuring that such Equipment conforms to Hologic's published specifications, including, but not limited to, applicable regulations including all electrical and other connections and all environmental conditions. Customer must allow secure remote access to Equipment 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 Subscription Equipment; said amount to be not less than the total payment due for the Subscription Equipment over the Effective 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 Subscription Products during the Effective Term and, to the extent applicable per the Additional Terms, any Renewal Term.
- (e) **Anti-Virus Software.** Customer is responsible for implementing, maintaining, and updating compatible anti-virus software on the Equipment 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 Subscription Products as a result of unavailability of or disruptions in internet connections or in the event the Equipment is down for maintenance or repair.

**13. Warranties.** For Subscription Products developed by Hologic, Hologic warrants that the Subscription Products will perform substantially in accordance with specifications during the Effective Term and, to the extent applicable per the Additional Terms, any Renewal Term ("Limited Warranty"). For the purposes of this Agreement, an End-User is Customer's employee, representative, workforce member, or agent authorized to access and use the Subscription Products on behalf of Customer. Hologic does not warrant that use of Subscription Products shall be uninterrupted or error-free, or that Subscription 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 (a) repair or replace the Subscription Products; or (b) if such repair or replacement, in Hologic's opinion, is commercially unreasonable, then in the case of Subscription Software, upon Hologic's receipt of Customer's written representation and promise that Customer has removed all instances of the Subscription Software and will not use the Subscription Software, or in the case of Subscription Equipment, upon de-installation and return of the Subscription Equipment to Hologic, Hologic will refund the prorated price paid by Customer for the applicable Subscription Products based on the date Customer provides written notice to Hologic of the warranty claim. Customer will initiate all claims by contacting Hologic within thirty (30) days after the discovery of the breach or non-conformity. **THE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE SUBSCRIPTION PRODUCTS ARE NOT USED IN ACCORDANCE WITH THIS AGREEMENT OR HOLOGIC DOCUMENTATION; (ii) THE SUBSCRIPTION 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 SUBSCRIPTION PRODUCT HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT APPROVED OR SUPPLIED BY HOLOGIC.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN, THE SUBSCRIPTION 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 SUBSCRIPTION PRODUCTS WILL BE FAILSAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS. As identified in the applicable Subscription Product specifications, certain Subscription Products are not developed by Hologic and provided through or licensed by a third-party software vendor, and some third-party software vendors provide different warranties and require different or additional terms applicable to the Subscription 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 Subscription 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 SUBSCRIPTION 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 SUBSCRIPTION PRODUCTS 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 Subscription Products except as authorized by United States law and the laws of the jurisdiction in which the Subscription Products were obtained. In particular, but without limitation, the Subscription 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 Subscription 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 Subscription Products for any purposes prohibited by United States law.

**16. Intellectual Property Rights.** Customer acknowledges and agrees that the Subscription Products and applicable documentation are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Subscription Products or applicable documentation under this Agreement, or any other rights thereto, other than to use the Subscription 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 Subscription Products and all intellectual property rights arising out of or relating to the Subscription Products, except as expressly granted to Customer in this Agreement. Customer shall safeguard the Subscription 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 Subscription 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 expect any compensation of any kind from Hologic for the Content provided.

**17. Intellectual Property Indemnity.** For Subscription 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 Subscription 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 Subscription Products are not used in accordance with this Agreement or

Hologic documentation; (ii) the Subscription Products or any part thereof have been modified by Customer or any entity other than Hologic; or (iii) a malfunction in the Subscription 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 Subscription Products; (ii) replace the Subscription Products with non-infringing Subscription Products; (iii) modify the Subscription Products so that they become non-infringing; or (iv) upon Customer's return of the Subscription Products to Hologic, and/or removal of the Subscription Software from the Equipment, refund the residual value of the Subscription Products fee prepaid by Customer for the infringing Subscription Products, depreciated using a straight-line method of depreciation over a three (3) year period from the date of delivery of the Subscription Products. 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 Subscription Products.

**18. Confidential Information.** Customer agrees that the Subscription Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Hologic. During the period this Agreement is in effect 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 Subscription 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 or otherwise transfer the Subscription Products or this Agreement, or assign, sub-license or otherwise transfer to any other person or entity any rights under this Agreement without Hologic's prior written consent, and any attempted assignment without such 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 Sales and Service, LLC  
250 Campus Drive  
Marlborough, MA 01752  
Attn: Contracts Department

With a mandatory simultaneous copy to: Hologic Sales and Service, LLC  
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 ESIGN 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.

**27. Miscellaneous.** See Additional Terms and Quote for additional terms and conditions, which supplement and/or supersede these Terms, as applicable.

## Additional Subscription Terms and Conditions for Unifi Analytics

These Additional Subscription Terms and Conditions for Unifi Analytics (“Additional Terms”) apply to all Subscription Software described on the Quote as UA-SW-002, UA-SUB-001, or UA-SUB-SW-001:

- 1. End User Agreement.** The End-User Software License Agreement located at <https://www.hologic.com/hologic-master-sales-terms-conditions> (“EULA”) is incorporated by reference into the Agreement and applies to the Subscription Software.
- 2. Delivery.** Hologic shall provide the Subscription Software in the quantities listed on the Quote via a dashboard on [www.UnifiConnect.com](http://www.UnifiConnect.com) (“Dashboard”) following full execution of the Agreement. Customer shall designate (i) a point of contact for the Subscription Software on the Quote; and (ii) the Equipment for the Subscription Software in the Dashboard. Equipment must conform to Hologic’s published specifications, allow remote access through Hologic Connect™ and may require configuration prior to use of Subscription Software.
- 3. Termination.** Hologic may terminate this Agreement at any time for any reason. Customer may terminate this Agreement on the Term’s Annual Anniversary Date by providing Hologic with sixty (60) days’ written notice prior to such upcoming Annual Anniversary Date. For purposes of this section, “Annual Anniversary Date” means one (1) year after the first day of the Effective Term, and each subsequent year thereafter until the expiration of the Effective Term. Notwithstanding the foregoing, in the event Customer’s designated Equipment for the Subscription Software is being traded-in as part of a sale transaction involving the purchase of new Hologic-manufactured equipment, Customer may terminate the Subscription Software only on such Equipment outside of the Annual Anniversary Date and without advance notice.
- 4. Revisions to this EULA.** Hologic may at any time revise the terms of the EULA by updating those terms and by providing notice to Customer or End User of that change upon Customer accessing the Subscription Software at the time of said change and Customer’s or End User’s continued use is acceptance of the revised EULA terms.

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## Additional Subscription Terms and Conditions for Unifi EQUIP

These Additional Subscription Terms and Conditions for Unifi EQUIP (“Additional Terms”) apply to all Subscription Products described on the Quote as UEB-SUB:

1. **Agent.** Installation, training, maintenance, updates, de-activation, and de-installation for the Unifi Equip Subscription Software may be performed by Hologic’s authorized agent.
2. **Equipment.** With respect to any Unifi EQUIP Subscription Software, the term “Equipment,” as defined above in the Terms shall also include, as applicable, compatible Customer-owned medical imaging equipment manufactured or licensed by an entity other than Hologic on which Unifi EQUIP is to be installed pursuant to the associated Quote. Equipment must conform to Hologic’s specifications, allow remote access, and may require configuration prior to use of Subscription Software.
3. **Performance.** Hologic makes no representations or warranties of any kind, express or implied, nor otherwise commits to any result and/or success with respect to the Enhancing Quality Using the Inspection Program (“EQUIP initiative”) under the Mammography Quality Standards Act (“MQSA”), including but not limited to Customer facility passing the inspection or having no adverse inspection observations under the EQUIP initiative and applicable law.
4. **Remote Access.** During the Term, Customer must allow remote access to Equipment through a secure remote access application such as Remote Desktop, VNC or other terminal connections chosen by Hologic’s agent in order to provide support services.
5. **Delivery.** Hologic or its agent shall provide the Subscription Software at a date mutually agreed upon by the Parties, either on-site or remotely, once the Customer has confirmed that the Equipment conforms to specifications. Customer accepts the Subscription Products on the earlier of: (i) on the date Customer signs its installation acceptance form, or (ii) thirty (30) calendar days after delivery in the event Customer has not provided written notice with sufficient detail to Hologic that the Subscription Products do not conform to the specifications.
  - a. **On-Site Components.** Some components of the Subscription Software may require installation at the Customer’s facility on Equipment (“On-site Components”). Prior to installation of the On-site Components, Customer shall (i) provide the Equipment that meets the published hardware requirements for the Subscription Software; and (ii) obtain and install thereon all required third party software. Customer agrees that such computer hardware and third-party software shall be installed and fully operational before Hologic begins installation of the On-site Components. Customer shall provide Hologic or its agent secure remote access to the On-site Components for the period of time required for such installation and thereafter as may be required for routine maintenance, and grant Hologic or its agent priority use of such Equipment during installation and any maintenance.
6. **Use and Training.** Customer shall limit access to and use of the Subscription Software to its employees and agents who have been appropriately trained. Hologic’s agent shall provide Customer and Customer’s staff with initial training remotely at no additional cost, or Customer pay purchase on-site training or supplementary training for an additional charge. The parties will select mutually acceptable training dates and times.
7. **Subscription Software Support.** The following support will be available during the Effective Term:
  - Hologic’s agent will provide telephone response for reported issues encountered in the use of the Subscription Software Monday to Friday, 8:00am to 7:00pm EST, excluding Hologic-observed holidays. Emergency telephone response is available twenty-hour (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays. Support can be obtained by calling 877-371-4372;
  - On-site support is subject to Hologic’s billable rates current at the time of performance.
  - Support excludes custom programming services and data recovery services for data loss or corruption.
8. **Equipment Trade-In.** In the event Customer’s designated Equipment for Subscription Software is being traded-in as part of a sale transaction involving the purchase of new Hologic-manufactured equipment, Customer’s license for the Subscription Software originally installed on the traded-in Equipment shall transfer to the new Hologic-manufactured equipment.
9. **Termination.** Hologic may terminate this Agreement at any time for any reason. Customer may terminate this Agreement on the Term’s Annual Anniversary Date by providing Hologic with sixty (60) days’ written notice prior to such upcoming Annual Anniversary Date. For purposes of this section, “Annual Anniversary Date” means one (1) year after the first day of the Effective Term, and each subsequent year thereafter until the expiration of the Effective Term. Notwithstanding the foregoing, in the event Customer’s designated Equipment for the Subscription Software is being traded-in as part of a sale transaction involving the purchase of new Hologic-manufactured equipment, Customer may terminate the Subscription Software only on such Equipment outside of the Annual Anniversary Date and without advance notice.

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## Additional Subscription Terms for Unifi Workspace

These Additional Subscription Terms and Conditions for Unifi Workspace (“Additional Terms”) apply to all Subscription Products described on the Quote as UNIFI-SUB-SYS-12MP-3YR, UNIFI-SUB-SYS-12MP-5YR, or UNIFI-SYS-12MP:

1. **3-Year Subscription Equipment with Subscription Software (Hologic part number UNIFI-SUB-SYS-12MP-3YR) and 5-Year Subscription Equipment with Subscription Software (Hologic part number UNIFI-SUB-SYS-12MP-5YR).** The following Additional Terms apply to all Subscription Products described on the Quote as Hologic part numbers UNIFI-SUB-SYS-12MP-3YR or UNIFI-SUB-SYS-12MP-5YR:
  - a. **Support.** The following support will be available during the Effective Term:
    - 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. **Equipment Buyout and Perpetual License Option.** Upon conclusion of the Effective Term, Customer may purchase the Subscription Equipment and a perpetual license for the Subscription Software, pursuant to the pricing and terms set forth in a separate quotation provided by Hologic (“Equipment Buyout and Perpetual License Option”). Customer must provide Hologic with thirty (30) days’ prior written notice of its intent to exercise the Equipment Buyout and Perpetual License Option set forth herein.
  - c. **At-Will Termination.** Customer may terminate this Agreement upon sixty (60) days prior written notice to Hologic, such termination will be subject to an early termination fee of twenty-five percent (25%) of the residual Agreement price, based on the effective termination date. Such fee shall be due within thirty (30) days of the termination effective date. Hologic may set-off, credit, or refund any unused amounts prepaid by Customer. Notwithstanding the foregoing, if Customer desires to purchase the Subscription Equipment and/or a perpetual license for the Subscription Software prior to the conclusion of the Effective Term, then Customer will not be subject to the early termination fee.
  - d. **New Subscriptions.** Upon conclusion of the Effective Term, if Customer enters into a new subscription agreement with Hologic for the Subscription Products, then Hologic will exchange the Subscription Products with new subscription products to be used for the duration of the effective term of the new subscription agreement.
2. **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 Effective Term and, as applicable, any Renewal Term, Hologic will provide the support stated in Section 1.a. above.
  - b. **Automatic Renewal.** Upon conclusion of the Effective Term, if Customer is not in breach hereof, this Agreement shall automatically renew for successive one (1) month periods (each a “Renewal 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 Effective Term or then-current Renewal Term.
  - c. **Equipment Buyout and Perpetual License Option.** At any time during the Effective Term, Customer may purchase the Subscription Equipment and a perpetual license for the Subscription Software, 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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## Additional Subscription Terms and Conditions for Quantra

These Additional Subscription Terms and Conditions for Quantra (“Additional Terms”) apply to all Subscription Software described on the Quote as DIM-LIC-QT-SUB:

- 1. Termination.** Hologic may terminate this Agreement at any time for any reason. Customer may terminate this Agreement on the Term’s Annual Anniversary Date by providing Hologic with sixty (60) days’ written notice prior to such upcoming Annual Anniversary Date. For purposes of this section, “Annual Anniversary Date” means one (1) year after the first day of the Effective Term, and each subsequent year thereafter until the expiration of the Effective Term. Notwithstanding the foregoing, in the event Customer’s designated Equipment for the Subscription Software is being traded-in as part of a sale transaction involving the purchase of new Hologic-manufactured equipment, Customer may terminate the Subscription Software only on such Equipment outside of the Annual Anniversary Date and without advance notice.

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### **Additional Subscription Terms and Conditions for 3D Flex Program**

These Additional Software Subscription Terms and Conditions for the 3D Flex Program (“Additional Terms”) apply to all Subscription Products listed on the Quote as SDM-SUB-001 or SDM-SUB-002:

1. **Delivery.** Hologic shall provide the Subscription Software to Customer at the time of installation of the Dimensions system (“Delivery”). If Customer elects not to activate the C-View subscription (SDM-SUB-002) subscribed to under this Agreement at the time of Delivery, then Hologic may charge Customer an additional fee for activation of such Subscription Software occurring after Delivery.
2. **Perpetual License Option.** Upon conclusion of the Effective Term, Customer may purchase a perpetual license for the Subscription Software pursuant to the pricing and terms set forth in a separate quotation provided by Hologic (“Perpetual License Option”). Customer must provide Hologic with thirty (30) days’ prior written notice of its intent to exercise the Perpetual License Option set forth herein.
3. **At-Will Termination.** Hologic may terminate this Agreement at any time for any reason. Customer may terminate this Agreement if the Dimensions system containing the Subscription Software is being traded-in as part of a sale transaction involving the purchase of new Hologic-manufactured equipment.

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