



Hologic GYN Surgical Solutions Service Terms and Conditions

These Hologic GYN Surgical Solutions Service Terms and Conditions set forth the conditions under which Hologic Sales and Service, LLC (together with its subsidiaries and affiliates, "Hologic") will provide support and services on Customer's Hologic-manufactured equipment ("Equipment") after Customer's purchase of SureCare service coverage on the Equipment. 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 follow:

- 1. Coverage Period.** The "Coverage Period" begins on the Effective Date ("Coverage Start Date") and continues for the duration of the Coverage Period noted on the applicable SureCare quote.
- 2. Termination.** Neither Party may terminate this Agreement without cause. If either Party fails to perform a material obligation contained in the Agreement, then either Party may terminate this Agreement for cause upon thirty (30) days' notice to the non-performing Party and opportunity to cure.
- 3. SureCare Services.** Hologic will provide the support and services ("Services") listed in the table on the applicable SureCare quote listed "Service Type" and explained in greater detail in Exhibit A below. Hologic will provide the Services on the equipment listed in the table under "Model" for the duration of the Coverage Period provided. The Services may be provided for Hologic owned or Customer owned Equipment, as applicable.
- 4. Fee for Services.** Customer will pay Hologic the price indicated on the applicable SureCare quote at the intervals listed therein.
- 5. Payment Terms.** Customer will pay all invoices net thirty (30) days from the invoice date. If Customer does not pay any undisputed invoices net forty-five (45) days from the invoice date, then Hologic may suspend the Services until such invoices are paid.
- 6. Serial Numbers.** The Equipment serial numbers provided on the applicable SureCare quote are for information purposes only. Hologic may provide replacement equipment with a different serial number to the Customer following an Advanced Exchange (defined in Exhibit A, if applicable to the selected Service Plan).
- 7. Force Majeure.** Hologic will not be liable for any failure or delay in providing the Services if such failure or delay was caused by a shortage of materials, labor difficulties, floods, fires, epidemics, actions taken or threatened by any governmental agencies, acts of God, or other contingencies or acts not within the sole control of Hologic.
- 8. Conflicting Terms.** Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify the terms contained herein will be of no effect unless specifically agreed to in writing and signed by both Parties.

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Exhibit A Service Type Coverage

Service Type	Coverage Description
SURECARE OM	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions, including use with third-party disposables or accessories not validated by Hologic; or (c) opening, servicing, modifying, altering, or moving the Equipment, or permitting a third party to do so. Hologic will deny coverage for any Equipment not covered under a SureCare plan and for any Equipment that has been transferred by the original Customer to a third party.</p>
SURECARE FLT PRO	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Preventative Maintenance (only applicable on Coverage Period of three (3) years or more). If Equipment requires preventative maintenance (“PM”) during the Term, then Hologic will provide such PM in accordance with the manufacturer’s recommended schedule, as stated in the Instructions for Use. If onsite service is required to perform any PM, then Hologic will perform the PM during standard business hours. Hologic may, at its option, provide Customer with replacement Equipment through the Advanced Exchange Program to satisfy any recommended PM.</p> <p>d. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions, including use with third-party disposables or accessories not validated by Hologic; or (c) opening, servicing, modifying, altering, or moving the Equipment, or permitting a third party to do so. Hologic will deny coverage for any Equipment not covered under a SureCare plan and for any Equipment that has been transferred by the original Customer to a third party.</p>
SURECARE NS	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions,</p>

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SURECARE PCB	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions, including use with third-party disposables or accessories not validated by Hologic; or (c) opening, servicing, modifying, altering, or moving the Equipment, or permitting a third party to do so. Hologic will deny coverage for any Equipment not covered under a SureCare plan and for any Equipment that has been transferred by the original Customer to a third party.</p>
SURECARE CSL	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions, including use with third-party disposables or accessories not validated by Hologic; or (c) opening, servicing, modifying, altering, or moving the Equipment, or permitting a third party to do so. Hologic will deny coverage for any Equipment not covered under a SureCare plan and for any Equipment that has been transferred by the original Customer to a third party.</p>
SURECARE SON	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to Customer within twenty-four (24) hours from time of notification to Hologic, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). Hologic will expedite the shipment of Replacement Equipment to Customer at no additional charge to Customer. The Replacement Equipment will conform to all applicable product specifications and may be new or refurbished. Hologic will provide Customer with written notice of the Advanced Exchange, and such notice will serve as an amendment to this Agreement replacing any damaged Equipment with the Replacement Equipment. Any damaged Equipment provided to Hologic will become the sole property of Hologic upon receipt. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will timely return any damaged equipment to Hologic as instructed by Hologic’s Technical Support department.</p> <p>c. Exclusions. Hologic reserves the right to deny coverage if it determines that Equipment damage or performance issues result from Customer’s: (a) reckless, abusive, willful, or intentional conduct; (b) use of the Equipment in a manner not intended by Hologic or inconsistent with Hologic specifications or instructions, including use with third-party disposables or accessories not validated by Hologic; or (c) opening, servicing, modifying, altering, or moving the Equipment, or permitting a third party to do so. Hologic will deny coverage for any Equipment not covered under a SureCare plan and for any Equipment that has been transferred by the original Customer to a third party.</p>
SURECARE SON-P	<p>a. Technical Support. Priority access to telephone and remote support for Equipment 7:00 am to 7:00 pm EST Monday through Friday, exclusive of Hologic observed holidays.</p> <p>b. Advanced Exchange. If any Equipment is damaged during the Coverage Period or Hologic’s Technical Support department fails to provide a solution to</p>

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