

B&SH Maintenance & Repair Service Terms (U.S. Customers)

These Maintenance & Repair Service Terms ("Terms") between Hologic, Inc. ("Hologic") and Customer (together, the "Parties") govern the repair and maintenance services of equipment listed on the Service Quote ("Equipment") and the use of Software (Equipment and Software, collectively "Products"). These Terms, together with the applicable service quotation ("Service Quote"), Exhibit A, and Exhibit B are collectively defined as the "Agreement."

1. Termination

- a. Termination Without Cause. Either Party may terminate this Agreement, with or without cause, after providing the other with 60 days' prior written notice. In case of such termination by Customer, and unless Customer sells its business, or Customer's business merges with or is acquired by another entity who will have a controlling interest of 50% or greater, Customer will be assessed a cancellation fee of 25% of the residual Agreement price, based on the effective termination date. If cancellation occurs in the final year of coverage, the fee will be reduced to 15%. Hologic may set-off, credit, or refund any unused amounts prepaid by Customer.
- b. Termination for Cause. Either Party may terminate this Agreement if the other fails to perform any duty within, limits access to Equipment, or files for bankruptcy ("Default") after providing the defaulting Party written notice of its Default and allowing the defaulting Party 30 days to cure such Default. Customer must provide notice to Hologic in case of bankruptcy. Hologic may elect to suspend Services upon Customer Default. Hologic may terminate within 10 days if Customer breaches payment obligations.

2. Pricing and Payment

Service pricing and payment schedule are listed on the Service Quote. Payments are due Net 30 from the invoice date. Hologic may suspend Services if Customer's account is past due. If Customer is tax-exempt, Customer will provide a valid tax-exemption certificate to Hologic prior to the invoice date, otherwise Customer will be invoiced for applicable taxes.

3. Services Included

- a. Services. Hologic or authorized distributor will provide the services listed on the Service Quote ("Services"). Any Services performed outside of the Coverage Period indicated on the applicable Service Quote are performed at Hologic's prevailing rates. Each Service Type selected by Customer is detailed in Exhibit A, titled "Service Type Coverage", which contains coverage details and hours of service. Customer may request Services, telephone support, or remote support by contacting the applicable support team from Exhibit B, titled "Product Support Information".
- b. Preventive Maintenance. Any Preventive Maintenance ("PM") will be performed according to manufacturer's recommended schedule. PM generally includes checking mechanical and electrical safety, lubrication, functional testing, and adjusting Equipment to Specifications.
- c. Software Updates. At no charge during the Term, Hologic will provide commercially available updates that revise or correct safety issues or update the productivity of the Software. Customer will be responsible for uploading and installing security patches made available by Hologic. Upgrades that provide new features or require hardware changes will be offered to Customer at prevailing rates when commercially available.
 - ✓ Software. "Software" includes all computer software, firmware and associated documentation supplied through this Agreement in connection with the Equipment or Services. If the Equipment includes Software, Customer is granted a non-exclusive, non-transferable license to use the Software on the Equipment on which it is first installed and only in the normal course of business. Customer may not use Software for multi-site quality control or data review or attempt to access its source code. Software remains the sole property of Hologic. Customer must treat Software as confidential, and must maintain all copyright, proprietary, and other notices on the Software. Customer must not copy, sublicense, de-compile, disassemble, or reverse engineer the Software. All information needed for interoperability is available from Hologic. Hologic may develop updates to the Software, and Customer must allow Hologic access to the to install any updates. Software updates and upgrades for non-Hologic manufactured equipment are subject to the policies of its manufacturer.
- d. Replacement Parts. If covered on Exhibit A or warranty, Hologic will provide available replacement parts at no charge. Replacement parts may be new or remanufactured, will be exchanged for the replaced parts, and are warranted to perform in accordance with Specifications for the greater of 90 days or the remainder of the Coverage Period. Replaced parts become the property of Hologic once replacement parts are installed. Parts not covered on Exhibit A or warranty are provided at Hologic rates current at time of replacement.
- e. End of Support Announcement. Should Hologic determine that it will no longer support a Product, component, or provide a particular option or feature, Hologic will provide Customer 12 months written notice prior to ending such support. After such notice, Hologic may remove the affected Product, component, option or feature from coverage, with an appropriate adjustment of charges, with no further action by the Parties.
- f. Service Reports. Hologic will provide service reports for all Services performed onsite.
- g. Response Times. Subject to the conditions specified in Exhibit A, product support teams are available during Support Hours listed in Exhibit B. If Customer leaves a message, Hologic's phone support group will return calls received during Support Hours within 30 minutes. Should a support team determine that onsite service is necessary, a Hologic Field Engineer will be dispatched. Hologic uses best efforts to provide an onsite response within 2 business days of Customer's call. For sites with down equipment, Hologic uses best efforts to provide same day response so long as an FE is available, subject to the exclusions in Section 5.
 - ✓ Down Equipment. Equipment is considered "down" when Equipment is inoperable (unavailable to treat or diagnose patients, or for Equipment used solely for research projects, cannot be used to perform research). Response to Customer call requesting service for down Equipment caused by external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified Equipment tolerances, attempted and/or unauthorized third party repair, etc.) may be subject to Hologic's then-current travel time and labor rates.
- h. Remote Access. For some Products, Hologic requires remote access to meet service response times and perform support services. Remote access is provided through Hologic Connect™, or other Hologic technology available at the time service is performed. Customer understands that if Customer is unable provide remote access, Hologic may not be able to meet the response times specified under this Agreement.

4. Exclusions

The following services are not covered by the Agreement and will be billed at prevailing rates:

- a. services performed at Customer's request outside the hours in Exhibit A;
- b. services required due to disaster, acts of God, or external failures (including without limitation: abuse, loss of air-conditioning, power failure, or power surges beyond specified equipment tolerances);
- c. services required due to improper use or actual or attempted unauthorized third party repair, modifications, software installations, or moves;
- d. services required due to electrical work or cabling external to the Product;
- e. services performed related to IT, workflow design and analysis, or Customer's network infrastructure, such as IP address configurations;
- f. services performed as a result of changes in laws, regulations or guidelines; and
- g. de-installation, reinstallation, or relocation services.

5. Changes in Coverage

- a. Inspection. If Customer would like to cover Equipment that has been without warranty or service contract coverage for more than 30 days, serviced by anyone other than Hologic or its authorized representatives; or Customer is in Default for more than 30 days then, at Customer's expense, Hologic may inspect the Equipment to determine if it conforms to Hologic's published specifications ("Specifications"). If Equipment does not conform to Specifications, Customer must pay prevailing rates to bring the Equipment into Specifications prior to resumption or start of coverage by Hologic.
- b. Adding and Removing Equipment Coverage. The Parties may add Equipment by mutually executed written amendment to this Agreement. If Customer would like to remove Equipment, then after providing Hologic with 30 days' notice, the Parties will amend the Agreement to reflect such removal. Advance notice for removal is not required if Equipment is traded-in as part of a new purchase of Hologic equipment from Hologic. In the event of any coverage adjustment, the cost on the Service Quote will be prospectively adjusted to reflect such change.

6. Customer Responsibilities

- a. Routine Maintenance and Supervision. Customer must perform all Hologic-recommended routine maintenance in accordance with user manual. Customer alone is responsible for the supervision, risk mitigation, management and control of Equipment while placed onsite.
- b. Access. If Customer does not provide access to Equipment for a scheduled visit, Customer will pay travel time and labor expenses at prevailing rates.
- c. Data Backup. Customer must backup all data, such as patient data, prior to and during the provision of Services. Hologic is not responsible for loss, corruption, recovery, storage or backup of data.

7. Limited Warranties and Exceptions

Hologic warrants that Services will be performed by trained individuals in a workmanlike manner. The remedy for any warranty claim is limited to Hologic re-performing any non-conforming Services at no charge, as long as Customer provides prompt written notice to Hologic. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. HOLOGIC DISCLAIMS IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability

Except for bodily injury or damage to real or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Hologic or its authorized representatives, Hologic's liability for any damages is limited to the annual Service Quote price in effect when the cause of action arose. IN NO EVENT SHALL HOLOGIC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, HOLOGIC SHALL NOT BE LIABLE FOR ANY CLAIMS BROUGHT MORE THAN ONE YEAR AFTER THE CLAIMANT HAS KNOWLEDGE OF THE CLAIM.

9. Force Majeure

Neither Party is liable for any failure or delay in performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrections, fires, floods storm, explosions, act of God, war, governmental action, labor or material shortages or any other cause which is beyond the reasonable control of such Party. The foregoing provisions regarding force majeure do not, however, delay or excuse payment of any amount.

10. Assignment

Customer may not assign or subcontract any portion of its rights or obligations under the Agreement without prior written consent from Hologic. Hologic may assign or subcontract its rights, responsibilities, and/or obligations, provided that any assignee assumes applicable obligations in writing.

11. Confidentiality

Except to the extent disclosure is required by applicable law, both Parties agree to hold in strict confidence the Agreement terms and all information in connection with performance of the Agreement, including without limitation, pricing, protected health information, and information relating to the Customer.

12. Applicable Law

The Parties agree to comply with applicable law, including but not limited to, applicable provisions of Health Insurance Portability and Accountability Act of 1996, the Federal Anti-Kickback Statute, and the requirement for access clause set forth in 42 C.F.R. 420.302.

13. Independent Contractors

Hologic is an independent contractor. No joint venture, partnership, principal-agent, or employment relationship exists or is implied between the Parties.

14. Insurance

During the Term, Hologic will maintain the following insurance coverages in amounts complying with applicable law: (a) worker's compensation insurance covering its employees, agents, or representatives; (b) general liability insurance covering the acts or omissions of Hologic and its employees, agents, or representatives; and (c) products liability insurance. Hologic will provide a certificate of insurance to Customer upon request.