



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.

Exhibit A
Service Type Coverage

Service Type	Coverage Description
SURECARE OM	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays. b. Advanced Exchange. If any Equipment is damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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: the Omni sheaths included in part numbers 60-250-1 and 60-250-2 are not included in this Advanced Exchange coverage. Note: Advanced Exchange coverage under this Agreement will apply to Advanced Exchanges requested outside of Hologic Standard Warranty coverage. Customer will return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. c. Exclusions. The SureCare OM Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so.
SURECARE MS	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays. b. Advanced Exchange. If any Equipment is damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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 return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. c. Exclusions. The SureCare MS Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so.

Service Type	Coverage Description
SURECARE FLT	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays. b. Advanced Exchange. If any Equipment is damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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 return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. 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. d. Exclusions. The SureCare FLT Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so.
SURECARE NS	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays b. Advanced Exchange. If any Equipment is damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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 return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. c. Exclusions. The SureCare NS Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so.

Service Type	Coverage Description
SURECARE PCB	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays b. Advanced Exchange. If the ProVu Console (part number 7100), Transducer with Sensor (part number 7700), or Table Top Field Generator and cable (part numbers 5200 and MS-20-0153) are damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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 return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. c. Exclusions. The SureCare PCB Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so.
SURECARE CSL	<ul style="list-style-type: none"> a. Technical Support. Priority access to telephone and remote support for Equipment 7am-7pm EST M-F, exclusive of Hologic observed holidays. b. Advanced Exchange. If any Equipment is damaged during the Coverage Period, then Hologic will exchange Customer’s damaged equipment (the “Advanced Exchange”) with like-for-like replacement equipment (“Replacement Equipment”). 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 return any damaged equipment to Hologic within seven (7) days of receipt of any Replacement Equipment. c. Exclusions. The SureCare CSL Plan will not apply to any Equipment operated in any manner inconsistent with applicable Hologic specifications or instructions, including use with reprocessed disposables or accessories. Hologic reserves the right to deny coverage in the event Customer: (a) causes damage by reckless, abusive, willful, or intentional conduct, or uses the Equipment in a manner not normal or intended by Hologic, including using Equipment with reprocessed disposables or accessories; (b) damages a product not covered under a SureCare plan; or (c) opens, services, modifies, or alters the Equipment, or permits a third-party to do so. d. 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.