



**Service Quote**

Hologic Internal Use Only
Entered By:
Date Entered:
Agreement Number:
Customer PO:

**Location:**  
 SAN MATEO  
 MEDICAL  
 CENTER  
 222 W 39TH AVE  
 SAN MATEO, CA  
 94403 US  
**Account #** 23544

**Quote #:** Q-343766  
**Quote Date:** 8/9/2023

**Hologic Rep:** Amar Dhanota

**Contract Type:** Service Agreement Renewal

Model	Serial Number	Service Type	Annual List Price	Annual Discount	Annual Net Price	Coverage Period	Coverage Period (in years)	Term Price
Dimensions 2D 5000	81002143158	PREFERRED PLAN	\$51,700.00	\$15,510.00	\$36,190.00	8/1/2023 to 7/31/2026	3.00	\$108,570.00
Dimensions 2D 5000	81002143158	RENEW DIMENSIONS	\$17,400.00	\$2,466.67	\$3,333.33	8/1/2023 to 7/31/2026	3.00	\$9,999.99
Dimensions 2D 5000	81002143158	IMAGECHECKER COVERAGE 1ST LIC	\$2,250.00	\$675.00	\$1,575.00	8/1/2023 to 7/31/2026	3.00	\$4,725.00
Dimensions 2D 5000	81001143002	PREFERRED PLAN	\$51,700.00	\$15,510.00	\$36,190.00	8/1/2023 to 7/31/2026	3.00	\$108,570.00
Dimensions 2D 5000	81001143002	RENEW DIMENSIONS	\$17,400.00	\$2,466.67	\$3,333.33	8/1/2023 to 7/31/2026	3.00	\$9,999.99
Dimensions 2D 5000	81001143002	IMAGECHECKER COVERAGE 1ST LIC	\$2,250.00	\$675.00	\$1,575.00	8/1/2023 to 7/31/2026	3.00	\$4,725.00
Advanced Workflow Manager	78101140121	PREFERRED PLAN 1PM	\$4,610.00	\$1,383.00	\$3,227.00	8/1/2023 to 7/31/2026	3.00	\$9,681.00

Advanced Workflow Manager	78101140121	RENEW MANAGERS	\$18,900.00	\$2,300.00	\$4,000.00	8/1/2023 to 7/31/2026	3.00	\$12,000.00
SecurView DX-400	2980114B5213	PREFERRED PLAN 1PM	\$10,500.00	\$3,150.00	\$7,350.00	8/1/2023 to 7/31/2026	3.00	\$22,050.00
SecurView DX-400	2980114B5213	RENEW MONITORS	\$61,800.00	\$8,933.33	\$11,666.67	8/1/2023 to 7/31/2026	3.00	\$35,000.01
Model	Serial Number	Service Type	Annual List Price	Annual Discount	Annual Net Price	Coverage Period	Coverage Period (in years)	Term Price
SecurView DX-400	2980114B5213	RENEW SECURVIEW	\$9,440.00	\$480.00	\$2,666.67	8/1/2023 to 7/31/2026	3.00	\$8,000.00
SecurView DX-400	2980114B5213	MULTIVIEW/MULTIMOD	\$4,500.00	\$1,350.00	\$3,150.00	8/1/2023 to 7/31/2026	3.00	\$9,450.00
SecurView Manager	2960616B0936	PREFERRED PLAN 1PM	\$4,610.00	\$1,383.00	\$3,227.00	8/1/2023 to 7/31/2026	3.00	\$9,681.00
SecurView Manager	2960616B0936	RENEW MANAGERS	\$18,900.00	\$2,300.00	\$4,000.00	8/1/2023 to 7/31/2026	3.00	\$12,000.00

30.00% San Mateo Medical Center Discount: (USD 162,060.00)

**Term Discount Total:** (USD 175,748.01)

**Agreement Term Price Total:** USD 364,451.99

**Payment Schedule**

Payment Start Date	Payment Frequency	# of Payments	Payment Amount	Payment Notes
08/01/23	Annual	3	\$121,484.00	

The Agreement is effective upon signature by both parties (“Effective Date”). The terms attached hereto (“Terms”), Service Quote, Exhibit A, and Exhibit B (Terms, Service Quote, and Exhibits, collectively, the “Agreement”) govern the repair and maintenance services (“Services”) for equipment listed above (“Equipment”) and the use of related Hologic Software (Equipment and Software, collectively “Products”). In the event of a conflict between this Service Quote and the Terms, this Service Quote prevails.

The Agreement terms apply to the entire Coverage Period, even if the Coverage Period pre-dates the Effective Date. If the Quote is for Point of Sale Services, the Coverage Period will begin upon expiration of the applicable Product warranty period. For Point of Sale Services, the initial invoice date for the Payment Amount stated in the Payment Schedule shall coincide with the Services start date. Prior to the end of the Coverage Period, this Agreement may be renewed, at a mutually agreed price, by executing an amendment signed by both parties.

**Customer Acceptance:** By signing below, Customer accepts this Agreement and agrees to be bound by the Terms. This Agreement supersedes all previous proposals for these Services and constitutes the complete and entire agreement between the parties. Any conflicting or additional terms, including those that may appear on a Customer purchase order, are rejected and of no

Quote #: Q-343766

effect unless agreed to in writing by the parties. A failure by either party to pursue an available remedy or enforce a material breach by the opposing party is not a waiver unless agreed to by the parties in writing. This Agreement must be signed by an authorized Customer representative and sent to Hologic with Customer's purchase order within sixty (60) days from the Quote Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

**CUSTOMER: SAN MATEO MEDICAL CENTER**

**HOLOGIC SALES AND SERVICE, LLC**

Authorized Signature: \_\_\_\_\_

Authorized Signature:



Name: \_\_\_\_\_

Name: Keith Reed

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Title: VP, Breast & Skeletal Health Solutions Date: 8/9/2023

**BILL TO ADDRESS:**

**Hologic Contact:**

Address: \_\_\_\_\_

Name: Amar Dhanota Phone:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: amar.dhanota@hologic.com Fax:

**THIS IS NOT AN INVOICE. INVOICE(S) WILL BE GENERATED FOLLOWING SUBMISSION OF EXECUTED SERVICE AGREEMENT AT THE TIME THE COVERAGE PERIOD BECOMES EFFECTIVE.**

Hologic is required by law to collect state and local taxes on all sales.

Final invoices will include these amounts unless a valid exemption certificate is provided.

**Exhibit A**  
**Service Type Coverage**

Standard Hours are Monday to Friday, 8am to 5pm local time, exclusive of Hologic-observed holidays.  
Extended Hours are Monday to Friday, 8am to 9pm local time, exclusive of Hologic-observed holidays.  
Coverage Period is stated on the Service Quote for individual Equipment and the applicable Service Type.

**Service Type Coverage Description**

PREFERRED PLAN

**Preferred Plan (1) (2) (3) (4) (5) (6)**

Services include:

- Telephone and remote diagnostic and repair support twenty-hour (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.
- All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to Customer.
- Plastics coverage (replacement parts for all paddle plastics and face shields that are broken during the Coverage Period).
- Travel time and labor coverage for on-site assistance during Standard Hours.
- Same day on-site response during Standard Hours, and 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. If Hologic Field Engineer cannot respond on-site same day for calls received after 2pm local time during Standard Hours, such call will be dispatched the following business day.
- Two (2) Planned Maintenance (“PM”) inspections per year of Coverage Period completed on-site during Standard Hours.
- All Software updates and enhancements commercially released during the Coverage Period for the Products/options purchased, in addition to all safety and quality updates. Installation during Standard Hours. Excludes third-party Software updates or security patches.
- Discount of twenty percent (20%) during Coverage Period on the following Professional Services: (i) clinical applications training; (ii) post implementation configuration and connectivity services; and (iii) equipment relocation services. Said discount is non-cumulative and cannot be combined with any other offer or discount in order to apply. Professional Services are provided during Standard Hours in accordance with the terms and conditions of such offerings.
- American College of Radiology (“ACR”) compliance.
- Ninety-five percent (95%) uptime guarantee in accordance with Hologic’s Equipment Performance Guarantee, incorporated and attached in Exhibit C.

RENEW DIMENSIONS

One computer, keyboard, mouse and graphics card upgrade, excluding LCD display, anytime during the Coverage Period. If Agreement is terminated prior to the expiration of the Coverage Period, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic.

Replaced hardware must be returned to Hologic within fifteen (15) days of replacement hardware installation with a Return Merchandise Authorization (“RMA”). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the replaced hardware within allotted time frame may result in additional fees.

Service Type	Coverage Description
IMAGECHECKER COVERAGE 1ST LIC	ImageChecker Coverage 1st License Coverage includes: •Software updates and enhancements commercially released during the Coverage Period for the Products/options purchased, in addition to all safety and quality updates. •Installation during Standard Hours is included only if full travel time and labor coverage is in place for the applicable Equipment. If full travel time and labor coverage is not in place for the applicable Equipment, travel time and labor will be assessed at then-current rates based on the date and time the installation services are provided. Excludes: •Third-party Software updates or security patches.

PREFERRED PLAN 1PM

Preferred Plan with 1 PM

Services include:

- Telephone and remote diagnostic and repair support twenty-hour (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.
- Replacement parts excluding glassware. Includes standard shipping and handling costs to ship such parts to Customer.
- Travel time and labor coverage for on-site assistance during Standard Hours.
- Same day on-site response during Standard Hours, and 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. If Hologic Field Engineer cannot respond on-site same day for calls received after 2pm local time during Standard Hours, such call will be dispatched the following business day.
- One (1) Planned Maintenance (“PM”) inspection per year of Coverage Period completed on-site during Standard Hours.

- All Software updates and enhancements commercially released during the Coverage Period for the Products/options purchased, in addition to all safety and quality updates. Installation during Standard Hours. Excludes third-party Software updates or security patches.
- American College of Radiology (“ACR”) compliance.
- Ninety-five percent (95%) uptime guarantee in accordance with Hologic’s Equipment Performance Guarantee, incorporated and attached in Exhibit C..

RENEW MANAGERS

RENEW Coverage

- One computer, keyboard, mouse and graphics card upgrade, excluding LCD display, anytime during the Agreement term. If Agreement is terminated prior to the termination date stated on the Agreement proposal, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic.
- Replaced hardware must be returned to Hologic within fifteen (15) days. Failure to return the replaced hardware within allotted time frame may result in additional fees.

RENEW MONITORS

Good for one monitor upgrade to the latest version during the term of the service agreement. If Agreement is terminated prior to the termination date stated on the Agreement proposal, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic. • Replaced hardware must be returned to Hologic within fifteen (15) days. Failure to return the replaced hardware within allotted time frame may result in additional fees.

Service Type	Coverage Description
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RENEW SECURVIEW

RENEW Coverage

INCLUDES:

# One computer, keyboard, mouse and graphics card upgrade, excluding LCD display, anytime during the Agreement term.

NOTE:

# If Agreement is terminated prior to the termination date stated on the Agreement proposal, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic.

# Replaced hardware must be returned to Hologic within fifteen (15) days. Failure to return the replaced hardware within allotted time frame may result in additional fees.

MULTIVIEW/MULTIMOD

MULTIVIEW/MULTIMOD

## SERVICE TYPE AND COVERAGE NOTES

- (1) Requires Customer to provide a network connection for Hologic Connect™ SSL remote network access solution for each Product under the following equipment categories: Digital Mammography, Digital CAD, Bone Density, MultiView, and Prima. In the event that the Customer cannot provide such remote access, Hologic may not be able to, and shall not be liable for failure to, meet response times as specified in the Agreement.
- (2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing travel time, labor, and parts rates.
- (3) Two (2) Preventive Maintenance ("PM") inspections do not apply to (i) Digital CAD Equipment, Trident HD Equipment, or Brevera Equipment, which receives only one (1) PM inspection per year; and (ii) AkrusChair, MultiView, and Prima Equipment, which do not require a PM inspection.
- (4) For each equipment category listed below, glassware shall mean, but is not limited to:
  - x-ray tube and digital array detector, for Digital Mammography, Direct Radiography, and Trident Equipment;
  - x-ray tube and CCD camera, for Analog Mammography Equipment;
  - x-ray tube, high voltage power supply assembly, and image intensifier or flat detector, for Fluoroscan Equipment;
  - x-ray tube, high voltage power supply assembly, and array detector, for Bone Density Equipment.
  - reusable driver, for Brevera Equipment. Notwithstanding anything to the contrary elsewhere in the Agreement, the reusable driver is subject to the Reusable Driver Exchange Program.

Replacement parts are supplied on an exchange basis; replaced parts removed from the Equipment shall become the property of Hologic.

- (5) Platinum Service Type for Prima Equipment excludes Software updates.
- (6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treat or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repair, all other Acts of God, etc.) may be subject to travel time and labor rates.
- (7) Plastics Coverage available at an additional cost.
- (8) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost
- (9) Reusable Driver Exchange Program: Hologic will provide Customer with replacement reusable driver ("Replacement Driver"), including all shipping expenses, in exchange for Customer's reusable driver ("Exchanged Driver"). Upon installation of the Replacement Driver ("Exchange Effective Date"), the Customer shall retain title and right of possession to the Replacement Driver and the Exchanged Driver shall be removed from the Equipment and shall become the sole property of Hologic, with Hologic retaining title and right of possession to the Exchanged Driver. Customer acknowledges and agrees that the Exchanged Driver shall be returned to Hologic within fifteen (15) days of the Exchange Effective Date with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the Exchanged Driver within allotted time frame may result in additional fees.

### **Agreement Exclusions:**

- New or additional hardware that is required to run software updates or upgrades unless Renew Option is purchased.
- All consumables, including, but not limited to, bar code stickers, cleaning supplies, table pads, positioning devices, ink cartridges, exam table paper, batteries, separator sheets, suction cups, test films, ultrasound gel, test fixtures, test phantoms, and printer paper.
- Software & Telephone Support Service Type excludes installation by a Hologic Field Engineer. Option of installation by Hologic Field Personnel during Standard Hours is available at current travel time and labor rates.
- Bronze Service Type excludes travel time, labor or parts expenses that are necessary to bring the Equipment to within Hologic specifications and/or American College of Radiology ("ACR") Compliance. If required, such expenses will be assessed at then-current travel time, labor and parts rates.

**Exhibit B**  
Product Support Information

Product	Support Hours	Phone	Email
Dimensions	7:00am– 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Selenia;	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital StereoLoc II	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Affirm Prone Biopsy	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
SecurView Workstations	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Prima Workstation	7:00am– 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Aixplorer	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	mammosupport@hologic.com
Digital CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
Analog CAD	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	sc.techsupport@hologic.com
MultiView/Aegis	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	MultiViewSupport@hologic.com
SecurXchange	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	SecurXchangeSupport@hologic.com
Trident	7:00am – 8pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANisupport@hologic.com
Multicare/M-IV Platinum	7:00am – 8:00pm EST live support (on-call support available 24hours/day, 7 days/week)	877-371-4372	DANisupport@hologic.com
ATEC Consoles	7:00am – 7:00pm EST live support	877-371-4372	mammosupport@hologic.com
MRI	7:00am – 8:00pm EST live support	800-537-3860	N/A
Insight2/FD	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Bone	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com
Sahara	7:00am – 8:00pm EST live support	800-321-4659	BED-ASPPT@hologic.com

**Exhibit C**  
Equipment Performance Guarantee

**Definitions**

“*Equipment*” means Customer's portfolio of Hologic manufactured or licensed equipment which is covered under a Service Plan.

“*Service Plan*” means the Services coverage period of an applicable Hologic service agreement.

“*Measurement Period*” means the twelve (12) month period beginning on the effective date of the Product Warranty Period or Service Plan coverage period, as applicable, and each twelve (12) month period thereafter (or the actual operative period of time if less than twelve (12) months).

“*Hours of Operation*” means Monday to Friday, 8:00 am to 5:00 pm, exclusive of Hologic-observed holidays, or the Equipment’s onsite coverage hours pursuant to the applicable Service Plan documentation.

“*Base Hours*” means the total number hours, based on the Hours of Operation, in a Measurement Period.

“*Downtime Event*” means each unscheduled incident when any Equipment is inoperable (unavailable to treat or diagnose patients, produce diagnostic images, report results, or process samples), beginning when a documented Customer notification of each Downtime Event is received by Hologic and continuing until the Equipment is restored to operable condition in accordance with Specifications. A Downtime Event excludes (i) any scheduled downtime event, including but not limited to preventive maintenance, proactive parts replacement, or installation of Software updates or upgrades; and (ii) repairs or adjustments to the Equipment required due to misuse, operator error, negligence of Customer or its employees or agents, or inadequate environmental conditions, including but not limited to air conditioning conditions or failure, power failure, or supply of power below or in excess of the Equipment Specifications. If Hologic is notified of a Downtime Event outside the applicable Hours of Operation, Downtime will commence at the start of Hours of Operation on the following business day.

“*Downtime Hours*” means the total number of hours that Customer’s Equipment experienced a Downtime Event during Hours of Operation, excluding any time (in hours) that Customer restricts, limits or prevents access to the Equipment experiencing the Downtime Event by Hologic service personnel or authorized agents.

## Performance Guarantee

During the Service Plan, Hologic shall be responsible for the reliability of the Equipment and warrants that for each Measurement Period, Equipment covered under such Service Plan will operate in accordance with Hologic's then-current standards of configuration, performance, manner of use, or installation (“*Specifications*”) for the percentage of time stated in the applicable Service Plan documentation (“*Uptime Standard*”).

Hologic and Customer agree the Uptime Standard requires that, where the Equipment has remote diagnostic capabilities, Customer provides a dedicated VPN connection for each item of Equipment for remote diagnostic troubleshooting purposes via Hologic Connect™ SSL remote network access solution.

The Uptime Standard is calculated by subtracting Downtime Hours from the Base Hours, dividing that number by the Base Hours, and then multiplying the result by one hundred (100).

Customer and Hologic are each responsible for measuring Downtime Hours, and the parties may meet annually if requested by Customer at least thirty (30) days in advance, to review their calculations and determine whether the guaranteed Uptime Standard was met during the applicable Measurement Period. Hologic will extend the applicable Service Plan coverage period by one (1) week, up to a maximum of five (5) weeks, for each percentage point below the guaranteed Uptime Standard.



These Breast & Skeletal Health Maintenance & Repair Service Agreement Terms (“Terms”) between Hologic Sales and Service, LLC (“Hologic”) and San Mateo Medical Center, a division of San Mateo County Health, itself a department of the County of San Mateo, a California public agency (hereafter “Customer”) (individually a “Party”, 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 quote (“Service Quote”), Exhibit A, Exhibit B, and Exhibit C are collectively defined as the “Agreement”.

### 1. Termination

- **Termination Without Cause.** Either Party may terminate this Agreement without cause after providing the other with one hundred twenty (120) days’ prior written notice. Hologic may set-off, credit, or refund any unused amounts prepaid by Customer against outstanding amount owed for services to-date. If Customer terminates the Agreement early, Hologic shall review whether it performed any upgrades or major repairs above \$10,000.00 within one hundred eighty (180) days prior to termination. If so, Customer shall be invoiced the value of such upgrades or major repairs at Hologic’s prevailing rates. Notwithstanding the foregoing, in the event that any hardware for Equipment has been upgraded pursuant to Renew coverage, the unpaid balance of the upgrade will be invoiced to Customer and due payable to Hologic following termination.
- **Termination for Cause.** Customer shall be in default under the Agreement upon: (a) failure by Customer to make any undisputed payment due to Hologic within ten (10) days of Hologic providing written notice to Customer of its late payment status; and (b) failure to provide access to the Product as set forth in Section 6(b) (collectively for the purposes of this Section 1(b), a “Breach.”). Either Party shall be in default under this Agreement if such Party fails to perform any of its other obligations under the Agreement and such Breach is not cured within thirty (30) days of the non-breaching Party providing written notice thereof. Failure to remedy a Breach under this Section 1(b) may result in termination of the Agreement. Upon the occurrence of any undisputed non-payment by Customer, Hologic, at its sole option, may immediately cease providing Services under the Agreement until such default is cured or corrected. In the event of the commencement of any insolvency, bankruptcy or similar proceedings by or against a Party, including any assignment for the benefit of creditors this Agreement shall be terminated immediately.

### 2. Pricing and Payment

Service pricing and payment schedule are listed on the Service Quote. Payments are due net thirty (30) days from the invoice date, with a fifteen (15) day grace period. 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 shall be invoiced for applicable taxes.

### 3. Services Included

- **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”.
- **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.
- **Software Updates.** At no charge during the Coverage Period stated on the Quote, 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 third-party security patches validated 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 Equipment to install any updates. Software updates and upgrades for non-Hologic manufactured equipment are subject to the policies of its manufacturer.
- **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 ninety (90) days or the remainder of the Coverage Period stated on the Quote. 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.
- **End of Support Announcement.** Should Hologic determine that it will no longer support a Product, component, or provide a particular option or feature, Hologic shall provide Customer twelve (12) months written notice prior to ending such support. After such notice, Hologic may remove such affected Product, component, option or feature from coverage, with an appropriate adjustment of charges, with no further action by the Parties.
- **Service Reports.** Hologic will provide service reports for all Services performed onsite.
- **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 thirty (30) minutes.

Should a support team determine that onsite service is necessary, a Hologic Field Engineer will be dispatched. Unless otherwise stated on Exhibit A, Hologic uses best efforts to provide an onsite response within two (2) business days of Customer's call.

- **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 to 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 current rates, which can be provided to Customer upon request:

- services performed at Customer's request outside the hours in Exhibit A;
- 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);
- services required due to improper use or actual or attempted unauthorized third-party repair, modifications, software installations, or moves;
- services required due to electrical work or cabling external to the Product;
- services performed related to information technology, workflow design and analysis, or Customer's network infrastructure, such as internet protocol address configurations;
- services performed as a result of changes in laws, regulations or guidelines; and
- de-installation, reinstallation, or relocation services.

#### **5. Changes in Coverage**

- **Inspection.** If Customer would like to cover Equipment that has been without warranty or service contract coverage for more than thirty (30) days, serviced by anyone other than Hologic or its authorized representatives, or Customer is in Default for more than thirty (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. Customer may request from Hologic a list of current billable rates.
- **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 sixty (60) days' notice, the Parties will amend the Agreement to reflect such removal, subject to the termination fee set forth above in Section 1(a) (if applicable). Advance notice for removal is not required if Equipment is traded-in as part of a new purchase of Hologic equipment from Hologic, and the Title Transfer form conveying title in the traded-in Equipment shall serve as an amendment to the Service Agreement terminating coverage with respect to the transferred Equipment. In the event of any coverage adjustment, the cost on the Service Quote will be prospectively adjusted to reflect such change.

#### **6. Customer Responsibilities**

- **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.
- **Access.** If Customer does not provide access to Equipment for a scheduled visit, Customer will pay travel time and labor expenses at prevailing rates.
- **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.
- **Location.** The Equipment shall be located at the address set forth in the Service Quote and shall not be moved during the Coverage Period stated on the Quote without Hologic's prior written consent.
- **Use Restrictions.** Products are only intended for the uses listed in the applicable operator's manual or instruction for use and are subject to the Specifications and requirements set forth therein. Customer assumes all risks associated with non-listed uses of Products and/or use of Products which is inconsistent with the specifications and requirements applicable to such Products, and Customer hereby indemnifies and holds Hologic harmless from any claim associated with any such uses. Customer is not licensed to, and agrees not to: (i) resell any Product, unless otherwise authorized by Hologic in writing; (ii) transfer, or distribute any Product, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Hologic in writing; (iii) use or allow anyone to dilute any Product; or (iv) reverse engineer, disassemble, or conduct unauthorized analysis of any Product and/or its method of use.

#### **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 shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrections, fires, floods storm, explosions, acts 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 shall not be operative to 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. Hologic recognizes that Customer are subject to the California Public Records Act ("PRA"), Government Code §§7920.000, et seq. Hologic will work with Customer to provide necessary information (e.g., a copy of the Agreement with Hologic's Confidential Information redacted for Customer's response to a PRA request) to facilitate Customer's timely meeting Customer's legal obligations with respect to any legally required disclosure. If requested pursuant to a PRA request to disclose the redacted copy of the Agreement referenced in the immediately preceding sentence or any documents which contain Hologic's Confidential Information, Customer will give Hologic notice and a copy of such PRA request at least seven (7) days prior to the applicable statutory deadline to which Customer are required to produce records responsive to such request so that Hologic may review the requested records. Hologic may request Customer withhold, or redact those portions of, such records that Hologic asserts are confidential or exempt from disclosure as provided under California law. Prior to any required disclosure, Customer and Hologic will discuss how Customer are responding and Hologic may seek a protective order, and Customer will reasonably cooperate with Hologic's efforts to protect any Hologic Confidential Information against disclosure, provided that in no event will Customer be required to initiate legal action to avoid the disclosure. If a requestor seeks to obtain the redacted information through a court proceeding, Customer will promptly notify Hologic allowing Hologic reasonable time to oppose such request. If, after Hologic receives notice in accordance with the preceding sentence, Customer is required to disclose such information by court order, then Customer may disclose such information pursuant to the requirements of the statute and such binding court order (except if Hologic may seek a stay of such court order, then not until Hologic's time to seek such stay has expired or the stay is finally denied). In the event that Hologic does timely file with a court of law to seek a protective order, only following the final judgment in such action, or earlier with Hologic's written consent or if Hologic's time to obtain such protective order has expired, may Customer disclose such information as required by law. In any court proceeding to restrict disclosure of Hologic's Confidential Information pursuant to a PRA request, Hologic will not unreasonably withhold its consent if Customer seeks to excuse itself from such proceeding, provided such excusal does not limit Hologic's ability to seek, assert, or enforce a protective order. Hologic agrees to defend, indemnify, and hold Customer harmless from any costs (including attorneys' fees) and damages claimed to be owed to the requestor under the PRA that are directly and proximately caused by Customer not disclosing, at Hologic's request, any document or portion thereof, to the extent such costs and damages are incurred during the period of beginning when Customer refuse to disclose such document or portion thereof at Hologic's request until the time that Hologic directs Customer to release such document or portion thereof (or, if Hologic fails to do so, until such costs and damages otherwise cease to be incurred); provided, however, that (i) Customer promptly notify Hologic in writing of any PRA request or other attempt to compel production of such Hologic's Confidential Information, promptly provide Hologic with the information reasonably required for the defense of the same, and grant Hologic exclusive control over the defense and settlement of the claim, and (ii) Customer have not, without Hologic's express written consent or a valid court order (except if Hologic may seek a stay of such court order, then not until Hologic's time to seek such stay has expired or the stay is finally denied), disclosed to any third party such Hologic's Confidential Information that Hologic has requested not to be disclosed.

#### **12. Product Performance Data**

Operational and performance data that is stored, recorded, made available, processed, created, derived, generated and collected from the Hologic manufactured or licensed Products ("Performance Data") is exclusively owned by Hologic and Hologic has all right, title and interest in and to any and all Performance Data. Performance Data does not include patient health information.

#### **13. 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.

#### **14. Notices**

All notices provided for in this Agreement shall be in writing, addressed to the appropriate Party at the respective address set forth in the Service Quote or any then-current address of which it has received notice. Any notification required shall be deemed to have been provided either one (1) day after being given to an express overnight carrier with reliable delivery tracking; 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.

Hologic Sales and Service, LLC  
250 Campus Drive  
Marlborough, MA 01752  
Attn: Contracts Department  
Fax: 866-523-8691

With a copy to: Hologic Sales and Service, LLC  
250 Campus Drive  
Marlborough, MA 01752  
Attn: Legal Department  
Fax: 508-263-2959

### 15. 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.

### 16. 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.**

### 17. Independent Contractors

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

### 18. Insurance

- a. GENERAL REQUIREMENTS. Hologic shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained. Hologic shall furnish Client with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Hologic's coverage to include the contractual liability assumed by Hologic pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to Client of any pending change in the limits of liability or of any cancellation or material modification of the policy.
- b. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. Hologic shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Hologic certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.
- c. LIABILITY INSURANCE. Hologic shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability, cyber liability, and professional liability / errors & omissions insurance as shall protect Hologic and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage or data theft and/or data loss which may arise from Hologic's operations under this Agreement, whether such operations be by Hologic, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability	\$1,000,000
Cyber Liability	\$5,000,000
Professional Liability / Errors & Omissions	\$1,000,000

Client and its officers, agents, employees, and servants shall be included as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to Client and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the Client or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, Client, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement. Notwithstanding Section 8 (entitled "**Limitation of Liability**") above, neither Hologic nor its insurer may assert Section 8 to deny coverage, reduce, or limit payment of any insurance claim that would otherwise be available at the coverage amounts listed in subsection c., above, to make Client whole from any covered claim.

**19. Access to Books and Records**

Upon written request of the Secretary of Health and Human Services, the Comptroller General, or Customer, or any of their duly authorized representatives, Hologic shall make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If Hologic carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, Hologic agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the Social Security Act's requirements pertaining to "reasonable costs" set forth in 42 U.S.C. Section 1395x(v)(1)(I) and related regulations. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Customer, Hologic, or any Contractor's representative by virtue of this Agreement.

**20. Contract Dollar Amount**

In no event shall total payment for services under this Agreement exceed THREE HUNDRED SEVENTY THOUSAND DOLLARS, \$370,000 without an amendment adjusting coverage by the parties.

**21. Term**

The term of this Agreement shall be from August 1, 2023 through July 31, 2026.

**22. Exhibits And Attachments**


The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A - Service Type Coverage
- Exhibit B - Product Support Information
- Exhibit C - Equipment Performance Guarantee

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Hologic Sales and Service, LLC

 Keith Reed  
2024.03.22  
13:58:17 -04'00'

03/22/2024

Keith Reed; VP, BSH Sales

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)



COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board