

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-81

SAP Number

### Arrowhead Regional Medical Center

<b>Department Contract Representative</b>	Andrew Goldfrach
<b>Telephone Number</b>	(909) 580-6150
<b>Contractor</b>	Hologic Sales and Service, LLC
<b>Contractor Representative</b>	Kim Croce
<b>Telephone Number</b>	(978)493-9059
<b>Contract Term</b>	February 10, 2026 through February 9, 2031
<b>Original Contract Amount</b>	\$753,778.89
<b>Amendment Amount</b>	NA
<b>Total Contract Amount</b>	\$753,778.89
<b>Cost Center</b>	7630
<b>Grant Number (if applicable)</b>	NA

**Briefly describe the general nature of the contract:** Agreement with Hologic Sales and Service, LLC for preventive maintenance, repairs, and replacement parts for digital mammography equipment, in the amount of \$753,778.89, effective February 10, 2026 through February 9, 2031.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

Charles Phan, Supervising Deputy County Counsel

Date 1/27/2026

Reviewed for Contract Compliance

▶

Date

Reviewed/Approved by Department

Andrew Goldfrach, ARMC Chief Executive Officer

Date 1/27/29



**Service Quote**

Hologic Internal Use Only

Entered By:  
Date Entered:  
Agreement Number:  
Customer PC:

**Location:**  
SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL  
MEDICAL CENTER  
400 N PEPPER AVE  
COLTON, CA 92324 US  
**Account # 106312**

**Quote #:** Q-424638  
**Quote Date:** 1/23/2026  
**Quote Expiration Date:** 3/27/2026

**Hologic Rep:** Amar Dhanota  
**Contract Type:** Service Agreement Renewal

**ATTN:** Phone: Fax: Email:

Model	Serial Number	Service Type	Annual List Price	Annual Discount	Annual Net Price	Coverage Period	Coverage Period (In years)	Term Price	Notes
Dimensions 2D 8000	81005100269	PREFERRED PLAN	\$71,600.00	\$16,962.50	\$54,637.50	2/10/2026 to 2/9/2027	1.00	\$54,637.50	
Dimensions 2D 8000	81005100269	RENEW DIMENSIONS	\$19,300.00	\$9,149.36	\$10,150.64	2/10/2026 to 2/9/2027	1.00	\$10,150.64	
Dimensions 2D 8000	81005100269	IMAGECHECKER COVERAGE 1ST LIC	\$2,470.00	\$586.75	\$1,883.25	2/10/2026 to 2/9/2027	1.00	\$1,883.25	
SecurView DX-400	2980510B3221	PREFERRED PLAN 1PM	\$16,300.00	\$3,822.50	\$12,477.50	2/10/2026 to 2/9/2031	5.00	\$62,387.50	
SecurView DX-400	2980510B3221	RENEW MONITORS	\$68,500.00	\$6,700.00	\$7,000.00	2/10/2026 to 2/9/2031	5.00	\$35,000.00	
SecurView DX-400	2980510B3221	RENEW SECURVIEW	\$10,500.00	\$500.00	\$1,600.00	2/10/2026 to 2/9/2031	5.00	\$8,000.00	
Dimensions 3D 6000	SDM131500486	PREFERRED PLAN	\$66,600.00	\$15,760.00	\$50,840.00	2/10/2026 to 2/9/2031	5.00	\$254,200.00	
Dimensions 3D 6000	SDM131500486	RENEW DIMENSIONS	\$19,300.00	\$1,860.00	\$2,000.00	2/10/2026 to 2/9/2031	5.00	\$10,000.00	
Dimensions 3D 6000	SDM131500486	IMAGECHECKER COVERAGE 1ST LIC	\$2,470.00	\$586.75	\$1,883.25	2/10/2026 to 2/9/2031	5.00	\$9,416.25	
Dimensions 3D Performance System	SDM131901906	PREFERRED PLAN	\$64,100.00	\$15,120.00	\$48,980.00	2/10/2026 to 2/9/2031	5.00	\$244,900.00	

Model	Serial Number	Service Type	Annual List Price	Annual Discount	Annual Net Price	Coverage Period	Coverage Period (in years)	Term Price	Notes
Dimensions 3D Performance System	SDM131901906	RENEW DIMENSIONS	\$19,300.00	\$1,860.00	\$2,000.00	2/10/2026 to 2/9/2031	5.00	\$10,000.00	
Dimensions 3D Performance System	SDM131901906	IMAGECHECKER COVERAGE 1ST LIC	\$2,470.00	\$586.75	\$1,883.25	2/10/2026 to 2/9/2031	5.00	\$9,416.25	
Digital CAD with 1st License	C2070	PREFERRED PLAN 1PM	\$11,500.00	\$2,742.50	\$8,757.50	2/10/2026 to 2/9/2031	5.00	\$43,787.50	Need to upgrade to Dimensions Imagechecker

22.50% Discount:	(USD 231,338.25)
<b>Term Discount Total:</b>	<b>(USD 274,391.11)</b>
<b>Agreement Term Price Total:</b>	<b>USD 753,778.89</b>

The Agreement is effective upon signature by both parties ("Effective Date") and shall remain in effect for the Coverage Period identified above for each Equipment, unless earlier terminated pursuant to the terms of this Agreement. The terms contained in the B&SH Maintenance & Repair Service Terms, attached hereto as Attachment 1 ("Terms"), Attachment 2, Attachment 3, Service Quote, Exhibit A, Exhibit B (Terms, Service Quote, and Exhibits, collectively, the "Agreement") shall 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 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 or a Hologic invoice, are rejected and of no 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.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**CUSTOMER: SAN BERNARDINO COUNTY ON BEHALF OF ARROWHEAD REGIONAL MEDICAL CENTER**

**HOLOGIC SALES AND SERVICE, LLC**

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



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



**James Gable**  
2026.01.26  
10:51:20 -05'00'

Name: Dawn Rowe

Name: James Gable

Title: Chair, Board of Supervisors Date: **FEB 10 2026**

Title: Vice President, Global Services Date: 1/26/2026

**BILL TO ADDRESS:** \_\_\_\_\_

**Hologic Contact:** \_\_\_\_\_

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

Name: Amar Dhanota Phone: +16692246439

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

Email: amar.dhanota@hologic.com Fax: \_\_\_\_\_

Indicate Payment Frequency: \_\_\_\_\_  
(Annual, Monthly, Quarterly)

**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.



Quote #: Q-424538

## 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	<p>Preferred Plan (1) (2) (3) (4) (5) (6) (10)</p> <p>Services include:</p> <ul style="list-style-type: none"><li>• Telephone and remote diagnostic support twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.</li><li>• All replacement parts including glassware. Includes standard shipping and handling costs to ship such parts to Customer.</li><li>• Plastics coverage (replacement parts for all paddle plastics and face shields that are broken during the Coverage Period).</li><li>• Travel time and labor coverage for on-site assistance during Standard Hours.</li><li>• Same day on-site response for down Equipment 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.</li><li>• Two (2) Planned Maintenance ("PM") inspections per year of Coverage Period completed on-site during Standard Hours.</li><li>• All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours. Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software. Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades.</li><li>• 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.</li><li>• American College of Radiology ("ACR") compliance.</li><li>• Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C.</li></ul>

**Service Type**

RENEW DIMENSIONS

**Coverage Description**

RENEW Coverage

INCLUDES:

- One computer, keyboard, mouse and graphics card upgrade, **excluding** LCD display, anytime during the Coverage Period.
- Hardware installation must be requested by Customer prior to the conclusion of 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 the allotted time frame may result in additional fees.

ImageChecker License Coverage

IMAGECHECKER COVERAGE 1ST LIC

Coverage includes:

- Coverage for ImageChecker Software under the same Service Type as the applicable Equipment.
- All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours.
- Installation is included **ONLY** IF travel time and labor coverage is in place for the applicable Equipment and will be completed during Standard Hours. If travel time and labor coverage is not in place for the applicable Equipment, travel time and labor will be assessed at rates current one the date of install.
- Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software.
- Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades.

**Service Type**

PREFERRED PLAN 1PM

**Coverage Description**

Preferred Plan 1 PM (1) (2) (5) (6) (10)

## Services include:

- Telephone and remote diagnostic support twenty-four (24) hours/day, seven (7) days/week, exclusive of Hologic-observed holidays.
- Replacement parts. 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 for down Equipment 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 Extended Hours.
- All Software Updates and Software Upgrades commercially released during the Coverage Period for the Products/options purchased. Installation during Standard Hours. Excludes third-party Software updates and security patches, such as Microsoft Windows security updates and antivirus software. Excludes replacement parts and hardware necessitated by Software Updates and Software Upgrades.
- American College of Radiology ("ACR") compliance.
- Ninety-five percent (95%) uptime guarantee in accordance with Hologic's Equipment Performance Guarantee, attached hereto and incorporated herein as Exhibit C.

## RENEW MONITORS

## RENEW Coverage

## INCLUDES:

- One monitor upgrade to the latest version anytime during the Coverage Period.
- Hardware installation must be requested by Customer prior to the conclusion of 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 the allotted time frame may result in additional fees.

## Service Type

### RENEW SECURVIEW

## Coverage Description

### RENEW Coverage

#### INCLUDES:

- One computer, keyboard, mouse and graphics card upgrade, **excluding** LCD display, anytime during the Coverage Period.
- Hardware installation must be requested by Customer prior to the conclusion of 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 the allotted time frame may result in additional fees.

## SERVICE TYPE AND COVERAGE NOTES

- (1) Requires Customer to provide a network connection for Unifi™ 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 or uptime 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) Akruis Chair, 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 Fluoroscopic 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.

Quote #: Q-424638

(10) "Software Updates" are generally available software modifications that correct errors or address safety or quality issues, such as maintenance-only releases, and bug fixes. "Software Upgrades" are new releases of software that contain enhancements improving functionality or capabilities, which are made commercially available by Hologic. Hologic may, in its sole discretion, determine if a new release is a Software Update or a Software Upgrade. Service coverage for Software Updates and Software Upgrades is determined by the Service Type, or as required by applicable law. Unless otherwise indicated by the Service Type or required by applicable law, Customer must request installation of Software Updates and Software Upgrades during the Coverage Period for coverage.

**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 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.

- Precision 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/ID	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.

## ATTACHMENT 1

### Breast & Skeletal Health Maintenance & Repair Service Agreement Terms

**HOLOGIC®**

These Breast & Skeletal Health Maintenance & Repair Service Agreement Terms (“Terms”) between Hologic Sales and Service, LLC (“Hologic”) and 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, and Exhibit B are collectively defined as the “Agreement”.

#### 1. Termination and Removal

- a. **Termination Without Cause.** Either Party may terminate this Agreement, with or without cause, after providing the other with sixty (60) days’ prior written notice. If Customer terminates the Agreement early, Hologic shall review whether it performed any upgrades or major repairs above ten thousand dollars (\$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.
- b. **Termination for Cause.** Customer shall be in default under the Agreement upon: (a) failure by Customer to make any 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). 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 default by Customer, Hologic, at its sole option, may immediately cease providing Services under the Agreement until the 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.
- c. **Removal of Equipment.** In the event that Customer permanently ceases use of an Equipment under the Agreement, Customer may remove the Equipment from the Agreement upon thirty (30) days written notice to Hologic. In the event of such removal, Hologic shall cease billing Customer for Services relating to the removed Equipment as of the date of removal and credit Customer on a pro rata basis for any prepaid service for such Equipment as of the date of removal.

#### 2. Pricing and Payment

Service pricing and payment obligations 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, upon thirty (30) days notice (Notice Period”), suspend Services if Customer’s account is past due and Customer fails to make payment within the Notice Period. 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

- a. **Services.** Hologic or authorized distributor will provide the services listed on the Service Quote (“Services”). 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 and Software Upgrades.** “Software Updates” are generally available software modifications that correct errors or address safety or quality issues, such as maintenance-only releases, and bug fixes. “Software Upgrades” are new releases of software that contain enhancements improving functionality or capabilities, which are made commercially available by Hologic. Hologic may, in its sole discretion, determine if a new release is an Software Update or a Software Upgrade. Service coverage for Software Updates and Software Upgrades is determined by the Service Type, or as required by applicable law. Unless otherwise indicated by the Service Type or required by applicable law, Customer must request installation of Software Updates and Software Upgrades during the Coverage Period for coverage.

**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 Software Updates and if, at Hologic’s discretion, Hologic must perform on-site installation, Customer must allow Hologic access to the Equipment to install the Software 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 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. Replacement parts that provide enhancements or new functionality may be provided at an additional cost.
- 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 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.

- 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 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 for down Equipment within two (2) business days of Customer's call.
- h. **Remote Access.** For some Products, Hologic requires remote access to meet service response times and perform support services. Remote access is provided through Unifi™ 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 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, damage from vibration, 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 information technology, workflow design and analysis, or Customer's network infrastructure, such as internet protocol 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 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.
- 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 Customer provides Hologic with thirty (30) days' written notice, the Parties will amend the Agreement to reflect such removal as of the end of the notice period, subject to the termination fee set forth in Section 1(a). 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

- 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 reasonable access to Equipment for a Customer 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.
- d. **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.
- e. **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. 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 claims based on indemnification, gross negligence, violations of law, or bodily injury (including death) or damage to real or tangible personal property caused solely by the negligence or willful misconduct of Hologic or its authorized representatives, each party's liability for any damages is limited to the total Service Quote price in the Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, NEITHER PARTY SHALL BE LIABLE

TO THE OTHER PARTY FOR ANY CLAIMS BROUGHT BEYOND THE APPLICABLE STATUTE OF LIMITATIONS OR GOVERNMENT CLAIMS PERIOD.

#### **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 ("Force Majeure Event"). The foregoing provisions regarding force majeure shall not be operative to delay or excuse payment of any amount. In the event that a Party suffers a Force Majeure Event, such Party shall immediately provide written notice to the other Party of such event. Additionally, in the event that Hologic suffers a Force Majeure Event that is more than thirty (30) days, Customer may terminate this Agreement upon written notice to Hologic and Hologic shall provide a pro rata refund of the fees paid as of the date of termination.

#### **10. Assignment**

Neither Party may assign or subcontract any portion of its rights or obligations under the Agreement without prior written consent from the other Party, such consent shall not be unreasonably withheld. If Hologic assign or subcontract its rights, responsibilities, and/or obligations, Hologic shall be fully responsible for the acts and omissions of its subcontractors. In the event of assignment, any assignee shall assume 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 understands that Customer is a public entity and is bound by numerous sunshine laws, including, but not limited to the Ralph Brown Act and California Public Records Act and that it cannot and will not maintain the confidentiality of this Agreement and its terms in light of such laws.

#### **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, except that notices to Customer shall be made at the attention of the ARMC Chief Executive Officer. 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 three (3) Business Days after having been mailed postage prepaid by United States registered or certified mail. "Business Days" does not include weekends or any holidays observed by San Bernardino County.

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**

During the Coverage Period stated on the Quote, Hologic shall comply with the insurance requirements set forth on Attachment 2, the terms of which are incorporated herein by this reference.

#### **19. Debarment**

Hologic hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, Hologic represents and warrants that no proceedings or investigations are currently pending or to Hologic's knowledge threatened by any federal or state agency seeking to exclude Supplier from such programs or to sanction Supplier for any violation of any rule or regulation of such programs.

#### **20. Indemnification**

Hologic agrees to indemnify, defend and hold harmless the Customer and its authorized officers, employees, agents and volunteers from any and all third-party claims, actions, losses, damages and/or liability (collectively, "Claims") arising out of this Agreement based on or directly relating to (a) the negligence or willful misconduct of Hologic or its agents or authorized representatives; and (b) Hologic or any Hologic personnel's failure to comply with applicable laws. Hologic shall not be responsible for Claims to the extent that they result from the sole negligence or willful misconduct of Customer and its respective affiliates, directors, officers, employees, and agents. The obligation to provide indemnification under this Agreement shall be contingent upon; (i) the indemnified party providing prompt written notice for any claim which indemnification is sought; (ii) the indemnified party reasonably cooperating in the defense at the indemnifying party's cost; and (iii) any party liable to provide indemnification hereunder shall be entitled to control the defense and settlement of any claim on which it is required to provide indemnification, provided however that the indemnifying party agrees not to enter into any settlement or compromise of any claim or action in a manner that admits fault or imposes any restrictions or obligations on the indemnified party without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Customer's failure to provide or delay in providing written notice will relieve Hologic of its obligations only if and to the extent that such delay or failure materially prejudices Hologic's ability to defend the Claims.

#### **21. Governing Law/Venue**

This Agreement is governed by the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. Any action arising under this Agreement shall be venued in the state or federal courts of California as applicable.

#### **22. Attorneys' Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.

**23. Onsite Service Provider Requirements.** To the extent that Hologic or its subcontractors will be on Customer's premises to perform the services, Hologic shall comply with the onsite service provider requirements in Attachment 3, the terms of which are incorporated herein by this reference.

## ATTACHMENT 2

### INSURANCE REQUIREMENTS

Hologic agrees to provide insurance set forth in accordance with the requirements herein. If Hologic uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Hologic agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Hologic shall secure and maintain throughout the contract term the following types of insurance with limits as shown:
  - a. **Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Hologic and all risks to such persons under this contract. If Hologic has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
  - b. **Commercial/General Liability Insurance** – Hologic shall carry General Liability Insurance covering all operations performed by or on behalf of Hologic providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
    - i. Premises operations and mobile equipment.
    - ii. Broad form property damage (including completed operations).
    - iii. Explosion, collapse and underground hazards.
    - iv. Personal injury.
    - v. Contractual liability.
    - vi. \$2,000,000 general aggregate limit.
  - c. **Automobile Liability Insurance** – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Hologic is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If Hologic owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
  - d. **Umbrella Liability Insurance** – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
  - e. **Product and Professional (Errors and Omissions) Liability Insurance** – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits  
  
If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
2. **Additional Insured.** All policies, except for Worker's Compensation and Errors and Omissions policies shall contain additional endorsements naming Customer and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Customer to vicarious liability but shall allow coverage for Customer to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. **Waiver of Subrogation Rights.** Hologic shall require the carriers of required coverages to waive all rights of subrogation against Customer, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Hologic and Hologic's employees or agents from waiving the right of subrogation prior to a loss or claim. Hologic hereby waives all rights of subrogation against Customer.
4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.
5. **Severability of Interests.** Hologic agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Hologic and Customer or between Customer and any other insured or additional insured under the policy.
6. **Proof of Coverage.** Hologic shall furnish Certificates of Insurance to Arrowhead Regional Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Hologic shall maintain such insurance from the time Hologic commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Hologic shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Customer has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Hologic or Customer payments to Hologic will be reduced to pay for Customer purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by Customer. The Customer's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Department of Risk Management determines that heretofore unreasonably

priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Hologic agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Customer.

## ATTACHMENT 3

### A. Compliance with Customer Policy

While at any Customer facilities, Hologic personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the Customer; and (d) abide by all laws applicable to the Customer facilities and the provision of the services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, may be communicated orally or in writing to Hologic or Hologic personnel or may be made available to Hologic or Hologic personnel by conspicuous posting at a Customer facility, electronic posting, or other means generally used by Customer to disseminate such information to its employees or Contractors. Hologic shall be responsible for the promulgation and distribution of Customer Policies to Hologic personnel to the extent necessary and appropriate. Customer shall have the right to require Hologic's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this contract.

### B. Background Checks for Hologic Personnel

Hologic shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the Customer and not in violation of applicable law, Hologic shall conduct a background check, at Hologic's sole expense, on all its personnel providing Services. If requested by the Customer, Hologic shall provide the results of the background check of each individual to the Customer. Such background check shall be in the form generally used by Hologic in its initial hiring of employees or contracting for Contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Hologic personnel who do not meet the Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any contract personnel to any Customer facility.

### C. Drug and Alcohol Free Workplace

**C.1** In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this contract, Hologic agrees that Hologic and Hologic's employees, while performing service for the Customer, on Customer property, or while using Customer equipment:

- C.1.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.1.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.1.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Hologic or Hologic's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Hologic shall inform all employees that are performing service for the Customer on Customer property, or using Customer equipment, of the Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the Customer.

**C.2** The Customer may terminate for default or breach of this contract and any other contract Hologic has with the Customer, if Hologic or Hologic's employees are determined by the Customer not to be in compliance with above.

### D. Employment Discrimination

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 60-300.5(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. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to 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. Further, the parties will comply with Executive Order 13899, Combating Anti-Semitism, pursuant to Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq. Hologic shall timely disclose, in writing, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, Hologic has credible evidence that a principal, employee, agent, or subcontractor has committed a violation under Executive Order 13899, Combatting Anti-Semitism pursuant to the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d et seq.

### E. Environmental Requirements

- E.1** In accordance with Customer Policy 11-08, the Customer prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The Customer requires Hologic to use recycled paper for any printed or photocopied material created as a result of this contract. Hologic is also required to use both sides of paper sheets for reports submitted to the Customer whenever practicable.
- E.2** To assist the Customer in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Hologic must be able to annually report the Customer's environmentally preferable purchases. Hologic must also be able to report on environmentally preferable goods and materials used in the provision of their service to the Customer, utilizing a Customer approved form.

### F. Licenses, Permits and/or Certifications

Hologic shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. Hologic shall maintain these licenses, permits and/or certifications in effect for the duration of this contract. Hologic will notify Customer immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this contract.

### G. Air, Water Pollution Control, Safety and Health

Hologic shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.

### H. Subcontracting

- H.1** Hologic shall obtain Customer's written consent, which Customer may not unreasonably withhold or delay, before entering into contracts with or otherwise engaging any subcontractors who may supply any part of the Services to Customer. At Customer's request, Hologic shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the Customer, resumes of proposed subcontractor personnel. Hologic shall remain directly responsible to Customer for its subcontractors and shall indemnify Customer for the actions or omissions of its subcontractors. All approved subcontractors shall be subject to the provisions of this contract applicable to Hologic Personnel.

- H.2 For any subcontractor, Hologic shall:
  - H.2.1 Be responsible for subcontractor compliance with the contract and the subcontract terms and conditions; and
  - H.2.2 Ensure that the subcontractor follows Customer's reporting formats and procedures as specified by Customer.
  
- H.3 Upon expiration or termination of this contract for any reason, Customer will have the right to enter into direct Contracts with any of the Subcontractors. Hologic agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with Customer.

**i. Damage to Customer Property**

Hologic shall repair, or cause to be repaired, at its own cost, all damages to Customer vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Hologic or its employees or agents. Such repairs shall be made immediately after Hologic becomes aware of such damage, but in no event later than thirty (30) days after the occurrence. If Hologic fails to make timely repairs, the Customer may make any necessary repairs. Hologic, as determined by the Customer, shall repay all costs incurred by the Customer for such repairs, by cash payment upon demand, or Customer may deduct such costs from any amounts due to Hologic from the Customer, as determined at the Customer's sole discretion.