

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM



DEPARTMENT: Public Health
Purchasing & Strategic Sourcing

AGENDA DATE: February 3, 2026

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Dr. Veerinder Taneja, Director
Claudia A. Garcia, Director

DISTRICT(S) AFFECTED: All

REVISED

4:04 pm, Jan 28, 2026

PHONE NUMBER: (915) 212-6500
PHONE NUMBER: (915) 212-0043

SUBJECT:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0238 Hologic Testing Supplies to Hologic Sales and Services, LLC the sole source for the Panther instrument system supplies, firmware, and field service for a three (3) year term with an estimated amount of \$285,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will provide testing supplies and standard annual preventative maintenance for the Panther Integrated Nucleic Acid Testing System. The items in this request are necessary to carry out diagnostic testing for all divisions and programs within Public Health. This testing is conducted in compliance with the guidelines and regulations established by the Centers for Disease Control (CDC) and the Texas Department of State Health Sciences (DSHS).

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

SELECTION SUMMARY:

This is a non-competitive procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment.

CONTRACT VARIANCE:

The difference based in comparison to the previous contracts is as follows: An increase of \$66,202.00 which represents a 35.31% increase due to:

- Panther Standard Preventative Maintenance with an estimated annual amount of \$26,000.00, an increase of \$2,067.33 for a 3-year increase of 8.64%.
- Unit cost for all items remained the same, supplies will be ordered as needed. Budgeted amount increased by \$60,000.00 or 26.67%.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$285,000.00

Funding Source: General Fund

Account: 341-1000-41130-531120

341-1000-41130-532008

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

*******REQUIRED AUTHORIZATION*********DEPARTMENT HEAD:**

Veerinder Taneja
Dr. Veerinder Taneja, Director of Public Health


Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of February 3, 2026.

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0238 Hologic Testing Supplies to Hologic Sales and Service, LLC the sole source for the Panther instrument system supplies, firmware, and field service for a three (3) year term with an estimated amount of \$285,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will provide testing supplies and standard annual preventative maintenance for the Panther Integrated Nucleic Acid Testing System.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$66,202.00 which represents a 35.31% increase due to:

- Panther Standard Preventative Maintenance with an estimated annual amount of \$26,000.00, an increase of \$2,067.33 for a 3-year increase of 8.64%.
- Unit cost for all items remained the same, supplies will be ordered as needed. Budgeted amount increased by \$60,000.00 or 26.67%.

Department:	Public Health
Award to:	Hologic Sales and Service, LLC
City & State:	Marlborough, MA
Item(s):	ALL
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$95,000.00
Initial Term Estimated Award:	\$285,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$285,000.00
Account(s):	341-1000-41130-532008 341-1000-41130-531120
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 - (7) a procurement of items that are available from only one source – (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Public Health Departments recommend award as indicated to Hologic Sales and Service, LLC under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

December 10, 2025

To Whom It May Concern:

This letter is to verify that Hologic Sales and Service, LLC ("Hologic") is the sole source in the United States for the instrument systems, kits, and reagents listed in the tables below.

HOLOGIC INSTRUMENT SYSTEMS	
Product Number	Product
303095	Panther [®] System
PRD-06067	Panther Plus System

Assay Kits for Use on the Panther System – Product No. 303095 and Panther Plus System Product No. PRD-06067

HOLOGIC APTIMA ASSAY KITS	
Product Number	Product
PRD-05571	Aptima Combo 2 [®] Assay Kit – Panther System (250 test kit)
PRD-05576	Aptima Combo 2 Assay Kit – Panther System (100 test kit)
303585	Aptima [®] HPV Assay Kit – Panther System (250 test kit)
303570	Aptima HPV Assay Kit – Panther System (100 test kit)
303236	Aptima HPV 16 18/45 Genotype Assay Kit – Panther System (100 test kit)
303537	Aptima <i>Trichomonas vaginalis</i> Assay Kit – Panther System (250 test kit)
303536	Aptima <i>Trichomonas vaginalis</i> Assay Kit – Panther System (100 test kit)
PRD-04037-D	Aptima Zika Virus Assay Kit – Panther System (1000 test kit)*
PRD-03565	Aptima HIV-1 Quant DX Assay Kit – Panther System (100 test kit)
PRD-03705	Aptima HCV Quant DX Assay Kit – Panther System (100 test kit)
PRD-03568	Aptima HSV 1 & 2 Assay Kit – Panther System (100 test kit)
PRD-03868	Aptima HBV Quant Assay Kit – Panther System (100 test kit)
PRD-03919	Aptima Mycoplasma genitalium Assay Kit – Panther System (100 test kit)
PRD-05186	Aptima BV Assay Kit – Panther System (100 test kit)
PRD-07662	Aptima BV Assay Kit – Panther System (250 test kit)
PRD-05189	Aptima CV/TV Assay Kit – Panther System (100 test kit)
PRD-07665	Aptima CV/TV Assay Kit – Panther System (250 test kit)
PRD-06419	Aptima SARS-CoV-2 Assay Kit – Panther System (250 test kit)**
PRD-06815	Aptima SARS-CoV-2/Flu Assay Kit – Panther System (250 test kit)+
PRD-05074	Aptima CMV Assay Kit – Panther System (100 test kit)
PRD-07881	Aptima SARS-CoV-2 Assay Kit, IVD – Panther System (100 test Kit)

The Aptima assays have been validated for use with the Panther system. The firmware in the Panther system is necessary for running the Aptima assays and is unique to Hologic. Hologic is the sole source of this firmware.

Kits and Reagents Associated with the Assay Kits for Use on the Panther System – Product No. 303095 and Panther Plus System – Product No. PRD-06067

The following kits and reagents were developed and qualified to be used with the Aptima assays and may include proprietary technology. Hologic is the sole source of the listed kits and reagents, as well as any assay-specific panels, calibrators, and controls which are not included in the table below.

HOLOGIC KITS AND REAGENTS	
Product Number	Product
301040	Aptima Urine Specimen Collection Kit for Male and Female Urine Specimens
301041	Aptima Unisex Swab Specimen Collection Kit for Endocervical and Urethral Swab Specimens
PRD-03546	Aptima Multi-test Swab Specimen Collection Kit
105575	Aptima Urine Specimen Transport Tubes for Male and Female Urine Specimens
301154C	Aptima Specimen Transfer Kit
PRD-04339	Fusion Specimen Lysis Tube Bag
PRD-06997	Direct Load Tube
PRD-07403	RespDirect® Kit, IVD
303096	Panther System Run Kit
303014	Aptima Assay Fluids Kit
303013	Aptima Auto Detect Kit
104772-02	Multi-tube units (MTUs)
902731	Panther Waste Bag Kit
504405	Panther Waste Bin Cover
CL0040	Caps, TCR/SEL.(CL0038) DIAG.
CL0041	Caps, AMP/P.R.S.(CL0045)DIAG.
105668	Kit, Penetrable Caps
303085	Advanced Cleaning Solution
501604	Spare Caps, PP, 60mL, TCR APTIMA 2x50
501616	Spare Caps,30mL tube (501213)Diagnostics
PRD-03455	Panther Run Kit for Real Time Assays (for real time assays only)
MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML

Scalable Solutions

The following scalable solutions were developed and qualified to be used with the Panther system and may include proprietary technology. Hologic is the sole source of these solutions.

PANTHER SCALABLE SOLUTIONS	
Product Number	Product
PRD-05487	Panther Upgrade Continuous Fluid and Waste Module
PRD-05486	Panther Upgrade Continuous Fluid and Waste + Waste to Drain Module
PRD-05844	Panther Upgrade Continuous Fluid and Waste + MTU Expansion Module
PRD-05845	Panther Upgrade Continuous Fluid and Waste + Waste to Drain + MTU Expansion
ASY-13106	Panther Upgrade Waste to Drain Module
ASY-13105	Panther Upgrade MTU Expansion Module
PRD-06119	Panther Link
PRD-06120	Connectivity

Hologic does not sell through dealers or distributors in the U.S. All sales are made directly to end users. For additional patent information concerning the above products, please visit www.hologic.com/ip.

If you have any questions or require additional information, please call Hologic Customer Service at 1.800.442.9892.

Sincerely,



Douglas Donovan
VP, US Sales, Diagnostic Solutions

**The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima Zika Virus Assay on the Panther System for the in vitro qualitative detection of RNA from Zika virus in human serum and plasma specimens. This EUA will terminate when the Secretary of Health and Human Services' declaration terminates unless the FDA revokes the EUA sooner. The Customer acknowledges and agrees that the Aptima Zika Virus Assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima Zika Virus Assay product at any time.*

*** The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2 assay on the Panther System by authorized laboratories for the detection of nucleic acid from SARS-CoV-2 virus only and not for any other viruses or pathogens. The Aptima SARS CoV-2 assay is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner. The Aptima SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Aptima SARS CoV-2 assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2 assay product at any time.*

±The U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Aptima SARS CoV-2/Flu assay on the Panther and/or Panther Fusion System. This product has not been FDA cleared or approved, but has been authorized for emergency use by FDA under an EUA for use by authorized laboratories. This product has been authorized only for the detection of nucleic acid from SARS-CoV-2, Flu A, and/or Flu B, not for any other viruses or pathogens. The emergency use of this product is only authorized for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostics for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Federal, Food, Drug, and Cosmetic Act, 21 U.S.C. § 360bbb-3(b)(1), unless the declaration is terminated or authorization is revoked sooner. The Customer acknowledges and agrees that the Aptima SARS CoV-2/Flu assay product and pricing is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Aptima SARS CoV-2/Flu assay product at any time.



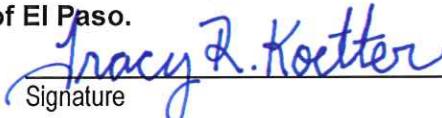
PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Tracy R. Koetter, Sr. Manager, Commercial Contracts, Dx. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Hologic Sales and Service, LLC
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Panther Instrument System and Aptima assays
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**



Tracy R. Koetter

Signature

SUBSCRIBED AND SWORN to before me on this _____ day of _____

NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

see attached

COMPANY NAME: Hologic Sales and Service, LLC

ADDRESS, CITY, STATE & ZIP CODE 250 Campus Drive, Marlborough, MA 01752

PHONE: (800) 442-9892 FAX NUMBER: _____

CONTACT NAME AND TITLE: Steve Veit, Hologic Account Executive

WEB ADDRESS: www.hologic.com EMAIL: DxContracts@hologic.com

FEDERAL TAX ID NUMBER: 54-2074352 TEXAS SALES TAX NUMBER: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Diego)

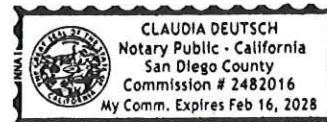
On 12/10/2025 before me, Claudie Deutsch, Notary Public
(insert name and title of the officer)

personally appeared Tracy R. Koetter,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Claudie Deutsch (Seal)



SERVICE AGREEMENT



Hologic Sales and Service, LLC
10210 Genetic Center Drive
San Diego, CA 92121

Tel: 800-442-9892
Fax: 800-409-7591
Attn: Service Contracts Diagnostic
Email:servicecontracts-diagnostic@hologic.com

CUSTOMER NUMBER# 157782

Location:
EL PASO DEPARTMENT OF PUBLIC HEALTH
9566 RAILROAD DR
EL PASO, TX 79924 US

CONTRACT# Q-462055

We are pleased to offer you the Services listed below, and described in further detail on Exhibit A ("the "Quote"), subject to the below Service Terms and Conditions. This quotation supersedes all previous quotations for these Services. This offer shall remain open for 30 days after the quotation date unless otherwise specified and is subject to change or withdrawal by Hologic prior to acceptance. To accept this offer, please sign and return this Service Agreement within the time period for acceptance.

ATTN: Steve Veit

QUOTATION DATE	QUOTE EXPIRATION DATE	FIELD SERVICE ENGINEER	BILLING FREQUENCY	CUSTOMER P.O.	START DATE
1/6/2026	4/6/2026				1/7/2026

Equipment/Product #	Serial #	Service Type	Party #	List Price / Year	Effective Dates	Duration	Total
902615	2090002186	PANTHER STANDARD	3554649	\$26,000.00	1/7/2026 to 1/6/2027	1.00	\$26,000.00
902615	2090002186	PANTHER STANDARD	3554649	\$26,000.00	1/7/2027 to 1/6/2028	1.00	\$26,000.00
902615	2090002186	PANTHER STANDARD	3554649	\$26,000.00	1/7/2028 to 1/6/2029	1.00	\$26,000.00

Discounts and Allowances:	Subtotal:	USD 78,000.00
		(USD 0.00)
	Total:	USD 78,000.00

Scope of Service: Hologic will provide repair service for the Equipment listed above (the "Equipment") upon the Service Terms and Conditions as outlined on the following pages.

Service Term: This Service Agreement covers the Equipment for the duration and period stated above.

Bill To: EL PASO DEPARTMENT OF PUBLIC HEALTH
200 N KANSAS ST
DEPT OF PUBLIC HEALTH
EL PASO, TX 79901 US

SERVICE TERMS AND CONDITIONS FOR CYTOLOGY AND MOLECULAR EQUIPMENT

1. General. Customer agrees to be bound by the following terms and conditions under which Hologic Sales and Service, LLC, ("Hologic") services the Equipment. This Service Agreement constitutes the entire contract between the parties regarding the Services and supersedes all prior written and oral agreements, purchase orders, acknowledgements, understandings and representations. Customer agrees that any terms and conditions for Hologic Services, whether on any purchase order or other Customer document issued in connection herewith, which are in addition to or inconsistent with this Service Agreement will not be deemed to affect or modify this Service Agreement.

2. Service. Hologic will provide to Customer the service option selected by Customer (the "Services") detailed on the first page ("Quote") and described in detail on Exhibit A, attached hereto and incorporated herein by reference, for the Equipment (as identified on the quote), under the terms and conditions of this Service Agreement. Any additional services not specifically covered under this Agreement shall be at Hologic's option and shall be paid for by Customer at Hologic's then current hourly rate for service and its then current rate for parts. As of the effective date of this Service Agreement (the "Start Date"), the Customer warrants that the Equipment shall be in good working condition with all specified routine maintenance performed in conformity with the specifications in the applicable operator's manual and applicable package inserts. Customer further warrants that it shall not use consumables on Equipment that are not approved by Hologic. Only Hologic approved consumables may be used on the Thin Prep and Aptima Systems. The use of non-Hologic approved consumables or products may void all warranties provided by Hologic for Equipment whether under this Service Agreement or another agreement and may void any service contracts and/or technical support. Hologic reserves the right to inspect Equipment prior to the Start Date and may require the Equipment to be returned to proper operating condition, at the customer's expense, before accepting it for service under this Agreement. Customer agrees to make the Equipment available to Hologic at mutually acceptable prearranged times in order for Hologic to perform routine service. Routine service does not include the following: (1) service or parts which are needed as a result of Customer's negligence, misuse, theft, environmental factors, unauthorized modifications or accessory items not meeting Hologic's specifications, or any other cause beyond Hologic's control, including floods, fires, acts of God or any other contingencies or acts not within the sole control of Hologic; (2) replacement of Product supplies, including but not limited to waste bottles, filter caps, o-rings, tubing and other consumables and (3) reconditioning or refurbishment of instruments covered by this Agreement.

3. Payment/Price. Customer agrees to pay Hologic the fee as stated in this Service Agreement, the cost of all parts specified wherein and any applicable taxes, upon receipt of the invoice payable net 30 days. Prices for parts are FOB Origin. Customer is responsible for all shipping charges for parts that fall outside of normal operation. Hologic reserves the right to charge interest on all amounts not paid by the date due, at the maximum rate permitted by law. Payment of disputed amounts is not binding as a resolution of disputed issues, absent written authorization from Hologic's General Counsel. Customer shall make all payments due under this Agreement via check or Automated Clearing House (ACH) payments. Any other form of payment, including payment by individual credit cards, will be subject to approval and may result in administrative fees or surcharges. Hologic may suspend Services pending payment of any overdue fees (collectively fees and other charges set forth on the Quote) or taxes (which include federal, state or local sales, use, property, excise, service, or similar taxes).

4. Limited Warranty, Limitation of Liability and Indemnification. All service provided hereunder shall be performed in a professional manner, in accordance with general industry standards. As of this Agreement date, the Customer warrants that the Equipment shall be in good working condition with all specified routine maintenance performed in conformity with the specifications in the applicable operator's manual. Hologic reserves the right to inspect any Equipment prior to the date of this Agreement and may require such Equipment to be returned to proper operating condition, at Customer's expense, before accepting it for service under this Agreement. Hologic's sole obligation under this warranty is to repair or replace, at its sole discretion, any part that is deemed defective within the thirty-day period. Replacement parts furnished hereunder are warranted to be free from defects in material and workmanship from the date of installation for a period of thirty (30) days. Replacement parts which are repaired are warranted from the date of installation for the remainder of the original warranty term. This warranty shall not apply to defects resulting from misuse, negligence or accident, including, without limitation: operation outside of the environmental specifications for the Product; use of unauthorized supplies; performance of improper or inadequate maintenance by Customer or any third party; installation of software not supplied by Hologic; improper use or connection to incompatible equipment; making of modifications to the Product not authorized by Hologic; and external causes such as, but not limited to, power failure. THE FOREGOING PROVISIONS SET FORTH HOLOGIC'S SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES AND OBLIGATIONS WITH RESPECT TO THE SERVICE OF THE PRODUCT(S) AND THE PARTS PROVIDED, AND HOLOGIC MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. HOLOGIC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW, EQUITY OR FROM A COURSE OF DEALING OR USAGE OF TRADE. HOLOGIC'S LIABILITY ARISING OUT OF THE SERVICE PERFORMED UNDER THIS AGREEMENT AND THE REPLACEMENT PARTS FURNISHED HEREUNDER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT RECEIVED BY HOLOGIC FROM CUSTOMER FOR THE PARTS OR SERVICE THAT CAUSED THE DAMAGE OR IS THE SUBJECT MATTER OF, OR DIRECTLY RELATED TO THE CAUSE OF ACTION. IN NO EVENT SHALL HOLOGIC BE LIABLE FOR LOST PROFITS, RELIANCE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES AND THIS CLAUSE SHALL CONSTITUTE A COMPLETE DEFENSE TO SUCH CLAIMS. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY ENTITY WHO HAS LESS THAN FIFTY (50) PERCENT OWNERSHIP IN THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. Hologic shall indemnify Customer for any negligent or willful misconduct of Hologic's employees or authorized agents when present at Customer premises that results in personal injury or damage to real or personal tangible property. Customer shall provide Hologic with notice of the intention to seek indemnification under this paragraph 4 as soon as reasonably possible after Customer receives notice of a claim or other liability that is the basis for the indemnity.

5. Termination. Either party shall have the right to terminate this Agreement in the event that the other party shall default on or materially breach any provision hereof. Hologic may immediately terminate this Agreement if Customer uses any off-label consumables. In the event such termination is based on Customer's breach, any prepaid Fees will be refunded as follows: the amount remaining after deduction from such prepayment the greater of (a) the prepayment multiplied by the percentage of elapsed time under the Agreement, or (b) the amount Customer would have been charged for Parts or Service in the absence of this Agreement, at the prices in effect at the time of breach. If termination is based on Hologic's breach, the amount refunded shall be the lesser of the sums set forth in item (a) or (b) above. Hologic may terminate this Agreement if Customer fails to properly care for the Equipment in accordance with published specifications and/or operator's manual. Sections 2, 3, 4, 5, 6, 8, and 10 of this Agreement will survive expiration or termination.

6. Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of laws principles. The language of this Agreement is English. The United Nations Convention on Contracts for the International Sale of Goods (1980) will not apply to this Agreement.

7. Choice of Law and Enforcement. If any of these provisions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Any disputes arising in connection with the purchase of Products or Services will be governed by and construed in accordance with the internal laws of the Commonwealth of Texas, and the parties acknowledge that the courts within the Commonwealth of Texas shall have jurisdiction.

8. Delays in Performance. Hologic shall not be liable for failure or delay in providing service or in the shipment of parts by reason of shortage of materials, labor difficulties, floods, fires, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of Hologic.

9. Independent Contractor. Hologic will perform the Services as an independent contractor, and nothing contained in this Agreement creates or implies a joint venture, partnership, principal-agent or employment relationship between the parties. Neither party will take any action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other party and will have no power or authority to bind the other party to assume or create any obligation or responsibility express or implied on the other party's behalf.

10. Miscellaneous

10.1 Force Majeure. Hologic will not be liable for any loss, damage, delay, or penalty due to causes beyond its sole and reasonable control.

10.2 Customer Obligation. Prior to any shipment of repair parts or visit by Hologic service representative, Customer must perform all pertinent diagnostic programs, tests, simple/basic troubleshooting and provide an accurate description of failure/error.

10.3 Replaced or Removed Parts. All parts replaced or removed under this Agreement are the property of Hologic.

10.4 Assignment. Customer may not assign this Agreement for Service without the prior written consent of Hologic. Subject to the foregoing, the rights and obligations hereunder shall be binding upon the successors and assigns of both Hologic and Customer. Hologic's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any rights hereunder.

10.5 Amendments. This Agreement may be modified only by written amendment referring to this Agreement and signed by persons authorized to sign on behalf of the parties. If any of these contractual provisions are held invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired.

10.6 Complete Agreement. This Service Agreement, including Exhibit A and the Quote are the complete and exclusive statements of the agreement between the parties regarding the subject matter hereof.

10.7 Modifications. This Agreement may be modified only by a written instrument duly executed by an authorized representative of Hologic and Customer. Notwithstanding the foregoing, Hologic may, without Customer consent, revise the on-demand Service rates (as defined in Exhibit A, if applicable), and modify the Services as it deems reasonably necessary in the operation of its business (provided such modification shall not, without Customer's consent, materially diminish the scope of the Services provided hereunder). Any additional terms and conditions accompanying a Customer purchase order or other documentation must be agreed upon in writing by Hologic in order to be valid.

10.8 No Waiver. The failure of a party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right of such party to enforce such provision or any other provision.

10.9 Notice. Any notification required shall be deemed to have been given either one (1) day after being given to an express overnight carrier with a reliable means for tracking delivery; 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.

Exhibit A
Service Type Coverage

Service Type	Coverage Description
PANTHER STANDARD	<p>Panther/Tigris/Tomcat Standard Terms:</p> <p>Equipment Service:</p> <p>Services Included: The services included under the Standard Service option are the following:</p> <ul style="list-style-type: none"> • Labor, travel expenses, and any necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), during normal working hours Monday through Friday, 8:30 a.m. - 5:30 p.m. local time (excluding Hologic holidays). • Preventative maintenance by Hologic service technician according to operator's or user's manual during normal working hours Monday through Friday, 8:30 a.m. - 5:30 p.m. local time (excluding Hologic holidays). • Equipment repair for reasons other than those listed below under "Services Excluded". • Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 a.m. to 5:00 p.m. Pacific Standard Time (excluding Hologic holidays). • Telephone number for Technical Support: 888-484-4747 • Factory authorized updates or modifications, including parts. <p>Services Excluded: The services excluded under the Standard Service option are the following:</p> <ul style="list-style-type: none"> • Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, or acts of God, fire, flood, earthquake, or other natural causes. • Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance. • Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items. • Relocation of Equipment. <p>Note: Labor, travel, and material charges for all of the excluded services will be billed at rates prevailing at the time of service.</p>

Accepted and agreed to this _____ day of _____, 20____;

Customer (by its authorized representative)		Hologic Sales and Service, LLC (by its authorized representative)	
		Pierre Malboeuf	VP, Field Service Americas
Name	Title	Name	Title
Signature	Date	Signature	Date

*Hologic's signature is contingent upon Customer signing this Agreement and returning to Hologic within thirty (30) days from Hologic's signature date.



Supply Program Attachment

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
EL PASO DEPARTMENT OF PUBLIC HEALTH	157782	
Contact Name	Contact Phone Number	Contact Email
Paula Salas	915-212-0043	salasp@elpasotexas.gov
Bill To Address	Ship To Address	Hologic Representative
5115 EL PASO DR EL PASO, TX 79905	9566 RAILROAD DR EL PASO, TX 79924	Steve Veit +14802430920 steve.veit@hologic.com
Term of Agreement: 36 Months		

This Supply Program Attachment ("Attachment") by and between Hologic Sales and Service, LLC ("Hologic"), and Customer (as defined above) (collectively, the "Parties") is effective as of the date of full execution by the Parties (the "Effective Date") and is executed in connection with that certain Sale Agreement dated _____ between Customer and Hologic ("Sale Agreement") (this Attachment and the Sale Agreement are collectively referred to herein as the "Agreement"). To the extent not modified by this Attachment, the terms and conditions of the Sale Agreement are incorporated herein in full as if fully stated herein. Any capitalized terms contained in the Sale Agreement and not defined herein shall take the meaning as defined in the Sale Agreement.

General Terms:

- Term.** The term of this Attachment shall begin on the Effective Date and terminate upon completion of the "Term of Agreement" period designated above ("Term").
- Modifications.** The Sale Agreement shall continue in full force and effect in accordance with its terms as stated therein, but, to the extent expressly modified by this Attachment, the provisions of this Attachment shall supersede those of the Sale Agreement with respect to this Attachment only.
- Order Management.** Customer shall place all orders concerning this Attachment directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752. **Orders may be placed by: Phone at 800-442-9892, Fax at 800-409-7591 or at CustomerSupport@hologic.com.**
- Tips.** Specific TECAN and BioRear tips are the preferred tips that Hologic has validated for use on the Panther system. Hologic does not support the use of non-TECAN or non-BioRear tips on the Panther pursuant to the terms of the warranty for the equipment. Please contact your local Hologic Account Executive for more details on BioRear tips. TECAN tips (Catalog No. 30180117) can be ordered directly from TECAN U.S. at 800-352-5128.
- Purchase Commitment.** The Customer agrees to pay to Hologic the total price per kit as indicated during the Term. Customer agrees to purchase enough kits or boxes (as applicable) to run the number of tests listed under the annual commitment period ("Purchase Commitment"), each year for the duration of the Agreement. The Parties agree that the Purchase Commitment represents the minimum quantity to be purchased by Customer on an annual basis. All purchases made in a given annual period shall apply to the purchase commitment for that annual period only and shall not be applied to any future Contract Year. Each twelve (12) month period beginning on the Effective Date is a "Contract Year." If Customer does not order and pay for the quantity listed for each Product ("Estimated Yearly Quantity") within any twelve (12) month period ("Minimum Purchase Obligation"), then Hologic may require Customer to pay, at the end of the twelve (12) month period, the difference between the Minimum Purchase Obligation and the amount actually paid by Customer during that period for the Product ("Minimum Purchase Obligation Payment"). Customer must make this Minimum Purchase Obligation Payment within thirty (30) days of the date of Hologic's invoice. Also, Hologic may increase pricing by up to 5% for the rest of the Term for any Product for which Customer does not meet the Minimum Purchase Obligation. Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.

**Aptima Combo 2 (CT/NG) Assay -
Panther**

- Commitment Period: Annually
- Number of Committed Tests: 5,800
- Price Per Test: \$7.00

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-05571	APTIMA COMBO 2, 250-TEST, PANTHER - UPDATED	250	\$1,750.00
PRD-05576	APTIMA COMBO 2, 100-TEST, PANTHER - UPDATED	100	\$700.00

**Aptima SARS-CoV-2 Assay (IVD) -
Panther**

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
PRD-07881	SARS-COV-2 ASSAY, APTIMA, 100-TEST, IVD	100	\$2,800.00

Collection Devices

- Commitment Period: Annually
- Number of Committed Tests: 5,800
- Price Per Test: \$1.25

Product Number	Description	Quantity of Tests per Kit/Box	Price per Kit/Box
105575	APTIMA URINE COLLECTION TUBES	100	\$120.00
301040	KIT,APTIMA CMB2URINE SPEC COLL	50	\$62.50
301041	KIT, UNISEX SPEC COLL, APTIMA	50	\$62.50
301154C	KIT, APTIMA LPT-IVD SALES BOM	100	\$120.00
PRD-03546	BOX OF SPECIMEN COLLECTION KITS, MULTITEST SWAB (IVD)(50 PK)	50	\$62.50

Non-Committed

Product Number	Description	Price per Kit/Box
301110	APTIMA CNTRLS KIT (1 TRAY) IVD	\$0.00
PRD-07882	SARS-COV-2 ASSAY CONTROLS, APTIMA, IVD	\$230.00
MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML	\$40.00
303096	RUN KIT, PANTHER	\$0.00
303014	ASSAY FLUIDS KIT, APTIMA, AS	\$0.00
303013	AUTO DETECT KIT, APTIMA, AS	\$0.00
104772-02	MULTI-TUBE UNIT (MTU) KIT ASSY	\$0.00
902731	WASTE BAG, KIT, PANTHER	\$0.00
504405	PANTHER WASTE BIN COVER Part	\$0.00
CL0040	SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS	\$0.00
CL0041	SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS	\$0.00
105668	APTIMA PENETRABLE CAPS	\$100.00
303085	ADVANCED CLEANING SOLUTION	\$0.00
501604	SPARE CAPS, PP, 60ML, TCR APTIMA 2X50	\$0.00
501616	SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS	\$0.00
PRD-04339	SPECIMEN LYSIS, FUSION, CE IVD	\$125.00
PRD-04423	SPECIMEN TRANSPORT MEDIUM	\$100.00

Additional Terms:

a) **Termination of Prior Agreement.** The Parties acknowledge and agree that the 2023-0520 Hologic Testing Supplies between Customer and Hologic dated June 20, 2023 ("Prior Agreement") shall be terminated on the Effective Date of this Attachment.

Accepted and agreed to:

Customer (by its authorized representative)	Hologic Sales and Service, LLC (by its authorized representative)		
Name	Title	Signature	
Signature	Date	Signature	Date
		 ^{cd}	*

The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before April 3, 2026 ("Offer Expiration Date"), or accepted by Hologic as indicated by Hologic's signature above.

PLEASE EMAIL COMPLETED AND SIGNED AGREEMENT TO DiagContractData@hologic.com

*Hologic's signature is contingent upon Customer signing this Agreement and returning to Hologic within thirty (30) days from Hologic's signature date.

Hologic Sales Terms and Conditions

These Hologic Sales Terms and Conditions ("Sale Agreement") apply to the sale or use of Hologic equipment ("Equipment") and Hologic supplies ("Supplies") (Equipment, Supplies, and any included Software, as defined in Section 14, collectively referred to as "Product" or "Products") between Hologic Sales and Service, LLC ("Hologic"), and EL PASO DEPARTMENT OF PUBLIC HEALTH "(Customer)". Hologic and Customer may hereinafter be referred to individually as a "Party" and collectively as the "Parties." The Parties, intending to be legally bound, agree as follows:

1. Agreement. These Terms, together with the applicable Hologic quote(s) or other attachments or other purchasing program documents executed by the Parties, constitute the entire agreement between the Parties (the "Agreement") with respect to the Products. This Agreement supersedes all other quotations, agreements, understandings, warranties and representations (whether written or oral) between the Parties with respect to the subject matter set forth in this Agreement. Any Customer documentation (including Customer's purchase order terms and conditions) that conflicts with or attempts to modify this Agreement in any way is hereby rejected and of no effect unless specifically agreed to in writing and signed by the Parties. Customer acknowledges that there are no warranties or representations which have been made by Hologic or any of its agents other than those expressly contained herein. If any action in law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party is entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the Party may be entitled. No provision of this Agreement shall be waived, amended, modified, superseded, canceled, terminated, renewed, or extended except in a written document signed by both Parties or signed by the Party against whom the modification is sought to be enforced. Headings and captions in this Agreement are for convenience only, and in no way affect its interpretation.

2. Prices. Prices, fees and charges for Products and services (including maintenance during the Warranty Period, installation, and applications training, as applicable, "Service(s)") are payable in United States (U.S.) Dollars only, and do not include any applicable taxes or shipping charges. If Customer claims any tax exemption, it must furnish a valid tax exemption certificate to Hologic before shipment of Products. Unless price protection is explicitly agreed to by Hologic in writing, Hologic reserves the right to increase prices on thirty (30) days written notice to Customer.

3. Payment. Customer shall pay invoices net thirty (30) days from the invoice date. Hologic may charge monthly interest at the maximum rate permitted by law on all amounts not paid by the invoice due date until all such amounts are paid in full. Hologic retains a purchase money security interest in all Equipment sold to Customer to secure payment of the total purchase price thereof; Customer hereby grants Hologic the right to file a copy of this Agreement, with any appropriate authorities, to evidence its security interest; and Customer shall execute and deliver documents as Hologic requests. Hologic is not obligated to deliver any Product or perform any Service when Customer's payment is past due.

4. Product Shipment and Risk of Loss. All Products shall be shipped F.O.B. Origin, regardless of any provisions for payment of freight, insurance, the form of shipping documents, or selection of carrier by Hologic. F.O.B. Origin means title and risk of loss to the Products passes to the Customer at the shipping dock of Hologic or Hologic's supplier or authorized agent. Customer is responsible for shipping charges. Hologic is responsible for the cost of insurance paid to cover any losses from Hologic's shipment point to Customer's receipt. Hologic shall assist Customer in processing any loss claims and Customer shall be paid directly by Hologic's insurer.

5. Delivery. Hologic shall use good faith efforts to ship Products on the dates and in the quantities listed in Customer's purchase orders but all delivery dates are estimates and not binding on Hologic. Hologic may make shipments of Product(s) as available and each shipment shall be separately invoiced. All Products shall be adequately packed for shipment in Hologic-standard containers, marked for shipment to the address listed in this Agreement. Orders received from Customer are not binding on Hologic until accepted by Hologic.

6. Installation and Acceptance. Product orders are subject to written acceptance by Hologic, receipt of specified deposits, as applicable, and continuing credit approval. Orders may be canceled by written notice to Hologic prior to shipment. If applicable, Hologic shall install all Equipment that requires installation at the agreed upon location. Installation of Medical Equipment is complete, and acceptance occurs upon Hologic's demonstration that the Medical Equipment meets Hologic's then-current specifications ("Installation"). Installation is subject to Customer cooperating in preparing and maintaining the site in compliance with Hologic specifications, including, but not limited to, applicable regulations including all electrical and other connections and all environmental conditions. If Customer fails to accept shipment of Products ordered by Customer or contemplated by the Agreement, Customer shall be responsible for Hologic's reasonable insurance, handling, and storage charges. If Hologic decides not to store Customer ordered Products refused by Customer, it is hereby authorized to arrange shipment and storage in a bonded warehouse at Customer's sole risk and expense.

7. Delay of Performance. The Parties' obligations herein are subject to force majeure, including, but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of suppliers or contractors, or government priority systems, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of Hologic. Hologic reserves the right during any shortage period to (a) make Products available to Customer as it sees fit without any Hologic liability to Customer; and (b) make substitutions and modifications in the specification of any Products, provided such substitutions or modifications do not materially affect the performance of Products.

8. Warranties. Except as otherwise expressly stated in this Agreement: (i) Equipment manufactured by Hologic is warranted to the original Customer to perform substantially in accordance with published product specifications for one (1) year starting from the date of shipment, or if Installation is required, from the date of Installation ("Warranty Period"); (ii)

replacement parts and remanufactured items are warranted for the remainder of the Warranty Period or ninety (90) days from shipment, whichever is longer; (iii) consumable Supplies are warranted to conform to published specifications for a period ending on the expiration date shown on their respective packages; (iv) licensed Software is warranted to operate in accordance with published specifications; (v) Services are warranted to be supplied in a workman-like manner; (vi) non-Hologic manufactured Equipment is warranted through its manufacturer and such manufacturer's warranties shall extend to Hologic's customers, to the extent permitted by the manufacturer of such non-Hologic manufactured Equipment. Hologic does not warrant that use of Products shall be uninterrupted or error-free, or that Products shall operate with third-party products not authorized or validated by Hologic. For Hologic's cart-based ultrasound medical imaging Products, Customer shall provide Hologic with full and free access to the Products, including but not limited to establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Hologic, network cabling, and communication equipment as is reasonably necessary for Hologic to provide warranty service, including remote diagnostics, monitoring and repair services.

9. Warranty Claims and Remedies. In the event of any warranty claim, Hologic shall replace with new or remanufactured items any Medical Equipment, part, component, or consumable supply that is in breach of warranty, and shall use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation in substantial conformity with functional specifications. Alternatively, Hologic may elect to repay or credit to Customer an amount equal to the purchase price of the defective Medical Equipment, component, Software, consumable supply, or Service. Items replaced shall become Hologic property. All claims shall be initiated by contacting Hologic within the applicable Warranty Period and thirty (30) days after discovery of the breach or non-conformity. Hologic must be given reasonable access and an opportunity to inspect all associated materials. If Customer has not notified Hologic within one (1) year after the claim arises, Customer shall be barred from instituting any legal action against Hologic thereafter. These remedies shall comprise Hologic's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity. HOLOGIC'S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT HOLOGIC'S OPTION AND IN THE FORM ORIGINALLY SHIPPED) OF PRODUCT OR CORRECTION OF SERVICE SUBJECT TO ANY CLAIM, OR, AT HOLOGIC'S ELECTION, REPAYMENT OF, OR CREDITING CUSTOMER WITH, AN AMOUNT EQUAL TO THE HOLOGIC PRICE, FEE OR CHARGE THEREFOR. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY ENTITY WHO IS NOT AN AFFILIATE OF CUSTOMER. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. These warranties do not apply to any item that is: (a) repaired, moved, or altered other than by Hologic authorized service personnel; (b) subjected to physical (including thermal or electrical) abuse, stress, or misuse; (c) stored, maintained, or operated in any manner inconsistent with applicable Hologic specifications or instructions, including Customer's refusal to allow Hologic recommended Software upgrades; or (d) designated as supplied subject to a non-Hologic warranty or on a pre-release or "as-is" basis.

10. LIMIT OF LIABILITY. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, HOLOGIC IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE OR USE OF PRODUCT ORDERED OR FURNISHED PURSUANT TO THIS AGREEMENT, OR FROM ANY CAUSE RELATING THERETO UNLESS EXPRESSLY AGREED TO BY THE PARTIES IN WRITING. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, HOLOGIC IS NOT LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE OR CHARGE THEREFOR RECEIVED BY HOLOGIC.

11. Insurance. During the term of this Agreement, Hologic shall maintain in effect the following insurance with respect to Customer's location (i) worker's compensation insurance covering any and all of its employees, agents or representatives who provide services to Customer, in amounts and coverage complying with the requirements of the applicable state; (ii) general liability insurance covering the acts or omissions of Hologic and its employees, agents or representatives, and any and all Equipment and other personal property of Hologic; and (iii) product liability insurance. At Customer's request, Hologic shall provide a certificate of insurance to Customer.

12. Governmental Authorizations. Customer is responsible for compliance and costs associated with all required licenses, permits, or other governmental authorizations, including, but not limited to, any license or certification needed for Customer to use the Product, and any export or import license, exchange permit, or the like ("Licenses"), even if applied for by Hologic on Customer's behalf. If any authorization is delayed, denied, revoked, restricted, or not renewed, Hologic is not liable, and Customer is not relieved of its obligations. Customer represents and agrees that it shall handle all Product and

technical data related to the Licenses so that it conforms to all applicable U.S. laws and regulations, including U.S. export licensing laws and the U.S. Foreign Corrupt Practices Act. Customer shall not trans-ship, divert, re-export or otherwise dispose of any U.S. origin goods or technology obtained from Hologic except as U.S. laws and regulations expressly permit.

13. Intellectual Property Indemnity. Hologic shall defend, indemnify, and hold harmless Customer against any third-party claim that Customer's use of Products infringes a valid U.S. patent, copyright, or trademark, provided that: (a) Products are used as approved by Hologic and have not been altered other than by Hologic or its authorized service personnel; (b) Customer promptly notifies Hologic of such claim; (c) Hologic has sole control of the defense, settlement, or compromise thereof and Customer is solely responsible for attorneys' fees and costs it incurs independently of Hologic's representation; and (d) Customer cooperates with Hologic and furnishes all aid, information, and assistance necessary or useful to defend such claim. If a final injunction is obtained against the Customer's use of any Product, or if in the opinion of Hologic the Product is likely to become the subject of a successful claim, Hologic may, at its option and in its sole discretion: (i) obtain for Customer the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) if neither (i) or (ii) are reasonably available, accept return of such Products held by Customer, grant a credit therefor as depreciated on a five (5) year straight-line basis, and terminate this Agreement without any further obligation or liability. The remedy selected by Hologic is Customer's exclusive remedy for any damage, cost, or expense resulting from any court order or settlement enjoining Customer's use of the Product.

14. Software License. The term "Software" includes all Hologic and third-party computer software, firmware, and associated documentation, whether in printed or machine-readable form, supplied by reason of this Agreement or for use in connection with Equipment or Services. Software includes both Operating Software, which includes Software necessary for operation of the Equipment, and Add-On Software, which includes add-on products that Hologic sells separately from the Equipment. To the extent the Product includes Software, Customer is granted a non-exclusive, non-transferable, royalty-free license to use Software solely on the Equipment on which it is first installed or as designated in this Agreement, in connection with the Equipment in the normal course of Customer's business, and for no other purpose or business. No license is provided under this Agreement to use Software for multi-site quality control or data review purposes or for source code of any type. Software, at all times, remains the sole property of Hologic. Software is agreed to contain, and shall be treated as, confidential information. Customer shall maintain all copyright, proprietary, and other notices on the Software, and shall not de-compile, disassemble, create derivative works thereof, or reverse engineer the Software. The Parties agree that all information needed for interoperability is available from Hologic in accordance with applicable government directives. From time to time, Hologic may develop new versions or updates for Software. Customer shall allow Hologic access to the Equipment to implement any new versions or updates to the Software. If Customer transfers Equipment to a third-party, Customer may assign the Customer's right to use Operating Software on the Equipment; provided that, the third-party agrees in writing with Hologic to be bound by and to permit Hologic to enforce the provisions of this section. Hologic is not under any obligation to service or implement any new versions or updates on Operating Software transferred to such third-party. Add-On Software license is personal to Customer and may not be transferred to any third-party. If a third-party wishes to use Add-On Software, the third-party may enter into a separate agreement with Hologic for the use of the Add-On Software. Customer has no other right to use, sell, assign, transfer, copy, or sublicense Software. As identified in the applicable software product specifications, some third-party software vendors (including Microsoft Corporation) provide different warranties and require different or additional terms applicable to software which they supply; such warranties and terms supersede this Agreement and Customer agrees to abide by such terms with respect to such third-party software. The Microsoft End User License is located on the applicable installation CD-ROM (file name is EULA.txt). In addition to all other rights and remedies Hologic may have at law or in equity, Hologic may immediately terminate any Software license agreement if Customer defaults on any portion of this section.

15. Confidential Information. Both Parties agree to hold in strict confidence the terms of this Agreement and all information provided to the other in connection with the performance of their respective obligations under this Agreement, including, without limitation, financial and pricing information, except to the extent that disclosure is required by applicable law. Notwithstanding the above, the terms and conditions of this Agreement must not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of this Agreement to its employees, professional advisors, agents or independent contractors who require knowledge of the terms and conditions of this Agreement, so long as such individuals are subject to applicable non-disclosure agreements.

16. 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 PHI (defined in Section 19).

17. Use Restrictions. Products are only intended for the uses listed in the applicable operator's manual or instructions 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: (a) resell any Product, unless otherwise authorized by Hologic in writing; (b) 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; (c) use or allow anyone to dilute any Product; or (d) reverse engineer, disassemble, or conduct unauthorized analysis of any Product and/or its method of use.

18. Compliance with Laws. Hologic and Customer shall comply with all federal and state laws that govern the

enforceability and performance of this Agreement.

19. HIPAA Compliance. To the extent HIPAA (as defined below) applies, both Parties shall comply with the applicable provisions of the privacy regulations within the Health Insurance Portability and Accountability Act of 1996, as enacted in 45 C.F.R. parts 160, 162, and 164 and as codified at 42 U.S.C. § 1320d, as amended from time to time ("HIPAA"). Hologic agrees that if it directly or indirectly gains access to Protected Health Information ("PHI") during any interaction with Customer it shall keep the PHI confidential pursuant to the terms of this Agreement.

20. Federal and State Reporting/Disclosure Laws. Customer acknowledges and agrees that federal and state reporting laws, including, but not limited to, the Federal Physician Payments Sunshine Act, may require Hologic to disclose certain aspects of this arrangement. Unless otherwise noted in this Agreement, the cost of any Product training provided by Hologic is included in the purchase price of the Product where applicable.

21. Fraud and Abuse. Hologic hereby certifies that it is not currently a listed vendor in the: (a) Federal General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Presidential Executive Orders 12549 and 12689 "Debarment and Suspension"; and (b) Office of the Inspector General of the Department of Health and Human Services' "List of Excluded Individuals/Entities." Any discounted pricing terms offered under this Agreement may be a "discount or other reduction in price" under the Federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). Customer shall take all actions necessary to comply with the Anti- Kickback Statute discount safe harbor regulations, 42 C.F.R. § 1001.952(h), including but not limited to, (i) maintaining accurate records reflecting the pricing terms of items and Services purchased under the Agreement; (ii) fully and accurately reporting any discount received under the Agreement if applicable; and (iii) making available information provided to Customer by Hologic concerning cost reports and other filings with the government, including but not limited to, the Secretary of the U.S. Department of Health and Human Services or other state agencies.

22. Access to Books and Records. Until the expiration of four (4) years after the furnishing of Services under this Agreement, Hologic shall make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and such books, documents and records of Hologic as are necessary to certify the nature and extent of the costs hereunder. If Hologic carries out any of its duties under this Agreement through a subcontract, for the value or cost of \$10,000 or more over a 12-month period, with a related organization, such contract must contain a clause placing the same duty on the subcontractor as the agreement places on Hologic. This section survives the termination of this Agreement according to its terms. If the law or regulations are effectively amended to increase or decrease the annual amount necessary to require this clause, the amount set forth herein shall be amended accordingly. Notwithstanding the presence of this clause in this Agreement, this clause only applies if the actual dollar amount paid during any 12-month period equals or exceeds the government threshold amount.

23. Default. In addition to any default events specified elsewhere in this Agreement, the occurrence of any of the following events constitutes a default ("Default") by either applicable Party: (a) non-payment when due of any amount payable by Customer in accordance with this Agreement; or (b) failure to materially perform any covenant or condition of this Agreement. In the event of Default by Customer hereunder, all indebtedness of Customer may, at the option of Hologic and without demand or notice of any kind, immediately become due and payable, and in addition to all other remedies, Hologic may (i) require Customer to return any Hologic-owned Equipment and/or (ii) immediately terminate this Agreement. The non-Defaulting Party is entitled to recover from the Defaulting Party any and all expenses and damages that the non-Defaulting Party sustains by reason of Default including, but not limited to, reasonable attorneys' fees, and in the case of Hologic, all expenses of repossession, removal, storage and disposition of the Equipment. The remedies and rights specified herein are cumulative and not exclusive. The exercise or the non-exercise of any right or remedy does not limit or prejudice the non-defaulting Party as to that right or remedy or as to any other rights or remedies provided by applicable law.

24. Bankruptcy. Except as may be prohibited by applicable bankruptcy laws, a Party to this Agreement may elect to cancel any unfulfilled obligations if any of the following situations arise: (a) the other Party becomes insolvent or is unable to pay debts as they become due; (b) a voluntary or involuntary bankruptcy proceeding is instituted by or against a Party hereto; or (c) an appointment of a receiver or assignee for the benefit of creditors occurs on behalf of a Party hereto.

25. 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.

26. Assignment. Subject to the limitations provided in Section 14, Customer shall not assign this Agreement without the prior written consent of Hologic, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, the rights and obligations herein shall be binding upon the successors and assigns of Customer.

27. Notices. Any notification required under this Agreement is deemed to have been given either one (1) day after being given to an express overnight carrier with a reliable system for tracking delivery; 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. Any required notices to Customer shall be delivered to the address set forth in the applicable Hologic quote or other purchasing program document, and to Hologic at the addresses listed below. Either Party may change its mailing address by notice as provided by this section.

Hologic, Inc.
250 Campus Drive
Marlborough, MA 01752
Attn: Contracts Department
Fax: 866-523-8691

With a copy to: Hologic, Inc.
250 Campus Drive
Marlborough, MA 01752
Attn: Legal Department
Fax: 508-263-2959

28. Governing Law. Upon execution, this Agreement is considered to be a Massachusetts contract, entered into in Massachusetts, and shall be governed and viewed under the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions. The Parties specifically agree that any action relating to the relationship between the Parties, this Agreement, Products, or Services provided, purchased or licensed hereunder, shall be brought and tried in the Courts of Massachusetts. Customer hereby waives all objections to and consents to the jurisdiction of the Massachusetts Courts.

29. Counterparts and Electronic Signatures. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original but all of which together constitutes one and the same agreement. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement shall be considered signed when the signature of a Party is delivered by facsimile transmission or delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to electronic mail (email). Such facsimile or scanned signature must be treated in all respects as having the same effect as an original signature.

30. Miscellaneous. See applicable Hologic quote, attachment or purchasing program for additional terms and conditions, which supplement and/or supersede this Agreement, as applicable and may include, but are not limited to: **Term, Termination, and Right of Returns or Cancellation.**

Accepted and agreed to:

Customer (by its authorized representative)		Hologic Sales and Service, LLC (by its authorized representative)	
Name	Title	*  Douglas Donovan VP, US Sales, Diagnostic Solutions 1/9/2026	
Signature	Date	Signature	Date

PLEASE EMAIL COMPLETED AND SIGNED AGREEMENT TO DiagContractData@hologic.com

*Hologic's signature is contingent upon Customer signing this Agreement and returning to Hologic within thirty (30) days from Hologic's signature date.