



# SURECARE™

## Service Quote

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

**Location:**  
DIAGNOSTIC MEDICAL GROUP OF SOUTHERN CALIFORNIA  
18575 E GALE AVE  
STE 105  
CITY OF INDUSTRY, CA 91748 US  
**Account #** 125714

**Quote #:** Q-298577  
**Quote Date:** 9/14/2022  
**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
Dimensions Avia 2D 3000	SDM131800166	PREFERRED PLAN	\$48,510.00	\$14,803.00	\$33,707.00	10/20/2022 to 10/19/2026	4.00	\$134,828.00
Dimensions Avia 2D 3000	SDM131800166	RENEW DIMENSIONS	\$16,575.00	\$1,768.75	\$2,375.00	10/20/2022 to 10/19/2026	4.00	\$9,500.00

30.00% Discount:	(USD 63,184.50)
<b>Term Discount Total:</b>	(USD 66,287.00)
<b>Agreement Term Price Total:</b>	USD 144,328.00

### Payment Schedule

Payment Start Date	Payment Frequency	# of Payments	Payment Amount	Payment Notes
10/20/22	Annual	4	\$36,082.00	

The Agreement is effective upon signature by both parties ("Effective Date"). The terms contained in the B&SH Maintenance & Repair Service Terms, available at [B&SH Maintenance & Repair Service Terms](#) or <https://www.hologic.com/hologic-master-sales-terms-conditions> ("Terms"), Service Quote, Exhibit A, and Exhibit B (Terms, Service Quote, and Exhibits, collectively, the "Agreement") govern the repair and maintenance services ("Services") for equipment listed above ("Equipment") and the use of related Hologic Software (Equipment and Software, collectively "Products"). In the event of a conflict between this Service Quote and the Terms, this Service Quote prevails.

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

**Customer Acceptance:** By signing below, Customer accepts this Agreement and agrees to be bound by the Terms. This Agreement supersedes all previous proposals for these Services and constitutes the complete and entire agreement between the parties. Any conflicting or additional terms, including those that may appear on a Customer purchase order, are rejected and of no effect unless agreed to in writing by the parties. A failure by either party to pursue an available remedy or enforce a material breach by the opposing party is not a waiver unless agreed to by the parties in writing. This Agreement must be signed by an authorized Customer representative and sent to Hologic with Customer's purchase order within sixty (60) days from the Quote Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

**CUSTOMER: DIAGNOSTIC MEDICAL GROUP OF SOUTHERN CALIFORNIA**

**HOLOGIC, INC.**

Authorized Signature: Cindy Chen

Authorized Signature:

Keith Reed

Name: CINDY CHEN,

Name: Keith Reed

Title: general manager Date: 9/15/2022

Title: VP, Breast & Skeletal Health Solutions Date: 9/14/2022

**BILL TO ADDRESS:**

**Hologic Contact:**

Address: 11298. San Gabriel Blvd.

Name: Amar Dhanota Phone:

City: San Gabriel State: Ca Zip: 91776

Email: amar.dhanota@hologic.com Fax:

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

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

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

## Exhibit A

### Service Type Coverage

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

Service Type	Coverage Description
PREFERRED PLAN	<p>Preferred Plan</p> <p>Services include:</p> <ul style="list-style-type: none"><li>• Telephone and remote diagnostic and repair support twenty-hour (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 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 enhancements commercially released during the Coverage Period for the Products/options purchased, in addition to all safety and quality updates. Installation during Standard Hours. Excludes third-party Software updates or security patches.</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, incorporated and attached in Exhibit C.</li></ul>
RENEW DIMENSIONS	<p>One computer, keyboard, mouse and graphics card upgrade, excluding LCD display, anytime during the Coverage Period. If Agreement is terminated prior to the expiration of the Coverage Period, the unpaid balance of the provided hardware will be invoiced and due payable to Hologic.</p> <p>Replaced hardware must be returned to Hologic within fifteen (15) days of replacement hardware installation with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the replaced hardware within allotted time frame may result in additional fees.</p>

### SERVICE TYPE AND COVERAGE NOTES

(1) Requires Customer to provide a network connection for Hologic Connect™ SSL remote network access solution for each Product under the following equipment categories: Digital Mammography, Digital CAD, Bone Density, MultiView, and Prima. In the event that the Customer cannot provide such remote access, Hologic may not be able to, and shall not be liable for failure to, meet response times as specified in the Agreement.

(2) Equipment that is out of Product Warranty and not covered by a current service agreement must conform to Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") before Hologic will accept a new Agreement. Customer is responsible for all expenses to bring any such Equipment, components and software into conformance with Specifications at Hologic's prevailing travel time, labor, and parts rates.

(3) Two (2) Preventive Maintenance ("PM") inspections do not apply to (i) Digital CAD Equipment, Trident HD Equipment, or Brevera Equipment, which receives only one (1) PM inspection per year; and (ii) Akrus 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 Fluoroscan Equipment;
- x-ray tube, high voltage power supply assembly, and array detector, for Bone Density Equipment.
- reusable driver, for Brevera Equipment. Notwithstanding anything to the contrary elsewhere in the Agreement, the reusable driver is subject to the Reusable Driver Exchange Program.

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

(5) Platinum Service Type for Prima Equipment excludes Software updates.

(6) Equipment is considered "down" when an Equipment unit, or any function thereof, is inoperable (unavailable to treat or diagnose patients, or with respect to Equipment used by the Customer solely for research projects, cannot be used to perform research). Response to service call for down Equipment due to external failures (e.g., abuse, loss of air-conditioning, power failure, power surges beyond specified equipment tolerances, attempted and/or unauthorized third party repair, all other Acts of God, etc.) may be subject to travel time and labor rates.

(7) Plastics Coverage available at an additional cost.

(8) On-site emergency coverage for down Equipment, Saturday 8:00am to 5:00pm, available at an additional cost

(9) Reusable Driver Exchange Program: Hologic will provide Customer with replacement reusable driver ("Replacement Driver"), including all shipping expenses, in exchange for Customer's reusable driver ("Exchanged Driver"). Upon installation of the Replacement Driver ("Exchange Effective Date"), the Customer shall retain title and right of possession to the Replacement Driver and the Exchanged Driver shall be removed from the Equipment and shall become the sole property of Hologic, with Hologic retaining title and right of possession to the Exchanged Driver. Customer acknowledges and agrees that the Exchanged Driver shall be returned to Hologic within fifteen (15) days of the Exchange Effective Date with a Return Merchandise Authorization ("RMA"). RMA should be requested by calling Hologic at 800-442-9892. Failure to return the Exchanged Driver within allotted time frame may result in additional fees.

**Agreement Exclusions:**

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

## Exhibit B

### Product Support Information

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

## Exhibit C

### Equipment Performance Guarantee

#### Definitions

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

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

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

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

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

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

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

#### Performance Guarantee

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

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

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

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