

**Mammotome Preventative Maintenance Terms and Conditions (US Customers)**  
(Mammotome Confirm and XPERT® 40)

These Mammotome Preventative Maintenance Terms and Conditions (“Terms”) between Devicor Medical Products, Inc. dba Mammotome (“Mammotome”) and Customer govern the purchase of a one-time preventative maintenance service (“PM Service”) for the equipment listed on the service quote. These Terms, together with the applicable service quote (“Service Quote”) are collectively defined as the “Agreement”. By submitting a purchase order, Customer agrees to the following:

1. **Preventative Maintenance.** Any PM Service will be performed according to manufacturer’s recommended specifications. PM generally includes checking mechanical and electrical safety, lubrication, functional testing, software updates on original KUBTEC DIGICOM® application software, and adjusting equipment to specifications. Mammotome reserves the right to refuse PM Service on equipment that is down or inoperable at the time of scheduled PM Service. PM Service must be scheduled within twelve (12) months from the date of signature on the Service Quote. Customer is responsible for contacting Mammotome to schedule the PM Service at 877-926-2666 (option 3).

2. **Pricing/Payment.** PM Service pricing is listed on the Service Quote. Payment is due net thirty (30) days from the invoice date. If Customer is tax-exempt, Customer will provide a valid tax-exemption certificate to Mammotome prior to the invoice date, otherwise Customer shall be invoiced for applicable taxes.

3. **Limitations.** This Agreement does not cover (a) repairs and/or replacement parts; (b) upgrades that provide new features or require hardware changes; (c) services required due to improper use or attempted unauthorized third-party maintenance, repair, modifications, or software installations; or (d) guarantees of product performance or future performance. THE SERVICE DESCRIBED IN THESE TERMS ARE MAMMOTOME’S ONLY OBLIGATION UNDER THIS AGREEMENT. MAMMOTOME AND MAMMOTOME SUBCONTRACTORS SHALL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING CUSTOMER’S USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, DOWNTIME COSTS, LOSS OF USE OF THE EQUIPMENT, OR COSTS OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES. EXCEPT FOR BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED SOLELY AND DIRECTLY BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MAMMOTOME OR ITS AUTHORIZED REPRESENTATIVES, MAMMOTOME’S LIABILITY FOR ANY DAMAGES IS LIMITED TO THE PM SERVICE PLAN PRICE LISTED IN THE SERVICE QUOTE. ANY DISPUTE OR CLAIM BETWEEN THE PARTIES ARISING FROM OR RELATED TO THIS SERVICE PLAN SHALL BE HEARD IN THE COURTS OF HAMILTON COUNTY, OHIO.

4. **Representations and Warranties.** Mammotome represents and warrants that the services performed by Mammotome or a Mammotome subcontractor shall be performed in a professional manner, with due care, consistent with industry practices and in a diligent, workmanlike, and reasonably expeditious manner and in accordance with all applicable laws. Mammotome and its affiliates: (i) are not “sanctioned persons” under any federal or state program or law; (ii) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (iii) have not been listed on the General Services Administration’s list of parties Excluded from Federal Programs; or (iv) have not been convicted of a criminal offense related to healthcare (collectively referred to herein as being “**Debarred**”). Mammotome represents and warrants that it and its affiliates shall not knowingly employ, contract with, or retain any person or entity directly or indirectly to perform or provide the Services hereunder if such a person or entity is Debarred or is, to Mammotome’s knowledge, under investigation for debarment. Furthermore, Mammotome represents and warrants that, to the best of its knowledge, it has not engaged in any conduct or activity which could lead to debarment actions.

5. **Subcontractors.** Nothing in this Agreement shall prevent Mammotome from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that Mammotome shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services.

6. **Insurance.** During this Agreement Mammotome will maintain, for the duration of the Agreement and for a period of one (1) year following the termination or expiration of the Agreement, insurance with coverage amounts that are commercially reasonable to cover its obligations hereunder.

7. **Force Majeure.** Mammotome will not be liable for its failure to perform, or any delay in performance, due to strikes, fire, explosion, flood, riot, lock out, injunction, interruption of transportation, unavoidable accidents, acts of government or a public enemy, terrorism, or any other causes beyond its control.

8. **Notices.** Any notice or communication required or permitted hereunder, will be in writing and sent by first class mail, postage prepaid, to Customer at the address listed in the Service Quote, and to Mammotome at the following address: 300 E-Business Way, 5<sup>th</sup> Floor, Cincinnati, Ohio 45241. Either party may modify its notice address by providing written notice to the other party.