



### Equipment Usage Attachment

Customer Name ("CUSTOMER")	Customer Number	Purchase Order Number
TARRANT COUNTY PUBLIC HEALTH DEPT	158550	
Contact Name	Contact Phone Number	Contact Email
Nancy Turnage	(817) 321-4758	nturnage@tarrantcountytx.gov
Bill To Address	Ship To Address	Hologic Representative
TARRANT COUNTY PURCHASING 100 E WEATHERFORD STE 506 FORT WORTH, TX US 76196-1	TARRANT COUNTY PUBLIC HEALTH DEPT 1101 S MAIN ST FORT WORTH, TX US 76104	Christina Davis christina.davis@hologic.com
<b>Term of Agreement: 48 Months (Initial Term)</b>		

This Equipment Usage 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:

- Equipment:** In consideration of the Purchase Commitment, Hologic will provide Customer with the use of the Equipment ("Equipment") specified below for the Term, which shall include on-site installation and training by Hologic authorized personnel. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code ("UCC") Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filed or claimed and Customer shall remain responsible for the normal care and maintenance of the Equipment. Should Customer be in Material Breach, Hologic may immediately require Customer to arrange the return of any Hologic-owned Equipment to Hologic.
- Costs for Equipment Usage; Customer Reporting Obligations.** Payment for the Equipment usage and Product purchase pursuant to this Attachment is set on a per-Product (or per-kit) basis. The Product prices quoted include remuneration for the Equipment based upon Customer's anticipated Product usage during the Term, such that the aggregate amounts paid by Customer on a per-Product (or per-kit) basis will be an amount sufficient to pay Hologic for the usage value of the Equipment and the purchase price of the Product over the Term. Payment for the use of the Equipment through the purchase of Products is provided at Customer's request. Customer is responsible for appropriately allocating a portion of the amount spent on Products to account for the use of the Equipment for accounting and reporting (including Medicare cost reporting) purposes. More specifically, Customer shall (i) properly report and appropriately reflect and allocate amounts paid under this Attachment, net of all discounts, as may be required by law or contract, including in applicable Medicare and Medicaid cost reports, (ii) maintain sale invoices along with this Attachment and other documentation provided by Hologic concerning this Attachment and Product pricing, and (iii) allow agents of Medicare and Medicaid access to such documentation upon request.
- 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 <mailto:CustomerSupport@hologic.com>.**
- 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.
- Term Completion.** At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic.

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## **Panther Program Terms:**

1. **Term.** The initial term of this Attachment shall begin on the Effective Date and terminate upon completion of the "Term of Agreement" period designated above ("Initial Term"). Following the Initial Term and, if Customer has complied with all of the terms of the Agreement, including, but not limited to, paying all monies due and owed to Hologic, and is not in material breach hereof, and provides prior written notice of its intent to renew at least 90 days before the end of the then current term, this Attachment shall renew on an annual basis (each a "Renewal Term"). Hereinafter, the Initial Term and all Renewal Terms shall be collectively referred to as the "Term."
2. **Panther Service.**
  1. **SERVICES INCLUDED.** During the Term, the following service will be provided:
    1. Labor, necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), and Hologic travel expenses.
    2. Preventative maintenance by Hologic service technician according to operator's or user's manual, (Monday through Friday only).
    3. Equipment repair for reasons other than those listed below under Services Excluded.
    4. Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 AM to 5:00 PM Pacific Standard Time (excluding Hologic holidays).
    5. Telephone Number for all Technical Support: 888-484-4747
    6. Factory authorized updates or modifications, including parts.
  2. **Service Representative Dispatch and REMOTE DIAGNOSTICS**
    1. Representative on site within 24 hours (Monday – Friday) if Remote Diagnostics Management is installed.
    2. Representative on site within 48 hours (Monday – Friday) if Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual.
  3. **SERVICES EXCLUDED.** The services excluded under the Standard Service option are the following:
    1. 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, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
    2. 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.
    3. Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items.
    4. Relocation of Equipment.
    5. Note: Labor and materials charges for all of the excluded services will be billed at rates prevailing at the time of service.
  4. **CUSTOMER OBLIGATIONS.** 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 the failure/error.
  5. **REPLACED OR REMOVED PARTS.** All parts replaced or removed under this Agreement become the property of Hologic.
3. **Training:** Hologic will provide training for two (2) operators at Hologic's training facility to include roundtrip airfare, ground transportation, hotel accommodations and meals.
4. 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 #30180117) can be ordered directly from TECAN U.S. at 800-352-5128.
5. **Purchase Commitment.** The Customer agrees to pay to Hologic the total price per kit as indicated during the Term. Customer agrees to purchase the quantity of kits or boxes as per Product as indicated below for

each Product (the "Purchase Commitment"), each year during the Term. 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." 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. Notwithstanding the foregoing, the annual Purchase Commitment volumes listed below are fixed for CT/NG and Trich. For all other assays, the Number of Committed Tests is for the initial Contract Year due to Customer's funding. The Parties acknowledge and agree that committed volumes will be adjusted annually for all other assays other than CT/NG and Trich based on Customer's funding.

#### CT/NG

- Commitment Period: Annually
- Number of Committed Tests: 15,000
- Price Per Test: \$7.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-05571	APTIMA COMBO 2, 250- TEST, PANTHER	250	\$1,750.00	Yes
PRD-05576	APTIMA COMBO 2, 100- TEST, PANTHER	100	\$700.00	Yes

#### Trich

- Commitment Period: Annually
- Number of Committed Tests: 9,000
- Price Per Test: \$6.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
303536	KIT, ATV-V2, 100T	100	\$600.00	Yes
303537	KIT, ATV-V2, 250T	250	\$1,500.00	Yes

#### Fusion Flu A/B/RSV

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$25.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-04328	FLU REAGENT CARTRIDGES, 96-TEST, FUSION, CE IVD	96	\$2,400.00	Yes

#### Paraflu

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$25.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-04329	PARAFLU REAGENT CARTRIDGES, 96-TEST, FUSION, CE IVD	96	\$2,400.00	Yes

### Fusion AdV/hMPV/RV

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$25.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-04330	AMR REAGENT CARTRIDGES, 96-TEST, FUSION, CE IVD	96	\$2,400.00	Yes

### Panther Fusion SARS-CoV-2/Flu A/B/RSV

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$40.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-07400	SARS/FLU A/B/RSV REAGENT CARTRIDGES, FUSION, IVD	96	\$3,840.00	Yes

### Panther Fusion SARS-CoV-2 assay

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$6.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-06391	PANTHER FUSION SARS-COV-2 ASSAY PPR SOLUTION, EUA	160	\$960.00	Yes

### Aptima SARS-CoV-2

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$28.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-06419	SARS-COV-2 ASSAY, APTIMA, 250-TEST, EUA, CE IVD	250	\$7,000.00	Yes

### Open Access

- Commitment Period: Annually
- Number of Committed Tests: 1,040
- Price Per Test: \$22.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-04303	OPEN ACCESS CARTRIDGES, 96-TEST, RNA/DNA ENZ	96	\$2,112.00	Yes

# Aptima Mycoplasma Genitalium

- Commitment Period: Annually
- Number of Committed Tests: 9,000
- Price Per Test: \$12.00

Product #	Description	Quantity of Tests per Kit/Box	Price per Kit/Box	Included In Purchase Commitment
PRD-03919	M GEN ASSAY, APTIMA 100T, WITH CALIBRATORS INCLUDED	100	\$1,200.00	Yes

## Collection Devices

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

## Non-Committed

Product Number	Description	Price per Kit/Box
303096	RUN KIT, PANTHER	\$0.00
303085	ADVANCED CLEANING SOLUTION	\$0.00
CL0041	SPARE CAPS, AMP/PROBE RECONSTITUTION SOLUTIONS (CL0045) DIAGNOSTICS	\$0.00
CL0040	SPARE CAPS, TCR/SEL RGT (CL0038) DIAGNOSTICS	\$0.00
501604	SPARE CAPS, PP, 60ML, TCR APTIMA 2X50	\$0.00
501616	SPARE CAPS, 30ML TUBE (501213) DIAGNOSTICS	\$0.00
105668	APTIMA PENETRABLE CAPS	\$100.00
PRD-06420	SARS-COV-2 ASSAY CONTROLS, APTIMA, EUA, CE IVD	\$230.00
104772-02	MULTI-TUBE UNIT (MTU) KIT ASSY	\$0.00
902731	WASTE BAG, KIT, PANTHER	\$0.00
PRD-06232	EXTRACTION REAGENTS - B, FUSION, IVD	\$0.00
PRD-06234	INTERNAL CONTROL -B, FUSION, IVD	\$0.00
PRD-06404	PANTHER FUSION SARS-COV-2 CONTROLS, EUA	\$0.00
PRD-04000	PANTHER FUSION TUBE TRAYS	Included
PRD-04335	OIL PACK, FUSION, CE-IVD	\$0.00
PRD-04333	RECON BUFFER I, FUSION, CE IVD	\$0.00
PRD-04332	INTERNAL CONTROL -S, FUSION, CE IVD	\$0.00
PRD-04331	EXTRACTION REAGENTS - S, FUSION, CE IVD	\$0.00
PRD-04339	SPECIMEN LYSIS, FUSION, CE IVD	\$125.00
ASY-10712	KIT, OPEN ACCESS PACK, FUSION	\$0.00

Product Number	Description	Price per Kit/Box
PRD-04334	ELUTION BUFFER, FUSION, CE IVD	\$0.00
PRD-04476	INTERNAL CONTROL -X, FUSION, CE-IVD	\$0.00
PRD-06304	MY ACCESS LAPTOP, 14IN - USER READY	\$0.00
PRD-04477	FCR-X/FER-X, FUSION, 960-TEST, CE-IVD	\$0.00
MTL-02093	500/PK , PIPETTE, TRANS, DISPO, 5ML	\$40.00
303014	ASSAY FLUIDS KIT, APTIMA, AS	\$0.00
303013	AUTO DETECT KIT, APTIMA, AS	\$0.00
504405	PANTHER WASTE BIN COVER Part	\$0.00
301110	APTIMA CNTRLs KIT (1 TRAY) IVD	\$0.00
302807	KIT, CONTROLS, ATV,250	\$0.00
PRD-03569	HSV CONTROLS, APTIMA	\$0.00
PRD-03393	M GEN CALIBRATORS, APTIMA	\$0.00
PRD-04940	M GEN CONTROLS, APTIMA	\$0.00
PRD-04336	FLU CONTROLS, FUSION, CE IVD	\$0.00
PRD-04337	PARAFU CONTROLS, FUSION, CE VD	\$0.00
PRD-04338	ADV/HMPV/RV CONTROLS, FUSION, CE IVD	\$0.00
PRD-04305	OPEN ACCESS PACK, FUSION	\$0.00
PRD-06783	APTIMA WHOLE BLOOD DILUENT, IVD	\$0.00
PRD-04311	PRIMER/PROBE TUBES, OPEN ACCESS, FUSION	\$0.00
PRD-04312	PRIMER/PROBE CAPS, OPEN ACCESS, FUSION	\$0.00
FAB-18184	SPECIMEN ALIQUOT TUBE PACK	\$0.00
504415	CAP,TRANSPORT TUBE - 100CT PACK	\$0.00
PRD-06850	CAP, HOLOGIC FLANGE CAP (1000 CAPS PER BAG)	\$75.00
PRD-06997	HOLOGIC DIRECT LOAD TUBE COLLECTION KIT	\$300.00
PRD-03503	SPECIMEN DILUENT KIT, VIRAL LOAD ASSAYS, APTIMA, US IVD	\$260.00
PRD-03654	SPECIMEN DILUENT WITH TUBES AND CAPS, VIRAL LOAD ASSAYS, APTIMA, US IVD	\$300.00
PRD-04423	SPECIMEN TRANSPORT MEDIUM	\$100.00
PRD-03455	PANTHER RUN KIT FOR REAL TIME ASSAYS	\$0.00
PRD-07401	SARS/FLU A/B/RSV CONTROLS, FUSION, IVD	\$230.00
PRD-07152	SARS/FLU A/B/RSV PANEL B, FUSION	\$250.00

## Cost Per Reportable Program - Virals

**Viral Cost Per Reportable Pricing.** Every six (6) months during the Term, Hologic shall provide Customer up to ten (10) each of Cost-per-reportable HIV, HBV and HCV kits listed below under the Viral Cost per Reportable ("Viral CPR") program (the "Viral CPR Kit(s)") at no charge. Customer agrees to submit to Hologic the total number of reportable results obtained from the Viral CPR Kits for the prior month by the 10th of each month, and Hologic will invoice Customer for each reportable result submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. Customer will fax completed forms to Hologic Customer Service at 1-800-409-7591 or submit completed forms via email to CustomerSupport@hologic.com. Failure to submit completed forms by the 10th of each month may result in the delay of future shipments of Viral CPR Kits to Customer. At the request of Hologic, Customer agrees to submit to Hologic its monthly line-item log of results reported. Hologic reserves the right to perform a business review of the Viral CPR usage, test volume and pricing at any time, and may (i) adjust pricing, test volume, and/or number of no charge Viral CPR Kits, or, (ii)

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discontinue providing Viral CPR Kits to Customer and terminate the Viral CPR program, in each case upon thirty (30) days' prior notice to Customer. Hologic shall also retain the right to transition Customer to a cost per kit pricing model upon thirty (30) days' prior notice to Customer, provided consistent usage volume supports the transition. Any such adjustment and/or transition will be documented as a written amendment to the Agreement. Customer acknowledges that future Software updates to the Panther System ("Panther") may include automated reporting features to facilitate Viral CPR program reporting. Customer agrees that it shall permit Hologic to install any such Software update as a condition of continued participation in the Viral CPR program. Once such automated functionality has been enabled, Hologic and Customer agree to use the automated Viral CPR program reporting features in lieu of the manual reporting process contemplated above.

#### Cost-per-reportable (CPR) HIV

Product #	Description	Cost Per Reportable
PRD-03565-CPR	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD, Cost Reportable	\$45.00
PRD-03565	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	Included

#### Cost-per-reportable (CPR) HBV

Product #	Description	Cost Per Reportable
PRD-03868-CPR	HBV VIRAL LOAD ASSAY, APTIMA, 100- TEST, US IVD, COST REPORTABLE	\$45.00
PRD-03868	HBV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	Included

#### Cost-per-reportable (CPR) HCV

Product #	Description	Cost Per Reportable
PRD-03705-CPR	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD, Cost Reportable	\$45.00
PRD-03705	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD	Included

Upon conversion of Virals Cost Per Reportable (CPR) pricing to kit pricing, the Parties agree that the following shall be added to the Agreement and will be effective once an Amendment is signed by both Parties.

Product #	Description	Price per Kit/Box	Included In Purchase Commitment
PRD-03565	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	\$3,500.00	Yes
PRD-03868	HBV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD	\$3,500.00	Yes
PRD-03705	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD	\$3,500.00	Yes

#### Cost Per Reportable Program - HSV

Each month during the Term, Hologic may provide Customer up to three (3) kits under the Cost per Reportable ("CPR") program for HSV (the "CPR Kit[s]") at no charge. Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10<sup>th</sup> of each month for the CPR Kits, and Customer will be invoiced for the reportables submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. This form will be faxed to Hologic Customer Service at 1-800-409-7591 or emailed to [CustomerSupport@hologic.com](mailto:CustomerSupport@hologic.com). Failure to submit this form by the 10<sup>th</sup> of each month may result in the delay of shipment of CPR Kits to Customer. At the request of Hologic, Customer agrees to submit to Hologic its monthly line-item log of results reported. Hologic reserves the right to perform a business review of the CPR usage and pricing at any time, and may adjust pricing or discontinue providing CPR Kits to Customer and terminate the CPR program with 10 days' notice to Customer.

Product #	Description	Cost Per Reportable
PRD-03568-CPR	HSV ASSAY, APTIMA, 100T, IVD COST REPORTABLE	\$20.00
PRD-03568	HSV ASSAY, APTIMA, 100T, IVD	Included


## Equipment

Product #	Description	Unit Value	Unit Price	Serial Number	Quantity to Ship
303095	PANTHER INSTRUMENT SYSTEM, DX	\$175,000.00	Included	2090001615	0
PRD-04173	PANTHER FUSION MODULE UPGRADE	\$125,000.00	Included	2090001615	1
PRD-05845	PANTHER UPGRADE CONTINUOUS FLUID AND WASTE + WASTE TO DRAIN + MTU EXPANSION	\$75,000.00	Included	2090001615	1

### Additional Terms:

- For Equipment to be shipped as per table above only: FOB Destination. Hologic pays for standard shipping.
- Laboratory Information System.** In consideration of Customer's Minimum Purchase Obligation (defined herein), Hologic agrees to reimburse a Laboratory Information System vendor ("Vendor") of Customer's choosing, up to a maximum of the amount USD \$18,000.00 towards the development of an interface between the Equipment's reporting system and Vendor ("Interface Payment"); provided that, i) Customer provides Hologic with advance written notice of its intent to proceed with the interface development ("Notice to Proceed"), which notice must be received by Hologic within ninety (90) days of the Effective Date of the Agreement; ii) the interface development starts no later than six (6) months from the date of the Notice to Proceed and is fully developed for Customer's use within six (6) months of the development start date; iii) Customer meets its Purchase Commitment (to determine this, divide the Annual Minimum by two to arrive at Minimum Purchase Obligation for the subject six (6) month period); and iv) Customer or Vendor provides Hologic with a copy of all invoices for the interface development in support of the amount to be reimbursed. Hologic will not issue the Interface Payment unless the foregoing conditions are met.
- U.S. Food and Drug Administration (FDA) has issued an Emergency Use Authorization (EUA) to authorize the use of the Panther Fusion® SARS CoV-2 Assay on the Panther Fusion 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 Panther Fusion 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 Panther Fusion SARS CoV-2 assay has not been FDA cleared or approved. The Customer acknowledges and agrees that the Panther Fusion SARS CoV-2 Assay is only available for sale and use while the EUA is in effect. Hologic reserves the right to discontinue the Panther Fusion 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 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.

### Accepted and agreed to:

Customer (by its authorized representative)		Hologic Sales and Service, LLC (by its authorized representative)	
		 Douglas Donovan VP, US Sales, Diagnostic Solutions	
Name	Title		
Signature	Date		
		December 12, 2023	

***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 12/1/2023 ("Offer Expiration Date"), or accepted by Hologic as indicated by Hologic's signature above.***

PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO [nationalcontracts@hologic.com](mailto:nationalcontracts@hologic.com) OR (844) 749-3816

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**EXHIBIT 1**  
**Cost Per Reportable Submission Form**

<b>Customer Name ("CUSTOMER")</b>	<b>Customer Number</b>	<b>Purchase Order Number</b>
TARRANT COUNTY PUBLIC HEALTH DEPT	158550	
<b>Contact Name</b>	<b>Contact Phone Number</b>	<b>Contact Email</b>
Nancy Turnage	(817) 321-4758	nturnage@tarrantcounty.com
<b>Bill To Address</b>	<b>Ship To Address</b>	<b>Hologic Representative</b>
TARRANT COUNTY PURCHASING 100 E WEATHERFORD, STE 506 FORT WORTH, TX US 76196-1	TARRANT COUNTY PUBLIC HEALTH DEPT 1101 S MAIN ST FORT WORTH, TX US 76104	Christina Davis christina.davis@hologic.com

**Cost per Reportable Pricing**

Customer agrees to submit to Hologic the total number of reportable results for the prior month by the 10th of each month for the CPR Kits, and Customer will be invoiced for the reportables submitted. Customer will submit the number of reportable results using the form attached as Exhibit 1. This form will be faxed to Hologic Customer Service at 1-800-409-7591 or emailed to CustomerSupport@hologic.com. Failure to submit this form by the 10th of each month may result in the delay of shipment of CPR Kits to Customer.

**Cost-per-reportable (CPR) HIV**

<b>CPR Part #</b>	<b>Description</b>	<b>Cost per Reportable</b>	<b>Monthly Reporting (Number of Tests Reported)</b>
PRD-03565-CPR	HIV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD, Cost Reportable	\$45.00	

**Cost-per-reportable (CPR) HBV**

<b>CPR Part #</b>	<b>Description</b>	<b>Cost per Reportable</b>	<b>Monthly Reporting (Number of Tests Reported)</b>
PRD-03868-CPR	HBV VIRAL LOAD ASSAY, APTIMA, 100-TEST, US IVD, COST REPORTABLE	\$45.00	

**Cost-per-reportable (CPR) HCV**

<b>CPR Part #</b>	<b>Description</b>	<b>Cost per Reportable</b>	<b>Monthly Reporting (Number of Tests Reported)</b>
PRD-03705-CPR	HCV QUANT ASSAY, APTIMA, 100-TEST, US IVD, Cost Reportable	\$45.00	

**Cost-per-reportable (CPR) HSV**

<b>CPR Part #</b>	<b>Description</b>	<b>Cost per Reportable</b>	<b>Monthly Reporting (Number of Tests Reported)</b>
PRD-03568-CPR	HSV ASSAY, APTIMA, 100T, IVD COST REPORTABLE	\$20.00	

Months Reported: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Purchase Order Number to reference, if needed: \_\_\_\_\_

**Please submit this form by fax by the 10th of each month to Hologic's Customer Service 800-409-7591 or via email at [CustomerSupport@hologic.com](mailto:CustomerSupport@hologic.com).**

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## 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 TARRANT COUNTY PUBLIC HEALTH DEPT "(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 and conditions ("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. 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 in accordance with the Texas Government Code 2251, the "Texas Prompt Payment Act". 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.** FOB Destination. No shipping and/or handling fees will be charged to the Customer.

**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

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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. 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, 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 this 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 right to use 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. 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.** Intentionally Omitted.

**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 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

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

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

**28. Governing Law.** Intentionally Omitted.

**29. Equal Employment Opportunity Policy.** Hologic is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity


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or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

**30. 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.

**31. 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	December 12, 2023
Signature	Date	Signature	Date

PLEASE EMAIL OR FAX COMPLETED AND SIGNED AGREEMENT TO  
[nationalcontracts@hologic.com](mailto:nationalcontracts@hologic.com)  
OR (844) 749-3816

11202023

APPROVED AS TO FORM:

CERTIFICATION OF  
AVAILABLE FUNDS: \$ \_\_\_\_\_

Kimberly Colliet Wesley  
Criminal District Attorney's Office\*

\_\_\_\_\_  
Tarrant County Auditor

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2023-1091012

Date Filed:  
11/03/2023

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Hologic Sales and Service, LLC\*  
Marlborough, MA United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Tarrant County Public Health Department

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Hologic Panther 2023-2028  
Panther System and Associated Assay Kits and Reagents

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.****6 UNSWORN DECLARATION**

My name is Claudia Deutsch, and my date of birth is 10/15/1978.

My address is 10210 Genetic Center Drive, San Diego, CA 92121 USA,  
(street) (city) (state) (zip code) (country)

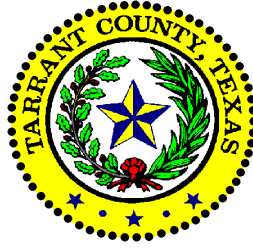
I declare under penalty of perjury that the foregoing is true and correct.

Executed in San Diego County, State of CA, on the 3rd day of November, 20 23.  
(month) (year)

*Claudia Deutsch*

Signature of authorized agent of contracting business entity  
(Declarant)






**Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.**

**Debarment:**

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Douglas Donovan ,VP, US Sales, Dx Solutions (Name)  
Hologic Sales and Service, LLC (Company)  
250 Campus Drive (Address)  
Marlborough, MA 01752 (Address)  
PHONE (508) 263-2900 -- FAX \_\_\_\_\_  
EMAIL DxContracts@hologic.com

 <sup>cd</sup> \_\_\_\_\_ Signature 11/3/2023 \_\_\_\_\_ Date

**Vendor Certification Addendum to Tarrant County Contracts**  
**Entered Into on or After September 1, 2021**  
**Required by New Texas State Laws**  
**[Not required if all contracting parties are governments]**

This Addendum relates to the following contract:     Hologic Panther Equipment Usage Contract

**FISCAL FUNDING ACKNOWLEDGMENT**

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

**LEGAL COMPLIANCE**

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

☐ Vendor is EXEMPT from Certification as set out above.

☒ Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

  
Signature of Certifying Person

Douglas Donovan

Printed Name of Certifying Person

VP, US Sales, Diagnostic Division

Title of Certifying Person

Hologic Sales and Service, LLC  
Name of Vendor Company

11/3/2023  
Date Certified