



DIGITAL PATHOLOGY AND WORKFLOW SOFTWARE MAINTENANCE TERMS

These Digital Pathology and Workflow Software Maintenance terms (“Agreement” or “SMA”) detail coverage by and between Roche Diagnostic Corporation (“Roche”) and Customer / Licensee (“Licensee”). The Digital Pathology and Workflow (“DP&W”) consists of and includes the following software: VANTAGE, Virtuoso, VENTANA Connect, and Vector or software LIS Components (each a “System”).

1. GENERAL COVERAGE TERMS

- 1.1. **Service Coverage.** Customer must contact Roche Customer Support Center phone at 1-800-227-2155, available 24 x 7, to report service issues. Unlimited remote support by Roche global support resources, when escalated by Customer Support Center, is available Monday through Friday, 8 AM – 5 PM AZ time.
- 1.2. **Maintenance and Updates.** Roche will maintain the System by providing software Updates (defined below) and enhancements to Licensee. All software Updates and enhancements provided to Licensee by Roche shall also be subject to the terms and conditions of the Software License Agreement then in effect between the parties. Updates will be provided on an as-available basis and include the items listed below (collectively “Updates”):
 - (1) Software defect patches and updates,
 - (2) Performance enhancements to Covered Software,
 - (3) Enhancements to keep current with releases, includes third-party software provided by Roche but does not include hardware vendor operating systems and other system software.
 - (4) Select additional web dashboard elements, reports, and other informatics-based functionality,
 - (5) Minor software releases (“Dot Releases”) providing additional software functionality to the system, and
 - (6) Updates to the current configuration of the System.

Updates **do not** include additional modules that are not configured with the current system.

Software patches and Updates will either be installed by Roche or provided along with detailed installation instructions, and release notes, as needed. Software patches and Updates may be downloaded to the server automatically or manually. Communication of all available Updates will be provided to Licensee. If requested, Roche will provide on-site assistance in the installation of Updates on a time and materials basis, plus expenses.

- 1.3. **Service and Repair:** An authorized Roche Service Representative will provide service and repair of the System according to the provisions of the service plan purchased during the term of this Agreement.
- 1.4. **Previous Releases.** Roche will provide support services for previous releases for a minimum period of one (1 year following the general availability of a new release or software update. After this time, Roche shall have no further responsibility for supporting and maintaining the prior releases.
- 1.5. **Inspection and Certification:** Prior to accepting System for coverage under a service plan, Roche reserves the right to inspect and certify that the System is functioning properly. All Systems must meet current performance standards and must be operated in an environment and configuration acceptable to Roche. Service (parts, labor and travel) required to bring the System to performance standards acceptable to Roche are not covered by the plans. This service must be authorized by the Customer and paid for prior to commencing service plan coverage. The cost for such service (parts, labor and travel) provided to the Customer will be invoiced at the rates in effect at the time service is provided. Systems covered under the product warranty issued at the time of purchase by Customer may be converted to service plan coverage without pre-inspection by Roche. Systems covered under a valid service agreement are exempt from a pre-inspection if renewing service plan.
- 1.6. **Shipping:** Roche will pay shipping and handling charges to ship parts and/or replacement System(s) to Customers within the United States covered under this Agreement provided the Customer has complied with the provisions of Section 2 (Customer Responsibilities).
- 1.7. **Limitations.** Roche assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the System Software if the Licensee has made changes to the System hardware/software configuration or modifications to any supplied source code which changes effect the performance of the System Software and were made without prior notification and written approval by Roche. **ROCHE ASSUMES NO RESPONSIBILITY FOR THE OPERATION OR PERFORMANCE OF ANY LICENSEE-WRITTEN OR THIRD-PARTY APPLICATION.**
- 1.8. **Additional License Fees.** Should Customer add additional properties resulting in additional license fees Software maintenance fees may be adjusted to reflect the increased usage.

2. CUSTOMER RESPONSIBILITIES

- 2.1 Customer shall be responsible for maintaining the proper environment, including utilities and site requirements, for the System(s)
- 2.2 Customer agrees not to alter the System(s) or use any repair parts other than those supplied or specified by Roche.
- 2.3 Customer agrees to have the System(s) operated at all times in accordance with the Operator's Manual by, or under the direct supervision of a certified operator who has attended the Roche Training Course or was trained on-site by a qualified Roche representative.
- 2.4 Customer is responsible for relocating System in accordance with service plan purchased, but must contact the Roche Customer Support Center for instructions. Upon request, Roche will prepare the System for relocation and re-certify System installation for a fee. Roche personnel are not responsible for packaging or transporting the System.
- 2.5 Customer agrees to troubleshoot all reported issues with representatives of Roche Customer Support. Failure to provide requested information or perform troubleshooting procedures as directed may result in remote support or dispatch delays.
- 2.6 Customer agrees to provide both physical and remote access to the System by the authorized Roche Service Representative for all repair and other maintenance visits.
- 2.7 Customer shall provide an internet enabled connection and shall host software provided by Roche to remotely access the necessary System(s) for the purpose of installation, troubleshooting, and software updates. Roche shall not be obligated to provide services contracted for hereunder if customer fails to comply with this section.

3. SERVICE EXCLUSIONS

The service plan covers System repair and maintenance that result from normal operational use and Roche will not be obligated to perform service or make repairs to the System(s) or any other parts thereof, which in Roche's sole judgment have been damaged by accident, the elements, environmental or operational conditions, failure of electrical power, Acts of Nature, the use of unauthorized parts, software (including screensavers or other non-Roche software) or reagents, repairs by other than an authorized Roche Service Representative operator failure to perform standard operating procedures including routine maintenance or Customer negligence.

- 3.1. Work performed by Roche on the System(s) for such causes shall be billed to the Customer separately from this Agreement at Roche prevailing rates for labor, travel, parts and expenses.
- 3.2. Maintenance services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any third party software systems not provided by Roche or hardware vendor operating systems; (4) training; (5) out-of-pocket and reasonable expenses, including hardware and related supplies; (6) Per Call Support, (7) Time and Materials Services or, (8) Access.

4. WARRANTY AND LIMITATION OF LIABILITY

- 4.1 Roche will not be held liable for the loss of consumables due to System failure.
- 4.2 Subject to the exclusions set forth in Section 3 above, parts supplied by Roche hereunder are warranted against defects in material and workmanship for 90 days from the date of replacement. Roche shall replace parts and assemblies with new or certified used parts and assemblies. Roche sole responsibility under this warranty shall be to repair or replace parts found to be defective during the specified term. This warranty shall not be deemed to have failed of its essential purpose as long as Roche is willing and able to repair or replace any non-conforming system or part covered by the service plan selected by the Customer.