

1. **ROCHE REMOTE ACCESS SERVICE:** Remote access by Roche is for the purpose of installation, troubleshooting, software updates, and support. Customer shall provide and secure an Internet enabled connection with specific access to the Roche remote diagnostic IP addresses and shall host Roche remote diagnostic software on the Roche systems. Customer shall be responsible for approving or gating remote connections to the systems. For Customer provided systems Customer shall provide Roche with a vendor or generic login having local administrative rights, not tied to a specific Roche employee for the purpose of installation and support. Identification of the specific Roche individual accessing the system will be documented and retained in the Roche CRM package. Roche will provide such documentation upon Customer request. Trending data (e.g., error log files, voltages, equipment diagnostics checks, and system information which may include aggregated tests ran, results and trending dates), which can be used for service and support analytics, as well as supply and allocation assessments. Trending data may be routinely collected by Roche, utilizing Roche remote diagnostics. The collected data does not contain directly identifiable patient information. Roche will have no obligation to alert or notify Customer of any issues or problems arising in connection with any Equipment which are or would have been discernable from a study or review of any data obtained from the Equipment. If Customer does not meet its obligations under this section, Roche reserves the right to bill Customer for all on-site installation, troubleshooting, or reinstallation of software services at Roche's standard rates for service/repairs, including travel expenses.
2. **BILLING AND PAYMENT:** Roche will bill Customer for Service at the beginning of each service period. Payment terms shall be net thirty (30) days from date of invoice. Failure to pay invoices when due may result in refusal to provide Services, cash in advance payment terms and/or being notified by Roche that Customer is in Default. All applicable taxes will be added to invoices.
3. **LIMITED WARRANTY:** Roche warrants that the Services provided will be free from defects in workmanship for a period of 30 days from the date of the Services. THE LIMITED WARRANTY SET FORTH IN THIS SECTION WILL BE IN LIEU OF, AND ROCHE EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ROCHE BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.
4. **EARLY TERMINATION:** Customer may terminate this Agreement at any time by giving Roche at least ninety (90) days' advance written notice and paying Roche 1/6th of the pro-rated value of the remaining term (from the effective date of termination) of this Agreement; except that, if Customer upgrades any piece of Equipment included in this Agreement to a new piece of Roche Equipment, Customer may cancel the remaining term of this Agreement with respect to the Equipment that was upgraded, effective as of the applicable commencement date of the new Equipment, without any requirement to pay Roche 1/6th of the pro-rated value of the remaining term applicable to the equipment that was upgraded. All of Customer's obligations must be current to terminate this Agreement prior to completion of the Term.
5. **DEFAULT:** A party is in default under this Agreement if: (a) such party does not perform any of its obligations under this Agreement and this failure continues for 15 days after written notification of such failure;(b) such party notifies the other party that it does not intend to perform its obligations under this Agreement; (c) such party becomes insolvent, dissolves or is dissolved, assigns its assets for the benefit of creditors or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding or admits in writing its inability to pay its debts.
6. **REMEDIES:**
 - a. **Roche Default:** If Roche defaults, Customer may (i) terminate this Agreement, with Roche remaining liable for all obligations which have not yet been met under this Agreement and (ii) exercise any and all other remedies available at law or in equity. Customer will remain obligated to pay all sums owed to Roche prior to the date of Customer's termination.
 - b. **Customer Default:** If Customer defaults, Roche may (1) require Customer to pay the sum of any remaining payments for Services; (2) terminate this Agreement and collect all amounts owing under this Agreement (the "Outstanding Balance"); and (3) exercise any and all other remedies available at law or in equity. In the event Roche exercises its right to terminate this Agreement and begins collection efforts against Customer, Roche may include a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less, on the Outstanding Balance.
 - c. **Cumulative Remedies:** All of the remedies available are cumulative and may be exercised in any order.

d. Other Expenses: The defaulting party agrees to reimburse the non-defaulting party for all costs, expenses and damages, including reasonable attorney's fees and all other expenses of collection incurred by the non-defaulting party.

7. **ENTIRE AGREEMENT:** Customer agrees that the terms and conditions in this Agreement make up the entire agreement between Customer and Roche with respect to the subject matter contained herein unless expressly agreed to by the parties. In the event of a conflict between this Agreement and other agreements (including a purchase order) this Agreement will control; provided however, to the extent Customer had previous service coverage on the Equipment, in the event of a conflict between this Agreement and the agreement pursuant to which that coverage was provided, the prior agreement will control.
8. **GOVERNING LAW/JURY WAIVER:** Both parties agree that the laws of the State of Indiana will govern this Agreement. Each party expressly waives its rights to trial by jury.
9. **NOTICES:** Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, when delivered in person or by nationally recognized overnight courier service (costs prepaid); (b) on the date of receipt, if sent by a PDF image sent by email or other electronic transmission (with delivery confirmed); or (c) on the date received or rejected by the addressee, if sent by first class certified mail, return receipt requested (or its equivalent). All notices will be addressed to the party receiving the notice at its address shown on the face of this Agreement and marked Attn: Law Department.
10. **ASSIGNMENT:** Customer may not assign, sell or transfer Customer's interest in this Agreement without Roche's prior written consent which will not be unreasonably withheld. Roche may, with written notice to Customer, sell assign or transfer this Agreement.
11. **SURVIVAL:** Each party's rights will survive the term of this Agreement.
12. **FORCE MAJEURE:** Either party's obligations under this Agreement will be suspended in the event that a party is hindered or prevented from complying with its obligations (other than the obligation to pay money) because of labor disputes, hurricanes, earthquakes, floods, or other acts of God, war, terrorism or any other condition beyond the party's reasonable control.
13. **WAIVER:** If either party delays or fails to enforce any of its rights under this Agreement, such party will be able to enforce its rights at a later time.