## **Hologic Standard Purchase Order Terms and Conditions**

- ACCEPTANCE: These Terms and Conditions, and the terms of the applicable Purchase Order, which are expressly incorporated herein (together, the "Order"), consist of an offer by Hologic to the Seller with respect to the Products ("Products") and Services ("Services") provided set forth herein, and shall become a binding contract upon acceptance either by acknowledgement or performance by Seller. This Order constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, writings and discussions between the Parties relating to said subject matter unless a separate mutually negotiated agreement has been executed by the Parties, in which case the agreement terms shall supersede any terms in this Order. Additional or different terms communicated to Hologic before the commencement of performance by Seller or in an acceptance by Seller shall be void and of no effect and will not become part of this Order unless agreed to in writing by Hologic. In the event of a conflict between the terms of Hologic's Purchase Order and the Terms and Conditions set forth herein, these Terms and Conditions shall govern. This Order may only be amended by a written amendment executed by both Parties.
- 2. CHANGES: Hologic shall have the right, by written notice, to suspend work at any time before completion of the Order, or to make changes in quantities, draw specifications, delivery schedules and methods of shipment and packaging. If such suspension or changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be negotiated promptly and the Order shall be modified in writing accordingly. Any claim for adjustment must be asserted by the Seller in writing within fifteen (15) days from the date the Order is changed. Requested adjustments shall not be binding upon Hologic unless evidenced by a revised Order issued in writing from Hologic. The Seller agrees not to change specifications, materials, part numbers, or the size or description of requested items or Services without prior notification to, and written authorization from, Hologic.
- PRICE: In the event that the price specified includes the payment of or allowance for any transportation charges by Seller (which shall be itemized separately in each invoice), Hologic shall be charged with any increase or credited with any decrease in such transportation charges caused by changes in the rates for such transportation in effect on the date of shipment; provided, however, that no increase in price shall be effective without the prior written approval of Hologic. Furthermore, in the event any Products ordered require, in connection with the installation thereof, the Services of a supervisor, expert or other employee connected with or employed by the Seller, Seller agrees to furnish the same without charge. Seller warrants that the prices quoted in this Order are not greater than those currently charged any other buyer for similar quantities of Products or Services. Any price reduction extended to others by Seller prior to delivery shall also be extended to Hologic. All local, state and federal excise, sales and use taxes, when applicable, shall be stated separately on Seller's invoice. All drawback of duties and rights thereto related to duties paid by Seller or Hologic upon importation of the Products into the customs territory of the United States that enter into the manufacture of goods or are otherwise subsequently exported from the United States shall accrue to the exclusive benefit of Hologic. Seller agrees to provide Hologic with all documents, records, and other supporting information necessary to obtain any such duty drawback and agrees to reasonably cooperate with Hologic to obtain such payment.
- 4. PAYMENT: Payment shall be made by Hologic in accordance with the payment terms stated on the Order. In the event that no payment terms are specified or Order, Hologic shall pay all undisputed invoices within sixty (60) days of receipt of the undisputed invoice.
- 5. DELIVERY: Seller shall be responsible for secure packing of Products to ensure that they arrive at Hologic undamaged. No charges will be allowed for packin crating, freight, express or cartage unless specified. Seller agrees to comply with any special instructions as to routings, shipping, and destinations as given to Seller by Hologic. Time, rate and manner of deliveries are of the essence of this Order. Products shall be shipped in accordance with the INCOTERMS stated on the Order and shall be delivered to a location designated by Hologic in the Order by a carrier selected by Hologic, unless otherwise specified by Hologic in the Order. Seller shall include in each shipment of Product to Hologic, a certificate stating that it has complied with the Product specifications provided by Hologic as required. Hologic also reserves the right to refuse shipments not conforming to the schedule of deliveries appearing on the face of the Order. Product shipped in excess of the quantity designated may be returned at Seller's expense. Seller shall notify Hologic immediately if and when any delay in performance has occurred or is expected to occur in connection with any Order.
- 6. QUALITY AND INSPECTION: Seller agrees to participate in Hologic's supplier quality and development program(s). Hologic shall have the right to inspect a test any Products before acceptance and reserves the right to reject and receive full credit of the purchase price for any Products or Services which are, upon delivery, defective as to material, workmanship, fabrication, quality or which are not in conformity with the specifications, drawings, or samples approved by Hologic or Seller's representations or warranties, express or implied. Hologic may charge Seller for the cost of inspecting and/or rework of rejected Products and all related transportation charges. Seller will immediately, upon receipt of written instructions by Hologic (i) replace all rejected materials, including material damaged because of unsatisfactory packaging by Seller, (ii) re-perform all rejected Services, and/or (iii) cure all defects in Products or Services, all at Seller's expense. Rejected Products may be returned to Seller or held by Hologic at Seller's risk and expense. Payment for any Products shall not be deemed acceptance of the Products.
- 7. RECALLS: In the event any governmental agency having jurisdiction requests or orders any corrective action with respect to any Product (or any finished prod containing or contained in any Product), including any recall, corrective action or market action (collectively "Recall"), Seller shall immediately notify Hologic in writing and shall advise Hologic of the reasons underlying its determination that a Recall may be warranted. In addition, Hologic may require Seller to undertake a Recall. The Parties shall consult with each other as to any action to be taken regarding such Recall and Hologic may audit Seller pursuant to such Recall. Seller shall pay Hologic for any and all costs and expenses of such Recall, including without limitation, costs of notifying customers, customer refunds, costs of returning Products, lost profits, and other expenses incurred to meet obligations to third parties that was occasioned by the failure of the Product(s) to meet Specifications, including any remedies available to Hologic as provided by law.
- 8. INSURANCE: Seller shall obtain and keep in force for three (3) years after the last delivery under this Order, general comprehensive liability insurance coverir each occurrence of bodily injury and property damage in an amount equal to the volume of annual sales or such amounts as determined by Hologic, whichever is greater, combined single limit with special endorsements providing coverage for: a) products and completed Operations Liability; b) Blanket Broad Form Sellers Liability; and c) Blanket Contractual Liability. If Services are performed under this Order on Hologic's premises, Seller shall also obtain Premises-Operations, Personal Injury and Independent Contractors Protective Liability endorsements, and shall further obtain Workers' compensation, Employer's Liability, and Automobile Liability Insurance coverage in amounts acceptable to Hologic. Seller shall have an ongoing obligation to furnish Hologic with a Certificate of Insurance evidencing the required insurance coverage for all periods covered by this Order. All policies (except Workers' Compensation) will name Hologic, its officers, and employees as additional insureds.
- WARRANTY: Seller expressly warrants that the Products or Services provided shall be merchantable, shall conform to the Order, to specifications, drawings, other descriptions referred to in the Order, and to any accepted samples; shall be free from defects in materials and workmanship; shall be free from defects in design, and shall be fit and safe for the intended purposes. Seller warrants that it has clear title to the Products delivered to Hologic and the Products and Services shall be delivered free of liens and encumbrances. Seller also warrants there are no royalties, fees, or other payments payable to a third party, or license required from a third party to use the Products or Services provided and nothing provided hereunder shall hinder Hologic's ability to commercialize Hologic products. Seller represents and warrants that the Products and Services do not infringe any Intellectual Property Rights (defined in Section 11.2) of any third party. Seller also warrants that, if applicable, the Products: i) are not adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended (the "Act"), or within the meaning of any applicable statute or municipal law in which the definitions of "adulteration" and "misbranding" are substantially identical with those contained in the Act; ii) are not Products which may not, under the provisions of Sections 404, 505, 515, or 516 of the Act, be introduced into interstate commerce, or which may not, under substantially similar provisions of any state or municipal law, be introduced in commerce; and iii) are in full compliance with all applicable laws and regulations. All of these warranties and other warranties as may be prescribed by law shall extend to Hologic, its successors, assigns, and customers and to users of the Products or Services and shall run through any expiration date stated on the Products, or, if no expiration date is stated, then for a period of one (1) year after delivery.
- 10. INGREDIENTS AND SOURCE DISCLOSURE AND SPECIAL WARNINGS AND MARKINGS: Seller must promptly furnish to Hologic: (a) a list of all ingredients in the Products purchased hereunder and separately identify any ingredients that are banned or must be declared under applicable laws; (b) the amount and sources of all ingredients in order for Hologic to be able to identify the original source of the ingredients accurately; and (c) information concerning any changes from time to time in or additions to such ingredients and/or sources. Prior to and also with all shipments, Seller shall furnish to Hologic clear warning and notice in writing (including appropriate labels on Products, containers and packing) of any hazardous material which is an ingredient or a part of any of the Products, together with such special handling instructions as may be necessary to advise carrier, Hologic, and their respective employees of how to avoid bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Products, containers and packaging shipped to Hologic.

#### 11. CONFIDENTIALITY AND OWNERSHIP:

- Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Hologic, any material, tooling, dies, drawings, designs, patterns, equ or other property or information furnished by Hologic ("Material") without Hologic's prior written approval. Hologic shall retain title at all times to the Material and Seller agrees that title to such Material shall not be affected by incorporation in or attachment to any other property. Where practicable the Material shall be clearly marked or tagged to indicate this ownership. Seller shall bear the risk of loss or damage to the Material until it is returned to Hologic. All Material whether or not spoiled or used, including all copies or derivatives thereof, shall be returned to Hologic at termination or completion of this Order unless Hologic shall otherwise direct. Except to the extent required by law, Seller shall make no reference, advertisement, or promotion regarding Hologic or Hologic's purchase or use of the Products or Services covered by this Order without the prior written consent of Hologic.
- Hologic is the sole and exclusive owner of all Products developed or provided by Seller in conformance with or derived from Hologic Material under tl Order. In furtherance thereof, Seller irrevocably assigns and transfers to Hologic all of its worldwide rights and title to, and interest in, the Products, including all associated Intellectual Property Rights. Intellectual Property Rights means any and all tangible and intangible: (i) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights; (iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- Notwithstanding Section 11.2, Seller hereby grants to Hologic a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide, transferable, sub-licensable license to any Intellectual Property Rights in the Products or Services which arose outside the scope of this Order to the extent necessary for Hologic to exercise its rights in the Products or Services as reasonably contemplated by this Order.
- Seller grants to Hologic a non-exclusive, fully-paid, worldwide, royalty-free, irrevocable, perpetual, transferable, and sub-licenseable license to any Int Property Rights in Products or Services which are necessary for Hologic to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) the Products or Services.
- 12. MATERIALS FURNISHED BY HOLOGIC: Seller shall use Material furnished by Hologic only in the performance of this Order.
- 13. TERMINATION: Hologic may terminate this Order, in whole or in part, without liability: if Hologic anticipates Seller's breach of this Order and Seller does no provide adequate assurance of its performance within fifteen (15) days of Hologic's request; if deliveries are not made at the time, or in the quantities specified; or in the event of a breach or failure by Seller to meet any other terms of this Order. This right shall be in addition to any other remedies provided by law. Notwithstanding the foregoing, Hologic may terminate this Order, in whole or in part, at any time for convenience by notice to Seller in writing. Seller's sole compensation for such termination shall be payment by Hologic of the percentage of the total Order price corresponding to the proportion of work completed in filling the Order prior to such notice, plus any reasonable expenses incurred by Seller in terminating orders and work in progress. Such termination claim must be submitted to Hologic within sixty (60) days of the date that title to materials, work-in-progress, finished products, plans, drawings, specifications, information, special tooling and any other items for which Seller may submit a claim shall vest in Hologic, and Seller shall promptly deliver these items to Hologic and take all necessary action to protect such property prior to such delivery.
- 14. INSOLVENCY: Hologic may immediately cancel this Order without liability to Seller in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of an involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; (e) or execution of an assignment for the benefit of creditors by Seller.
- 15. CONTINGENCIES: Neither party hereto shall be liable for default or delay in performing its obligations if caused by fire, strike, riot, war, act of God, delay of carriers, governmental order or regulation, complete or partial plant shut down due to the insufficiency of raw materials or power, and/or any other similar occurrence providing such event is beyond the reasonable control of the party so defaulting or delaying. In the event of such a failure to perform, Hologic shall have the option to terminate this Order, without liability to the Seller (except for raw materials specifically purchased by Seller for Hologic), if such failure to perform shall continue for more than thirty (30) business days or such other time period as agreed upon by the parties in writing.
- 16. REMEDIES: The rights and remedies of Hologic set forth in this Order are not exclusive and are in addition to all other rights and remedies of Hologic, whethe law or equity.
- 17. SET-OFF: Seller agrees that Hologic shall have the right to set-off against any amounts which may become payable by Hologic to Seller under this Order or otherwise, any amounts which Seller may owe Hologic, whether arising under this Order or otherwise.
- INDEMNIFICATION: Seller shall defend, indemnify and hold Hologic, its successors, assigns, employees, customers, and users of the Products or Services, harmless with respect to all claims, liability, damage, loss and expenses, including attorney's fees, incurred relating to or caused by: a) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale or use of the Products or Services covered by this Order, including any violation of nondisclosure obligations; b) actual or alleged defects in the Services or in the design (if applicable), manufacture, or material of the Products (unless supplied by Hologic); c) actual or alleged breach of warranty; d) failure of the Seller to deliver the Products or Services on a timely basis; e) the acts or omissions of Seller, its agents, employees, or subcontractors; or f) failure of the Products or Services to meet the requirements of applicable law, including without limitation the following statutes: Federal Food, Drug, and Cosmetic Act; Federal Hazardous Substances Act; Fair Packaging and Labeling Act; Federal Trade Commission Improvement Act; Occupational Safety and Health Act of 1970; Fair Labor Standards Act; and the Equal Employment Opportunity Act. In the event of a claim under this paragraph, Hologic may, at its option, terminate this Order or defer acceptance of the balance of the Products or Services ordered until the claim is resolved. If Hologic is enjoined from use of the Products, Seller shall, at Hologic's option, either procure for Hologic the right to continue using the Products, replace the Products with substantially equivalent Products, or modify the Products so as to be non-infringing and usable by Hologic, or repurchase the Products at the price set forth in this Order. This paragraph shall not be construed to indemnify Hologic for any loss to the extent it is attributable to Hologic's design, specification, or negligence. Further, Seller agrees to maintain the confidentially
- 19. LIMIT OF LIABILITY: Hologic shall not be liable for any special, incidental, punitive, exemplary or consequential losses, damages or expenses directly or indirectly arising from the Services furnished or Products purchased and used by Hologic, or from any cause related thereto; with the exception of any personal injury or death that is the direct result of Hologic's negligence or intentionally wrongful acts or omissions. In no event shall Hologic be 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 paid by Hologic for the Products or Services provided herein.
- 20. PROHIBITION AGAINST GIFTS: Seller warrants that it has not offered or given and will not offer or give to any employee or representative of Hologic any gratuity, gift or other item of value with a view toward securing any business from Hologic or influencing such person with respect to the terms, conditions, or performance of any contract with Hologic. Any breach of this warranty shall be a material breach of this Order.

- 21. ASSIGNMENT, SUBCONTRACTS AND WAIVER: Seller agrees that it will not assign this Order or subcontract any of the completed Products or Services required by this Order, without prior written approval of Hologic. Hologic may assign this Order to any entity it controls, is controlled by or that is under common control with, now or in the future, or which succeeds to its business through a sale, merger or other corporate transaction. No waiver by either party of any breach of any of these Terms and Conditions shall be construed as a waiver of any subsequent breach of any other term or condition set forth herein.
- INDEPENDENT CONTRACTOR: It is the intention of the parties that, in carrying out its obligations under this Order, Seller and its agents and employees sha all times be acting as and be deemed to be independent contractors of Hologic. No provision of this Order is intended to create, or shall be deemed or construed to create, any relationship between the parties other than that of separate legal entities contracting with each other solely for the purpose of effectuating the provisions of this Order. Seller shall not bind Hologic to any agreement, liability, or obligation of any nature. Seller shall assume sole responsibility for payment of wages to all healthcare and other professionals and be responsible for withholding all federal and state taxes, social security taxes, unemployment insurance, and maintaining workers' compensation coverage. Seller on its behalf and on behalf of its affiliates and their respective employees, contractors, subcontractors, agents, and representatives shall defend, indemnify, and hold Hologic, its affiliates and their respective directors, officers, employees, contractors, subcontractors, agents, and representatives sharmless from and against any and all costs, liabilities, damages, fees, or expenses whatsoever arising from or related to any and all claims for: (i) any work-related injury or disability, except for claims of injury resulting from Hologic's negligent or wrongful acts or omissions; or (ii) any claim regarding fringe benefits, unemployment compensation, minimum wage laws, income tax withholding, social security, or any other federal, state, or local taxes, benefits, or contributions.
- 23. COMPLIANCE WITH LAW: It is the policy of Hologic that its business shall be conducted in accordance with all applicable laws of the United States and for jurisdictions, and in a manner that will always reflect a high standard of ethics. Seller represents and warrants that the Products to be furnished under this Order shall be manufactured, sold and used in full compliance with all relevant U.S. Federal, State and foreign laws and regulations, including, but not limited to, the following as may be amended from time to time: a) conflict minerals laws, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act; b) restriction of Hazardous Substances (RoHS); c) Registration, Evaluation, Authorization and Restriction of Chemicals (REACH); d) Chapter II, Section 10.4 of Annex I to Regulation (EU) No 2017/745; e) Foreign Corrupt Practices Act and Anti-boycott regulations; f) U.S. Export Administration Regulations; g) economic sanctions of the territories doing business, including the U.S.; and h) Free Trade Agreement determination and certification of eligibility to be provided, when requested, in a timely manner. Without limiting the generality of the foregoing, Seller represents and warrants that no commodity or article listed in the Order that falls within the scope of Section 303(c) of the Federal Food, Drug, and Cosmetic Act will be adulterated or misbranded within the meaning thereof or will be an article or commodity which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce. Seller represents and warrants that its delivery of the products shall comply with all applicable export control, economic sanctions, and import laws, orders, and regulations, and that its delivery shall not cause Hologic to be in violation of any such laws, orders, or regulations. In particular, it is the policy of Hologic that its divisions, foreign subsidiaries, and affiliates and suppliers must only contract with suppliers or other intermediaries who are fully co

Hologic is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide 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 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.

Supplier represents and warrants that neither it, nor any authorized subcontractors or sub-suppliers are engaged in or condoning of the participation in human trafficking activities and are in compliance with all applicable federal, state and foreign labor regulations, including, but not limited to, the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, the UK Modern Slavery Act (2015) or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor.

- 24. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS: Public Law 55-507 as appearing in the Federal Register, Volume 4, No. 92, dated Friday, May 9, 1980, is incorporated herein by this reference and applies to all Orders and subcontracts entered into for the procurement of materials and/or services used in the manufacture of goods supplied to the U.S. Government, unless a specific exemption therefrom is available.
- 25. UTILIZATION OF WOMEN-OWNED BUSINESS CONCERNS: Policy Letter 80-4 as appearing in the Federal Register, Volume 45, No. 92, dated Friday, No. 9, 1980, is incorporated herein by this reference and applies to all Orders and subcontracts entered into for the procurement of materials and/or services used in the manufacture of goods sold to the U.S. Government, unless a specific exemption therefrom is available.
- GOVERNING LAW: Upon execution, these Terms and Conditions, in conjunction with the terms of the Order are considered to be a Massachusetts contract, entered into in Massachusetts, and shall be governed and viewed exclusively under the laws of the Commonwealth of Massachusetts without reference to its conflict of law provisions. The Seller and Hologic specifically agree that any action relating to the relationship between the Parties, these Terms and Conditions, or the Products or Services provided, purchased or licensed hereunder, shall be brought and tried exclusively in the Courts of Massachusetts. Seller hereby waives all objections to, and consents to the jurisdiction of, the Massachusetts Courts. The provision of this paragraph does not imply a waiver of Hologic to submit any controversy to the Courts and under the Laws of the domicile of the Seller and/or the local Hologic entity at the exclusive discretion of Hologic, when the domicile of Seller and/or the local Hologic entity is located outside the United States of America.
- 27. NOTICES: All "notices" provided for in this Order shall be in writing, addressed to the appropriate party at the respective address set forth in this Order or any then-current address of which it has received notice, and delivered in person or by overnight mail or courier, facsimile, or other means providing proof of delivery.

# **Appreciated Supplier**

To ensure that invoices are processed accurately and promptly, please use the descriptions below as a guide for minimum required information on an invoice.

If the invoice IS NOT related to a Purchase Order (P.O); the HOLOGIC <u>CONTACT NAME</u> and E-MAIL responsible for the purchase of the good or service should clearly be present on the invoice; if not the invoice will be returned to the supplier.

### Requirements

- A. Supplier Invoice Number and Invoice Date clearly visible
- B. HOLOGIC Purchase Order Number. If invoice is not related to a Purchase Order; a HOLOGIC contact name and/or e-mail must be clearly visible
- C. Exact HOLOGIC Bill to and Ship to addresses
- D. Supplier Payment Remit to address
- E. If payment is required by Wire or ACH; your complete bank information for electronic transfers
- F. Supplier E-mail contact

### If the invoice does not comply with the items detailed above; it will be returned to the source

#### TO SUBMIT YOUR INVOICES PLEASE SEND AN ELECTRONIC COPY TO:

accounts.payable@hologic.com

This address is for **INVOICES ONLY or any Hologic internal document that require payment**. If any other documentation (statements or inquiries) is sent to this address it might not receive the expected turn around.

# FOR INQUIRIES, QUESTIONS OR STATEMENTS REVIEW please send your email to:

AP.CustomerService@hologic.com

Please allow us 72 hours to respond to your questions or statements review. If you do not receive a response to your inquiries in that period, please feel free to escalate your concerns to:

Carolina Salazar - carolina.salazar@hologic.com (Accounts Payable Team Lead)

Alfredo Vaz - alfredo.vaz@hologic.com (Accounts payable Manager)

250 Campus Drive, Marlborough, MA 01752 Hologic.com Cynosure.com