

## MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Legal Name: LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
Customer Name: LEXINGTON FAYETTE COUNTY  
Address: 600 OLD FRANKFORT CIR  
City, State, Zip: LEXINGTON, KY 40510

Sold to Customer #: 145163

This Master Equipment and Products Agreement ("Agreement") by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the Lexington-Fayette Urban County Government ("LFUCG") is effective as of the date of Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment.

Service. LFUCG is required to pay for the cost of any repairs to the Equipment caused by LFUCG's negligence, abuse or alteration of the Equipment. Siemens is not required to add any design, engineering, or performance change or development into the Equipment after it is delivered to LFUCG.

**1) PURPOSE.** The purpose of this Agreement is to provide general terms and conditions under which Siemens and LFUCG will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of medical diagnostic equipment ("Equipment"), purchase of reagents (or panels), consumables and supplies ("Products") and purchase of Service (as defined in Section 4(b)). Each Supplement shall incorporate the terms and conditions of this Agreement as well as additional terms and conditions relevant to the business transaction between the parties, including the term of the Supplement ("Supplement Term").

**5) TRAINING.** Siemens shall make available and LFUCG shall attend Siemens' Equipment training course as specified in the Supplement.

**2) TERM OF AGREEMENT.** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party in accordance with paragraph 15 of this Agreement.

**6) SHIPPING AND INSTALLATION.** (a) Equipment and Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at <http://usa.healthcare.siemens.com/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network>. LFUCG shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the LFUCG installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) LFUCG will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once LFUCG has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Siemens will install the Equipment at no extra cost and will provide LFUCG with applicable operating manuals.

**3) COMMITMENT.** LFUCG agrees to make sufficient purchases on a periodic basis during each year of the Supplement Term to meet the minimum annual purchase commitment identified in each Supplement ("Commitment Amount"). LFUCG will make purchases to meet the Commitment Amount by ordering a minimum dollar amount of the Products identified on each Supplement or, if cost-per-patient-reported (CPPR) pricing is applicable, by generating a minimum number of results. Pricing is set forth in each Supplement and includes a discount based on LFUCG's Commitment Amount.

**7) WARRANTY.** Siemens warrants to LFUCG that the Equipment shall be free from defects in material and workmanship and conform to the manufacturer's specifications when delivered. Any claim for breach of this warranty, if any, must be made in writing within one (1) year of the delivery of the Equipment. LFUCG's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

**4) EQUIPMENT MAINTENANCE AND SERVICE.** (a) Equipment Maintenance. LFUCG is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Additionally, LFUCG shall (i) not relocate or make alterations to the Equipment without the prior written consent of Siemens, (ii) use the Equipment solely for LFUCG's business purposes and own use and in accordance with the Instructions For Use, and (iii) provide reasonable access to Siemens and its agents to inspect the Equipment.

Siemens warrants to LFUCG that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. LFUCG's exclusive remedy for breach of this warranty shall be the replacement of such Products.

(b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits ("Service"). If Service is specified on a Supplement, Siemens will provide Service in accordance with the type of service and for the period of time (the "Service Period") that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) LFUCG's failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment's internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Siemens is not responsible for providing Service, LFUCG will be responsible for all Service, and for any damage resulting from such

Siemens also warrants that the use of the Equipment and Products in the form delivered to LFUCG and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Equipment or Products in combination with any other product or equipment not approved by Siemens. LFUCG's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 16 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT OR PRODUCTS

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 18, below) will be responsible to LFUCG for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens.

**8) RISK OF LOSS AND INSURANCE.** (a) LFUCG shall be responsible for the entire amount of any loss or damage to the Equipment from whatever cause after the delivery of the Equipment, except for ordinary wear and tear. Customer shall promptly notify Siemens of any loss or damage to the Equipment. (b) LFUCG is a self-insured entity. Should the amount of self-insurance fall below the level that was maintained on the Effective Date of this Agreement, Siemens, with thirty (30) days' notice, may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements.

**9) TITLE TO EQUIPMENT.** Siemens is the owner of and shall retain title to the Equipment. LFUCG shall not permit or allow any attachment, lien, security interest, or other encumbrance to be filed against the Equipment by any individual or entity other than Siemens or its Assignees. If, however, any Supplement is deemed a lease for purpose of security, LFUCG hereby grants to Siemens to secure all payments and other obligations of LFUCG to Siemens under the Supplement, a purchase money security interest in the Equipment covered by such Supplement together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds). LFUCG shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment. LFUCG AUTHORIZES SIEMENS TO FILE (WITHOUT LFUCG'S SIGNATURE), BOTH BEFORE AND/OR AFTER THE DATE OF A SUPPLEMENT AND IN ANY FILING OFFICE(S) THAT SIEMENS DETERMINES APPROPRIATE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

**10) TAXES.** LFUCG is responsible for and will pay all sales, use and property taxes assessed on the possession, ownership, service, sale or use of the Equipment or Products under a Supplement (collectively, "Taxes"). If Siemens is billed directly by the taxing authority for such Taxes, Siemens shall initially pay such Taxes and subsequently re-bill LFUCG. If LFUCG pays such Taxes directly, then copies of the receipted tax bills or other evidence of payment shall be provided to Siemens upon request.

In the event that LFUCG is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) LFUCG maintains a valid tax exemption certificate throughout the term of this Agreement; (b) LFUCG provides Siemens with a copy of such certificate; and (c) such tax exemption is allowable and transferable to Siemens, then Siemens will not pay the Exempt Taxes and will not seek reimbursement from LFUCG for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, LFUCG will remain responsible for such Taxes.

**11) PAYMENT.** All invoices are due and payable within thirty (30) days of the date of invoice.

**12) PRICE ADJUSTMENTS.** Siemens may increase the prices for Products as specified in the Supplement.

**13) COMPLIANCE.** At Siemens' discretion, but no less frequently than annually, Siemens may periodically review whether LFUCG has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If LFUCG's purchases for the period under review are insufficient to satisfy the minimum Commitment Amount, then such deficit will be considered a "Shortfall" to meeting the Commitment Amount. In the event of a Shortfall, Siemens, in addition to such other rights as are available by law, reserves the right to compensate for the Shortfall by taking one or more of the following actions: a) immediately implement a price increase for any and all Products for any subsequent period and/or b) invoice LFUCG for all or part of the Shortfall and/or c) extend the Supplement Term and/or d) terminate the Supplement pursuant to Section 15(a).

**14) SOFTWARE.** For Equipment containing software, no title, right or interest in the software is transferred to LFUCG except as expressly provided herein. The software component of the Equipment is licensed to LFUCG only for its own use of the Equipment. The software may not be disclosed or distributed in whole or in part to third parties or duplicated in any form or medium except as necessary for program execution or archival storage. Further, LFUCG shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

Notwithstanding the above terms, any open source software contained in the software component of the Equipment is licensed under the license terms applicable to that software. Where required by the specific license terms, Siemens will make the source code for such open source software available upon request from LFUCG in accordance with the terms of the relevant open source license. Notices and licensing information regarding such open source software are provided in the documentation associated with the Equipment, whether resident in the Equipment itself or in other form.

**15) TERMINATION.** (a) Siemens Termination for Default. If Customer Defaults (as defined below) under this Agreement or a Supplement and does not cure such Default within thirty (30) days after Customer has received notice of such Default from Siemens, Siemens may in its discretion and without further liability, terminate the applicable Supplement or may terminate this Agreement together with all Supplements. In the event of such termination, Customer shall be responsible for paying the Termination Amount in Section 15(b). A Default is deemed to have occurred if Customer: (i) fails to make a payment when due; (ii) fails to complete any Supplement Term; (iii) becomes insolvent; (iv) ceases doing business; (v) assigns the Equipment lease or this Agreement for the benefit of creditors; (vi) appoints a trustee or receiver for Customer or for a substantial part of Customer's property, or initiates any proceeding under bankruptcy law by or against Customer; (vii) attempts, without Siemens' prior written consent, to remove, sell, assign, transfer, grant a lien in, sublease or part with possession of the Equipment; or (viii) fails to comply with any requirement of this Agreement or a Supplement.

(b) Effects of Termination. In the event of a termination under Section 15(a), Customer shall be obligated to pay to Siemens (i) any unpaid principal balance on the Equipment and applicable taxes, as determined by Siemens, plus (ii) all other amounts due and unpaid, (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (ii) results in any redundancy, Customer will only be responsible for paying each amount one time. Customer shall permit Siemens or its agents to enter the Premises and immediately recover possession of any Equipment covered by the terminated Supplement and take any other appropriate legal steps. Siemens may also sell, lease, transfer or otherwise dispose of the Equipment at one or more public or private dispositions without advertisement or notice except as required by law upon such terms and at such place as Siemens may deem advisable, and Siemens may be the purchaser at any such sale (if any such notice is required, Siemens and the Customer agree that ten (10) days notice shall be deemed to be commercially reasonable). Termination pursuant to Section 15(a) does not relieve Customer of

any of its obligations under this Agreement or any Supplement including, but not limited to, payment of the Termination Amount in this Section 15(b).

#### A. Termination for Cause by LFUCG

(1) LFUCG may terminate this Agreement because of Siemens's failure to perform its contractual duties

(2) If Siemens is determined to be in default, LFUCG shall notify Siemens of the determination in writing, providing thirty (30) days for Siemens to cure the identified deficiencies. LFUCG may proceed with termination if Siemens fails to cure the deficiencies within the specified time.

(3) A default in performance by Siemens for which the Agreement may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the Agreement according to its terms, conditions and specifications;
- (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (c) The filing of a bankruptcy petition by or against Siemens; or
- (d) Actions that endanger the health, safety or welfare of LFUCG or its citizens.

#### B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this Agreement at will in accordance with the law upon providing thirty (30) days prior written notice of that intent. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

#### 16) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) It is understood and agreed by the parties that in no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by LFUCG under the particular Supplement giving rise to such loss or damage, up to two (2) times the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred. The foregoing limitation of liability shall not apply to (i) claims for bodily injury to persons (including death) or damages to real or tangible personal property to the extent caused by or resulting from or arising from a product defect or the negligent act or omission of Siemens or its employees, agents, or subcontractors of any tier under the performance of this Agreement or (ii) Siemens' indemnification obligations under this Agreement. **SIEMENS SHALL NOT BE LIABLE TO LFUCG FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE AGREED TO BY SIEMENS), LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.** The limitations of Siemens' liability contained herein shall apply to Siemens and Siemens' employees, agents and subcontractors performing under this Agreement, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, and even if Siemens or its employees, agents or subcontractors are advised of the likelihood of such damages.

(b) General Indemnification. Siemens agrees to indemnify and defend LFUCG, its employees, directors, officers and agents (the "LFUCG Indemnitees") from and against any and all third party claims and associated liabilities, obligations, damages, judgments, penalties,

causes of action, costs and expenses (including, without limitation, reasonable attorney's fees) imposed upon or incurred by or asserted against any of the LFUCG Indemnitees, for bodily injuries (including death) or damages to or loss of real or tangible personal property ("Claims") to the extent that any such Claim arises out of or in connection with the negligent or wrongful acts or omissions of Siemens, its employees or agents in connection with the performance of work under the Agreement, provided that Siemens is given prompt notice of any such Claim and is given all right and power to defend and/or settle such Claim. Siemens shall cause its insurers to waive their right of subrogation against LFUCG to the extent Claims arise from Siemens' negligence.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

(c) Intellectual Property Indemnification. To the extent permitted by law, if LFUCG receives notice that any of the Equipment or Products, or parts thereof, violates the infringement warranty set forth in Section 7 herein, then LFUCG shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the third party claim. Siemens shall, at its own expense, defend or settle such third party claim, procure for LFUCG the right to use the Equipment or Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then LFUCG shall return the Equipment and/or Products to Siemens and Siemens shall refund to LFUCG the purchase price paid by LFUCG for the Equipment or Products, less reasonable depreciation for LFUCG's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the LFUCG's sole remedy, for claims of infringement. Siemens will not defend or indemnify LFUCG, however, if any such claim results from (i) use of other than the most recent version of the Equipment or Products made available to Customer by Siemens; (ii) LFUCG's alteration of the Equipment or Products without Siemens' written authorization; (iii) use of the Equipment or Products in combination with software or equipment not provided by Siemens; or (iv) use of the Equipment or Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement.

(d) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

(e) LFUCG is a political subdivision of the Commonwealth of Kentucky. LFUCG represents that LFUCG is, by law, unable to provide indemnity or otherwise save, hold harmless, or defend Siemens in any manner.

**17) APPLICABLE LAW; JURISDICTION.** This Agreement and all Supplements shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Agreement or any Supplement, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**18) ASSIGNMENT.** Neither party shall assign or subcontract any portion of the Agreement without the express written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Any purported assignment or subcontract in violation hereof shall be void, except that Siemens may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to

be performed under this Agreement so long as Siemens remains liable for the performance of its obligations under this Agreement.

**19) DISCLOSURE OF DISCOUNTS.** LFUCG acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which LFUCG may receive from Siemens under this Agreement or any Supplement constitute a discount or reduction in price for purposes of 42 U.S.C. paragraph 1320a-7b(b)(3)(A) ("Discounts"). LFUCG further acknowledges that the cost of LFUCG's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. LFUCG agrees to file all appropriate reports and to properly disclose and reflect all Discounts in any report filed in connection with state or federal cost reimbursement programs.

**20) PAYMENT OBLIGATION.** (a) LFUCG is required to make payments for the Equipment in accordance with the applicable Supplement even if LFUCG has a claim against Siemens. (b) LFUCG is not entitled to reduce or set-off for any reason any amounts against LFUCG's payment obligations under any Supplement. (c) LFUCG may not assert any claims or defenses LFUCG has against Siemens against any Assignee. LFUCG's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) LFUCG's obligation to pay and perform all of LFUCG's obligations under this Agreement and any Supplement will continue even if the Equipment is lost, damaged, stolen or destroyed. (e) THIS IS A FINANCE LEASE OF THE EQUIPMENT FOR PURPOSES OF ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

**21) NON-APPROPRIATION CLAUSE.** LFUCG represents it is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

Notwithstanding anything contained in the Agreement to the contrary, provided no default has occurred and is continuing, LFUCG shall have the option to terminate the Agreement effective July 1st of each year after the year in which the Agreement commences (each such date a "Termination Date") in the event that public funds are not appropriated for the performance of the LFUCG's obligations under this Agreement, provided LFUCG (i) gives Siemens written notice of the exercise of such option immediately upon Customer's receipt of notice of such non-appropriation but in no event later than thirty (30) days prior to the termination Date, (ii) provides written evidence to Siemens of such non-appropriation of public funds, if requested by Siemens; and (iii) pays all amounts due under the Agreement through and including the Termination Date. Upon satisfaction of all of the foregoing conditions, the Agreement shall forthwith terminate.

It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

**22) TRADE OR SERVICE MARKS.** Neither party will appropriate or make use of the name or any trade or service marks (including but not limited to any logo or seal) of the other party, in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the other party. If such consent is granted, the granting party reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Each party agrees that it shall cease and desist from any unauthorized use immediately upon being notified by the other party.

**23) ENTIRE AGREEMENT; AMENDMENTS.** Each Supplement (as incorporating the terms and conditions of this Agreement) sets forth the entire agreement between the parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein and therein, including by reason of any terms or conditions of any agreement

("Group Purchasing Agreement") between Siemens and a group purchasing organization ("GPO"). Notwithstanding the foregoing, as between LFUCG and Siemens, LFUCG may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of LFUCG's membership in such GPO provided that LFUCG is an active member of the GPO and the Group Purchasing Agreement is in full force and effect. To that end, in the event of any conflict or inconsistency between the terms of any Supplement (as incorporating the terms and conditions of the Agreement) and the terms of such Group Purchasing Agreement, (a) if the conflict or inconsistency is regarding a payment or financial obligation, warranty, indemnification or limitation of liability, then the terms of this Agreement shall control; and (b) if the conflict or inconsistency is regarding any other term or condition (not regarding a payment or financial obligation, warranty, indemnification or limitation of liability), then the terms and conditions of the Group Purchasing Agreement shall control. LFUCG shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of LFUCG's payment or other obligations with respect to Equipment or any of the rights or remedies of Siemens (or any Assignee) with respect thereto. Neither the Agreement or any Supplement shall be terminated (except termination in the event of a Default) or modified except by a written document signed by authorized representatives of all parties making specific reference to this Agreement or Supplement, as applicable, and expressing the intention to modify or terminate. Any modifications contained or incorporated into a Supplement that in any way alter the terms of the Agreement shall be effective only with the respect to that Supplement and shall be ineffective with respect to any other Supplement. Any term or condition contained in a LFUCG purchase order relating to Products supplied under a Supplement shall be null and void.

**24) MISCELLANEOUS.** No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

(b) LFUCG agrees not to disclose the prices or the terms and conditions of LFUCG's purchases under this Agreement to any person except as required by law.

(c) TO THE EXTENT PERMITTED BY LAW: LFUCG WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF DEEMED APPLICABLE).

(d) LFUCG and Siemens will send any required notices to the other parties by registered or certified mail or by recognized overnight courier service. All notices will be sent to the applicable party at the address set forth herein. A party may designate an alternate address for notices by giving written notice thereof in accordance with the provisions of this Section.

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IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Agreement as of the Effective Date.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Siemens Healthcare Diagnostics Inc.:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 115 Norwood Park South, Norwood, MA 02062

## Supplement to Master Equipment and Products Agreement

**Product Line: Syva**  
**Billing Option: Cost Per Result**

Legal Name:	<u>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</u>	Group Purchasing Organization:	<u>NO PRIMARY</u>
Customer Name:	<u>LEXINGTON FAYETTE COUNTY</u>	Sold to Customer #:	<u>145163</u>
Address:	<u>600 OLD FRANKFORT CIR</u>		
City, State, Zip:	<u>LEXINGTON, KY 40510</u>		

THIS SUPPLEMENT ("Supplement") to the Master Equipment and Products Agreement (the "Agreement") dated \_\_\_\_\_ is by and between Siemens Healthcare Diagnostics Inc. ("Siemens") and the party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("LFUCG") and incorporates the terms and conditions of the Agreement. The party providing the financing for the lease of the Equipment is referred to herein as "Siemens." Capitalized but undefined terms will have the meanings ascribed to them in the Agreement. Attachment A and all terms included therein are incorporated by reference into this Supplement. For all purposes hereof, this Supplement is effective as of the date of Siemens' execution ("Supplement Effective Date").

**1) EQUIPMENT.** Siemens agrees to lease to LFUCG, for LFUCG's use at the address LFUCG has provided above (the "Premises"), the Equipment set forth in Attachment A, attached hereto and made a part hereof.

Billing Address (if different from address of the Premises): \_\_\_\_\_

**2) PRODUCTS.** LFUCG agrees to purchase from Siemens on a periodic basis during each year of the Supplement Term, the Products listed on Attachment A at the prices specified on Attachment A.

**3) PRODUCT INVOICING.** LFUCG will be invoiced upon shipment of the Products.

**4) COMMITMENT;** The Commitment Amount is specified on Attachment A. The prices for Products contained in this Supplement may include the use of the Equipment, Service and training. If so, LFUCG acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to LFUCG and that Siemens, as the owner of the Equipment, has an interest in the pricing.

**5) TERM.** This Supplement is effective as of the Supplement Effective Date. The Supplement Term is 60 months beginning thirty (30) days after delivery of the Equipment.

**6) PRICING TERMS.** The pricing under this Supplement applies only to the Equipment and Products that are used by LFUCG at the Premises. The pricing and other terms stated in this Supplement supersede any previous price arrangements LFUCG has with Siemens or any Group Purchasing Agreements. Siemens will not increase the Equipment and Products' prices during the Supplement Term, except as otherwise permitted under the terms of this Supplement (such increases are referred to herein as "Price Increases").

**7) END OF TERM PURCHASE OPTION.** If LFUCG has purchased the Commitment Amount for the full Supplement Term and is not in Default of any of its obligations under the Agreement or this Supplement, then upon the expiration of the Supplement Term, LFUCG may purchase the Equipment for its fair market value (as determined by Siemens). If LFUCG does not purchase the Equipment or re-lease it through a new supplement, then LFUCG shall return the Equipment to Siemens within sixty (60) days after the end of the Supplement Term, freight prepaid and in accordance with any other written directions provided to LFUCG by Siemens. If LFUCG does not provide notice of its intent to return, purchase, or re-lease the Equipment at least sixty (60) days prior to the end of the Supplement Term, this Supplement shall automatically renew on a month-to-month basis until either party provides thirty (30) days written notice of termination.

**8) TRAINING.** If applicable, Beckman Coulter, Inc., successor by purchase from Olympus America Inc. ("Beckman"), the manufacturer of the Equipment, will provide and be responsible for training LFUCG on the use of the Equipment ("Equipment Training"). Beckman provides two (2) Equipment Training slots for each instrument acquired and shall be conducted at the Beckman training facility. Equipment Training should occur prior to the installation of the Equipment and covers instrument theory, operation, service and problem-solving. Beckman provides lodging, meals and normal transportation during the Equipment Training program. The cost of airfare or other reasonable transportation charges to and from the Equipment Training session is included in the price of the reagents contained herein. Training slots shall remain available for two (2) years from the date of Equipment installation.

**9) SERVICE.** If Equipment Service is specified on Attachment A, an appointed service representative with Beckman will provide and solely be responsible for the performance of such Service in accordance with the type of Service and for the Service period specified on Attachment A.

**10) ENTIRE AGREEMENT; AMENDMENTS.** All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein. There are no understandings, agreements, or representations expressed or implied not stated herein (as incorporating the terms, covenants and conditions set forth in the Agreement). If there is a conflict between the terms of this Supplement and the Agreement, the terms of this Supplement (including any Attachment(s) and Exhibit(s)) shall prevail.

### Confidential



IN WITNESS HEREOF, each party has caused its duly authorized representative to execute this Supplement as of the Supplement Effective Date.

**LFUCG:**

**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: 115 Norwood Park South, Norwood, MA 02062

**Confidential**

## AMENDMENT TO THE SUPPLEMENT TO THE MASTER EQUIPMENT AND PRODUCTS AGREEMENT

Legal Name: <u>LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT</u>	Group Purchasing Organization: <u>NO PRIMARY</u>
Customer Name: <u>LEXINGTON FAYETTE COUNTY</u>	Sold to Customer #: <u>145163</u>
Address: <u>600 OLD FRANKFORT CIR</u>	
City, State, Zip: <u>LEXINGTON, KY 40510</u>	

**THIS AMENDMENT** to the Supplement dated \_\_\_\_\_ to the Master Equipment and Products Agreement (“Agreement”), between Siemens Healthcare Diagnostics Inc. (“Siemens”) and the party identified under “Legal Name” (or “Customer Name” if no “Legal Name”) in the heading above (“LFUCG”), is effective as of the date of Siemens’ execution (“Effective Date”).

**WHEREAS**, LFUCG and Siemens desire to amend the Supplement as set forth below in order that the Supplement, as amended, is acceptable to both parties for execution;

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, the parties agree the Supplement to the Agreement shall be amended as follows:

- Equipment Returns.** LFUCG agrees to return on-site equipment in conjunction with this Supplement. Such equipment shall be identified by equipment type(s) and serial number(s) in the table below (“Returned Equipment”). LFUCG represents that there are no liens or encumbrances on the Returned Equipment. LFUCG agrees to deliver the Returned Equipment to Siemens within sixty (60) days after the installation of the Equipment acquired hereunder. If Returned Equipment is owned by the LFUCG, title to the Returned Equipment shall pass to Siemens upon installation of the new Equipment.

QTY	Description of Returned Equipment
	<b>Syva Product Line:</b>
1	Wintox 10481344
1	AU681-02 / SN 2013032144

- Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, **Section 4 Equipment Maintenance and Service** of the Master Equipment and Products Agreement is hereby deleted in its entirety and rewritten as follows:

“Beckman Coulter, Inc., successor by purchase from Olympus America Inc. (“Beckman”), the manufacturer of the Equipment, may be providing Service (as defined below) in conjunction with LFUCG’s purchase of Products under a Supplement. If so, such Service (as defined below) will be identified on an Attachment A to a Supplement and the following shall apply: (a) Equipment Maintenance. LFUCG is responsible for performing all maintenance requirements described in the operating manuals provided by the manufacturer and to keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. (b) Equipment Service. In addition to the operator maintenance responsibilities identified in the operating manual, the Equipment also requires periodic servicing, including preventative maintenance visits (“Service”). If Service is specified on a Supplement, Beckman will provide Service in accordance with the type of service and for the period of time (the “Service Period”) that is specified on the Supplement. Such Service shall provide all labor and parts (excluding consumables, electrodes and certain other parts) as are necessary to keep the Equipment in good working order. Service does not cover: (i) failure due to accident, neglect, or operation not set forth in the operating manuals; (ii) LFUCG’s failure to properly maintain the Equipment in accordance with the applicable operating manuals; (iii) use of unauthorized reagents or disposables that may result in damage to or abnormal wear of the Equipment’s internal components; or (iv) damage resulting from operating in environmental conditions outside those specified by the applicable operating manuals. For any time when Beckman is not responsible for providing Service, LFUCG will be responsible for all Service, and for any damage resulting from such Service. LFUCG is required to pay for the cost of any repairs to the Equipment caused by LFUCG’s negligence, abuse or alteration of the Equipment. Service and maintenance for any water system are the responsibility of the LFUCG.”

- Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, **Section 5 Training** of the Master Equipment and Products Agreement is hereby deleted in its entirety and rewritten as follows:

“If applicable, Beckman will provide and be responsible for training LFUCG on the use of the Equipment (“Equipment Training”). Beckman provides two (2) Equipment Training slots for each instrument acquired and shall be conducted at the Beckman training facility. Equipment Training should occur prior to the installation of the Equipment and covers instrument theory, operation, service and problem-solving. Beckman provides lodging, meals and normal transportation during the Equipment Training program. The cost of airfare or other reasonable transportation charges to and from the Equipment Training session is included in the price of the reagents contained herein. Training slots shall remain available for two (2) years from the date of Equipment installation.”

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4. Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, **Section 6 Shipping and Installation** of the Master Equipment and Products Agreement is hereby deleted in its entirety and rewritten as follows:

"Product deliveries will be FOB destination and subject to Siemens' standard delivery terms and shipping policy. Siemens' standard delivery terms and shipping policy can be found at [http://usa.healthcare.siemens.com /services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network](http://usa.healthcare.siemens.com/services/laboratory-diagnostics/service-and-support/shipping/healthcare-shared-network). LFUCG shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the LFUCG installation location set forth in the Supplement (the "Premises"). Such charges may be added to the invoice or may be included in the monthly charge for the Equipment. (b) LFUCG will be responsible for the cost of preparing the Premises for the Equipment. This may include making structural changes or installing separate electrical circuits, dedicated phone lines and/or network connections or special plumbing, air conditioning or humidity controls. Once LFUCG has prepared the Premises and notified Siemens that the Premises are ready for Equipment installation, Beckman will install the Equipment at no extra cost and will provide LFUCG with applicable operating manuals."

5. Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, **Section 7 Warranty** of the Master Equipment and Products Agreement is hereby deleted in its entirety and rewritten as follows:

"Siemens will pass through any Beckman warranties for the Equipment. Any claim for breach of Equipment warranties, if any, must be made in writing within one (1) year of the delivery of the Equipment. LFUCG's exclusive remedy for breach of this warranty shall be, at Siemens' option, the repair (by Beckman personnel) or replacement of the breaching Equipment or an appropriate refund, allowance or credit reflecting depreciation.

Siemens warrants to LFUCG that Products will be free from defects in material and workmanship and will conform to the applicable manufacturer's specifications until the date appearing on the applicable packaging. The foregoing warranty does not apply to conditions resulting from use or storage not in accordance with the manufacturer's instructions or other external causes or from operation outside the environmental parameters specified for the Products. LFUCG's exclusive remedy for breach of this warranty shall be the replacement of such Products.

Siemens also warrants that the use of the Products in the form delivered to LFUCG and in accordance with the instructions and manufacturer's specifications will not infringe the U.S. patent of any third party. This warranty does not cover the use of the Products in combination with any other product or equipment not approved by Siemens. LFUCG's exclusive remedy for breach of this warranty shall be the intellectual property indemnification set forth in Section 16 (c), below.

THE ABOVE ARE THE SOLE WARRANTIES PROVIDED BY SIEMENS UNDER THIS AGREEMENT. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, IN CONNECTION WITH THE EQUIPMENT, PRODUCTS, OR SERVICE INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No Assignee (as defined in Section 18, below) will be responsible to LFUCG for any problem or claim in connection with a) the use, operation or performance of the Equipment or Products; b) any interruption of service, loss of business or anticipated profits; or c) the delivery, servicing, maintenance, repair or replacement of the Equipment.

No oral or written promises as to the Equipment or Products which conflict with this warranty will bind Siemens unless signed by an authorized representative of Siemens."

6. Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, the second paragraph in **Section 14 Software** of the Master Equipment and Products Agreement is hereby deleted in its entirety.

7. Solely for the purpose of this Supplement associated with quote # 1-RD7P7T-0, **Section 16 (c) Intellectual Property Indemnification** of the Master Equipment and Products Agreement is hereby deleted in its entirety and rewritten as follows:

"If LFUCG receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in Section 7 herein, then LFUCG shall promptly notify Siemens in writing and give Siemens information, assistance and exclusive authority to evaluate, defend and settle the Claim. Siemens shall, at its own expense, defend or settle such Claim, procure for LFUCG the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives are available on terms reasonable to Siemens, then LFUCG shall return the Products to Siemens and Siemens shall refund to LFUCG the purchase price paid by the LFUCG for the Products, less reasonable depreciation for LFUCG's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the LFUCG's sole remedy, for Claims of infringement. Siemens will not defend or indemnify LFUCG, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to LFUCG by Siemens; (ii) LFUCG's alteration of the Products without Siemens' written authorization; (iii) use of the Products in combination with software or equipment not provided by Siemens; or (iv) use of the Products in a manner that is not in accordance with the manufacturer's manual, specifications, and other accompanying documentations or other instruction from Siemens.

The obligations of indemnity shall survive the expiration or termination of the Agreement."

8. Upon full execution of this Supplement, the previous Supplement to Master Equipment and Products Agreement between the parties dated August 15, 2017 and associated with quote numbers 1-HBOJMX-4 and 1-LD865Q-1 shall hereby be terminated in its entirety.

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All other terms and conditions of the Supplement remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, each party hereto has caused its duly authorized representative to execute this Amendment to the Supplement to the Agreement as of the Effective Date.

**LFUCG:**

**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Address: 115 Norwood Park South, Norwood, MA 02062

## Attachment A

Quote #: 1-RD7P7T-0  
Approved: 11/05/2019

Legal Name:	LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT	Purchasing Group:	NO PRIMARY
Customer Name:	LEXINGTON FAYETTE COUNTY	Sold To Customer #:	145163
Product Line:	Syva		

**Total annual minimum Commitment Amount:           \$127,764.36**

### Equipment Information - Syva

	Part #	Onsite	Quantity	Comments
Beckman DxC700 system	11374913	N	1	
AU-480-02 no ISE - Syva - INS	10481252	Y	1	
Millipore CLX7040 R-34300314	N/A	N	1	
Wintox Connexis	N/A	N	1	
Sonicator	N/A	N	1	
UPS	N/A	N	1	

### Service and Training

Service Type	Service Level	Quantity	Start Year	# of Years
Warranty Service	DxC700 Beckman Warranty	1	1	1
Extended Service	DxC700 Beckman Service	1	2	4

Training	Total Training	Training Site	Air Paid By
Beckman DxC700 System Training	2	Beckman	Beckman

### Financial Adjustments - Syva

#### Reagent Credit:

Syva - Siemens will issue a reagent credit of **\$5,000.00** for year 1.

Beckman consumables will be provided for the initial five (5) year Supplement Term.

Millipore Service will be provided for the initial five (5) year Supplement Term.

### Products: Reagents Pricing - Syva

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	CPR	Cost/Kit	Total Annual
Fentanyl ARK - 115 ml	11354473	18,000	1,500	12	\$0.700	\$1,050.00	\$12,600.00
Imm SynCan K-3 - 100mL - US	10730974	11,066	1,006	11	\$1.000	\$1,006.00	\$11,066.00
Tramadol UR - 100 ml	10720960	16,898	1,207	14	\$0.525	\$633.68	\$8,871.52
<b>Total Annual</b>		<b>45,964</b>					<b>\$32,537.52</b>

<b>DAU</b>							
Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	CPR	Cost/Kit	Total Annual
6-AM E2P - 28 ml / 14 ml	10470440	3,850	275	14	\$0.350	\$96.25	\$1,347.50
Amphetamines DAU EMIT II Plus - 1000 ml / 435 ml	10445421	33,400	8,350	4	\$0.225	\$1,878.75	\$7,515.00
Barbiturates DAU EMIT II Plus - 1000 ml / 435 ml	10445424	26,700	8,900	3	\$0.225	\$2,002.50	\$6,007.50
Benzodiazepines DAU EMIT II Plus - 1000 ml / 435 ml	10445431	35,600	8,900	4	\$0.225	\$2,002.50	\$8,010.00
Buprenorphine E2P - 1 L	10720046	37,200	12,400	3	\$0.350	\$4,340.00	\$13,020.00
Cocain DAU EMIT II Plus - 1000 ml / 435 ml	10445439	39,000	9,750	4	\$0.225	\$2,193.75	\$8,775.00
Creatinin perfect - 900 ml / 200 ml	10445265	37,730	7,546	5	\$0.100	\$754.60	\$3,773.00

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**Products: Reagents Pricing - Syva**

Reagent	Part #	Total Tests / Yr	Test/Kit	Total Kits/Yr	CPR	Cost/Kit	Total Annual
Ethanol EMIT II Plus - 1000 ml / 435 ml	10445453	18,750	6,250	3	\$0.225	\$1,406.25	\$4,218.75
Ethyl Glucuronide HEIA - 500 ml	10718411	10,064	5,032	2	\$0.450	\$2,264.40	\$4,528.80
Methadone DAU EMIT II Plus - 1000 ml / 435 ml	10445428	26,700	8,900	3	\$0.225	\$2,002.50	\$6,007.50
Opiates DAU EMIT II Plus - 1000 ml / 435 ml	10445417	30,735	10,245	3	\$0.225	\$2,305.13	\$6,915.39
Oxycodone Emit II Plus - 1 Liter	10720817	34,761	11,587	3	\$0.350	\$4,055.45	\$12,166.35
Specific Gravity Validity Check - 900 ml	10445292	5,355	5,355	1	\$0.100	\$535.50	\$535.50
THC DAU EMIT II Plus - 1000 ml / 500 ml	10445471	33,720	8,430	4	\$0.225	\$1,896.75	\$7,587.00
pH value check perfect - 900 ml	10445274	28,150	5,630	5	\$0.171	\$963.91	\$4,819.55
<b>DAU Total Annual</b>		<b>401,715</b>					<b>\$95,226.84</b>

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**Products: Supplies - Syva**

	<b>Part #</b>	<b>Annual # of Kits</b>	<b>Total Annual</b>
6-AM/Ecstasy Calibrators L1 - CAL - 10 ml	10470441	2	Included
6-AM/Ecstasy Calibrators L2 - CAL - 10 ml	10470442	2	Included
6-AM/Ecstasy Calibrators L3 - CAL - 10 ml	10470443	2	Included
6-AM/Ecstasy Calibrators L4 - CAL - 10 ml	10470444	2	Included
AB-PNACA pentanoic Acid - CAL - 10ng - US	10730976	4	Included
AB-PNACA pentanoic Acid -CTL - 5&15ng - US	10730977	2	Included
Creatinine Validity Calibrator 100 mg - CAL - 14 ml	10445270	2	Included
Creatinine Validity Calibrator 2 mg - CAL - 14 ml	10445273	2	Included
Creatinine Validity Calibrator 20 mg - CAL - 14 ml	10445269	2	Included
Creatinine Validity Calibrator 400 mg - CAL - 14 ml	10445271	2	Included
EMIT II Plus DAU L0 Calibrator - CAL - 14 ml	10445406	2	Included
EMIT II Plus DAU L1 Calibrator - CAL - 14 ml	10445407	2	Included
EMIT II Plus DAU L2 Calibrator - CAL - 14 ml	10445408	2	Included
EMIT II Plus DAU L3 Calibrator - CAL - 14 ml	10445409	2	Included
EMIT II Plus DAU L4 Calibrator - CAL - 14 ml	10445410	2	Included
EMIT II Plus DAU L5 Calibrator - CAL - 14 ml	10445411	2	Included
Emit II Plus Speciality Drug Cal/Ctrl LVL 3 - CON	10720051	2	Included
Emit II Plus Speciality Drug Ctl POS - CON	10718701	2	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 1 - CON	10720049	2	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 2 - CON	10720050	2	Included
Emit II Plus Specialty Drug Cal/Ctrl LVL 4 - CON	10720052	2	Included
Emit II Plus Specialty Drug Ctl NEG - CON	10718700	2	Included
Emit II+ Oxycodone Neg Ctrl 100 - CON	10720809	2	Included
Emit II+ Oxycodone Neg Ctrl 300 - CON	10720811	2	Included
Emit II+ Oxycodone Pos Ctrl 100 - CON	10720810	2	Included
Emit II+ Oxycodone Pos Ctrl 300 - CON	10720812	2	Included
Emit II+ Spec Multidrug cal/con LV1 -10 ml	10720807	2	Included
Emit II+ Spec Multidrug cal/con LV2 -10 ml	10720813	2	Included
Emit II+ Spec Multidrug cal/con LV3 -10 ml	10720814	2	Included
Emit II+ Spec Multidrug cal/con LV4 -10 ml	10720815	2	Included
Ethanol EMIT Calibrator 100 - CAL - 3 ml	10445448	14	Included
Ethanol EMIT Calibrator Neg - CAL - 3 ml	10445445	14	Included
Ethanol EMIT Control High - CTL - 3 ml	10445449	14	Included
Ethanol EMIT Control Low - CTL - 3 ml	10445447	14	Included
Ethyl Glucuronide Calibrator 500 ng - CAL	10718430	2	Included
Ethyl Glucuronide Controls - CTL - 375 + 625 ng	10718431	4	Included
Ethyl Glucuronide Controls - CTL - 750 + 1250 ng	10718433	4	Included
Fentanyl ARK Cal Cutoff - CAL - 2 x 10 ml	11354476	2	Included
Fentanyl ARK Cal Neg - CAL - 2 x 10 ml	11354475	2	Included
Fentanyl Controls ARK - CTL - 2x2x10ml	11354477	1	Included
Negative Urine Control Immunalysis - CTL - 10 ml	10718412	4	Included
Specific Gravity Validity Calibrators - CAL - 1.003	10445290	2	Included
Specific Gravity Validity Calibrators - CAL - 1.0200	10445291	2	Included
Tramadol UR Calibrator - CAL - 200 ng	10720963	2	Included
Tramadol UR Controls - CTL - 150 + 250 ng	10720964	3	Included
UTAK VALIDITY CONTROL 1 - 1x25 ml	10445224	1	Included
UTAK VALIDITY CONTROL 2 - 1x25 ml	10445225	1	Included
UTAK VALIDITY CONTROL 3 - 1x25 ml	10445226	1	Included
UTAK VALIDITY CONTROL 4 - 1x25 ml	10445227	1	Included
UTAK VALIDITY CONTROL 5 - 1x25 ml	10445228	1	Included
Validity Neg Calibrator - CAL - 14 ml	10445268	2	Included
pH Buffer 4.5 Kit - 14 ml	10445281	1	Included
pH Buffer 9.0 Kit - 14 ml	10445282	1	Included
pH Validity Calibrator 11 - CAL - 14 ml	10445283	2	Included
pH Validity Calibrator 12 - CAL - 14 ml	10445284	2	Included

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**Products: Supplies - Syva**

	<b>Part #</b>	<b>Annual # of Kits</b>	<b>Total Annual</b>
pH Validity Calibrator 2 - CAL - 14 ml	10445279	2	Included
pH Validity Calibrator 3 - CAL - 14 ml	10445280	2	Included
pH Validity Calibrator 4.0 - CAL - 14 ml	10736632	2	Included
pH Validity Calibrator 4.5 - CAL - 14 ml	10445286	2	Included
pH Validity Calibrator 9 - CAL - 14 ml	10445285	2	Included

Prices for Reagents and Supplies not listed above will be according to the tier pricing in effect at the time of shipment.

Prices for Reagents and Supplies not yet commercially available will be determined at the time of introduction and are not covered by this Agreement.

**CUSTOMER:**

**SIEMENS HEALTHCARE DIAGNOSTICS INC.:**

By: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: 115 Norwood Park South, Norwood, MA 02062

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