

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 party identified under "Legal Name" (or "Customer Name" if no "Legal Name") in the heading above ("Customer") is effective as of the date of Siemens' execution ("Effective Date"). Siemens is providing the financing for the lease of the Equipment.

1) PURPOSE. The purpose of this Agreement is to provide general terms and conditions under which Siemens and Customer will enter into one or more individual Agreement supplements (each a "Supplement") for the lease of a Beckman Coulter, Inc. manufactured AU681 chemistry system ("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").

2) TERM OF AGREEMENT. This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party with at least thirty (30) days prior written notice to the other party, provided that termination of this Agreement is not permitted while any Supplement is in effect.

3) COMMITMENT. Customer 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"). Customer 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 Customer's Commitment Amount.

4) EQUIPMENT MAINTENANCE AND SERVICE. 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 Customer'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. Customer 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) Customer'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, Customer will be responsible for all Service, and for any damage resulting from such Service. Customer is required to pay for the cost of any repairs to the Equipment caused by Customer's negligence, abuse or alteration of the Equipment. Service and maintenance for any water system are the responsibility of the Customer.

5) TRAINING. If applicable, Beckman will provide and be responsible for training Customer 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.

6) SHIPPING AND INSTALLATION. 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>. Customer shall pay all applicable shipping and handling charges for the Equipment and Products to be delivered to the Customer 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) Customer 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 Customer 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 Customer with applicable operating manuals.

7) WARRANTY. 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. Customer'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 Customer 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. Customer'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 Customer 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. Customer'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 Customer 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) Customer 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) Upon delivery of the Equipment and until the end of the applicable Supplement Term, Customer will maintain all risk property insurance covering the Equipment up to the replacement cost value, except for ordinary wear and tear and (ii) occurrence form commercial general liability insurance including contractual liability, with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability. Siemens shall be named as a loss payee on Customer's all risk property insurance policy and an additional insured on Customer's commercial general liability policy. The insurance required herein shall be primary and non-contributory to any insurance maintained by Siemens when responding to Customer's obligation to defend and indemnify Siemens. Upon request, Customer shall furnish a certificate of insurance evidencing the foregoing insurance coverage. Siemens shall be provided at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered. Customer may satisfy the aforementioned requirement of this section through a self-insurance program. Failure to maintain the required insurance or self-insurance shall not relieve Customer from any liability or obligation under this Agreement.

9) TITLE TO EQUIPMENT. Siemens is the owner of and shall retain title to the Equipment. Customer 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, Customer hereby grants to Siemens to secure all payments and other obligations of Customer 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). Customer shall deliver to Siemens such documents that Siemens reasonably requests in order to protect Siemens' interest in the Equipment. CUSTOMER AUTHORIZES SIEMENS TO FILE (WITHOUT CUSTOMER'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. Customer 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 Customer. If Customer 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 Customer is exempt from certain Taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (a) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (b) Customer 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 Customer for the Exempt Taxes. In the event that any Taxes are outside the scope of the tax exemption certificate, Customer 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 Customer has made sufficient purchases to meet the pro-rata portion of the minimum Commitment Amount associated with the period under review. If Customer'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 Customer 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 Customer except as expressly provided herein. The software component of the Equipment is licensed to Customer 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, Customer shall have no right to modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software.

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) the remaining payment amount attributable to the Equipment according to the monthly amount allocable to the Equipment that is identified in the Supplement, discounted at a rate of 3% per annum, plus (ii) all other amounts due and unpaid, plus (iii) the difference between the applicable Commitment Amount for the entire Supplement Term and

the total amount of purchases actually made by the Customer through the date of termination plus (iv) any costs and expenses, including reasonable attorney's fees, which are incurred by Siemens as a result of any Default (collectively, the "Termination Amount"). If addition of the amounts listed in (i) through (iv) 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).

16) LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) Limitation of Liability. To the extent not prohibited by law, in no event shall Siemens' liability during each year of this Agreement exceed the actual loss or damage sustained by Customer under the particular Supplement giving rise to such loss or damage, up to the amount of fees payable to Siemens under such Supplement during the year in which the loss or damage occurred, however, liability for intentional misbehavior and personal injury will not be limited. **SIEMENS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, COST OF SUBSTITUTE EQUIPMENT, SERVICE, OR PRODUCTS (UNLESS OTHERWISE AGREED TO BY SIEMENS), OR LOSS OF STORED, TRANSMITTED OR RECORDED DATA. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUPPLEMENT.** 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.

The limitations of Customer's liability set forth herein do not affect Customer's liability for Claims (as defined herein) arising out of the negligent or wrongful acts or omissions of Customer, its employees or agents in connection with this Agreement or any Supplement or Customer's indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement. The limitations of Siemens' liability set forth herein do not affect Siemens' liability for Claims for personal injury arising as a result of Siemens' negligence or product defect, or Siemens' indemnification obligations for Claims arising from infringement of intellectual property rights, to the extent set out in this Agreement.

THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

(b) General Indemnification. Intentionally deleted.

(c) Intellectual Property Indemnification. If Customer receives notice that any of the Products, or parts thereof, violates the infringement warranty set forth in Section 7 herein, then Customer 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 Customer 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 Customer shall return the Products to Siemens and Siemens shall refund to Customer the purchase price

paid by the Customer for the Products, less reasonable depreciation for Customer's use (if applicable). The foregoing states Siemens' entire obligation and liability, and the Customer's sole remedy, for Claims of infringement. Siemens will not defend or indemnify Customer, however, if any such Claim results from (i) use of other than the most recent version of the Products made available to Customer by Siemens; (ii) Customer'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.

17) APPLICABLE LAW; JURISDICTION. THIS AGREEMENT AND ALL SUPPLEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS. EACH OF THE PARTIES CONSENT TO THE JURISDICTION AND VENUE OF THE COMMONWEALTH OF KENTUCKY FAYETTE CIRCUIT COURT OR THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF KENTUCKY, LEXINGTON DIVISION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS AGREEMENT.

18) ASSIGNMENT. Customer may not assign either this Agreement, or any Supplement, or any right or obligation arising out of this Agreement or any Supplement, without the express written consent of Siemens, and such consent shall not be unreasonably withheld, provided that Customer agrees to remain primarily responsible under the Supplement. Customer must provide Siemens with prompt written notice of any change in ownership, change in control or operations or any other change which would affect the ordering, shipment, invoicing or payment of Products. Siemens may assign its right to receive payment under any Supplement to one or more assignees (collectively, the "Assignees").

19) DISCLOSURE OF DISCOUNTS. Customer acknowledges that discounts, rebates, credits, free goods or services, coupons or other things of value which Customer 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"). Customer further acknowledges that the cost of Customer's use of the Equipment listed in a Supplement is included in the pricing under such Supplement. Customer 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) Customer is required to make payments for the Equipment in accordance with the applicable Supplement even if Customer has a claim against Siemens. (b) Customer is not entitled to reduce or set-off for any reason any amounts against Customer's payment obligations under any Supplement. (c) Customer may not assert any claims or defenses Customer has against Siemens against any Assignee. Customer's obligation to make such payments to any Assignee is unconditional and is not subject to any claims, defenses or rights. (d) Customer's obligation to pay and perform all of Customer'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) 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 Customer and Siemens, Customer may still be entitled to certain benefits pursuant to the terms of a Group Purchasing Agreement between Siemens and a GPO by virtue of Customer's membership in such GPO provided that Customer 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. Customer shall get the benefit of such Group Purchasing Agreement only so long as it does not affect any of Customer'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 Customer purchase order relating to Products supplied under a Supplement shall be null and void

22) MISCELLANEOUS. (a) If either party fails to enforce its rights against the other party at any time, it may enforce those rights later without waiver or at such other time that the party fails to perform any of its obligations.

(b) Customer agrees not to disclose the prices or the terms and conditions of Customer's purchases under this Agreement to any person except as required by law, specifically including the Kentucky Open Records Act.

(c) TO THE EXTENT PERMITTED BY LAW: (i) Intentionally deleted; (ii) CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON IT BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (IF DEEMED APPLICABLE), AND; (iii) CUSTOMER WAIVES ALL RIGHTS IT MAY HAVE TO LIMIT OR MODIFY ANY OF SIEMENS' RIGHTS AND REMEDIES HEREUNDER.

(d) Customer 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.

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

Customer:

By: _____
Name (print): _____
Title: _____
Date: _____

Siemens Healthcare Diagnostics Inc.:

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

AND

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 ("Customer") 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 Customer, for Customer's use at the address Customer 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. Customer 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. Customer will be invoiced upon shipment of the Products.

4) COMMITMENT; AMOUNT ALLOCABLE TO THE EQUIPMENT. 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, Customer acknowledges Siemens has provided it the opportunity to separately purchase each for its stated cost which is available to Customer and that Siemens, as the owner of the Equipment, has an interest in the pricing. The portion of the Commitment Amount allocable to the Equipment is **\$6,363** per month.

5) TERM. This Supplement is effective as of the Supplement Effective Date. The Supplement Term is **24 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 Customer at the Premises. The pricing and other terms stated in this Supplement supersede any previous price arrangements Customer has with Siemens or any Group Purchasing Agreements. The pricing set out on Attachment A will be firm through the date set forth in the current Group Purchasing Agreement between Siemens and the GPO identified in this Supplement and thereafter may be increased as permitted under such Group Purchasing Agreement. In the event there is no Group Purchasing Agreement in effect or Customer changes its GPO designation during the Supplement Term, pricing may be increased by no more than three percent (3%) during any calendar year. All such increases and any other price increases permitted under the terms of this Supplement are referred to herein as "Price Increases."

7) END OF TERM PURCHASE OPTION. If Customer 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, Customer may purchase the Equipment for its fair market value (as determined by Siemens). If Customer does not purchase the Equipment or re-lease it through a new supplement, then Customer 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 Customer by Siemens. If Customer 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 Customer 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.

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.



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

CUSTOMER:

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

By: _____
Name (print): _____
Title: _____
Date: _____

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

AND

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

AMENDMENT to the SUPPLEMENT to the MASTER EQUIPMENT AND PRODUCTS AGREEMENT

THIS AMENDMENT to the Supplement dated _____ to the Master Equipment and Products Agreement between Siemens Healthcare Diagnostics Inc. ("Siemens"), and **LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT D/B/A LEXINGTON-FAYETTE COUNTY** ("Customer") is made effective _____ ("Effective Date").

WHEREAS, Customer 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 shall be amended as follows:

1. **Refinance.** Customer had been leasing equipment from Siemens pursuant to a Lexington-Fayette Urban County Government Request for Proposal #13-2013 dated February 2013 that has not yet reached the end of Term and for which Customer has a remaining financial obligation: (1) AU680 w/o ISE, serial #2013032144 and (1) Wintox (the "Refinanced Equipment").
 - a. **Amount Allocable to Equipment.** In consideration for the remaining financial obligation for the Refinanced Equipment, the portion of the Commitment Amount allocable to the Equipment is **\$4,602** per month.
2. **Outstanding Obligation.** The parties were entered into a separate Lexington-Fayette Urban County Government Request for Proposal #13-2013 dated February 2013 (the "Previous Agreement") that included a previous lease obligation for which an outstanding balance remains ("Outstanding Lease Obligation"). In consideration for the Outstanding Lease Obligation, the portion of the Commitment Amount allocable to the Equipment will be increased by **\$1,438** per month.
3. **Beckman Consumables.** Siemens will provide Beckman consumables during the Supplement Term.

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 Master Equipment and Products Agreement as of the Effective Date.

CUSTOMER:**Siemens Healthcare Diagnostics Inc.:**

By: _____

By: _____

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Siemens Healthcare Diagnostics Inc.:

By: _____

Name (print): _____

Title: _____

Date: _____

Siemens Healthcare Diagnostics Inc.

**Attachment A
to the Supplement
to the Master Equipment and Products Agreement**

Quote #: 1-HBOJMX-4
Approved: 05/08/2017

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: \$227,293.87

Equipment Information

Equipment	Part #	Onsite	Quantity	Comments
AU-681-02 no ISE - Syva - INS	10481101	Y	1	
Wintox New Server	10802118	N	1	
SERVER – Dell Power Edge	10481347	N	1	

Service. PLUS Service will be provided for the onsite AU680, s/n 2013032144 for two (2) years and the cost is surcharged onto the reagent pricing.

Training. Two (2) training slots will be provided for the onsite AU680 at a Beckman facility, with reasonable airfare to be paid by Siemens.

Products: Reagents Pricing

Reagent	Part #	Test/Kit	Total Tests / Yr	CPR	Total Kits/Yr	Cost/Kit	Total Annual
Tramadol UR - RGT - 25 ml	10720959	302	3,020	\$0.850	10	\$256.70	\$2,567.00
Total Annual			3,020				\$2,567.00
DAU							
6-AM E2P - RGT - 28 ml / 14 ml	10470440	225	2,925	\$0.866	13	\$194.85	\$2,533.05
Amphetamines DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445421	6,265	31,325	\$0.963	5	\$6,033.20	\$30,166.00
Barbiturates DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445424	6,559	26,236	\$0.706	4	\$4,630.65	\$18,522.60
Benzodiazepines DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445431	6,559	32,795	\$0.706	5	\$4,630.65	\$23,153.25
Buprenorphine E2P - RGT - 1 L	10720046	8,450	25,350	\$0.500	3	\$4,225.00	\$12,675.00
Cocain DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445439	7,064	35,320	\$0.718	5	\$5,071.95	\$25,359.75
Creatinin perfect - RGT - 900 ml / 200 ml	10445265	6,660	33,300	\$0.100	5	\$666.00	\$3,330.00
Ethanol EMIT II Plus - RGT - 1000 ml / 435 ml	10445453	4,375	30,625	\$0.561	7	\$2,454.38	\$17,180.66
Ethyl Glucuronide HEIA - RGT - 25 ml	10718409	252	2,520	\$0.650	10	\$163.80	\$1,638.00
Methadone DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445428	6,559	26,236	\$0.706	4	\$4,630.65	\$18,522.60
Opiates DAU EMIT II Plus - RGT - 1000 ml / 435 ml	10445417	6,811	34,055	\$0.782	5	\$5,326.20	\$26,631.00
Oxycodone HEIA - Syva - RGT - 500 ml	10991157	6,038	30,190	\$0.500	5	\$3,019.00	\$15,095.00
Specific Gravity Validity Check - RGT - 100 ml	10445300	490	1,960	\$0.100	4	\$49.00	\$196.00
THC DAU EMIT II Plus - RGT - 1000 ml / 500 ml	10445471	6,559	32,795	\$0.561	5	\$3,679.60	\$18,398.00
THC-1 Synth. Cannabinoids - Syva - RGT - US 100 ml	10990877	1,006	3,018	\$1.485	3	\$1,493.91	\$4,481.73
THC-2 Synth. Cannabinoids - Syva - RGT - US 100 ml	10990882	1,006	3,018	\$1.485	3	\$1,493.91	\$4,481.73
pH value check perfect - RGT - 900 ml	10445274	4,725	23,625	\$0.100	5	\$472.50	\$2,362.50
DAU Total Annual			375,293				\$224,726.87

Products: Supplies

Supply	Part #	Annual # of Kits	Total Annual
6-AM/Ecstasy Calibrators L1 - Syva - CAL - 10 ml	10470441	2	Included
6-AM/Ecstasy Calibrators L2 - Syva - CAL - 10 ml	10470442	2	Included
6-AM/Ecstasy Calibrators L3 - Syva - CAL - 10 ml	10470443	2	Included
6-AM/Ecstasy Calibrators L4 - Syva - CAL - 10 ml	10470444	2	Included
Creatinine Validity Calibrator 100 mg - Syva - CAL - 14 ml	10445270	2	Included
Creatinine Validity Calibrator 2 mg - Syva - CAL - 14 ml	10445273	2	Included
Creatinine Validity Calibrator 20 mg - Syva - CAL - 14 ml	10445269	2	Included
Creatinine Validity Calibrator 400 mg - Syva - CAL - 14 ml	10445271	2	Included
EMIT II Plus DAU L0 Calibrator - Syva - CAL - 14 ml	10445406	2	Included
EMIT II Plus DAU L1 Calibrator - Syva - CAL - 14 ml	10445407	2	Included
EMIT II Plus DAU L2 Calibrator - Syva - CAL - 14 ml	10445408	2	Included
EMIT II Plus DAU L3 Calibrator - Syva - CAL - 14 ml	10445409	2	Included
EMIT II Plus DAU L4 Calibrator - Syva - CAL - 14 ml	10445410	2	Included
EMIT II Plus DAU L5 Calibrator - Syva - 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
Ethanol EMIT Calibrator 100 - Syva - CAL - 3 ml	10445448	14	Included
Ethanol EMIT Calibrator Neg - Syva - CAL - 3 ml	10445445	14	Included
Ethanol EMIT Control High - Syva - CTL - 3 ml	10445449	14	Included
Ethanol EMIT Control Low - Syva - CTL - 3 ml	10445447	14	Included
Ethyl Glucuronide Calibrator 1000 ng - Syva - CAL	10718432	2	Included
Ethyl Glucuronide Calibrator 500 ng - Syva - CAL	10718430	2	Included
Ethyl Glucuronide Controls - Syva - CTL - 375 + 625 ng	10718431	4	Included
Ethyl Glucuronide Controls - Syva - CTL - 750 + 1250 ng	10718433	4	Included
Negative Urine Control Immunalysis - Syva - CTL - 10 ml	10718412	2	Included
Oxycodone UR Calibrator - Syva - CAL - 0,100,300,500,1000 ng	10991162	2	Included
Oxycodone UR Calibrator - Syva - CAL - 100 ng	10991158	2	Included
Oxycodone UR Calibrator - Syva - CAL - 300 ng	10991160	2	Included
Oxycodone UR Controls - Syva - CTL - 225 + 375 ng	10991161	3	Included
Oxycodone UR Controls - Syva - CTL - 75 + 125 ng	10991159	3	Included
Specific Gravity Validity Calibrators - Syva - CAL - 1.003	10445290	2	Included
Specific Gravity Validity Calibrators - Syva - CAL - 1.0200	10445291	2	Included
THC Synth. Cannabinoids CAL US 10ng	10990884	2	Included
THC Synth. Cannabinoids CAL US 20ng	10990879	2	Included
THC Synth. Cannabinoids CTL US 10&30ng	10990880	1	Included
THC Synth. Cannabinoids CTL US 5&15ng	10990885	1	Included
Tramadol UR Calibrator - Syva - CAL - 200 ng	10720963	2	Included
Tramadol UR Controls - Syva - CTL - 150 + 250 ng	10720964	3	Included
Validity Neg Calibrator - Syva - CAL - 14 ml	10445268	2	Included
pH Validity Calibrator 11 - Syva - CAL - 14 ml	10445283	2	Included
pH Validity Calibrator 12 - Syva - CAL - 14 ml	10445284	2	Included
pH Validity Calibrator 2 - Syva - CAL - 14 ml	10445279	2	Included
pH Validity Calibrator 3 - Syva - CAL - 14 ml	10445280	2	Included
pH Validity Calibrator 4.5 - Syva - CAL - 14 ml	10445286	2	Included
pH Validity Calibrator 9 - Syva - 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:

By: _____
Name (print): _____
Title: _____
Date: _____

SIEMENS HEALTHCARE DIAGNOSTICS INC.:

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

AND

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