

Pricing valid 60 days from delivery of price quote

Microgenics Corporation
 46500 Kato Road, Fremont, CA 94538
 Technical/Customer Service: 800-232-3342

PROGRAM AGREEMENT

This Agreement dated 3/1/2019 ("Effective Date"), is by and between MICROGENICS CORPORATION "Manufacturer" and Washoe County (hereinafter referred to as "Customer").

SECTION I: ACCOUNT INFORMATION

Contract Begin Date*: 3/1/2019

Contract End Date*: 2/29/2024

BILL TO INFORMATION:

Account No.:
 Customer Name: **Washoe County**
 Street Address: 1530 E 6th Street
 City, State, ZIP: Reno, Nevada 89512
 Telephone:
 Fax:
 Finance Contact, Title:
 E-mail:
 Taxable: NO
 Tax Code:

SHIP TO INFORMATION:

Account No.:
 Customer Name: **Washoe County**
 Street Address: 1530 E 6th Street
 City, State, ZIP: Reno, Nevada 89512
 Telephone:
 Fax:
 Lab Contact, Title:
 E-mail:
 Taxable: NO
 Tax Code:

SECTION II: TERMS and INSTRUMENT INFORMATION

Term (Months): 60
 Primary Analyzer Model: Beckman AU680
 Placement Option: Reagent Rental
 Purchase Price per Analyzer: \$0
 Monthly Lease Amount Per Analyzer: \$0
 Service Option: Mon-Fri, 8AM-5PM
 Service Cost Per Year Per Analyzer: Included
 Service Vendor:

Payment Terms: NET 30 DAYS
 Instrument Consumables: Included
 Water System: Included
 Water System Vendor:
 Lab Information System: Included
 Lab Information System Vendor:
 End of Term Purchase Option: Purchase at Fair Market Value

Annual Purchase Commitment

Total Annual Committed Tests: 618,000
 Est. Reagent Purchase Commitment: \$164,011.53
 Est. Cals. & Controls Commitment: \$656.05
 Annual Instrument Lease Charges: \$0.00
 Annual Instrument Service Charges: \$12,000.00
Total Annual Purchase Commitment: \$164,667.58

Total Contract Purchase Commitment

Total Committed Tests: 3,090,000
 Total Reagent Commitment: \$870,759.49
 Total Calibration Commitment: \$3,483.04
 Total Instrument Lease: \$0.00
 Total Instrument Service Charge: \$60,000.00
 Instrument Purchase Total: \$0.00
Total Contract Commitment: \$874,242.53

SECTION III: ADDITIONAL COMMENTS

Sober 24 New Business - Combination of 2 programs 2nd Judicial District (RMOMS 2018 Annual Sales 48K) and Sober24. New Business projected at 130K from Sober 24 programs.

SECTION IV: SIGNATURES

This Agreement shall not commence and become binding unless and until accepted in writing below by an authorized representative of Microgenics Corporation from its Home Office.

*Contract start and end dates are effective upon receipt of original ,signed contract documents in Microgenics Home Office.

Customer Name/Title (print):

Customer Signature:

Date:

Microgenics Representative Name (print): Mike Robbins, michael.robbins@thermofisher.com, (303) 4375214

Microgenics Signatory Signature:

Date:

Entry #5711

Date Printed:

4/5/2019

SECTION VII Reagent Rental AddendumCustomer: **Washoe County**

- 1. REAGENT PURCHASE:** Under this Agreement, Customer agrees to purchase an Annual Purchase Commitment (as defined in Section III below) of Manufacturer's products as described in Section II, IV and VI (hereinafter the "Products") during the Term (as defined in Section II) commencing on the Effective Date. Each twelve-month period during the Term shall be referred to as a "Contract Year." In exchange, Manufacturer will install the instrument(s) identified in Section II ("Instrument(s)") at the Customer's above location, provided that Customer shall be responsible for shipping costs and sales tax for the Instrument, if applicable. Should Customer's Products consumption fall below the agreed Annual Purchase Commitment in any given Contract Year, Manufacturer may, at its sole discretion, remove the Instrument(s) from the Customer location and be entitled to liquidated damages in the amount of one year's Annual Purchase Commitment less annual contract sales.

The Products will be ordered as needed by separate and individual purchase orders for each transaction, or standing order.

The prices for the Products are listed in Sections IV and VI and shall be firm for all purchase orders received by Manufacturer during the first Contract Year. Manufacturer may increase the prices for the Products no more than once in any Contract Year, by giving notice to Customer. Notwithstanding the foregoing, upon 30 days written notice to the Customer, Manufacturer may increase the purchase price for any Product to account for (i) a significant increase in the cost of any raw material for the Product; (ii) any other significant increase in the cost to manufacture or supply the Product under this Agreement; or (iii) for a measurable decline in volume of Products purchased by Purchaser.
- 2. SERVICE:** Manufacturer or Manufacturer's authorized representatives shall service the Instruments and shall replace parts necessary to keep the Instruments in working order at no additional cost to Customer for the duration of the agreement. Customer shall not alter the Instrument or make any repairs not clearly specified by Manufacturer. Customer shall operate the Instrument in accordance with the User Manual at all times and be responsible for maintaining the proper environment for the Instrument. Manufacturer is not obligated to perform service on any Instrument that in Manufacturer's sole judgment (i) has been damaged by environmental or operational conditions, including but not limited to the elements, an accident, failure of electrical power, or acts of nature; (ii) has been modified or utilized with unauthorized parts or non-Manufacturer software or reagents; (iii) has been repaired by any individual that is not an authorized Manufacturer employee or designee; or (iv) has been used by an operator that has failed to follow standard Instrument maintenance policies. Any work done on an instrument that was caused by one of the aforementioned events will be billed to the Customer at the Manufacturer's then current hourly rate.
- 3. TITLE:** The Instruments are and shall remain the property of Manufacturer, and title to the Instruments shall remain exclusively in Manufacturer until the end of the Term, at which point title shall transfer to Customer pursuant to the terms set forth in section 1 above. The Customer will keep the Instruments free from all attachments, liens, security interests, and encumbrances. Customer shall not make any changes or alterations to the Instruments or remove any labels, signs, symbols, trademarks or serial numbers affixed to the Instruments. It is hereby understood that the Customer grants to Manufacturer a security interest in the Instruments and authorizes Manufacturer to file any UCC Financing Statement or Schedule 1 documentation. Customer will, if requested, execute any and all such documentation.
- 4. RISK OF LOSS:** Customer assumes responsibility for loss or damage to the Instruments from any cause whatsoever, except for loss or damage caused by Manufacturer, its employees or agents. Customer shall promptly notify Manufacturer of any loss or damage to the Instruments. If Manufacturer, in its discretion, determines that the damaged Instruments are repairable, the Customer shall pay the costs of repair and Manufacturer, at its option, shall either repair or replace the Instruments. If Manufacturer decides the Instruments are unrepairable, or if the Instruments are lost or stolen, then the Customer shall pay Manufacturer the balance of the amounts owed for the prorated cost of the instrument(s).
- 5. INSPECTION AND LOCATION:** Manufacturer may, with reasonable notice during regular business hours, enter upon the Customer's premises where the Instruments are located for the purpose of inspecting the Instruments. Instruments may not be relocated without written approval from Manufacturer.
- 6. TAXES:** Customer shall be responsible for and indemnify Manufacturer for all federal, state and local taxes incurred by Manufacturer and which may be imposed upon the use, possession, ownership, or rental of the Instruments. If the above named entity is tax exempt, then evidence of such status shall be supplied to Manufacturer in the form of a duly authorized tax exempt certificate.
- 7. DISCOUNT/PRICE REDUCTION DISCLOSURE:** Customer has been informed of and agrees to properly disclose and appropriately reflect any discounts or reductions in price associated with Products or Instruments described in this Agreement, in costs claimed or charges made by Customer under Medicare, Medicaid, or federal or state healthcare programs requiring such disclosure or reporting, Social Security Act, section 1128B (b) (3) (A), 42 U.S.C. section 1320a-7b (b) (3) (A). If Customer needs any additional information from Manufacturer in order to meet such requirements, Customer agrees to make a written request.
- 8. TERMS AND CONDITIONS:** This Agreement and the attached terms and conditions of sale in Section VII, including but not limited to the warranty, indemnification and other terms of sale, supersedes all terms and conditions contained in any order form issued by the Customer, which are hereby expressly rejected.
- 9. INSURANCE:** The Customer shall provide, maintain and pay for (a) insurance against the loss or theft of or damage to the Instruments, for full replacement value thereof, naming Manufacturer as an additional insured, and (b) comprehensive product liability insurance protecting against claims for bodily injury, death and/or property damage arising out of the use, possession, operating or condition of the Instrument. The Customer shall maintain general liability insurance having minimum limits of \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, and worker's compensation coverage having statutory limits. At Manufacturer's request, the Customer shall make available such insurance policies for Manufacturer's review and inspection.
- 10. TRANSPORTATION AND RETURN OF EQUIPMENT:** If, for any reason, the Customer needs to return the Instruments, the Customer must notify Manufacturer Technical Service for packing and shipping instructions. The Instruments are to be returned in the same condition as received, ordinary wear and tear accepted. The

Customer will be responsible for the loss of or damage to the Instruments while they are in return transit and shall bear the packing and transportation expenses for the return of the Instruments.

11. **ASSIGNMENT:** The Customer may not assign or transfer this Agreement or the Instruments without Manufacturer's prior written consent. Manufacturer and any of its assignees may assign this Agreement and grant a security interest to a third party without Customer's consent.
12. **FORCE MAJEURE:** Except for Customer's obligation to pay for Products under this Agreement, neither Party shall be liable to the other for its delay or failure to perform under this Agreement or shall have any right to terminate this Agreement for any such delay or failure in performance attributable to any Act of God including but not limited to, flood, fire, explosion, strike, lockout, labor dispute, casualty or accident, war, revolution, civil commotion, act of public enemies, blockage or embargo, injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any government or subdivision, authority or representative of any such government, or any other cause beyond the reasonable control of such Party, if the Party affected shall give prompt notice of any such cause to the other Party. The Party giving such notice shall thereupon be excused from such of its obligations, hereunder for the period of time that it is so disabled.
13. **MISCELLANEOUS:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Both parties shall comply with all applicable federal and state laws and regulations. This Agreement hereby cancels and supersedes all previous Agreements between the parties hereto pertaining to the subject matter hereof whether in oral or in writing and constitutes the entire Agreement of the parties hereto, and shall not be amended or altered in any respect except in writing executed by the parties. Any changes to this Agreement must be made by mutual written consent of both parties. In the event any provision of this contract is rendered invalid or unenforceable by law, or is declared void by any court of competent jurisdiction, the remainder of the provisions of this contract shall remain in full force and effect. No waiver of any term or condition of this contract shall be deemed to be subsequent waiver of any other term or condition. No delay or failure of a party to the contract to exercise a right under the contract shall constitute a waiver of that right. To be effective and binding on a party, a waiver must be in writing and signed by that party.

Customer Signature: _____

Date: _____

Date Printed: 4/5/2019

SECTION V Committed Products Addendum

Customer: Washoe County

Contract Length (Months): 60

Total Annual Tests: 618,000

Estimated Annual \$*: \$164,668

(*Annual \$ includes estimated calibration)

(**Term Total includes 3 % Annual Price Increase)

Analyte	Product	Description	# Annual Tests	# Annual Kits	Yield	Kit Price	\$/Test	Annual Total	**Term Total
Amphetamine	0018	Amphetamine 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
Benzodiazepine	0040	Benzodiazepine 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
Cocaine	0056	Cocaine 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
Creatinine	1797	Creatinine 500mL	72,000	12.3	5,870	\$410.90	\$0.070	\$5,054	\$26,833
Ecstasy	100076	Ecstasy (MDMA) 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
ETG	10015893	EtG Ethylglucuronide 500mL C.JF	60,000	7.5	8,048	\$2,816.80	\$0.350	\$21,126	\$112,161
Fentanyl	10016005	Fentanyl 500mL C.JF	12,000	1.8	6,653	\$2,328.55	\$0.350	\$4,191	\$22,253
Hydrocodone	10018053	Hydrocodone 500mL	12,000	1.8	6,653	\$2,328.55	\$0.350	\$4,191	\$22,253
Methadone	0597	Methadone 500mL	6,000	1.1	5,423	\$1,084.60	\$0.200	\$1,193	\$6,334
Opiate	0136	Opiate 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
Oxycodone	100248	Oxycodone 70mL	12,000	17.8	673	\$235.55	\$0.350	\$4,193	\$22,260
PCP	0160	PCP (Phencyclidine) 100mL	6,000	5.6	1,076	\$215.20	\$0.200	\$1,205	\$6,398
THC	0186	THC (Cannabinoids) 500mL	60,000	11.1	5,423	\$1,084.60	\$0.200	\$12,039	\$63,917
6-AM	100108	Heroin (6AM) Metabolite MCC	24,000	34.5	695	\$243.25	\$0.350	\$8,392	\$44,555
Buprenorphine	100240	Buprenorphine MCC	18,000	28.5	631	\$220.85	\$0.350	\$6,294	\$33,417
Kratom	10026612	Mitragynine (Kratom) MCC	12,000	16.5	726	\$798.60	\$1.100	\$13,177	\$69,958
Synthetic Cannabinoids	10022955	UR-144/XLR-11 MCC	12,000	16.5	726	\$689.70	\$0.950	\$11,380	\$60,418
Synthetic Cannabinoids	10022977	AB-PINACA MCC	12,000	16.5	726	\$689.70	\$0.950	\$11,380	\$60,418
			618,000					\$164,012	\$870,759

Customer Signature/Date: _____

Date Printed: 4/5/2019

SECTION VI Catalog Price Addendum

Customer: Washoe County
Primary Instrument: Beckman AU680

Annual Testing Volume: 618,000

DRI DRUGS OF ABUSE PRODUCTS

DRI DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
0017	Amphetamine 100mL **	100mL	1076	\$215.20
0037	Alcohol (Ethyl) 100mL	100mL	1237	\$309.25
0038	Alcohol (Ethyl) 500mL	500mL	6237	\$1,559.25
0039	Benzodiazepine 100mL **	100mL	1076	\$215.20
0055	Cocaine 100mL **	100mL	1076	\$215.20
0135	Opiate 100mL **	100mL	1076	\$215.20
0161	PCP (Phencyclidine) 500mL **	500mL	5423	\$1,084.60
0185	THC (Cannabinoids) 100mL **	100mL	1076	\$215.20
0225	Barbiturate 100mL	100mL	1076	\$269.00
0226	Barbiturate 500mL	500mL	5423	\$1,355.75
0394	Cotinine 100mL	100mL	1076	\$1,479.50
0395	Cotinine 500mL	500mL	5423	\$7,456.63
0432	PPX (Propoxyphene) 100mL	100mL	1076	\$269.00
0433	PPX (Propoxyphene) 500mL	500mL	5423	\$1,355.75
0514	Methaqualone 100mL	100mL	1076	\$269.00
0515	Methaqualone 500mL	500mL	5423	\$1,355.75
0596	Methadone 100mL **	100mL	1076	\$215.20
100075	Ecstasy (MDMA) 100mL **	100mL	1076	\$215.20
100115	Methadone Metabolite (EDDP) 100mL	100mL	1076	\$269.00
100116	Methadone Metabolite (EDDP) 500mL	500mL	5423	\$1,355.75
10015894	EtG Ethylglucuronide 68mL C.J.F. **	68mL	985	\$344.75
10024631	Ecstasy Plus 500mL	500mL	5423	\$2,372.56
100249	Oxycodone 500mL **	500mL	5423	\$1,898.05

DRI DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
0239	Alcohol (Ethyl) 50mg/dL Control 5mL	5mL	\$2.50
0243	Alcohol (Ethyl) 300mg/dL Control 5mL	5mL	\$2.50
0460	Cotinine Control 300ng/mL	5mL	\$2.50
0470	Cotinine Control 700ng/mL	5mL	\$2.50
10015934	EtG Ethylglucuronide Control 375ng/mL C.J.F.	25mL	\$12.50
10015936	EtG Ethylglucuronide Control 625ng/mL C.J.F.	25mL	\$12.50
10015937	EtG Ethylglucuronide Control 750ng/mL C.J.F.	25mL	\$12.50
10015939	EtG Ethylglucuronide 1250ng/mL Control C.J.F.	25mL	\$12.50
10016022	Fentanyl 1ng/mL Control C.J.F.	25mL	\$5.00
10016024	Fentanyl 3ng/mL Control C.J.F.	25mL	\$5.00
10018149	Hydrocodone 225ng/mL & 375ng/mL Control Set	10mL	\$13.00
100254	Oxycodone 100ng/mL Cutoff Control	10mL	\$7.50
100255	Oxycodone 300ng/mL Cutoff Control	10mL	\$7.50
0168	THC (Cannabinoids) 60ng/mL Control 5mL	5mL	\$2.50
0170	THC (Cannabinoids) 40ng/mL Control 5mL	5mL	\$2.50
0212	THC (Cannabinoids) 125ng/mL Control 5mL	5mL	\$2.50
0214	THC (Cannabinoids) 75ng/mL Control 5mL	5mL	\$2.50
1401	THC (Cannabinoids) 40ng/mL Control 25mL	25mL	\$12.00
1402	THC (Cannabinoids) 60ng/mL Control 25mL	25mL	\$12.00
1404	THC (Cannabinoids) 125ng/mL Control 25mL	25mL	\$12.00

DRI DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit
0241	Alcohol (Ethyl) 100mg/dL Cal 5mL	5mL	\$2.50
0311	Alcohol (Ethyl) Negative Cal 5mL	5mL	\$2.50
1405	Alcohol (Ethyl) Negative Cal 25mL	25mL	\$12.00
1406	Alcohol (Ethyl) 100mg/dL Cal 25mL	25mL	\$12.00
0404	Cotinine Cal Set	6x5mL	\$4.75
100079	Ecstasy 1000ng/mL Cal	10mL	\$5.00
100080	Ecstasy 750ng/mL Cal	10mL	\$5.00
100081	Ecstasy 500ng/mL Cal	10mL	\$5.00
100082	Ecstasy 250ng/mL Cal	10mL	\$5.00
100117	Methadone Metabolite 150ng/mL Cal	10mL	\$5.00
100118	Methadone Metabolite 300ng/mL Cal	10mL	\$5.00
100120	Methadone Metabolite 1000ng/mL Cal	10mL	\$5.00
100122	Methadone Metabolite 2000ng/mL Cal	10mL	\$5.00
10015932	EtG Ethylglucuronide Negative Cal C.J.F.	25mL	\$12.50
10015933	EtG Ethylglucuronide 100ng/mL Cal C.J.F.	10mL	\$7.50
10015935	EtG Ethylglucuronide 500ng/mL Cal C.J.F.	10mL	\$7.50
10015938	EtG Ethylglucuronide 1000ng/mL Cal C.J.F.	10mL	\$7.50
10015940	EtG Ethylglucuronide 2000ng/mL Cal C.J.F.	10mL	\$7.50
10016023	Fentanyl 2ng/mL Cal C.J.F.	10mL	\$5.00
10018079	Hydrocodone 100ng/mL Cal	10mL	\$5.00
10018080	Hydrocodone 300ng/mL Cal	10mL	\$5.00
10018081	Hydrocodone 500ng/mL Cal	10mL	\$5.00
10018082	Hydrocodone 1000ng/mL Cal	10mL	\$5.00
0034	Urine Low Cal	5mL	\$3.75
0036	Urine High Cal	5mL	\$3.75
1388	Urine Negative Cal DRI 25mL	25mL	\$9.25
1588	Multi Drug Urine 1 Cal 10mL	10mL	\$7.75
1589	Multi Drug Urine 1 Cal 25mL	25mL	\$13.75
1591	Multi Drug Urine 2 Cal 10mL	10mL	\$7.75
1592	Multi Drug Urine 2 Cal 25mL	25mL	\$13.75
1594	Multi Drug Urine 3 Cal 10mL	10mL	\$7.75
1595	Multi Drug Urine 3 Cal 25mL	25mL	\$13.75
1597	Multi Drug Urine 4 Cal 10mL	10mL	\$7.75
1598	Multi Drug Urine 4 Cal 25mL	25mL	\$13.75
1664	Urine Negative Cal DRI 10mL	10mL	\$7.75
1609	Opiate 150ng/mL Cal 25mL	25mL	\$12.00
1610	Opiate 500ng/mL Cal 25mL	25mL	\$12.00
100250	Oxycodone 100ng/mL Cal	10mL	\$5.00
100251	Oxycodone 300ng/mL Cal	10mL	\$5.00
100252	Oxycodone 500ng/mL Cal	10mL	\$5.00
100253	Oxycodone 1000ng/mL Cal	10mL	\$5.00
10024403	pH Detect 4 & 11 SAMSHA Calibrator	2x25mL	\$0.00
0042	THC (Cannabinoids) 50ng/mL Cal 5mL	5mL	\$2.50
0044	THC (Cannabinoids) 100ng/mL Cal 5mL	5mL	\$2.50
0206	THC (Cannabinoids) 200ng/mL Cal 5mL	5mL	\$2.50
0235	THC (Cannabinoids) 20ng/mL Cal 5mL	5mL	\$2.50
1397	THC (Cannabinoids) 20ng/mL Cal 25mL	25mL	\$12.00
1398	THC (Cannabinoids) 50ng/mL Cal 25mL	25mL	\$12.00
1399	THC (Cannabinoids) 100ng/mL Cal 25mL	25mL	\$12.00
1400	THC (Cannabinoids) 200ng/mL Cal 25mL	25mL	\$12.00

Customer Signature/Date: _____

Date Printed: 4/5/2019

SECTION VI Catalog Price Addendum

Customer: Washoe County
Primary Instrument: Beckman AU680

Annual Testing Volume: 618,000

CEDIA DRUGS OF ABUSE PRODUCTS

CEDIA DRUGS OF ABUSE ASSAYS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
100040	Amphetamine/Ecstasy LC	495mL	5423	\$1,355.75
100084	Barbiturate TSC No Barcode	3X17mL	552	\$138.00
100085	Benzodiazepine TSC No Barcode	3x17mL	552	\$138.00
100086	Cocaine TSC No Barcode	3X17mL	519	\$129.75
100087	Methadone Metabolite (EDDP) TSC No Barcode	3X17mL	552	\$138.00
100088	Methadone TSC No Barcode	3X17mL	552	\$138.00
100089	Opiate TSC No Barcode	3X17mL	552	\$138.00
100091	THC (Cannabinoids) TSC No Barcode	3X17mL	552	\$138.00
100093	Barbiturate MCC	65mL	695	\$173.75
100094	Benzodiazepine MCC	65mL	695	\$173.75
100095	Cocaine MCC	65mL	695	\$173.75
100096	Methadone Metabolite (EDDP) MCC	65mL	695	\$173.75
100097	Methadone MCC	65mL	695	\$173.75
100098	Opiate MCC	65mL	695	\$173.75
100099	Opiate 2000 MCC	65mL	695	\$173.75
100100	THC (Cannabinoids) MCC	65mL	695	\$173.75
100103	Amphetamine/Ecstasy MCC	65mL	695	\$173.75
100104	Amphetamine/Ecstasy TSC No Barcode	3X17mL	519	\$129.75
100107	Heroin (6AM) Metabolite TSC No Barcode * *	3X17mL	552	\$193.20
100170	PPX (Propoxyphene) TSC No Barcode	3X17mL	552	\$138.00
100171	PPX (Propoxyphene) MCC	65mL	695	\$173.75
100172	PCP (Phencyclidine) TSC No Barcode	3X17mL	552	\$138.00
100173	PCP (Phencyclidine) MCC	65mL	695	\$173.75
100186	Heroin (6AM) Metabolite LC * *	495mL	5423	\$1,898.05
100190	Buprenorphine TSC No Barcode * *	3X17mL	519	\$181.65
10020850	Buprenorphine II MCC	65mL	774	\$338.63
1661213	Barbiturate LC	495mL	5423	\$1,355.75
1661230	Cocaine LC	495mL	5423	\$1,355.75
1661248	Opiate LC	495mL	5423	\$1,355.75
1661256	THC (Cannabinoids) LC	495mL	5423	\$1,355.75
1661523	PPX (Propoxyphene) LC	495mL	5423	\$1,355.75
1730916	Methadone LC	495mL	5423	\$1,355.75
1732137	LSD SC	18mL	0	\$0.00
1775561	Benzodiazepine LC	495mL	5423	\$1,355.75
1815296	Opiate 2000 LC	495mL	5423	\$1,355.75
1815784	PCP (Phencyclidine) LC	495mL	5423	\$1,355.75
1868217	Methadone Metabolite (EDDP) LC	495mL	5423	\$1,355.75

MAS TOXICOLOGY CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
DOAT-2	DOA TOTAL L2 MAS	6x18mL	\$22.50
DOAT-3	DOA TOTAL L3 MAS	6x18mL	\$22.50
DOAT-4	DOA TOTAL L4 MAS	6x18mL	\$22.50
DOAT-5	DOA TOTAL L5 MAS	6x18mL	\$22.50
DOAT-6	DOA TOTAL L6 MAS	6x18mL	\$22.50
DOAT-MP	DOA TOTAL MP MAS	6x18mL 1 lev ea	\$22.50
DOAT-1	DOA TOTAL L1 MAS	6x18mL	\$15.00
LIG-101	Kit Liquimmune L1 MAS	6x5mL	\$14.70
LIG-202	Kit Liquimmune L2 MAS	6x5mL	\$14.70
LIG-303	Kit Liquimmune L3 MAS	6x5mL	\$14.70
PTD1-1001	Kit PAR TDM L1 MAS	6x5mL	\$12.45
PTD2-2002	Kit PAR TDM L2 MAS	6x5mL	\$12.25
PTD3-3003	Kit PAR TDM L3 MAS	6x5mL	\$12.25
10011608	Kit Tox Ctrl MP MAS	6x5mL	\$7.50

CEDIA DAU CALIBRATORS

Cat #	Prod Desc	Kit Size	\$/Kit
100031	Heroin (6AM) 10ng Cutoff Cal	5mL	\$7.50
100034	Heroin (6AM) 20ng High Cal	5mL	\$7.50
100241	Buprenorphine 0ng/mL Cal	7.5mL	\$5.00
100242	Buprenorphine 5ng/mL Cal	5mL	\$5.00
100243	Buprenorphine 20ng/mL Cal	5mL	\$5.00
100244	Buprenorphine 50ng/mL Cal	5mL	\$5.00
100245	Buprenorphine 75ng/mL Cal	5mL	\$5.00
10020799	Buprenorphine II 10ng/mL Cal	1x5mL	\$10.00
10020800	Buprenorphine II 20ng/mL Cal	1x5mL	\$10.00
10020801	Buprenorphine II 50ng/mL Cal	1x5mL	\$10.00
10020802	Buprenorphine II 100ng/mL Cal	1x5mL	\$10.00
10021390	Buprenorphine II Negative Cal	1x17mL	\$10.00
10022753	Mitragynine (Kratom) Neg Cal II_CJF	1x7.5mL	\$7.00
10026590	Mitragynine (Kratom) Cal 20 ng/mL	5mL	\$10.00
10026591	Mitragynine (Kratom) Cal 50 ng/mL	5mL	\$10.00
10026592	Mitragynine (Kratom) Cal 100 ng/mL	5mL	\$10.00
10026593	Mitragynine (Kratom) Cal 200 ng/mL	5mL	\$10.00
1732153	LSD Cut Off Cal	5mL	\$5.00
1732161	LSD Intermediate Cal	5mL	\$5.00
1732196	LSD High Cal	5mL	\$5.00
100033	Multi Drug Optional Cal 5mL	5mL	\$6.50
1730380	Multi Drug Intermediate Cal 5mL	5mL	\$4.25
1730398	Multi Drug High Cal 5mL	5mL	\$4.25
1730401	Multi Drug Primary-Clinical Cal 5mL	5mL	\$4.25
1730428	Multi Drug Secondary Cal 5mL	5mL	\$4.25
1730517	Multi Drug Secondary Cutoff Cal 15mL	15mL	\$10.00
1732218	Multi Drug Intermediate Cal 15mL	15mL	\$10.00
1732226	Multi Drug High Cal 15mL	15mL	\$10.00
1815326	Multi Drug Primary Cal 5mL	5mL	\$4.25
1815334	Multi Drug Primary Cal 15mL	15mL	\$10.00
1557416	Urine Negative Cal CEDIA 5mL	5mL	\$2.50
1661388	Urine Negative Cal CEDIA 15mL	15mL	\$6.00
1662848	PPX / Methadone Cutoff Cal	5mL	\$3.25
1662856	PPX / Methadone Intermediate Cal	5mL	\$3.25
1662864	PPX / Methadone High Cal	5mL	\$3.25
10022754	UR-144 10ng/mL Cal	1x5mL	\$10.00
10022755	UR-144 20ng/mL Cal	1x5mL	\$10.00
10022756	UR-144 40ng/mL Cal	1x5mL	\$10.00
10022759	UR-144 60ng/mL Cal	1x5mL	\$10.00
10022930	AB-PINACA Negative III Cal	1x10mL	\$10.00
10022931	AB-PINACA 5ng/mL Cal	1x5mL	\$10.00
10022932	AB-PINACA 20ng/mL Cal	1x5mL	\$10.00
10022933	AB-PINACA 50ng/mL Cal	1x5mL	\$10.00
10022934	AB-PINACA 100ng/mL Cal	1x5mL	\$10.00
1557505	THC (Cannabinoids) 25ng/mL Cal	15mL	\$10.00
1557513	THC (Cannabinoids) 50ng/mL Cal	15mL	\$10.00
1557521	THC (Cannabinoids) 75ng/mL Cal	15mL	\$10.00
1557530	THC (Cannabinoids) 100ng/mL Cal	15mL	\$10.00
1557548	THC (Cannabinoids) 150ng/mL Cal	15mL	\$10.00
10014954	Multi Drug Oral Fluid Negative Cal	20mL	\$10.00
10014955	Multi Drug Oral Fluid Cutoff Cal	10mL	\$6.50
10022355	Multi-Drug Oral Fluid Cutoff Set B Cal	10mL	\$6.50
10014950	Methamphetamine Oral Fluid Negative Cal	10mL	\$6.50
10014951	Methamphetamine Oral Fluid 40ng/mL Cutoff Cal	5mL	\$3.75
10014922	THC (Cannabinoids) Oral Fluid Negative Cal	10mL	\$6.50
10014923	THC (Cannabinoids) Oral Fluid (1ng/mL) Cutoff Cal	5mL	\$3.75

CEDIA DAU CONTROLS

Cat #	Prod Desc	Kit Size	\$/Kit
100246	Buprenorphine Control Set 3ng to 7ng	2x5mL	\$7.50
10020804	Buprenorphine II Control Set 7.5ng/mL and 12.5ng/mL	2x5mL	\$15.00
10026594	Mitragynine (Kratom) Ctrl Set 37.5ng / 62.5ng	2x5mL	\$15.00
1815440	Multi Drug Specialty Control Set	3x5mL	\$10.00
10022760	UR-144 5ng/mL (low) & 15ng/mL (High) Control Set	2x5mL	\$15.00
10022935	AB-PINACA 10ng/mL (Low) & 30ng/mL (High) Control set	2x5mL	\$15.00
1661060	THC (Cannabinoids) 100 Control Set (75ng/mL & 125ng/mL)	2x15mL	\$10.00
1661078	THC (Cannabinoids) 50 Control Set (37.5ng/mL & 62.5ng/mL)	2x15mL	\$10.00
1661086	THC (Cannabinoids) 25 Control Set (18.75ng/mL & 31.25ng/mL)	2x15mL	\$10.00
10014957	Multi Drug Oral Fluid Control Set	2x15mL	\$7.50
10022356	CEDIA Multi-Drug Oral Fluid Control Set B	2x15mL	\$7.50
10014953	Methamphetamine Oral Fluid 20ng/mL & 60ng/mL Control Set	2x10mL	\$7.50
10014925	THC (Cannabinoids) Oral Fluid (0.5ng & 1.5ng) Control Set	2x10mL	\$7.50

DAU SPECIALTY PRODUCTS

Cat #	Prod Desc	Kit Size	\$/Kit
127680	Beta-Glucuronidase	5mL	\$324.99

CEDIA/DRI MULTI-DRUG DAU CONTROL SETS

Cat #	Prod Desc	Kit Size	\$/Kit
100069	Multi Drug Optional Control Set	2x5mL	\$8.00
100200	Multi Drug Primary Control Set	3x5mL	\$15.00
100201	Multi Drug Clinical Control Set	3x5mL	\$15.00
100202	Multi Drug Select Control Set	3x5mL	\$15.00

Customer Signature/Date: _____

Date Printed: 4/5/2019

SECTION VI Catalog Price Addendum

Customer: Washoe County
Primary Instrument: Beckman AU680
Annual Testing Volume: 618,000

CEDIA ORAL FLUIDS TESTING PRODUCTS

CEDIA ORAL FLUIDS TESTING PRODUCTS

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014764	Cocaine Oral Fluid MCC	65mL	726	\$907.50
10014873	Opiate Oral Fluid MCC	65mL	726	\$907.50
10014888	PCP (Phencyclidine) Oral Fluid MCC	65mL	726	\$907.50
10014910	THC (Cannabinoids) Oral Fluid MCC	65mL	726	\$907.50
10014947	Amphetamine Oral Fluid MCC	65mL	726	\$907.50
10014949	Methamphetamine Oral Fluid MCC	65mL	726	\$907.50
10015531	Oral Fluid Buffer	1L	800	\$199.99
10018579	Amphetamine TSC Oral Fluid	3x17mL	726	\$907.50
10018585	THC (Cannabinoids) Oral Fluid TSC	3x17mL	726	\$907.50
10018590	Cocaine Oral Fluid TSC No Barcode	3x17mL	726	\$907.50
10018595	Methamphetamine Oral Fluid TSC	3x17mL	726	\$907.50
10018600	Opiate Oral Fluid TSC	3x17mL	726	\$907.50
10018605	PCP (Phencyclidine) Oral Fluid TSC	3x17mL	726	\$907.50
10022348	Barbiturates Oral Fluid MCC	65mL	726	\$907.50
10022349	Benzodiazepine Oral Fluid MCC	65mL	726	\$907.50
10022350	Methadone Oral Fluid MCC	65mL	726	\$907.50
10022351	Oxycodone Oral Fluid MCC	65mL	726	\$907.50
96100-050	Oral Eze Collection Device 50	50/kit	50	\$62.50
96100-500	Oral Eze Collection Device 500	500/kit	500	\$625.00
96105-050	Oral Eze Sample Extractor 50	50/kit	50	\$62.50
96105-500	Oral Eze Sample Extractor 500	500/kit	500	\$625.00

DRI SERUM TOXICOLOGY

DRI Toxicology Calibrators and Controls

Cat #	Prod Desc	Kit Size	\$/Kit
1091	Serum Acetaminophen Cal Set	1x5mL 5x2mL ea	\$4.75
0962	Serum/Urine Tox Negative Cal	5mL	\$2.50
0963	Serum/Urine Tox 1 Cal	5mL	\$3.75
0965	Serum/Urine Tox 2 Cal	5mL	\$3.75
0967	Serum/Urine Tox 3 Cal	5mL	\$3.75
0976	Serum/Urine Tox 4 Cal	5mL	\$3.75

SERUM TOXICOLOGY

Cat #	Prod Desc	Kit Size	\$/Kit
0911	Serum/Urine Barbiturate Tox	25mL	\$499.99
0920	Serum/Urine Benzodiazepine Tox	25mL	\$499.99
1086	Serum/Urine Acetaminophen Tox	25mL	\$499.99
1128	Serum/Urine Tricyclic Tox	25mL	\$499.99

Customer Signature/Date: _____

Date Printed: 4/5/2019

SECTION VI Catalog Price Addendum

Customer: Washoe County
 Primary Instrument: Beckman AU680

Annual Testing Volume: 618,000

INDIKO PRODUCTS

DRI Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10014585	Amphetamine Barcode-Indiko **	3x18mL	600	\$120.00
10014593	Cocaine Barcode-Indiko **	3x18mL	600	\$120.00
10014601	Opiate Barcode-Indiko **	3x18mL	600	\$120.00
10014665	THC (Cannabinoids) Barcode-Indiko **	3x18mL	600	\$120.00
10014673	PCP (Phencyclidine) Barcode-Indiko **	3x18mL	600	\$120.00
10014681	Ecstasy (MDMA) Barcode-Indiko **	3x18mL	600	\$120.00
10015632	Oxycodone Barcode-Indiko **	3x18mL	600	\$210.00
10015638	Creatinine Validity Barcode-Indiko **	3x18mL	456	\$31.92
10015644	Benzodiazepine Barcode-Indiko **	3x18mL	600	\$120.00
10015648	Barbiturates Barcode-Indiko	3x18mL	600	\$150.00
10015654	pH Validity Detect Barcode-Indiko	3x18mL	618	\$54.08
10016006	Fentanyl Barcode-Indiko C/JF **	3x18mL	639	\$223.65
10016154	EtG Ethylglucuronide Barcode-Indiko C/JF **	3x18mL	774	\$270.90
10016397	Alcohol (Ethyl) Barcode-Indiko	3x18mL	600	\$150.00
10016403	Methadone Barcode-Indiko **	3x18mL	600	\$120.00
10018054	Hydrocodone Barcode-Indiko **	3x18mL	639	\$223.65
10018510	PPX (Propoxyphene) Barcode-Indiko	3x18mL	600	\$150.00
10018516	Cotinine Barcode-Indiko	3x18mL	600	\$825.00
10018528	General Oxidant Validity Barcode-Indiko	6x18mL	618	\$54.08
10018532	Specific Gravity Detect Validity Barcode-Indiko	6x18mL	618	\$54.08

CEDIA Indiko

Cat #	Prod Desc	Kit Size	# Test/Kit	\$/Kit
10015213	Heroin (6AM) Metabolite Barcode-Indiko **	3x18mL	552	\$193.20
10015658	Buprenorphine Barcode-Indiko **	3x18mL	519	\$181.65
10016409	Benzodiazepine Barcode-Indiko	3x18mL	519	\$129.75
10016413	Cocaine Barcode-Indiko	3x18mL	519	\$129.75
10016417	Amphetamine/Ecstasy Barcode-Indiko	3x18mL	519	\$129.75
10016421	Methadone Metabolite (EDDP) Barcode-Indiko	3x18mL	552	\$138.00
10016425	Methadone Barcode-Indiko	3x18mL	552	\$138.00
10016429	Opiate Barcode-Indiko	3x18mL	552	\$138.00
10016433	THC (Cannabinoids) Barcode-Indiko	3x18mL	552	\$138.00
10017365	Barbiturate Barcode-Indiko	3x18mL	519	\$129.75
10020849	Buprenorphine II Barcoded-Indiko	3x18mL	639	\$279.56
10022949	UR-144/XLR-11 Barcode-Indiko **	3x18mL	600	\$570.00
10022971	AB-PINACA Barcode-Indiko **	3x18mL	600	\$570.00
10026604	Mitragynine (Kratom) Barcode Indiko **	3x18mL	600	\$660.00

Customer Signature/Date: _____

Date Printed: 4/5/2019

SECTION VI: TERMS & CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Seller hereby offers for sale to the buyer ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, FOB Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time; Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.

6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to & risk of loss to the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace Products and/or provide additional parts or services as reasonably necessary to cause the Products to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Seller further reserves the right, in its sole discretion, to extend any Warranty Period if at the time that the Warranty Period would otherwise expire, there are ongoing concerns regarding a Product's conformance to the warranty stated herein. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective medical device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired.

Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS PROVIDED HEREIN, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. **INDEMNIFICATION.** 8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's

designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Thus, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

10. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 7 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B) ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

11. **EXPORT RESTRICTIONS** Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. **MEDICARE/MEDICAID REPORTING REQUIREMENTS:** If Buyer is a recipient of Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid hereunder in a way that complies with all applicable federal, state and local laws and regulations which establish "Safe Harbor" for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller in order to meet its reporting requirements. Buyer acknowledges that agreement to such reporting requirement was a condition precedent to Seller's agreement to provide Products and that Seller would not have entered into this Agreement had Buyer not agreed to comply with such obligations.

13. **MISCELLANEOUS.** (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other. (j) Seller may, in its sole discretion, provide (1) applicable Product training to Buyer or its employees, or (2) samples of Products to Buyer for distribution to patients of Buyer. Buyer agrees that any such samples shall be distributed to patients for patient use or, if not so distributed, returned to Seller. Buyer shall not use such samples to provide care to patient and shall not bill patients or third party payers for the provision of such samples.