

Expressly Prepared For:

COUNTY OF HIDALGO TEXAS
1304 S 25TH AVE
HEALTH DEPARTMENT
EDINBURG, TX 78542-7205





250 South Kraemer
Boulevard
P.O. Box 8000
Brea, California 92821-8000

AGREEMENT

Initial Agreement Term: 60 months

BCI Customer No: 11389896

Quote No: 2023-2678515751

CUSTOMER BILL TO:

CUSTOMER SHIP TO:

73395925
COUNTY OF HIDALGO TEXAS
1304 S 25TH AVE
HEALTH DEPARTMENT
EDINBURG, TX 78542-7205

Beckman Coulter Representative(s): Stephen Hughes shhughes@beckman.com

PURCHASE AGREEMENT

This "Agreement" was prepared for ("Customer," also "you" or "your") at the above "Bill To" address by Beckman Coulter, Inc. ("Beckman Coulter," also "our," "we" or "us") and contains the terms and conditions that will apply for you to obtain the Products and Services. This Agreement consists of: I) Products and Services, and II) Terms and Conditions. In consideration of the mutual promises and conditions herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PRODUCTS AND SERVICES

EQUIPMENT

We will provide the "Equipment" listed in the table below.

Part #	Equipment Description	Type	Acquisition Option	Qty	List Price	Your Price	Net Price	Monthly
B1018-340	WA 40 PLUS SYSTEM	New	Purchase	1	\$123,548.10	\$49,990.00	\$49,990.00	N/A

Total Purchase Price (including Hardware/Misc Parts) \$49,990.00

MISC PARTS

Part #	Equipment Description	Acquisition Option	Qty	List Price	Your Price	Net Price	Monthly
C24162	LabPro V5.0 System DVD Kit (US)	Purchase	1	\$1,990.00	Included	Included	N/A

Purchase Price (Included in Total Purchase Payment)



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SERVICES

We will provide the "Services" listed below. You must purchase such "Services", either by paying the annual price indicated or by paying the Total Monthly Service Payment under this Agreement for each month of the Term.

Annual Service Pricing per Equipment Quantity

Description	Service Type	Payment Start Month	Year 1	Year 2	Year 3	Year 4	Year 5
WA40 Plus DxS Protection Service Package (8x5)	8x5	N/A	Warranty	\$7,927.50	\$7,927.50	\$7,927.50	\$7,927.50

Total Service Payment \$31,710.00

Standard services coverage and terms provided as part of a total service agreement are specified at <https://www.beckmancoulter.com/en/support/service-terms-and-conditions> and incorporated herein.

TRAINING

As part of the price for certain Equipment listed under this Agreement, Beckman Coulter will provide you with customer training as specified below. At least one key operator from your staff must attend the specified training within sixty (60) days from the Effective Date or as soon thereafter as possible if Beckman Coulter does not have available training slots during this sixty (60) day period. If Beckman Coulter determines that additional training is necessary during the term of this Agreement, Beckman Coulter will provide the training at Beckman Coulter's convenience. Factory-based training includes tuition, airfare, appropriate course materials, which may be in electronic media, reasonable lodging and meals. You must pay all incidental, optional, and personal expenses. All persons you designate for the training must have sufficient qualifications and expertise to operate the Equipment.

Description	Qty	Included Training Slots per Instrument	Additional Training Slots per Instrument	Location of Training	Additional Training Price per Instrument
WA 40 PLUS SYSTEM	1	1	N/A	Factory Based	N/A

II. TERMS AND CONDITIONS

1. Term. If this is a purchase, this Agreement begins on the latest date below a party's signature (the "Effective Date") and ends 12 months after the first shipment of Product specified in this Agreement (the "Initial Agreement Term").

2. Price. The prices you must pay for the Products and Services are as stated in this Agreement. In addition to the stated prices, you must pay for all taxes and fees imposed on the sale or use of the Products, including without limitation property taxes (if applicable) imposed on Beckman Coulter for the Equipment, and any other governmental charges imposed on Beckman Coulter relating to the Products and all shipping and handling, freight, insurance, and other services. Customer will be responsible for and shall reimburse BCI for any taxes imposed by any federal, state, or local governmental jurisdiction on the Products shipped to or located at Customer's facilities, including but not limited to sales, use, excise and property taxes. In the event that Customer is exempt from certain taxes pursuant to a tax exemption certificate (the "Exempt Taxes"), and provided that (i) Customer maintains a valid tax exemption certificate throughout the term of this Agreement; (ii) Customer provides BCI with a copy of such certificate; and (iii) such tax exemption is allowable and transferable to BCI, then BCI will not seek reimbursement from Customer for such Exempt Taxes. In the event that any taxes are outside the scope of the tax exemption certificate, Customer will remain responsible for such taxes. Any property taxes assessed to BCI for products leased or rented to Customer will be passed on to the Customer and Customer will be responsible for reimbursing BCI for such taxes.

3. Payment Terms & Collection Costs: Payment under this Agreement is due 30 days from the invoice date. Payments shall be made only by check, Automated Clearing House (ACH), or wire transfer according to Beckman's directions. If you fail to pay an invoice by the due date, Beckman Coulter will be entitled to charge you a late fee and interest on all amounts due at the rate of the lesser of 1½% per month or the maximum legal interest rate. If, at any time, Beckman Coulter becomes insecure about your creditworthiness, Beckman Coulter may require alternative payment terms or assurances of your performance. If you fail to comply with such alternative payment terms or provide adequate assurances, Beckman Coulter may declare you to be in default. Upon default, you agree to pay all collection costs Beckman Coulter incurs, including without limitation reasonable attorneys' fees and expenses.

4. Delivery; Acceptance; Returns. Beckman Coulter will ship Products within a reasonable time after Beckman Coulter receives your purchase order, or if this Agreement states a proposed shipment date, on or around such date. Beckman Coulter will endeavor to meet any delivery date specified in any purchase order but is not liable for failing to meet the delivery date. Equipment will be deemed accepted by you upon shipment of the Equipment. Instruments will be shipped F.O.B. shipping point with all costs of transportation and insurance being paid by Customer. All other Products will be shipped F.O.B. shipping point with all costs of transportation and insurance being prepaid and added to Customer's invoice. Any changes to BCI's shipping method requested by Customer may be subject to a fee. Rented (if applicable) Equipment, if any, will be deemed accepted by you 60 days from shipment of such Equipment unless you have notified Beckman Coulter in writing of any defect or non-conformity prior to that date. Consumables and test kits will be deemed accepted by you upon shipment. You must report to Beckman Coulter, in writing, any claims for missing or defective Consumables or test kits within 15 days from your receipt of the Consumable or test kit. Defective, non-conforming or missing Products will be addressed according to the warranty provisions of Section 6. Product returns will be accepted at Beckman Coulter's discretion and may be subject to a restocking charge.

5. Use and Maintenance. You agree to: (i) use the Products and Services solely for your own use and not sell or redistribute the Products or Services to a third party; (ii) maintain, use, and store the Products as provided in their manuals or labeling; (iii) not misuse or abuse the Products; and (iv) promptly pay all applicable taxes (including property taxes if applicable), assessments, license fees and other charges when levied or assessed against the Products or the ownership or use of them. Further in case of rented (if applicable) Products you agree to (a) promptly discharge any lien other than Beckman Coulter's that may arise or attach to the Products; (b) not remove the Products or any part of any Products from the "Customer Ship to" location stated in this Agreement; (c) use only reagents supplied or otherwise approved by Beckman Coulter for use with the Equipment and (d) not make any alterations, additions or improvements to the Equipment without Beckman Coulter's prior written consent.

6. Limited Warranty and Disclaimer. Subject to the below exceptions and conditions, Beckman Coulter warrants to you that (i) the Equipment will perform in all material respects in accordance with the applicable operator manual, which are available at the Beckman Coulter website, for 12 months from the acceptance date, (ii) Beckman Coulter reagents provided under this Agreement will conform and perform in all material respects in accordance with the applicable labeling for the lesser of the expiration date set forth on such label or 12 months from the delivery date if no date is specified on such label and (iii) Services will be performed in a workmanlike manner. If a Product defect develops under normal and proper use during the warranty period, Beckman Coulter will, at Beckman Coulter's option, and without charge, either repair, during Beckman Coulter's normal business hours, or replace the non-conforming Product. Your exclusive remedy for missing or defective Products will be, at Beckman Coulter's option, the repair or replacement by Beckman Coulter of the Products. The original warranty period will be in effect on any repaired or replaced Products. If Beckman Coulter replaces any part under this warranty or as a result of any Services performed, Beckman Coulter will own the replaced part. Your exclusive warranty for Services not performed in a workmanlike manner will be re-service of the applicable instrument. If a third party manufactured product is supplied to you pursuant to this Agreement (such as software, printers, or personal computers), Beckman Coulter assigns to you any rights that may exist under the warranty provided by the manufacturer. Beckman Coulter does not, however, warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform. Your exclusive remedy is any remedy that may exist under the warranty rights passed through to you under this section. **THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ARE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS OR SERVICES. BECKMAN COULTER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS, INFRINGEMENT OR THEIR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE TERM OF THIS AGREEMENT.**

7. Limitations on Services. You will be responsible for, and Beckman Coulter's service and warranty obligations under this Agreement will not apply to, repairs, replacements or claims resulting from (i) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (ii) repairs or relocation of the Equipment by persons other than those authorized by us, (iii) replacements

II. TERMS AND CONDITIONS

with parts, components and materials not supplied by Beckman Coulter, (iv) misuse, abuse, negligence, negligent operation of or improper storage of any Product, (v) alterations, modifications, disassembly, repair or tampering by any person other than Beckman Coulter's authorized service personnel unless repair by others is made with the written consent of Beckman Coulter; (vi) using unauthorized non-Beckman Coulter brand accessories, reagents, calibrators, consumable or supplies with the Equipment, (vii) environmental conditions outside the recommended range of the Product, such as electrical supply, temperature, or humidity or (viii) other factors beyond Beckman Coulter's control, such as fire, explosion or flood. Representations and warranties made by any representatives, salespersons or agents of Beckman Coulter, which are inconsistent or in conflict with or in addition to the terms of this Agreement, will not be binding upon Beckman Coulter unless reduced to writing and approved by an expressly authorized officer of Beckman Coulter.

8. Limitation of Liability. BECKMAN COULTER'S TOTAL LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT MONEY DAMAGES NOT TO EXCEED THE AMOUNT PAID BY YOU UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE DATE THAT THE CLAIM FIRST ACCRUED. THIS LIABILITY LIMIT IS CUMULATIVE AND ALL DAMAGES PAID TO YOU UNDER THIS AGREEMENT WILL BE AGGREGATED IN CALCULATING THE SATISFACTION OF BECKMAN COULTER'S LIABILITY LIMIT. BECKMAN COULTER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT YOU MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT, WARRANTY OR OTHERWISE. BECKMAN COULTER WILL HAVE NO LIABILITY TO YOU, OR ANY THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PENAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), EVEN IF BECKMAN COULTER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. No action arising out of this Agreement or any transaction pursuant to this Agreement, may be brought by you more than one year after the date the cause of action accrued. This section will survive the termination or expiration of this Agreement.

9. Default. Any of the following events or conditions will be deemed a default under this Agreement: (i) Beckman Coulter has not received any required payment in full, including but not limited to payments for invoices and shortfall amounts, within 30 days after such payment is due; (ii) you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or make an assignment for the benefit of creditors; (iii) you are in breach of any other agreement (which relates to this Agreement) between you and Beckman Coulter or any affiliate of either; (iv) you attempt to redistribute the Consumables or remove, sell, transfer, encumber, part with possession of, or sublet the Products in breach of this Agreement; (v) you submit any credit or other information to Beckman Coulter that is untrue or misleading in any material respect or (vi) you breach any other term or condition of this Agreement or any other agreement you have with Beckman Coulter and fail to correct such violation within 30 days after receipt of written notice from Beckman Coulter.

Upon default, Beckman Coulter may, at Beckman Coulter's option and without notice or demand, terminate any or all portions of this Agreement. Upon termination, Beckman Coulter may issue an invoice (a "Termination Invoice") to you for an amount equal to the total of (i) all past due amounts, plus (ii) the number of months remaining in the rental (if applicable) term before maturity multiplied by the total monthly rental payment, the product of which will be discounted to the date of the default at six percent (6%) per year, but only to the extent required by law, plus (iii) the lesser of: (a) the amount that you would have paid if the Products or Services delivered had been purchased individually at the non-discounted and non-bundled price, or (b) an amount equal to 60% of the Contracted Remainder. The "Contracted Remainder" is defined as the amount that you would have paid if you had fully performed your obligations to purchase the Minimum Annual Commitments for the then current term. In addition, Beckman Coulter reserves the right to be compensated for a portion of all expenses incurred by Beckman Coulter because of your agreeing to fulfill the Minimum Annual Commitments, which expenses may include without limitation all training, installation, shipping and delivery expenses (the "One Time Expenses"). The percentage of these One Time Expenses that is recoverable will be calculated by dividing the Contracted Remainder by the total revenue that would be paid to Beckman Coulter under this Agreement if you were to fully perform all your obligations. You agree to pay any Termination Invoice within 30 days of its date. Payment of the Termination Invoice does not preclude Beckman Coulter from seeking or enforcing any other right or remedy available to Beckman Coulter under law or in equity. Beckman Coulter does not waive any rights by accepting overdue payments. During any period in which you are in default of any provision of this Agreement or any other agreement you have with Beckman Coulter, Beckman Coulter will be under no obligation to comply with any of its obligations under this Agreement or any other agreement you have with Beckman Coulter. Such nonperformance will not be a breach of this Agreement and you expressly waive that nonperformance as a defense in any action. Because both of us understand the difficulty in estimating Beckman Coulter's damages upon default, you agree that the provisions of this section represent an agreed measure of Beckman Coulter's actual damages and are not to be deemed a penalty or forfeiture. Beckman Coulter will have no obligation, whether under statute or otherwise, to sell, lease or otherwise use or dispose of any Equipment in mitigation of Beckman Coulter's damages.

10. Software. For Equipment containing software, no title, right or interest in the software is transferred to you except as expressly provided herein. The software component of the Equipment is licensed to you only for its use with 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, you may not modify, sublicense, disassemble, decompile, or otherwise reverse-engineer the software. The software may contain or be delivered with one or more components, which may include third-party components, identified in the documentation, readme.txt file, or third-party click-accept (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s). Such Identified Component(s) are the sole responsibility of the licensor of that Identified Component and Beckman Coulter is not responsible for any Identified Component, whether or not Beckman Coulter reviewed or modified such component.

11. Confidentiality. The information in this document is confidential and proprietary. The receiving party of confidential information shall, keep in confidence all of the confidential information received by it. The receiving party shall take reasonable steps to prevent unauthorized disclosure or use of the confidential information provided and to prevent it from falling into the public domain or into the possession of unauthorized persons. The receiving party shall not disclose confidential information it received to any person or entity other than its officers,

II. TERMS AND CONDITIONS

employees and consultants who need access to such confidential information in order to affect the intent of this Agreement and who have entered into confidentiality agreements sufficient to enable the compliance with this section. Notwithstanding the foregoing, in no event shall confidential information be disclosed to third parties including but not limited to MD Buyline, ECRI Institute or other similar organization. The receiving party will not have an obligation to protect any confidential information which: (i) is or becomes publicly available other than as a result of an act or failure to act by the receiving party; (ii) is lawfully obtained, directly or indirectly, from a non-party which was under no obligation of confidentiality; or (iii) is required by law to be disclosed. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial competitive harm to Beckman Coulter and is prohibited.

12. Regulatory Requirements. You acknowledge your obligation to inform your employees, consultants and associates who will use the Products of Beckman Coulter's labeling literature and related notices that Beckman Coulter provides to you. The parties acknowledge that the pricing for the Products and Services hereunder have been determined through good faith and arms-length negotiation to be the fair market value of the products or services. No amount paid or reimbursed hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease, or order of any item or service from Beckman Coulter, or the recommending or arranging for the purchase, lease, or order of any item or service from Beckman Coulter. If you file any cost reports or claims for reimbursement with federal or state health care programs, you will fully and accurately disclose and claim the amount of any discount or rebate in accordance with any applicable federal and state statutes and regulations. The parties will comply with all applicable laws and regulations, including all laws and regulations relating to the protection of patient health information. You acknowledge that the Equipment is not generally operated in patient care areas and agree that you will not subject Beckman Coulter's personnel to access requirements greater than those specifically recommended by the Joint Commission for health care representatives without regular access to patient care areas.

13. Force Majeure. Except for payment obligations hereunder, neither party will be liable for any delay or failure to perform under this Agreement due to causes beyond a party's reasonable control, such as acts of God, war or other hostility, acts of terrorism, civil disorder, the elements, fire, power failure, equipment failure, industrial or labor dispute, embargo, acts of any government or inability to obtain necessary supplies and the like. In the event of any such delay or failure to perform, Beckman Coulter will have additional time within which to perform Beckman Coulter's obligations under this Agreement as may be reasonably necessary under the circumstances. Despite anything to the contrary in this Agreement, Beckman Coulter may apportion Product subject to a shortage in any manner Beckman Coulter considers equitable.

14. Purchase Orders; Entire Agreement. This Agreement (including these Terms and Conditions) constitutes the entire understanding between you and Beckman Coulter with respect to its subject matter and supersedes any and all prior or contemporaneous communications and agreements, regarding this subject matter, written or oral, and cannot be modified except by a written instrument which is acknowledged and agreed upon by authorized representatives for both parties. Any other terms or conditions on your purchase order, order acknowledgement or any other documents relating to the purchase, sale, lease or transfer of Products will be null and void. Such documents will only be used to confirm quantities and agreed delivery schedules and will not supplement or modify the substantive terms and conditions of this Agreement.

15. Dispute Resolution. Any contract between you and Beckman Coulter relating to the Products, including this Agreement, will be governed by and construed in accordance with the laws of the state in which you are located, excluding its choice of law provisions. Within 30 days of a request, a Vice President (or equivalent officer) from each party will personally attempt to resolve a dispute with each other. If these officers do not resolve the dispute within 30 days, the dispute may be submitted to mediation if both you and Beckman Coulter agree, or submitted to a court for resolution.

16. Assignment. You may not assign, pledge, encumber, sublease or transfer this Agreement, any rights or obligations under this Agreement or any other information relating to the pricing and structure of this transaction without Beckman Coulter's prior written consent. You agree that Beckman Coulter may assign this Agreement and that your obligation to such assignee will not be subject to any abatement, offset, defense or counterclaim.

17. Miscellaneous. A party's failure to exercise any rights under this Agreement will not be deemed a waiver or forfeiture of such rights. A party's waiver of a breach of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. Headings in this Agreement are for convenience only and will not constitute part of this Agreement. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable for any reason, (i) the validity and enforceability of the remaining provisions will not be affected or impaired in any way and (ii) the parties will promptly renegotiate the affected provision to determine valid and enforceable language that most closely resembles the language rejected by the court and intended by the parties. This Agreement was drafted on the basis of mutual understanding. Each party acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement will be read and interpreted according to its plain meaning and any ambiguity will not be construed against either party. This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement.

18. Consumables. Reference www.beckmancoulter.com/serviceparts for a list of commonly required consumables. The list does not include all consumable items and is subject to update and change without notice.

II. TERMS AND CONDITIONS

Other Terms

Shipment contingent upon credit approval.

If, at any time, Beckman Coulter becomes insecure about your credit worthiness, Beckman Coulter may require alternative payment terms, such as, but not limited to prepayment or due upon receipt, a security deposit, or personal and/or corporate guarantees. If Customer fails to comply with such alternative payment terms or provide adequate assurances, BCI may suspend shipment of Products, seek all legal remedies and costs and/or declare Customer to be in default pursuant to the Default Section in this Agreement.

• Installation Support

For no additional charge, equipment installation (including services related to verification of such installation along with specific configuration options selected as specified in the applicable instructions for use or product manual for such equipment) shall be provided as mutually agreed to by the parties and as long as Beckman Coulter (and not a distributor) is directly selling such equipment to you.

• Services

You agree to the terms of the Services specified in this Agreement. The Services include 24 x 7 telephone technical support and, as required, parts, labor and travel, during Beckman Coulter's normal business hours, for on-site service calls. You will make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rates for the service call. Service fees do not include moving, re-installing, de-installing or decontaminating the Equipment or (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services. PROService, a remote service management system, is included as part of equipment Services. PROService will be setup during the installation of the applicable Equipment. Customer must provide and maintain network or other Internet access for ProService. Beckman Coulter retains ownership of any equipment Beckman Coulter provides for ProService.*

• Rebate

Upon customer's advance written request and after one (1) year from the Effective Date, BCI shall issue to Customer a one-time credit ("Rebate") in the amount of \$1,500.00 for the eligible Product(s). Such Rebate may be used for the acquisition of applicable BCI products by Customer. The unused Rebate shall expire two (2) years from the shipment date of the applicable instrumentation or upon termination of the Agreement, whichever is sooner.

Issuance of Rebate credit.

(i) The Rebate to which Customer is entitled under this Agreement will be issued directly to Customer's account.

Rebate Eligibility. In order to be eligible to receive a Rebate, Customer shall purchase the Products for Customer's own use solely through BCI and Customer shall be in compliance with all of the terms of the Agreement, including payment and minimum commitments.

Product Availability and Pricing. No amount paid or reimbursed hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease, or order of any item or service from BCI, or the recommending or arranging for the purchase, lease, or order of any item or service from BCI.

Representations and Warranties. Customer covenants, represents, and warrants that:

(i) It shall at all times operate in compliance with all applicable federal, state, and local laws and regulations, as well as all medical standards applicable to it; and

(ii) It may be obligated to report the Rebate to third parties, including but not limited to Medicare, Medicaid, or other government healthcare programs, and Customer is solely responsible for accurately reporting Rebate as may be required by all applicable federal, state, and local laws and regulations.

The parties hereto have duly executed this Agreement by an authorized officer of each.

Customer Authorized Signature	Date
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Print Name

Title

Beckman Coulter, Inc.

Beckman Coulter Authorized Signature	Date
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Print Name

Title



Our commitment to you:

- > Implementation process manager/MicroScan Applications Specialist to guide you through the installation requirements and process
- > Beckman Coulter engineer to support the installation of system hardware
- > Clinical laboratory scientist application specialist to support your analyzer validation

Customer preparation plan:

Upon receipt of your order, your implementation process manager will contact you to set up an installation planning conference call. During this call you will discuss site preparation, delivery instructions, training, the installation schedule and post-installation needs. To ensure your success, we encourage the following to participate in this call:

- > Laboratory management
- > Laboratory information system personnel
- > Plant engineering personnel
- > Primary system operator

We look forward to the successful installation of your new system and training of your staff.
Please contact us if you have any questions.

Customer preparation:

- > Begin SOP process
- > Order LIS interface
- > Collect correlation samples
- > Review OSHPD requirements and have a pre-site prep discussion if needed
- > Review water and power requirements
- > Verify test menu/ Verify MicroScan Panel selection
- > Identify your key operator(s) prior to installation
- > Complete your PROService Questionnaire online at <https://www.beckmancoulter.com/products/clinical-information-management-tools/proservice-remote-management> - If applicable for your product line