

TULARE COUNTY AGREEMENT NO. _____

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and **LIFE TECHNOLOGIES**, ("CONTRACTOR"), a Delaware Corporation. COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to obtain the services of CONTRACTOR for the purpose of providing maintenance and repair support for the ABI 7500 Fast DX Instrument; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

1. **TERM:** This Agreement becomes effective as of July 1, 2019 and expires at 11:59 PM on June 30, 2022 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
2. **SERVICES:** See attached **Exhibit A-1 and A-2**.
3. **PAYMENT FOR SERVICES:** See attached **Exhibit A-1 and A-2**. All payments under this Agreement shall be made annually in advance and due 30 days after the date of invoice.
4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are attached and hereby incorporated by reference and made a part of this Agreement as if fully set forth in the attached **Exhibit B**.
6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY
 5957 S. Mooney Blvd
 Visalia, CA 93277
 Phone No: 559-624-8000
 Fax No:559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

LIFE TECHNOLOGIES CORPORATION
 5781 Van Allen Way
 Carlsbad, CA 92008
 Attention: Lori Hindenach, Service Sales
 Phone No: 800-955-6288
 Fax No.: 800-331-2286

With a copy to:

Life Technologies Corporation
 5781 Van Allen Way
 Carlsbad, CA 92008
 Attn: Bids and Contracts Group
 Phone No: 800-955-6288
 Fax No.: 800-331-2286

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and certifies to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LIFE TECHNOLOGIES CORPORATION

Date: July 12, 2019

By 

Print Name Patricia A. Trigueiro

Title Contracts Specialist

**NOTE: Per the Board of Directors of Life Technologies Corporation, the signatory herein is authorized to legally bind Life Technologies Corporation. Please see the attached "Certificate of Assistant Secretary - Signature Authority 04-24-19" issued by the corporate Board of Directors.*

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By  _____
Deputy

Matter # 20191123

EXHIBIT A-1

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

TO Lisa Seliskar
 Tulare County Public Hlth Lab
 1062 S K St
 TULARE CA 93274

QUOTE NO. 40520485
 ORIGINAL QUOTATION DATE 01/18/2019
 REVISION DATE 07/08/2019
 EFFECTIVE 07/01/2019 TO 06/30/2022
 PAGE 1 OF 4
 QUOTE VALID TO 08/31/2019

TELEPHONE: (559) 685-5750
 FAX:
 YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

ITEM NO.	QTY.	EQUIPMENT DESCRIPTION/ EFFECTIVE DATES/ NOTES	SERIAL NUMBER	COVERAGE	EXTENDED PRICE USD
0010	1	7500FAST DX Service 1 PM and 2 Q calls will be done each year Win 10 upgrade (software + installation) is included at no charge if performed at the time of the PM + OQPQ Note: additional charges may apply depending on computer version Begin Date: 07/01/2019 End Date: 06/30/2022	(275031232)	AB Assurance,2OQ,1PM	\$ 29,354.76
Total net price:					\$ 29,354.76

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

Signature of authorized person

Please print name and title Date

Lori Hindenach

Service Sales Representative

Maestro User 07/08/2019

Prepared by Date

~~~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

Life Initialed: 07-09-19

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
 North American Sales and Service  
 Attn: Service Contract Administration  
 Mailstop: PLE C-1  
 5781 Van Allen Way  
 Carlsbad, CA 92008  
 Tel: 1-800-955-6288, option 3,2  
 Fax: 1-925-426-2051  
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40520485  
 ORIGINAL QUOTATION DATE 01/18/2019  
 REVISION DATE 07/08/2019  
 EFFECTIVE 07/01/2019 TO 06/30/2022  
 QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/<br>EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE<br>USD |
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|

**Contract Notes:**

Your current agreement will expire on 6/30/19.

Previous purchase order no. 0010250628.

.....  
 This quotation reflects negotiated pricing between APHL and Life Technologies

THREE YEAR PRICING - The current APHL discounted pricing will apply if:

- 1) Life Technologies receives a copy of the purchase order on or before the current expiration.
- 2) PO total reflects Total Net Price listed on quotation of \$29,354.76
- 3) The purchase order specifies payment annually in advance at
  - Year 1 of 3 - 7/1/19 - 6/30/20: \$9,784.92 per year
  - Year 2 of 3 - 7/1/20 - 6/30/21: \$9,784.92 per year
  - Year 3 of 3 - 7/1/21 - 6/30/22: \$9,784.92 per year
- 4) Contract Period is 3 years.

Added benefit: In addition to the discounted pricing, you'll likely realize another 2-6% annual savings by locking in today's list price for 3 years

If the above conditions are met, Life Technologies will immediately send one of 3 invoices that reflects the annual discounted price. Subsequent invoices will be issued at the beginning of each contract year.

Note: Contracts billed on a quarterly or monthly basis are not eligible for this multiple year pricing.

.....  
 To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.

- Payment is due 30 days from invoice date.
- Applicable taxes are extra.

.....  
 Please contact your Service Sales Representative for more information.

tel: 1-800-955-6288, option 3, 2  
 email: Service.Sales@lifetech.com  
 .....

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40520485  
ORIGINAL QUOTATION DATE 01/18/2019  
REVISION DATE 07/08/2019  
EFFECTIVE 07/01/2019 TO 06/30/2022

QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/<br>EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE<br>USD |
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|

### Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

#### Instrument Services for Diagnostics

This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

AB Instrument Services for Diagnostics Plan Includes

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Instrument recalibration as required.
8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

#### Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566

~~~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

Life Initialed: *[Signature]* 07-09-19

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40520485
 ORIGINAL QUOTATION DATE 01/18/2019
 REVISION DATE 07/08/2019
 EFFECTIVE 07/01/2019 TO 06/30/2022
 QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/
EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE
USD |
|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

(email: Service.Sales@LifeTech.com).

~~To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.~~

~~This quotation, and Life's **INSTRUMENT SERVICES TERMS and CONDITIONS** (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.~~

~~intentionally Deleted by Life Technologies: *JA* 07-09-19~~

~~Life's Instrument Services Terms and Conditions can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage.~~

If you have any questions, please visit our website at www.lifetechnologies.com.

~~- NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

~~Life Initialed: *JA* 07-09-19~~

EXHIBIT A-2

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

TO Lisa Seliskar
 Tulare County Public Hlth Lab
 1062 S K St
 TULARE CA 93274

QUOTE NO. 40523368
 ORIGINAL QUOTATION DATE 02/21/2019
 REVISION DATE 07/09/2019
 EFFECTIVE 07/01/2019 TO 06/30/2022
 PAGE 1 OF 4
 QUOTE VALID TO 08/31/2019

TELEPHONE: (559) 685-5750
 FAX:
 YOUR REFERENCE:

Customer PO No.

This agreement is entered into between Life Technologies and the undersigned Customer in consideration of the payments provided for in this Agreement. Subject to the terms and conditions of this Agreement, Life Technologies agrees to perform the services set forth on the attachment to this Agreement on the equipment listed below for the period described.

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/
EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE
USD |
|------------------|------|---|---------------|----------------------|-----------------------|
| 0010 | 1 | 7500FAST DX Service
1 PM and 2 Q calls will be done each year
Win 10 upgrade (software + installation) is included at no charge if performed at the time of the PM + OQPQ
Note: additional charges may apply depending on computer version
Begin Date: 07/01/2019
End Date: 06/30/2022 | (275011161) | AB Assurance,2OQ,1PM | \$ 29,354.76 |
| Total net price: | | | | | \$ 29,354.76 |

Terms of payment are net 30 days from invoice date. This quotation is subject to the terms and conditions attached. Stenographical and clerical errors on the face of this form are subject to correction.

NOTE: Customer is responsible for applicable taxes, including sales, use and/or excise tax.

PLEASE SIGN THIS SERVICE AGREEMENT QUOTATION AND RETURN A COPY ALONG WITH YOUR PURCHASE ORDER.

ACCEPTED BY CUSTOMER

 Signature of authorized person

 Please print name and title Date

Lori Hindenach

 Service Sales Representative

Maestro User 07/09/2019

 Prepared by Date

~~~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

Life Initialed: *[Signature]* 07-09-19



## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
 North American Sales and Service  
 Attn: Service Contract Administration  
 Mailstop: PLE C-1  
 5781 Van Allen Way  
 Carlsbad, CA 92008  
 Tel: 1-800-955-6288, option 3,2  
 Fax: 1-925-426-2051  
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40523368  
 ORIGINAL QUOTATION DATE 02/21/2019  
 REVISION DATE 07/09/2019  
 EFFECTIVE 07/01/2019 TO 06/30/2022  
 QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/<br>EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE<br>USD |
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|

**Contract Notes:**

Your current agreement will expire on 06/30/2019.

Previous purchase order no. 26677 4.

.....  
 This quotation reflects negotiated pricing between APHL and Life Technologies

THREE YEAR PRICING - The current APHL discounted pricing will apply if:

- 1) Life Technologies receives a copy of the purchase order on or before the current expiration.
- 2) PO total reflects Total Net Price listed on quotation of \$29,354.76
- 3) The purchase order specifies payment annually in advance at
  - Year 1 of 3 - 7/1/19 - 6/30/20: \$9,784.92 per year
  - Year 2 of 3 - 7/1/20 - 6/30/21: \$9,784.92 per year
  - Year 3 of 3 - 7/1/21 - 6/30/22: \$9,784.92 per year
- 4) Contract Period is 3 years.

Added benefit: In addition to the discounted pricing, you'll likely realize another 2-6% annual savings by locking in today's list price for 3 years

If the above conditions are met, Life Technologies will immediately send one of 3 invoices that reflects the annual discounted price. Subsequent invoices will be issued at the beginning of each contract year.

Note: Contracts billed on a quarterly or monthly basis are not eligible for this multiple year pricing.

.....  
 To expedite your order, the signed service agreement and purchase order may be faxed to 925-426-2051 or emailed to service.sales@lifetech.com.

- Payment is due 30 days from invoice date.
- Applicable taxes are extra.

.....  
 Please contact your Service Sales Representative for more information.

tel: 1-800-955-6288, option 3, 2  
 email: Service.Sales@lifetech.com  
 .....

## SERVICE AGREEMENT QUOTATION

Life Technologies Corporation  
North American Sales and Service  
Attn: Service Contract Administration  
Mailstop: PLE C-1  
5781 Van Allen Way  
Carlsbad, CA 92008  
Tel: 1-800-955-6288, option 3,2  
Fax: 1-925-426-2051  
Email: Service.Sales@LifeTech.com

QUOTE NO. 40523368  
ORIGINAL QUOTATION DATE 02/21/2019  
REVISION DATE 07/09/2019  
EFFECTIVE 07/01/2019 TO 06/30/2022

QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/<br>EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE<br>USD |
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|
|----------|------|--------------------------------------------------|---------------|----------|-----------------------|

### Terms of Life Technologies Service Plans North America

The Life Service Agreement Terms and Conditions set forth below after the Plan description(s) are incorporated into and are an integral part of each Service Plan, and are agreed to by you as part of any Service Plan ordered.

#### Instrument Services for Diagnostics

This AB Instrument Services for Diagnostics Plan is subject to and governed by the Life Technologies Service Agreement Terms and Conditions attached to this Quotation, rather than Applied Biosystems' General Terms and Conditions of Sale. By ordering or otherwise accepting an AB Instrument Services for Diagnostics Plan, you agree to these Service Agreement Terms and Conditions to the exclusion of all other terms relating the AB Instrument Services for Diagnostics Plan not expressly agreed to in writing by an authorized representative of Life Technologies.

AB Instrument Services for Diagnostics Plan Includes

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). The number of planned maintenance visits is indicated in LT's quotation (A). The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3,1 or email them at InstrumentServices@Lifetech.com to schedule. This PM visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in LT's Service Zones 1 and 2. If LT fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to LT or causes beyond the reasonable control of LT, LT will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day LT's response is late. (See footnote (B) for call time cut off, other details, and terms and conditions.)
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. LT will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Priority telephone and email access to instrument technical support.
6. Telephone and email access to application technical support.
7. Instrument recalibration as required.
8. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required (A).

#### Important Notes and Footnotes

It is customer's responsibility to provide access to LT so LT may complete service, planned maintenance, Operational Qualification/Installation Performance Verification, and other service calls within the plan period. Calls not completed within a plan period will be cancelled unless LT failed to make reasonable efforts to complete the call within the plan period.

(A) LT may perform more than the scheduled number of OQ/IPVs at LT's sole discretion.

(B) A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566

~~~ NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

Life Initialed: *[Signature]* 07-09-19

SERVICE AGREEMENT QUOTATION

Life Technologies Corporation
 North American Sales and Service
 Attn: Service Contract Administration
 Mailstop: PLE C-1
 5781 Van Allen Way
 Carlsbad, CA 92008
 Tel: 1-800-955-6288, option 3,2
 Fax: 1-925-426-2051
 Email: Service.Sales@LifeTech.com

QUOTE NO. 40523368
 ORIGINAL QUOTATION DATE 02/21/2019
 REVISION DATE 07/09/2019
 EFFECTIVE 07/01/2019 TO 06/30/2022
 QUOTE VALID TO 08/31/2019

| ITEM NO. | QTY. | EQUIPMENT DESCRIPTION/
EFFECTIVE DATES/ NOTES | SERIAL NUMBER | COVERAGE | EXTENDED PRICE
USD |
|----------|------|--|---------------|----------|-----------------------|
|----------|------|--|---------------|----------|-----------------------|

(email: Service.Sales@LifeTech.com).

~~To reduce the number of pages, we are directing you to Life's Instrument Services Terms and Conditions on our website. Please read the important statement below carefully.~~

~~This quotation, and Life's INSTRUMENT SERVICES TERMS and CONDITIONS (which are incorporated by reference into this quotation and any resulting contract), set out the terms on which Life is offering to sell the service(s) listed in this quotation. By issuing a purchase order or otherwise ordering or accepting services, you expressly confirm that you intend to be bound by and agree to the terms of this quotation and Life's Instrument Services Terms and Conditions to the exclusion of all other terms not expressly agreed to in writing by an authorized representative of Life, and that the purchase and sale transaction between you and Life is subject to and will be governed by this quotation and Life's Instrument Services Terms and Conditions.~~

~~intentionally Deleted by Life Technologies: *[Signature]* 07-09-19~~

~~Life's Instrument Services Terms and Conditions can be found on Life's website at <http://www.lifetechnologies.com/termsandconditions> under the "terms and conditions" link at the bottom of Life's webpage~~

If you have any questions, please visit our website at www.lifetechnologies.com.

~~- NOTICE OF CONFIDENTIALITY~ The contents of this quotation including but not limited to pricing and services information are confidential to Life Technologies and/or its affiliate(s). This quote and its contents are intended only for the customer named in this quote and not for distribution to any third party.~~

~~Life Initialed: *[Signature]* 07-09-19~~

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

This General Agreement Terms and Conditions is for the purchase of instrument services (aka planned maintenance) as specified in Life Technology Corporation's quotation numbers 40523368 and 40520485. Any terms and conditions specific to the purchase of products are not applicable and self-deleting.

1. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK: Payments to CONTRACTOR by COUNTY shall not excuse CONTRACTOR from its obligation to replace, as provided for in the manufacturer's warranties, unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the manufacturer's specifications may be rejected by COUNTY and in such case must be replaced or re-performed, as applicable, by CONTRACTOR without delay and at no cost to the COUNTY.

2. DISALLOWANCE: If CONTRACTOR requests or receives payment from COUNTY for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, CONTRACTOR shall promptly refund the disallowed amount to COUNTY upon COUNTY'S request. CONTRACTOR'S obligations under this section 2 will survive the expiration or termination of this Agreement.

3. LIABILITY OF COUNTY: COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

4. QUALIFIED PERSONNEL: CONTRACTOR shall utilize only competent personnel under the supervision of, and in the employment of, CONTRACTOR (or CONTRACTOR'S authorized subcontractors) to perform the services. CONTRACTOR will comply with COUNTY'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at COUNTY'S request, must be supervised by CONTRACTOR. CONTRACTOR shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

5. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. The Parties agree that the CONTRACTOR and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COUNTY.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR will be solely responsible for determining the means and methods of performing the specified services and COUNTY will have no right to control or exercise any supervision over CONTRACTOR as to how the CONTRACTOR will perform the services. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- (1) Withhold FICA (Social Security) from CONTRACTOR'S payments.
- (2) Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
- (3) Withhold state or federal income tax from payments to CONTRACTOR.
- (4) Make disability insurance contributions on behalf of CONTRACTOR.

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

(5) Obtain unemployment compensation insurance on behalf of CONTRACTOR. Notwithstanding this independent contractor relationship, COUNTY will have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

6. COMPLIANCE WITH LAW: CONTRACTOR must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

7. LICENSES AND PERMITS: CONTRACTOR represents and certifies that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.

8. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare County, California.

9. RECORDS AND AUDIT: CONTRACTOR must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

10. CONFLICT OF INTEREST:

(a) At all times during the performance of this Agreement, CONTRACTOR must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

11. INSURANCE: The attached **Exhibit C** outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** cannot be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR'S full policy limits. Insurance policies cannot be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). If CONTRACTOR fails to maintain or

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

renew coverage, or to provide evidence of renewal, then COUNTY may consider that failure a material breach of this Agreement. COUNTY may also withhold any payment otherwise due to CONTRACTOR for failure to provide evidence of renewal until CONTRACTOR provides such evidence.

12. INDEMNIFICATION AND DEFENSE:

(a) To the fullest extent permitted by law, CONTRACTOR must indemnify, defend (at CONTRACTOR'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all third party claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of the negligence, recklessness, or willful misconduct of CONTRACTOR with respect to any work performed or services provided under this Agreement (including, without limitation, the negligent acts, negligent errors and/or negligent omissions of CONTRACTOR, its principals, officers, agents, employees, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). CONTRACTOR'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence, recklessness or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence, recklessness or willful misconduct of an Indemnified Party, then CONTRACTOR'S indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from CONTRACTOR'S duty to indemnify. CONTRACTOR shall be obligated to defend a Claim, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to CONTRACTOR of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than CONTRACTOR are responsible for the Claim does not relieve CONTRACTOR from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including, as reasonably determined by the CONTRACTOR, exhaustion of any appeals. If it is finally adjudicated that liability was caused by the comparative active negligence, reckless or willful misconduct of an Indemnified Party, then CONTRACTOR may submit a claim to the COUNTY for reimbursement of reasonable attorneys' fees and defense costs and expenses in proportion to the established comparative liability of the Indemnified Party. CONTRACTOR'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. CONTRACTOR'S liability for indemnification under this Agreement is in addition to any liability CONTRACTOR may have to COUNTY for a breach by CONTRACTOR of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

(c) CONTRACTOR must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of services performed under this Agreement.

(d) To the maximum extent permitted by applicable law, in no event shall either party be liable for any incidental, indirect, consequential or any special damages, regardless of how caused, and regardless of whether such party was notified of the possibility thereof.

13. TERMINATION:

(a) **Without Cause:** COUNTY may terminate this Agreement without cause by giving thirty (30) days' prior written notice to CONTRACTOR of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to CONTRACTOR the compensation for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying service plan from its effective date until the termination date, or the prorated price of the underlying service plan from its effective date until the effective termination date, whichever is greater. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. COUNTY will not impose sanctions on CONTRACTOR under these circumstances.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

- (1) Be adjudged a bankrupt, or
- (2) Become insolvent or have a receiver appointed, or
- (3) Make a general assignment for the benefit of creditors, or
- (4) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) Material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR'S behalf, as to any matter related in any way to COUNTY'S retention of CONTRACTOR,
or
- (7) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of CONTRACTOR to competently provide the services under this Agreement, or exposes COUNTY to an unreasonable risk of liability.

For any of the occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If CONTRACTOR fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 10 days written notice to CONTRACTOR.

Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-de- faulting Party within 5 days of written notice specifying the breach. If the

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

breach is not remedied within that 5-day period, then the non-defaulting Party may terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to CONTRACTOR the compensation earned for work satisfactorily performed for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered instrument under the underlying service plan from its effective date until the termination date, or the prorated price of the underlying service plan from its effective date until the effective termination date, whichever is greater. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of CONTRACTOR'S non-performance.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any re-ports of pre-termination contract activities. Where COUNTY terminates CONTRACTOR'S services, that termination will not affect any rights of COUNTY to recover damages against CONTRACTOR.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which CONTRACTOR'S services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

14. LOSS OF FUNDING: It is understood and agreed that if COUNTY'S funding is either discontinued or reduced for the services to be provided hereunder, then COUNTY will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to COUNTY of any kind, provided that COUNTY shall pay CONTRACTOR in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

15. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES: Under applicable federal and state law, if CONTRACTOR submits a false claim to COUNTY under this Agreement, then CONTRACTOR will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to COUNTY if CONTRACTOR:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

approved by COUNTY;

(c) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;

(d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or

(e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

16. CONFIDENTIALITY: CONTRACTOR may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified in writing as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from CONTRACTOR that CONTRACTOR has previously identified in writing as confidential. Such obligation shall not apply to information that is (a) in the public domain at the time of its disclosure through no fault of the receiving party; (b) was lawfully in the receiving party's possession prior to its receipt from disclosing party, or (c) becomes known to the receiving party from a third party, who is not subject to written agreement of confidentiality towards the other disclosing party. If the receiving party determines that it must disclose any information that the disclosing party previously identified as confidential, then it shall promptly give the disclosing party written notice of its intention to disclose such information and the authority for such disclosure. The disclosing party shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the receiving party that it will not seek such an order. The receiving party shall reasonably cooperate with the disclosing party in any efforts to seek such a court order. The receiving party shall not disclose the information until the five (5) day period has expired without a response from the disclosing party, or the disclosing party has notified COUNTY that it will not seek such an order, or the disclosing party has sought and a court has declined to issue a protective order for such information. If CONTRACTOR seeks a protective order for such information, CONTRACTOR shall defend and indemnify COUNTY from any and all third party loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Agreement.

17. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY, which consent COUNTY may grant, delay, deny, or condition in its absolute discretion.

18. DISPUTES AND DISPUTE RESOLUTION: CONTRACTOR shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator;

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

19. PROPERTY TAXES: Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), CONTRACTOR'S possession or use of any COUNTY-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and CONTRACTOR may be subject to the payment of property taxes on that possessory interest.

20. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

21. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

22. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

23. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

24. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

25. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

26. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

27. ENTIRE AGREEMENT: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

28. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both CONTRACTOR and COUNTY have the responsibility to protect COUNTY employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

may have engaged in improper discrimination or harassment activities. COUNTY, in its sole discretion, has the right to require CONTRACTOR to replace any employee who provides services of any kind to COUNTY under this Agreement with other employees where COUNTY is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. COUNTY'S right to require replacement of employees under this section does not preclude COUNTY from terminating this Agreement with or without cause as provided for under this Agreement.

29. DRUG-FREE WORKPLACE POLICY: CONTRACTOR acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. CONTRACTOR agrees that any violation of this prohibition by CONTRACTOR, its employees, agents, or assigns will be deemed a material breach of this Agreement.

30. RECYCLED PAPER CONTENT: To the extent CONTRACTOR'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 CONTRACTOR shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

31. Limited Warranty for Instrument Services:

(a) Limited Warranty. CONTRACTOR warrants that the instrument services CONTRACTOR provides to COUNTY will be in accordance with the generally accepted standards prevailing in the instrument service industry. COUNTY must make any claim for breach of this warranty within 90 days of the date the instrument services were performed and prior to any unauthorized repair, change, or modification has been made to any part of the instrument.

(b) Exclusions. CONTRACTOR'S warranties do not apply to (i) COUNTY'S neglect, carelessness, or misuse, such as but not limited to, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with our instructions or specifications, or County's improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that CONTRACTOR did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that COUNTY or COUNTY'S employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that CONTRACTOR did not cause. ADDITIONALLY, ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCT PERFORMED BY ANY PERSON OR ENTITY OTHER THAN CONTRACTOR WITHOUT CONTRACTOR'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS CONTRACTOR HAS NOT SUPPLIED, WILL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THESE INSTRUMENT SERVICES AND THE AFFECTED PRODUCTS.

(c) Remedies. During the applicable warranty period only, for services not meeting CONTRACTOR'S warranty, CONTRACTOR agrees, at CONTRACTOR'S option to: (i) re-perform the defective instrument services, or (ii) refund to COUNTY the fee COUNTY paid to CONTRACTOR for the defective instrument services, if applicable. This section states CONTRACTOR'S entirely liability for a valid warranty claim under this Agreement.

(d) Limitations. CONTRACTOR'S warranties extend only to COUNTY, the original purchaser, and COUNTY cannot transfer them. With respect to instrument services, except as expressly stated, CONTRACTOR disclaims all other warranties of any kind, whether or express or implied, oral or written, including but not limited to warranties of

EXHIBIT B
GENERAL AGREEMENT TERMS AND CONDITIONS

fitness for a particular purpose or merchantability.

32. DECONTAMINATION AND SAFE WORKING ENVIRONMENT. Before CONTRACTOR performs instrument services on COUNTY's instrument, COUNTY will fully decontaminate COUNTY's instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material. And, if CONTRACTOR requests, COUNTY will submit to CONTRACTOR an accurate and completed certificate of decontamination. If CONTRACTOR requests, COUNTY agrees to move COUNTY's instrument to another location that CONTRACTOR reasonably deems is safe for CONTRACTOR'S employees to perform instrument services. CONTRACTOR does not service instruments in biosafety level-3 laboratories, unless CONTRACTOR agrees otherwise in writing and in advance. There may be an additional charge and additional terms for instrument services in such facilities. CONTRACTOR does not service instruments in biosafety level-4 laboratories.

EXHIBIT C
NON-PROFESSIONAL SERVICES
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to tangible property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability coverage of \$1,000,000 on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (occurrence Form CG 00 01). If a general aggregate applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of no less than \$1,000,000 per accident for bodily injury and property damage. If an annual aggregate applies it must be no less than \$ 2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements (blanket endorsement is acceptable) to the General Liability reflecting the following provisions:
 - a. *The COUNTY OF TULARE, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operation.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall provide that coverage shall not be canceled, except with written notice to the COUNTY.*
 - d. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time. All endorsements may be provided in the form of a blanket endorsement.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(Mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Patricia A. Trigueiro, Contracts Specialist Date: July 12, 2019

Contractor Name Life Technologies Corporation

Signature 

**NOTE: Per the Board of Directors of Life Technologies Corporation, the signatory herein is authorized to legal bind Life Technologies Corporation. Please see the attached "Certificate of Assistant Secretary - Signature Authority 04-24-19" issued by the corporate Board of Directors.*