

ROCHE DIAGNOSTICS
Master Agreement



Diagnosics

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Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1819

Roche Diagnostics Corporation
9115 Hague Road
Indianapolis, Indiana 46250-0457
317-521-2000

SCANNED

DEC 10 2008

This Master Agreement (the "Agreement") between Arrowhead Regional Medical Center ("Customer") and Roche Diagnostics Corporation ("RD") contains the terms and conditions under which Customer agrees to use or purchase, as applicable, the Equipment, Reagents and/or Service detailed in each Schedule to this Agreement (each, a "Schedule").

A. GENERAL TERMS AND CONDITIONS

A1. DELIVERY, INSTALLATION, ACCEPTANCE AND COMMENCEMENT: This Agreement becomes effective and the terms and conditions contained herein will apply to every transaction Customer enters into with RD after Customer has signed it and RD has accepted it. Thereafter, each Schedule hereto will become effective after Customer has signed and RD has accepted that particular Schedule. The terms and conditions in this Agreement will apply to each Schedule. If Equipment is not included in the Schedule, then the Commencement Date will be the date of RD's first shipment of reagent/supplies. If Equipment is included in the Schedule, after Customer has signed and RD has accepted the applicable Schedule, RD will deliver and install the Equipment specified on the face of that Schedule to Customer's designated facility. **WHEN RD INSTALLS EACH PIECE OF EQUIPMENT, CUSTOMER AGREES TO INSPECT IT TO DETERMINE IF IT IS IN GOOD WORKING ORDER. A PIECE OF EQUIPMENT WILL BE DEEMED IRREVOCABLY ACCEPTED BY CUSTOMER IF CUSTOMER HAS NOT GIVEN RD WRITTEN NOTICE WITHIN 5 CALENDAR DAYS AFTER INSTALLATION THAT SUCH PIECE OF EQUIPMENT IS NOT IN GOOD WORKING ORDER.** Upon such notice, RD will place the piece of equipment in good working order. **CUSTOMER'S OBLIGATION TO MAKE PAYMENTS WITH RESPECT TO EACH PIECE OF EQUIPMENT COVERED BY THIS AGREEMENT OR A SCHEDULE HERETO SHALL COMMENCE ON THE DAY THE PIECE OF EQUIPMENT IN QUESTION FIRST BEGINS REPORTING PATIENT BILLABLE RESULTS, AND CUSTOMER WILL NOTIFY RD IMMEDIATELY WHEN THIS OCCURS. THIS DATE WILL BE KNOWN AS THE "COMMENCEMENT DATE".** CUSTOMER AGREES THAT SUCH COMMENCEMENT AND NOTIFICATION SHALL NOT BE UNREASONABLY DELAYED. FOR GENERAL PURPOSE LABORATORY INSTRUMENTS THAT DON'T REPORT PATIENT BILLABLE RESULTS (E.G., MAGNAPURE, LIGHT CYCLER, ETC), COMMENCEMENT WILL OCCUR ON COMPLETION OF ALL ROCHE INSTALLATION ACTIVITIES. If the Equipment will not be used for patient diagnosis the expected Commencement Date will occur simultaneously on the acceptance date. Commencement of reporting patient billable results is anticipated to begin within 60 days of delivery of each piece of equipment to Customer's designated facility. RD and Customer agree to work together to achieve reporting of patient billable results within the 60 day period, or as soon thereafter as practical under the circumstances. If a Commencement Date cannot be achieved during this 60-day period, RD reserves the right, to be exercised in RD's sole discretion, upon reasonable notice to reclaim the equipment and invoice Customer for delivery, installation and de-installation costs incurred. These deliveries, installation and de-installation costs shall only be charged to Customer if Customer was responsible for failure to achieve Commencement. RD will record the Commencement Date on the face of the applicable Schedule and return a copy to

Customer. If multiple pieces of equipment are contemplated by any particular Schedule, Customer's acceptance and obligations to make payments will be determined on a piece-by-piece basis. Nothing contained herein should be construed to mean that acceptance or the obligation to make payments will be contingent on installation or the reporting of patient billable results by all equipment described on the particular Schedule in question. In addition, RD reserves the right to revise or extend the term of each Schedule, when a Schedule contains more than one piece of Equipment, in order to provide a coterminous end date for all pieces of Equipment contained on that Schedule, corresponding with the Commencement Date for the last piece of Equipment on that Schedule to achieve commencement.

A2. SHIPMENTS: RD will ship the Reagents, Equipment and/or other products under each Schedule to Customer's designated facility. RD will select the carrier and be responsible for loss or damage to the Reagents, Equipment and/or other products while in transit and until delivery is made to Customer's designated facility. Customer assumes the risk of loss and damage to the Equipment immediately upon delivery to Customer's facility. Customer will pay all freight, shipping and special delivery charges. These charges will be included on RD's invoices to Customer.

A3. PAYMENT TERMS: All payments are due 30 days from RD invoice date. Failure to pay invoices when due may result in non-shipment of all future orders of products that Customer purchases from RD or Customer being notified by RD that Customer is in default.

A4. TAXES: Customer will pay when due, either directly or by reimbursing RD, all taxes (including, without limitation, all personal property taxes, but excluding any income taxes to RD), including interest or penalties, relating to this Agreement and each Schedule. This responsibility shall survive the termination of this Agreement. RD will not bill Customer for payment of any sales or use tax for which the Customer is exempt, as long as Customer maintains a tax exempt status.

A5. LIMITED WARRANTY; COMPLIANCE WITH SPECIFICATIONS: RD warrants that all Reagents and replacement parts for Equipment furnished under this Agreement and any applicable Schedule will be free from defects in materials and workmanship and will meet all manufacturer's written specifications until the expiration date printed on the label (for Reagents) or 90 days from installation date (for replacement parts). RD warrants the Equipment furnished under this Agreement and any applicable Schedule will be free from defects in materials and workmanship (except for consumable items and lamps) and will meet all manufacturer's written specifications for a period of one year (90 days in the case of parts in direct contact with reagents). RD reserves the right to ship certified used Equipment in instances where the Schedule indicates an End-of-Term Purchase Option of Fair Market Value or None. At RD's option, RD will either replace or repair free of charge all parts which prove to be defective and are subject to such

warranty. RD will ship replacement parts at no cost to Customer. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL BE IN LIEU OF, AND RD EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer agrees that RD makes no representation and provides no warranty for non-RD products. Customer holds RD harmless from any responsibility or claims that arise from the use of non-RD product. Any other warranty which may be provided with respect to any particular Equipment and/or Reagents is detailed in the applicable Schedule. Any warranty provided with respect to any Equipment will begin on 1) the shipment date if Customer installed; 2) on the Commencement Date if RD installed.

A6. DEFAULT: (1) RD is in "Default" under this Agreement if: (a) RD does not perform any of RD's obligations under this Agreement and this failure continues for 30 calendar days after Customer has notified RD in writing of RD's non-performance; (b) RD becomes insolvent, RD dissolves or is dissolved, or RD assigns its assets for the benefit of RD's creditors or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (2) Customer is in "Default" under this Agreement if: (a) Customer fails to provide payment of any sum to be paid hereunder within 30 calendar days of its due date; (b) Customer fails to comply with its Reagent Commitment; (c) Customer does not perform any of its other obligations under this Agreement and this failure continues for 30 calendar days after RD has notified Customer in writing of its non-performance; (d) Customer becomes insolvent, Customer dissolves or is dissolved, or Customer assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; or (e) Customer offers products purchased or received under this Agreement for resale.

A7. REMEDIES: (1) If RD is in Default, Customer may cancel or terminate the particular Schedule under which RD is in Default, without payment of any "loss of RD bargain" charges specified in the applicable Schedule or elsewhere in this Agreement which would have otherwise applied in the event of an early termination by Customer. In the event Customer terminates because RD is in Default, (a) Customer will remain obligated to pay all sums owed to RD prior to the date of Customer's termination; and (b) Customer will have an opportunity to purchase the Equipment at a price calculated from the Equipment's amortization schedule, a copy of which will be provided to Customer upon its termination. To the extent Customer did not elect to purchase the Equipment, RD will be entitled to exercise its rights specified in Section A7 (2)(d) of this Agreement. (2) If Customer is in Default, RD may do one or more of the following: (a) cancel or terminate this Agreement or Schedules hereto that RD has entered into with Customer; (b) require Customer to immediately pay RD (i) any amounts owing under this Agreement at the time of Default, (ii) late charges of 1.5% per month, or the maximum permitted by law, whichever is less, on all payments not received by RD on or before the due date, (iii) as compensation for loss of RD bargain and not as a penalty, a sum as set forth in the applicable Schedule or elsewhere in this Agreement, and (iv) all other amounts due or that become due under this Agreement; (c) require Customer to deliver the Equipment and Reagents to RD as set forth in Section B7 of this Agreement; (d) cause RD or RD's agent to peacefully repossess the Equipment and Reagents without court order and Customer will not make any claims against RD for damages or trespass or any other reason; (e) cease providing Service under this Agreement or any other agreements RD has entered into with Customer; (f) exercise any other right or remedy available at law or in equity. Notwithstanding the foregoing, Sections A7 (2)(c) and A7 (2)(d) shall not apply to any Equipment to which Customer holds title and in which RD has no security interest. If RD takes possession of the Equipment, RD agrees to sell or

otherwise dispose of it with or without notice, at a public or private sale, and to apply the net proceeds (after RD has deducted all costs related to the sale or disposition of the Equipment) to the amounts that Customer owes RD. Customer agrees that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. Customer will remain responsible for any amounts that are due after RD has applied such net proceeds.

A8. ASSIGNMENT: Customer may not assign, sell, transfer or sublease the Equipment or its interest in this Agreement without our prior written consent which shall not be unreasonably withheld. RD may, with written notice to Customer, sell, assign or transfer this Agreement and its rights in the Equipment. The new owner will have the same rights and benefits that RD has now under this Agreement but not its obligations, which RD shall retain. The rights of the new owner will not be subject to any claims, defenses or set-off that Customer may have against RD. The foregoing restrictions on assignment of Customer's rights in any Equipment will not apply to any Equipment owned by Customer.

A9. INDEMNITY: RD agrees to indemnify Customer from all liabilities arising from RD's negligence or willful misconduct or RD's failure to perform its duties or obligations as set forth in this Agreement, except to the extent caused by Customer's negligence or willful misconduct. Customer agrees to indemnify RD from all liabilities arising from its misuse of the Equipment and Reagents provided under this Agreement. The obligation of either party to indemnify the other pursuant to this Agreement shall be contingent upon timely notification by the indemnitee to the indemnitor of any claims, suit or service of process; control by the indemnitor over the conduct and disposition of any claim, demand or suit; and cooperation by the indemnitee in the defense of the claim, demand or suit.

A10. CREDIT INFORMATION: Customer agrees to provide RD with complete and accurate financial statements and other financial information that RD reasonably requests from time to time and Customer understands and acknowledges RD to obtain credit bureau reports and make credit inquiries that RD determines are necessary.

A11. TRAINING: Any training to be provided by RD (including the costs and expenses thereof) is detailed on the applicable Schedule.

A12. DISCLOSURE OF DISCOUNTS: Any discounted products or services provided by RD to Customer under this Agreement are provided with the express understanding that RD or its distributor (to the extent the products or services are provided by RD's authorized distributor) will provide Customer with invoices that fully and accurately disclose the discounted price of all such products and services. Customer, as an institution required to file Medicare/Medicaid cost reports with the Federal and/or appropriate state government, has an obligation under Federal law to fully and accurately report any discounts in its cost reports (Public Law 100-93, the "Medicare and Medicaid Patient and Program Protection Act of 1987", 42 CFR part 1001 as amended, July 29, 1991).

A13. RIGHT TO JURY TRIAL: Customer and RD expressly waive their rights to trial by jury.

A14. SEVERABILITY: Should any provision of this Agreement be held invalid, ineffective or unenforceable, the remaining terms will remain in full force and effect.

A15. FORCE MAJEURE: Either party's obligations under this Agreement shall be suspended in the event that party is hindered or prevented from complying with its obligations because of labor disturbances, wars, terrorist acts, fires, storms, accidents, interferences or any other similar cause beyond its reasonable control.

A16. ENTIRE AGREEMENT: Customer agrees that the terms and conditions in this Agreement and each Schedule (together with any attachments or exhibits thereto), if any, make up the entire Agreement between Customer and RD with respect to the subject matter hereof. In the event of a conflict between the

terms of this Agreement and/or any Schedule (or any attachments or exhibits thereto) the terms of the applicable Schedule shall control. If Customer delivers a purchase order with this Agreement or any Schedule hereto, it is for reference purposes only and the terms of this Master Agreement and any applicable Schedule will be the only terms and conditions that apply.

A17. NOTICES: All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, certified with return receipt requested, addressed to the party receiving the notice at its address shown on the face of this Agreement. Notices to RD should be marked Attn: Law Department. All of RD's rights shall survive the term of this Agreement and each Schedule.

A18. MISCELLANEOUS: The titles and headings used in this Agreement are for convenience only and shall not be used to

interpret the terms and conditions of this Agreement. This Agreement is not binding on RD until signed by an authorized representative of RD at RD's Indianapolis office. No waiver of or modification to any term of this Agreement is valid unless it is in writing and signed by RD and Customer. Customer agrees that RD is authorized to supply missing information or correct obvious errors in this Agreement and each Schedule. If RD delays or fails to enforce any of its rights under this Agreement or any Schedule, RD will be able to enforce its rights at a later time. The terms of this Agreement, including pricing, are the confidential information of RD and shall not be disclosed by Customer to any third party, except as may be required by law or government regulation.

B. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NON-PURCHASED EQUIPMENT ONLY (FOR PURCHASED EQUIPMENT, SEE SECTION C)

B1. LOSS AND DAMAGE: Customer is responsible for any loss, theft, destruction of, or damage to the Equipment (collectively "Loss") for any cause at all, whether or not insured, until it is delivered to RD as set forth in Section B7 of this Agreement.

B2. EQUIPMENT LOCATION & SERVICE: Customer will not alter, modify or move the Equipment from the location listed on the face of the respective Schedule without RD's prior written consent. Customer must enter into a service program as required by the applicable Schedule.

B3. TITLE AND RECORDING: RD is the owner of and will hold title to the Equipment. Customer consents to RD filing a UCC Financing Statement on the Equipment. If this transaction is deemed to be a contract intended for security, Customer grants RD a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). Customer will keep the Equipment free of all other liens and encumbrances.

B4. TERMINATION OF SCHEDULES: Unless RD is in default under Section A6, Customer may not terminate or cancel any Schedule that includes Equipment with an end-of-term purchase option. Beginning with the twenty-four month anniversary of the Commencement Date, provided that Customer is not in Default, Customer may terminate any Schedules that contain Equipment without an end-of-term purchase option on an annual anniversary of the Commencement Date by providing RD with 90 days advance written notice of Customer's intent to terminate. In the event some but not all of the Equipment is deleted from any Schedule, Customer and RD agree to renegotiate the price and quantity of Reagents that Customer is obligated to purchase under that Schedule.

B5. LOSS OF BARGAIN CHARGES: If Customer is in Default (as defined in Section A6 of this Agreement) under any Schedule relating to non-purchased Equipment, RD's compensation for the loss of RD bargain, which shall be paid by Customer pursuant to Section A7 (2)(b) and shall be in addition to any other remedies specified in this Agreement or the applicable Schedule, shall be as follows: (i) any amounts owing

under the Schedule at the time of Default, and either (ii) for Equipment with an end-of-term purchase option, all unpaid Equipment Payments for the remaining term of the applicable Schedule, discounted to present value at a rate of 5% per year, or (iii) for Equipment without an end-of-term purchase option, 15% of the sum of the remaining Equipment Payments for the term of the applicable Schedule. Upon Customer request, for Equipment with or without an end-of-term purchase option, Customer will have an opportunity to purchase the Equipment at a price calculated from the Equipment's amortization schedule, a copy of which will be provided to Customer by RD.

B6. END-OF-TERM OPTIONS: In the event a Schedule contains Equipment with an end-of-term purchase option, Customer may, at the end of the term of the Schedule or at any time thereafter, with 90 days prior written notice by Customer, purchase the Equipment, in accordance with the purchase option stated on the face of the Schedule. If Customer elects not to exercise any such option, with 90 days prior written notice by either party, Customer will return the Equipment to RD. Upon the stated expiration date of any Schedule, that Schedule will automatically renew month-to-month, for full billing months, until either party provides the notice described in this section. All terms and conditions set forth herein will apply during any automatic renewal period, provided, however, that upon expiration of the stated term and automatic conversion to month-to-month renewals, RD shall have the right, in its discretion and without notice to the Customer, to increase the pricing applicable to Reagents and Service.

B7. RETURN OF EQUIPMENT: If, at any time, Customer is required by the terms of this Agreement to return Equipment to RD, Customer will return such Equipment in as good condition as when Customer received it, except for ordinary wear and tear, to a location designated by RD. If Customer meets their commitment in full, RD will pay all expenses of de-installing, crating and shipping and Customer will insure the Equipment for its full replacement value during shipment.

C. TERMS AND CONDITIONS FOR CASH PURCHASES OF EQUIPMENT

C1. INAPPLICABLE TERMS: The following terms will not apply to any transaction that is a cash purchase of Equipment by Customer: Section A6; Section A7; Section A8 and all Sections of Part B.

C2. REAGENT COMMITMENTS: The terms of Part D will apply to the extent you enter into a Schedule relating to the purchase of Reagents from RD, and to the extent Customer enters into such a Schedule, the terms of Part A previously

indicated not to apply to outright purchases of Equipment by Customer shall continue to apply with respect to sales of Reagents by RD to Customer, even if the Reagents are intended to be used with any purchased Equipment.

C3. DEFAULT: With respect to any agreement for any cash purchase of Equipment by Customer, (1) RD is in Default if RD fails to uphold any warranty obligations made by RD with respect to the Equipment, and (2) Customer is in Default if Customer fails

to comply with the terms and conditions of payment for the Equipment, as set forth in Section A3.

C4 REMEDIES: If RD is in Default, RD will, within a reasonable time, take the necessary action to bring the Equipment into compliance with the applicable warranty. This may, in RD's discretion, include repair or replacement of the Equipment. If Customer is in Default, RD may cancel or terminate this Agreement, the applicable Schedule, and/or any or all other agreements or Schedules that RD has entered into with Customer. In addition, RD may (a) require Customer to return the Equipment to RD, at Customer's expense (including deinstallation, crating, shipping and insurance costs), in as good condition as when Customer received it except for ordinary wear and tear, to a location designated by RD, (b) cause RD or its agent to peacefully repossess the Equipment without court order

and Customer will not make any claims against RD for damages or trespass or any other reason, (c) cease providing service to Customer with respect to any service agreements or Schedules relating to the Equipment in question, or (d) exercise any other right or remedy available to RD at law or in equity. Regardless of the remedy or remedies RD elects to pursue, Customer will remain responsible for all expenses associated with the installation, deinstallation and refurbishment of the Equipment, including but not limited to freight, labor and material charges. The extent of refurbishment required will be determined by RD based on what RD deems reasonably necessary in order to resell the equipment. If RD takes possession of the Equipment, RD will sell or dispose of it and apply the proceeds in accordance with the applicable provisions of Section A7.

D. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO REAGENTS

D1. REAGENTS DEFINED: For purposes of this Agreement and all Schedules hereto, "Reagents" shall include all items listed as "Reagents" on all Schedules to this Agreement.

D2. RETURNS AND CREDITS: All returns of Reagents and Supplies (including returns for credit) must be made in accordance with RD returned goods policy currently in place. A copy of this policy will be provided to Customer at its request. RD reserves the right to change this policy from time to time with notice to Customer. No returns will be accepted unless they are made in accordance with RD's current returned goods policy.

D3. REAGENT and SUPPLY PURCHASES: Customer agrees to purchase 100% of the contracted levels of Reagents, in terms of number of kits/tests, as applicable, as well as total dollar amount (the "Commitment") during the term of each Schedule, as set forth and attached to the Schedule in the form of a Reagent and Supply Exhibit. After the first six months, Customer agrees that if it fails to purchase 1/2 of the annual total of its Commitment during the second six months, or if Customer fails to purchase the annual total of its Commitment during any subsequent 12-month period throughout the term of the applicable Schedule or any renewal thereof, RD may declare Customer in default and/or adjust the pricing of each Reagent/Supply to reflect the volumes actually being purchased. If Customer's volumes significantly increase, RD commits to review Customer's Reagent/Supplies pricing, at Customer's request, for possible adjustment on future purchases.

D4. TITLE TO REAGENTS/SUPPLIES: Title to Reagents/Supplies will pass upon delivery by RD to the Customer's delivery point.

D5. PRICING ADJUSTMENTS: After the first 12 months from the commencement of each Schedule, RD may adjust each contracted Reagent/Supply price once annually upon 30 days advance written notice.

D6. TERMINATION OF SCHEDULES: Unless RD is in default under Section A6., Customer may not terminate or cancel

any Schedule to purchase Reagents and Supplies, or any Schedule that is associated with Equipment with an end-of-term purchase option. Beginning with the twenty-four month anniversary of the Commencement Date, provided that Customer is not in Default, Customer may terminate a Reagent/Supply Schedule that is associated with Equipment without an end-of-term purchase option on an annual anniversary of the Commencement Date of that Schedule by providing RD with 90 days advance written notice of Customer's intent to terminate. In the event some but not all of the Equipment is deleted from any Schedule, Customer and RD agree to renegotiate the price and quantity of Reagents that Customer is obligated to purchase under any associated Reagent/Supply Schedule.

D7. LOSS OF BARGAIN CHARGES: If Customer is in Default (as defined in Section A6 of this Agreement) under any Schedule relating to Reagents/Supplies, RD's compensation for the loss of RD bargain, which shall be paid by Customer pursuant to Section A7 (2)(b) and shall be in addition to any other remedies specified in this Agreement or the applicable Schedule, shall be as follows: (i) any amounts owing under the Schedule at the time of Default, and (ii) an amount equal to 1/4 of Customer's annual commitment stated in the applicable Schedule.

D8. END OF TERM OPTIONS: Customer may, at the end of the initial term of any Schedule, with 90 days prior written notice by Customer to RD, cancel the Schedule. Upon the stated expiration date of any Schedule, without the notice described in this section, that Schedule will automatically renew month-to-month, for full billing months. All terms and conditions set forth herein will apply during any automatic renewal period, provided, however, that upon expiration of the initial term and the subsequent automatic conversion to month-to-month renewals, RD shall have the ongoing right, in its discretion and without notice to the Customer, to increase the pricing applicable to Reagents.

E. TERMS APPLICABLE TO PURCHASES MADE VIA AUTHORIZED DISTRIBUTORS

E1. TERMS OF PURCHASE: With RD's authorization, Customer may select one of RD's authorized distributors from whom to make purchases required by this Agreement or any Schedule thereto, provided that Customer and Distributor agree that (a) Distributor will be the billing agent for the applicable Schedule, (b) Distributor will assume responsibility and is liable for all corresponding payments to RD for each shipment, (c) RD will not accept any return of products under this Agreement or any Schedule except as specified in RD's returned goods policy then in place; (d) Distributor must execute and remain in compliance with a form of Distributor pricing agreement

mandated by RD, (e) participation of Distributor is subject to RD credit approval. RD may require Customer to change Distributors if any Distributor becomes unable to meet its obligations under any agreement between Distributor and RD. Customer must inform RD in writing in advance of electing to use a Distributor, and Customer may change Distributors only by giving RD 30 days advance written notice of such change. Customer hereby agrees to indemnify RD from and against any loss, claim or damage asserted against RD (including legal fees) by Customer's Distributor by reason of Customer changing Distributors.

F. TERMS AND CONDITIONS APPLICABLE TO SERVICE

F1. LEVEL AND SCOPE OF SERVICE; SERVICE FEES: If Customer is required or otherwise elects to subscribe to a Service Program with RD pursuant to which RD will provide service ("Service") to Equipment owned or operated by Customer, the level of Service, the fees payable to RD for the provision of such Service ("Service Fees"), and a detailed scope of Service to be provided for the stated Service Fees (i.e. number of preventative maintenance visits, hours Service and/or emergency maintenance will be provided, etc.) shall be set forth on a separate Schedule to this Agreement. In all instances, unless otherwise noted, "Service" shall mean labor time, travel time and Service parts.

F2. LIMITATIONS ON SERVICE AVAILABILITY: Service shall only be available on Equipment which is or was (1) new when installed by RD and subject to a Service Schedule thereafter, (2) subject to a maintenance or service agreement with RD at all times prior to the execution of a Service Schedule with respect thereto, or (3) subject to reconditioning by RD and accepted by RD in writing as a candidate for Service under the terms of the applicable Schedule.

F3. CUSTOMER OBLIGATIONS: Customer agrees to use the Equipment in strict accordance with RD operating instructions, to permit servicing and repair work by RD personnel or RD-approved third party service agents only, and to obtain RD prior written consent prior to connecting the Equipment to any other equipment or using any equipment or accessories not provided by RD with the Equipment. Customer agrees to use the Equipment in an appropriate location and with electrical connections which correspond to the electrical supply specifications of the manufacturer. Customer will protect the Equipment from all adverse elements, such as dirt, dust and liquids of any kind. In the event of necessary or scheduled service, Customer will allow RD personnel access to operating locations of any Equipment to be serviced and provide adequate space around the Equipment. In turn, RD will respect all internal operating procedures of which Customer has advised RD, as well as all of Customer's general security instructions.

F4. EXCLUSIONS FROM COVERAGE: Customer payments of Service Fees under this Agreement and any Service Schedule do not cover repairs made necessary by (i) operator errors, lack of operator maintenance, abnormal or unapproved uses, acts of third parties, faulty electrical connections, fluctuations or failures in air conditioning, heating or cooling systems and electrical power failures, (ii) force majeure, including natural disasters such as fire, flood, earthquakes, tornadoes, wind damage and lightning strikes, riots, sabotage, demonstrations, acts of terrorism, war, civil war, acts of public authorities and all other causes beyond RD's reasonable control, or (iii) defects or malfunctions of any external computer hardware attached to the Equipment. In the event repairs such as those described in the foregoing sentence are necessary, RD will give Customer a cost estimate describing the work to be performed, the number and cost of supplies and parts to be provided, the expected time to completion, the hourly rate and other details and conditions of the repairs, and Customer will provide RD with a purchase order for such repairs. Any terms and conditions of Customer's purchase order that conflict with the terms of this Agreement or the applicable Service Schedule are hereby rejected and the terms of this Agreement or applicable Service Schedule shall control. Repairs described in this Section will be billed separately.

F5. EQUIPMENT MODIFICATION: The Equipment will perform to manufacturer's specifications during any applicable warranty period or service maintenance contract period. However, RD may be required to modify the Equipment in order to improve its use and reliability. Modifications required to meet quality or reliability specifications will be performed as part of the warranty or service maintenance agreement. Optional modifications that are not quality related will not be included as

part of a warranty or service maintenance agreement. All modifications shall be the subject of a detailed cost estimate by RD and the Customer will submit a purchase order to RD for such work. Any terms and conditions of Customer's purchase order that conflict with the terms of this Agreement or the applicable Service Schedule are hereby rejected and the terms of this Agreement or the applicable Service Schedule shall control. All modification work shall be billed separately except for modifications required to improve use or reliability which occur during any applicable warranty period, which shall be free. Modified Equipment shall be subject to this Agreement and any applicable Service Schedule in all respects. Modifications shall not extend the normal warranty period.

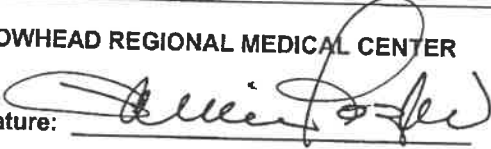
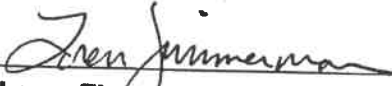
F6. REMOTE ACCESS SERVICE: To optimize the functionality, performance and use of Equipment, Customer agrees that RD may from time to time desire to access the Equipment to provide Customer with remote access service connectivity solution (e.g., modem) and a software teleservice tool. Remote access service ("RA Service") may include any of the following: (i) Screen sharing (remote viewing of Customer screens) to view software user interface; (ii) Remote operation of equipment in diagnostic mode; (iii) Performance of component and/or mechanism checks; (iv) Remote configuration of equipment; (v) Data uploads/downloads, data capture, database exporting and transmission of log files; (vi) Transmittal of application software updates; and (vii) any other Service which may be performed under this Agreement. RA Service will be provided at RD's discretion on a case-specific basis for troubleshooting and repair and/or a long-term basis to perform data tracking, evaluation and review of equipment use to facilitate optimization or enhanced functionality. RA Service will be provided at RD's option and will only be provided with respect to Equipment manufactured, sold, distributed and/or serviced by RD. Nothing contained herein shall obligate RD to provide RA Service with respect to any diagnostics equipment. RD will have no obligation to alert or notify Customer of any issues or problems arising in connection with any Equipment which are or would have been discernable from a study or review of any data obtained from the Equipment. Any repairs to any Equipment via RA Service will be subject to the service warranty set forth in Section F7 of this Agreement. IN ADDITION, IN NO EVENT SHALL RD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY RELATING TO THE PERFORMANCE OF THE RA SERVICE, INCLUDING LOSS OF PATIENT OR LABORATORY DATA OR DAMAGE TO ANY DATA INTERFACE BETWEEN RD EQUIPMENT AND OTHER LABORATORY EQUIPMENT, COMPUTER SOFTWARE OR COMPUTER HARDWARE. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT OR FOR ANY OTHER REASON.

F7. LIMITED SERVICE WARRANTY: RD warrants that the Service provided under this Agreement and any attachments or exhibits to this Agreement or to Schedules to this Agreement will be free from defects in workmanship for a period of 30 calendar days from the date of service except for replacement parts, which shall be covered by the warranty set forth in Section A5. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL BE IN LIEU OF, AND RD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED, EXCEPT THE LIMITED WARRANTY SET FORTH ABOVE. RD IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOSS OF THE USE OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES,

OR SERVICES AND DOWN-TIME COSTS, RESULTING FROM OR ARISING IN CONNECTION WITH THE PERFORMANCE, DELAY IN PERFORMANCE OR NON-PERFORMANCE OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT OR FROM THE USE OR MISUSE OF ANY EQUIPMENT OR ANY MATERIAL OR WORKMANSHIP DELIVERED HEREUNDER,

EVEN IF RD HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AS CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY RD WILL RE-PERFORM ANY SERVICE WHICH IS DEFECTIVE.

G. THE UNDERSIGNED, BEING DULY AUTHORIZED SIGNATORIES, AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN AND THEY HEREBY EXECUTE THIS AGREEMENT. ONLY A CORPORATE REPRESENTATIVE IN THE INDIANAPOLIS OFFICE IS AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF ROCHE DIAGNOSTICS CORPORATION.

ARROWHEAD REGIONAL MEDICAL CENTER Signature:  By (Printed): <u>Laurie Rozko</u> Title: <u>Purchasing Agent</u> Date: <u>12-1-08</u>	ROCHE DIAGNOSTICS CORPORATION Signature:  By (Printed): <u>Loren Zimmerman</u> <u>Manager, Business Operations Center</u> Title: _____ Date: <u>10 DEC 2008</u>
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Roche Diagnostics Master Agreement/Alliance Agreement Centralized Diagnostics Cost-Per-Reportable ("CPR") or Cost-Per-Test ("CPT") Schedule

Customer Name and DBA Name		Arrowhead Regional Medical Center		GPO Affiliation:	Novation	Customer Purchase Order Reference #:	Agreement #:	Schedule #:
Equipment Address		400 North Pepper Av.		City	Colton	State/Zip	CA 92324	Customer Telephone Number
Billing Address (if different from above)				City		State/Zip		Customer Account Number
								55063299

SECTION 2: REAGENTS/SUPPLIES

The Reagent and Supply Exhibit(s) attached to this Schedule details the type, quantity and price of the Reagents/Supplies you have agreed to purchase, ☒ Cost-Per-Reportable ☐ Cost-Per-Test, on an annual basis under this Schedule.

SECTION 3: EQUIPMENT AND PAYMENT INFORMATION

Term of this Schedule 60 Months - Commencement Date 1 Pricing for all products on this Schedule will start on this Commencement Date.

SECTION 4: SERVICE AND TRAINING

Service options and additional terms are detailed in Appendix S, Attachment 1, and/or Appendix M, if applicable, to the Master/Alliance Agreement Schedule.

Unit	Equipment 1	Analyzer Net Selling Price (Cash Purchase Only) OR Check Box if Customer Owned	End-of-Term Purchase Option (for Units Only)	Mtly Equip. Pmt (Indicate Amt. OR check if "Included" in Reagents)	Premium (Gold) or Classic (Silver) Option includes Remote Access if not otherwise designated below	Service Payment Options (not applicable if "included" in Reagents)	Service Amount and Invoice Options (Indicate Payment Amount or Payment Start Date or check if "Included")
1.	System/Model: Cobas 6000 c501/e601 Qty: 1 Serial #:	\$ <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Owned	<input type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input checked="" type="checkbox"/> None	\$ Per Operation Steamroller <input checked="" type="checkbox"/> Included	<input checked="" type="checkbox"/> Premium (Gold) <input type="checkbox"/> without Remote <input type="checkbox"/> Classic (Silver) <input type="checkbox"/> without Remote <input type="checkbox"/> Software Maintenance <input type="checkbox"/> Depot	<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 1,401.60 <input checked="" type="checkbox"/> Month 1 <input type="checkbox"/> Lump Sum (in advance)
2.	System/Model: Cobas 6000 c501/e601 Qty: 1 Serial #:	\$ <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Owned	<input type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input checked="" type="checkbox"/> None	\$ Per Operation Steamroller <input checked="" type="checkbox"/> Included	<input checked="" type="checkbox"/> Premium (Gold) <input type="checkbox"/> without Remote <input type="checkbox"/> Classic (Silver) <input type="checkbox"/> without Remote <input type="checkbox"/> Software Maintenance <input type="checkbox"/> Depot	<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 1,401.60 <input checked="" type="checkbox"/> Month 1 <input type="checkbox"/> Lump Sum (in advance)
3.	System/Model: MPA EVO 7 Plus B-21 Qty: 1 Serial #:	\$ <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Owned	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input type="checkbox"/> None	\$ 12,571.05 <input type="checkbox"/> Included	<input checked="" type="checkbox"/> Premium (Gold) <input type="checkbox"/> without Remote <input type="checkbox"/> Classic (Silver) <input type="checkbox"/> without Remote <input type="checkbox"/> Software Maintenance <input type="checkbox"/> Depot	<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 3,548.00 <input checked="" type="checkbox"/> Month 1 <input type="checkbox"/> Lump Sum (in advance)
4.	System/Model: Middleware Manager Professional (Server) Qty: 1 Serial #:	\$ <input type="checkbox"/> Cash Purchase <input type="checkbox"/> Owned	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input type="checkbox"/> None	\$ 1,433.91 <input type="checkbox"/> Included	<input type="checkbox"/> Premium (Gold) <input type="checkbox"/> without Remote <input type="checkbox"/> Classic (Silver) <input type="checkbox"/> without Remote <input type="checkbox"/> Software Maintenance <input type="checkbox"/> Depot	<input type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	\$ 380.00 <input checked="" type="checkbox"/> Month 1 <input type="checkbox"/> Lump Sum (in advance)

SECTION 5: TRAINING: Analyzer training will be conducted at RDC in Indianapolis, Indiana. The cost of tuition, RDC provided lodging and meals, local ground transportation to and from the training class and between the airport and hotel will be paid for by RDC for the system operators specified above. Unit 1: 2 Unit 2: 2 Unit 3: 2 Unit 4: 1

Roche Diagnostics Master Agreement/Alliance Agreement Centralized Diagnostics Cost-Per-Reportable ("CPR") or Cost-Per-Test ("CPT") Schedule

SECTION 6: ADDITIONAL TERMS AND CONDITIONS

- A. See Novation Attachment for additional terms and conditions.
- B. No-charge cobas 6000 c501/e601 ("Unit 1"), valued at \$62,918 per year for 60 months. The terms and conditions contained in Section B of the Master/Alliance Agreement with respect to Non-Purchased Equipment shall apply to Customer's acquisition, use and possession of the these modules.
RD will provide Customer with the following for Unit 1:
 - a. 1 No-charge Gold-level service on the integrated cobas 6000 analyzer(s) for one (1) additional year (note that service is included in the one-year warranty, so this is no-charge service during the second year of the term of use). The value of one year of service is \$ 28,032.00.
 - b. If Customer's installation of Unit 1 achieves Commencement (as that term is defined in Section 1 of the Master/Alliance Agreement) within 90 days of the effective date of the Schedule to which this document is attached, RD will provide Customer with an additional one (1) year no-charge Gold-level service on Unit 1. The value of one year of service is \$ 28,032.00.
- C. No-charge cobas 6000 c501/e601 ("Unit 2"), valued at \$62,918 per year for 60 months. The terms and conditions contained in Section B of the Master/Alliance Agreement with respect to Non-Purchased Equipment shall apply to Customer's acquisition, use and possession of the these modules.
RD will provide Customer with the following for Unit 2:
 - a. 1 No-charge Gold-level service on the integrated cobas 6000 analyzer(s) for one (1) additional year (note that service is included in the one-year warranty, so this is no-charge service during the second year of the term of use). The value of one year of service is \$ 28,032.00.
 - b. If Customer's installation of Unit 2 achieves Commencement (as that term is defined in Section 1 of the Master/Alliance Agreement) within 90 days of the effective date of the Schedule to which this document is attached, RD will provide Customer with an additional one (1) year no-charge Gold-level service on Unit 2. The value of one year of service is \$ 28,032.00.
- D. The following shall apply for both Unit 1 and Unit 2:
 - a. The parties hereby agree to adhere to all applicable reporting requirements relating to Customer's use of the cobas 6000 analyzer(s) and other discounts against reagents provided to Customer hereunder, including the requirement that institutions required to file Medicare/Medicaid cost reports with the Federal and/or applicable state government, must fully and accurately report any discounts in its cost reports. (Public Law 100-93, the "Medicare and Medicaid Patient and Program Protection Act of 1987", 42 CFR part 1001.952(h) as amended, July 29, 1991).
 - b. In the event that Customer Defaults (as that term is defined in Section A of the Master/Alliance Agreement) under the Schedule or the Master/Alliance Agreement, in addition to any other Loss of Bargain charges applicable to such Default, Customer may be required to pay Roche Diagnostics as a loss of bargain the pro rata remaining value of any items provided at no additional charge under the Schedule and this Attachment.
- E. The MPA EVO 7 Plus B-21 (Unit 3) includes the following:
 - (8) FSS TRAY 13, 25 POSITION CLEAR
 - (44) FSS TRAY (HIT ACHD) 13MM/100 POSITION
 - (2) EVO 6000 MPA CONNECTION: SBU-C6
 - (3) EVO MPA CONNECTION LINE TUL2400
 - (1) NOZZLE TIP RACK 180 POSITION
 - (2) DEVICE SERVER 1 PORT UDS1100
 - (6) BELKIN CAT5 RJ45M-M GRAY 7FT
 - (1) BELKIN CAT5 RJ45M-M GRAY 50FT
 - (1) USB POWERLINK CABLE KEYBOARD SCANNER DI
 - (3) INSTRUMENT MANAGER CONNECTION LICENSE
 - (3) INSTRUMENT MANAGER LICENSE (THIN CLIENT)
 - (5) LICENSE FOR HOT BACKUP (INSTRUMENT)
 - (3) THIN CLIENT LICENSE FOR HOT BACKUP SYSTE
 - (1) NETWORK SWITCH/ETHERNET 10/100 16 PORT
 - (2) CABLE KIT RCH-02 DI
 - (1) INSTRUMENT MANAGER HOT BU(SRVR) V8.06.03
- F. The Middleware Professional (Server) (v8.06) Includes the following:
 - (2) DEVICE SERVER 1 PORT UDS1100
 - (6) BELKIN CAT5 RJ45M-M GRAY 7FT
 - (1) BELKIN CAT5 RJ45M-M GRAY 50FT
 - (1) USB POWERLINK CABLE KEYBOARD SCANNER DI
 - (3) INSTRUMENT MANAGER CONNECTION LICENSE
 - (3) INSTRUMENT MANAGER LICENSE (THIN CLIENT)
 - (5) LICENSE FOR HOT BACKUP (INSTRUMENT)
 - (3) THIN CLIENT LICENSE FOR HOT BACKUP SYSTE
 - (1) NETWORK SWITCH/ETHERNET 10/100 16 PORT
 - (2) CABLE KIT RCH-02 DI
 - (1) INSTRUMENT MANAGER HOT BU(SRVR) V8.06.03

CD CPR or CPT Schedule

rev04.25.08

page 2 of 3

Roche Diagnostics Master Agreement/Alliance Agreement Centralized Diagnostics Cost-Per-Reportable ("CPR") or Cost-Per-Test ("CPT") Schedule

SECTION 7: AUTHORIZED ACCEPTANCE

CUSTOMER

By signing this Schedule, Customer acknowledges that if Customer submits a purchase order with this Schedule, it is for reference purposes only and the terms and conditions of this Agreement and any Addenda will be the only terms and conditions that apply.

By:  Date: 12-1-08
(Authorized Customer Signature) **Lawrence Rozko** Director, Purchasing

Printed Name:

Title:

1. An Authorized RD Representative in Indianapolis, Indiana will complete the Agreement Number, Schedule Number, Commencement Date and RD Authorized Acceptance section.

2. FMV is "Fair Market Value"

3. CPR means the cost of all Reportables run on the Equipment. CPR includes the following: reagents, calibrators, and/or controls, and those consumables specifically defined in the Reagent and Supply Exhibits.

4. CPT means the cost of all tests run on the Equipment. CPT includes the following: reagents, calibrators, and/or controls, and those consumables specifically defined in the Reagent and Supply Exhibits.

ROCHE DIAGNOSTICS CORPORATION

This Schedule is not binding on RDC until signed by an authorized representative of RDC at RDC's home office.

By:  Date: 10 Dec 2008
(Authorized Roche Signature) **Lorenz Immerman**
Printed Name: **Manager, Business Operations Center**

Appendix M Terms Applicable to Instrument Manager and Middleware Solutions Options

The following terms apply to Customer's acquisition and use of the Data Innovations Instrument Manager and/or Middleware Solutions products and services selected on the Master Agreement/Alliance Agreement Schedule. All references to "Product" on this Appendix refer to these products and services except where otherwise noted.

Certification of Use

The Product(s) is not cleared by the United States Food and Drug Administration ("FDA") for use in a blood bank or transfusion service setting in making decisions regarding the suitability of donors and the release of blood or blood products for transfusion or other manufacture. By executing the Schedule, Customer is certifying that (a) the party signing knows how the Product(s) will be used, and (b) that the Product(s) will not be used in a blood bank or transfusion setting. For purposes of this certification, a blood bank or transfusion setting is any setting involving the collection, processing, compatibility testing, storage and/or distribution of blood and blood components, including the manufacturing and maintaining of these products and associated databases. Customer agrees and acknowledges that this certification will survive the termination of the underlying Schedule and Agreement and shall remain in effect for as long as Customer continues to use the Product, and that if Customer's use of the Product(s) change in a way that causes this certification to become inaccurate, Customer will notify RD as soon as possible.

Data Innovations Instrument Manager Terms of Sublicense/Use
Data Innovations, Inc. owns all intellectual property rights in the Instrument Manager software, whether directly or through a sublicense arrangement with an authorized business partner of Data Innovations. As an authorized business partner of Data Innovations, Inc., RD is authorized to grant sublicenses to use the Instrument Manager software to its Customers. CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER IS A SUBLICENSEE OF RD PERMITTED TO USE THE PRODUCTS AND THE INSTRUMENT MANAGER SOFTWARE INCORPORATED THEREIN ONLY IN ACCORDANCE WITH THE TERMS OF THE SOFTWARE LICENSE INCORPORATED INTO THE INSTRUMENT MANAGER SOFTWARE. CUSTOMER FURTHER ACKNOWLEDGES THAT USE OF THE INSTRUMENT MANAGER SOFTWARE CONSTITUTES ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF USE CONTAINED IN THE INSTRUMENT MANAGER SOFTWARE, INCLUDING, IN PARTICULAR, THE PROVISIONS OUTLINING USE, TRANSFERABILITY, WARRANTY AND LIABILITY. CUSTOMER AGREES THAT THE EMBEDDED SOFTWARE SUBLICENSE TERMS ARE ENFORCEABLE AGAINST CUSTOMER AS A PART OF THIS APPENDIX AND CUSTOMER'S USE OF THIS SOFTWARE EVIDENCES THIS AGREEMENT. The terms of the Instrument Manager software sublicense will survive the termination of the underlying Schedule and Agreement and shall remain in effect for as long as Customer continues to use the Product(s).

Middleware Solutions Limitations on Liability

Certain features of the Product(s) being acquired by Customer offer Customer the functionality to create and implement algorithms which will direct the Product(s) in the processing of patient test results. This functionality is known as "Rules-Based Decision Processing." Customer understands that the Product(s) acquired include this functionality, but that other than RD's operator training, RD is not agreeing to, and will not, provide any service or guidance regarding implementation of Rules-Based Decision Processing. Customer agrees that any parameters used for decision-making or "rules" implemented by Customer using Rules-Based Decision Processing shall be the sole responsibility of Customer. Customer will not, at any time, rely upon RD to make any determinations regarding the content and direction of any of Customer's "rule-writing" or result processing decisions. Accordingly, RD makes no representations and warranties with respect to any algorithms or rules implemented via Rules-Based Decision Processing and further specifically disclaims any warranties not expressly made herein. In addition to any other limitations on liability and warranty disclaimers contained in the Agreement, under no circumstances shall RD be responsible for any lost profits, loss of income, loss of data or indirect, special, or consequential damages associated with the use of the Product(s) and the Rules-Based Decision Processing functionality.

Customer agrees to defend, indemnify and hold RD harmless from any demands, claims, actions, losses, damages, expenses or liabilities (including reasonable attorneys' fees and court costs) arising out of, relating to, or in connection with the processing or use of patient results using Rules-Based Decision Processing as implemented by Customer.

Customer agrees and acknowledges that the representations, warranties and agreements set forth in the foregoing two paragraphs will survive the termination of the underlying Schedule and Agreement and shall remain in effect for as long as Customer continues to use the Product(s).

Maintenance (Hardware and Software) and Additional Terms of Use

Software maintenance, if purchased by Customer, is considered a "Service" as defined in the Agreement and Schedule, and all terms of the Schedule applicable to Service on Equipment shall also apply to RD's maintenance of the Product(s). In addition, the following terms applicable to RD's provision of Service and Customer's use of the Product(s) shall also apply, and, in the event of a conflict with any other terms of the Schedule or Agreement, shall control:

1. Unless specified otherwise, maintenance will include both software and hardware maintenance and the term "Products" as used in this section will include both software and hardware provided by RD as Product(s).
2. Maintenance of the Product(s) shall include software updates as required to maintain system functionality, including diskettes, manuals and other required documentation. On-site update training can be obtained from RD at an additional cost.
3. All maintenance and support provided to Customer relating to the Products shall be performed via telephone, modem connection, and/or web tunneling, or, in the case of updates, via best delivery method as determined by RD. Customer is responsible for the installation of all updates within 30 days of receipt.
4. All routine hardware and software maintenance shall be provided Monday-Friday between the hours of 8 a.m. and 5 p.m. (local time) excluding RD holidays.
5. RD will provide 24-hour telephone troubleshooting via the RD Technical Support Center at no additional charge. On-site troubleshooting or reinstallation of software will be billed at RD's normal hourly rates for service/repairs, including travel expenses.
6. Service of the Product(s) by anyone other than RD personnel or RD-designated vendors will void RD's obligation to provide Product maintenance under the applicable Schedule and Appendix and will void any remaining warranty on the Product(s) without payment of a penalty or refund of funds by RD. Notwithstanding the foregoing, Customer personnel may be required, from time to time, to perform service tasks as specifically directed by RD and Customer agrees to provide reasonable support as requested by RD. (For example, RD may instruct Customer to swap out a printer, keyboard or monitor). In all cases, appropriate mode of service will be determined by RD.
7. Customer may not (i) install or use any non-RD software on computer hardware included as or with any of the Products, (ii) make configuration changes to the software, (iii) load or change a software driver except as specifically directed by RD, or (iv) make any other similar change. Any of the foregoing changes will void any remaining warranty on the Products and any computer hardware provided by RD.
8. Warranty on the software included with the Product(s) is as stated in the Data Innovations Instrument Manager Sublicense Terms of Use. RD will provide a twelve (12) month warranty on all computer hardware provided by RD (for example, CPU, monitor, barcode scanners and like products), regardless of manufacturer's warranty. Troubleshooting of any computer hardware included as or with any Product(s) will only be provided to the extent such hardware remains under an RD warranty or service contract. In the event of hardware failure, RD will, at RD's option, either (a) dispatch a manufacturer's representative, (b) dispatch an RD representative, or (c) ship a replacement unit and require Customer to return the defective unit to RD. RD will coordinate with the manufacturer to dispatch a manufacturer's service representative to address hardware issues at RD's discretion, if provided by the manufacturer's warranty. RD will only provide support for hardware provided by RD.

Customer's Authorized Initials

17-1-08

Appendix M Terms Applicable to Instrument Manager and Middleware Solutions Options

9. RD's service obligations specifically exclude the following: (a) provision of accessories or consumable items, (b) services such as the integration of the Product(s) with equipment not provided by RD, (c) provision of or servicing of uninterruptible power supplies, power conditioners and other items external to the Products, or (d) maintenance or support necessary to remedy breakdown or damage caused by unauthorized installed software, software updates, non-RD equipment or computer hardware or other accessories external to the Product(s) or other RD equipment.

[Signature]
12-1-08

DEC 10 2008

BY

DEC 4 2008

Reagent and Supply Exhibit

ARROWHEAD RGNL MED CTR

Instrument: MODULAR PRE-ANALYTICS EVO 7 PLUS System w/2nd ACU - Quantity: 1

Non-Committed Calibrators, Controls and/or Consumables

Consumables

Material Name	Catalog Number	Kits Per Year	Price Per Kit	Annual Total
ALiquot TIPS 2000UL 4000 PCS	04042280001	52	\$126.43	\$6,574.36
HMPA BARCODE LABEL 53MM(75MM) 10 RL/BX	03121160001	2	\$521.36	\$1,042.72
HU RESTOPPER CAP (1000/BG)	03140644001	247	\$44.88	\$11,085.36
INK RIBBONS (BCL)	12029839001	1	\$754.66	\$754.66
SAMPLE CUP (5000 PCS.)	10394246001	37	\$166.84	Included in Reagents
Consumable Total:				\$19,457.10

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 Document ID: O1006481-P0007168
 Version: 8/11/2008 1:51:35 P.M. GMT-4 Modified 919 LZ

Exhibit is not binding until definitive agreement is executed between the parties

Customer Initial fr Page 3 of 3 12-1-08
 RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.

Arrowhead Regional Medical Center
Reagent and Supply Exhibit
Exhibit 1: CPR Commitment
August 11, 2008

Test Group: 1

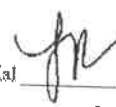
Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Bicarbonate (Enzymatic PEPC)	134,372	\$ 0.050	\$ 6,718.60	11,198	\$ 0.050	\$ 559.90
BUN/UREA (Urease GLDH)	240,650	\$ 0.050	\$ 12,032.50	20,054	\$ 0.050	\$ 1,002.70
Chloride (ISE)	135,122	\$ 0.050	\$ 6,756.10	11,260	\$ 0.050	\$ 563.00
Creatinine (Jaffe)	138,272	\$ 0.050	\$ 6,913.60	11,523	\$ 0.050	\$ 576.15
Glucose (Hexokinase)	130,968	\$ 0.050	\$ 6,548.40	10,914	\$ 0.050	\$ 545.70
Potassium (ISE)	135,648	\$ 0.050	\$ 6,782.40	11,304	\$ 0.050	\$ 565.20
Sodium (ISE)	135,380	\$ 0.050	\$ 6,769.00	11,282	\$ 0.050	\$ 564.10
Group Totals	1,050,412		\$ 52,520.60	87,535		\$ 4,376.75
Group 1 Average Base Cost Per Reportable						\$ 0.050

Test Group: 2

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Alanine Amino-Transferase (IFCC without P5P)	63,394	\$ 0.080	\$ 5,071.52	5,283	\$ 0.080	\$ 422.64
Albumin (BCC)	63,972	\$ 0.080	\$ 5,117.76	5,331	\$ 0.080	\$ 426.48
Alkaline Phosphatase (IFCC)	63,308	\$ 0.080	\$ 5,064.64	5,276	\$ 0.080	\$ 422.08
Aspartate Amino-Transferase (IFCC without P5P)	63,304	\$ 0.080	\$ 5,064.32	5,275	\$ 0.080	\$ 422.00
Bilirubin Direct (Jendrassik-Groff)	41,736	\$ 0.080	\$ 3,338.88	3,478	\$ 0.080	\$ 278.24
Bilirubin Total Special (Diaz)	68,140	\$ 0.080	\$ 5,451.20	5,678	\$ 0.080	\$ 454.24
Calcium (o-Cresolphthalein /serum plasma)	69,790	\$ 0.080	\$ 5,583.20	5,816	\$ 0.080	\$ 465.28
Cholesterol (CHOD-PAP)	22,190	\$ 0.080	\$ 1,775.20	1,849	\$ 0.080	\$ 147.92

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Customer Initial  Page 4 of 4 12-1-08
 RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.

No. 6288 P. 8

Dec. 16, 2008 12:39PM

Gamma Glutamyltransferase (Szasz)	277	\$ 0.080	\$ 22.16	23	\$ 0.080	\$ 1.84
Iron (Colorimetric FerroZine)	2,221	\$ 0.080	\$ 177.68	185	\$ 0.080	\$ 14.80
Lactate Dehydrogenase (IFCC)	2,012	\$ 0.080	\$ 160.96	168	\$ 0.080	\$ 13.44
Magnesium (Colorimetric)	42,848	\$ 0.080	\$ 3,427.84	3,571	\$ 0.080	\$ 285.68
Phosphorus (Molybdate UV)	41,470	\$ 0.080	\$ 3,317.60	3,456	\$ 0.080	\$ 276.48
Total Protein (Biuret)	65,242	\$ 0.080	\$ 5,219.36	5,437	\$ 0.080	\$ 434.96
Triglycerides (Enzymatic GPO)	22,267	\$ 0.080	\$ 1,781.36	1,856	\$ 0.080	\$ 148.48
Uric Acid (Enzymatic colorimetric)	3,090	\$ 0.080	\$ 247.20	258	\$ 0.080	\$ 20.64
Group Totals	635,261		\$ 50,820.88	52,940		\$ 4,235.20
Group 2 Average Base Cost Per Reportable						\$ 0.080

Test Group: 3

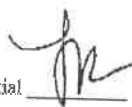
Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Ammonia (Enzymatic UV)	2,083	\$ 0.501	\$ 1,043.58	174	\$ 0.501	\$ 87.17
Amylase (Enzymatic EPS)	5,086	\$ 0.353	\$ 1,795.36	424	\$ 0.353	\$ 149.67
Creatine Kinase (Enzymatic UV)	22,914	\$ 0.373	\$ 8,546.92	1,910	\$ 0.373	\$ 712.43
Lactate (Enzymatic colorimetric)	670	\$ 0.610	\$ 408.70	56	\$ 0.610	\$ 34.16
Lipase (Enzymatic colorimetric)	10,412	\$ 0.345	\$ 3,592.14	868	\$ 0.345	\$ 299.46
UIBC Special (Colorimetric FerroZine)	2,080	\$ 0.415	\$ 863.20	173	\$ 0.415	\$ 71.80
Group Totals	43,245		\$ 16,249.90	3,605		\$ 1,354.69
Group 3 Average Base Cost Per Reportable						\$ 0.376

Test Group: 4

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Albumin (Microalbumin /CSF)	3,018	\$ 1.243	\$ 3,751.37	252	\$ 1.243	\$ 313.24
CRP hs (Immunoturbidimetric)	2,408	\$ 1.993	\$ 4,799.14	201	\$ 1.993	\$ 400.59
HDL-Cholesterol (Direct)	22,000	\$ 1.304	\$ 28,688.00	1,833	\$ 1.304	\$ 2,390.23

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 Version: 8/11/2008 1:51:35 P.M. GMT-4 Modified 919 LZ

Exhibit is not binding until definitive agreement is executed between the parties

Customer Initial  Page 5 of 5 12-1-08
 RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.

6 P. 9 No. 6288

Dec. 16, 2008 12:39 PM

Roche

Ceruloplasmin (Immunoturbidimetric)	78	\$ 17,342	\$ 1,352.68	7	\$ 17,342	\$ 121.39
Group Totals	27,504		\$ 38,591.19	2,293		\$ 3,225.46
Group 4 Average Base Cost Per Reportable						\$ 1.407

Test Group: 5


Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Acetaminophen (Colorimetric)	2,855	\$ 2.885	\$ 8,236.68	238	\$ 2.885	\$ 686.63
Carbamazepine (Fluorescence polarization)	668	\$ 2.885	\$ 1,927.18	56	\$ 2.885	\$ 161.56
Digoxin	1,488	\$ 1.255	\$ 1,867.44	124	\$ 1.255	\$ 155.62
Gentamicin (KIMS)	1,024	\$ 2.534	\$ 2,594.82	85	\$ 2.534	\$ 215.39
Phenobarbital	703	\$ 2.885	\$ 2,028.16	59	\$ 2.885	\$ 170.22
Phenytoin (CEDIA)	6,330	\$ 2.149	\$ 13,603.17	528	\$ 2.149	\$ 1,134.67
Salicylate (Enzymatic colorimetric)	2,624	\$ 2.897	\$ 7,601.73	219	\$ 2.897	\$ 634.44
Theophylline (KIMS)	110	\$ 8.630	\$ 949.30	9	\$ 8.630	\$ 77.67
Valproic Acid (Fluorescence polarization)	3,512	\$ 2.997	\$ 10,525.46	293	\$ 2.997	\$ 878.12
Vancomycin (EMIT)	3,976	\$ 1.954	\$ 7,769.10	331	\$ 1.954	\$ 646.77
Group Totals	23,290		\$ 57,103.03	1,942		\$ 4,761.10
Group 5 Average Base Cost Per Reportable						\$ 2.452

Test Group: 6

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
HBA1C (IFCC Immunoturbidimetric /whole blood)	13,517	\$ 2.050	\$ 27,709.85	1,126	\$ 2.050	\$ 2,308.30
LDL-Cholesterol (Direct)	22,000	\$ 1.807	\$ 39,754.00	1,833	\$ 1.807	\$ 3,312.23
Pre-albumin (Immunoturbidimetric)	699	\$ 1.617	\$ 1,130.28	58	\$ 1.617	\$ 93.79
Transferrin (Immunoturbidimetric)	87	\$ 2.819	\$ 245.25	7	\$ 2.819	\$ 19.73
Group Totals	36,303		\$ 68,839.39	3,024		\$ 5,734.05
Group 6 Average Base Cost Per Reportable						\$ 1.896

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Test Group: 7

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Amphetamines (Qual 1000 cutoff)	68,928	\$ 0.450	\$ 31,017.60	5,744	\$ 0.450	\$ 2,584.80
Barbiturates (Qual 200 cutoff)	68,928	\$ 0.450	\$ 31,017.60	5,744	\$ 0.450	\$ 2,584.80
Cannabinoids (Qual 20 cutoff)	8,000	\$ 0.176	\$ 1,408.00	667	\$ 0.176	\$ 117.39
Cocaine (Qual 150 cutoff)	68,928	\$ 0.450	\$ 31,017.60	5,744	\$ 0.450	\$ 2,584.80
Ethanol (Enzymatic ADH)	6,714	\$ 0.625	\$ 4,196.25	560	\$ 0.625	\$ 350.00
Opiates (SQ 300 cutoff)	68,928	\$ 0.450	\$ 31,017.60	5,744	\$ 0.450	\$ 2,584.80
Phencyclidine (Qual 25 cutoff)	7,300	\$ 0.526	\$ 3,839.80	608	\$ 0.526	\$ 319.81
Group Totals	297,726		\$ 133,514.45	24,811		\$ 11,126.40
Group 7 Average Base Cost Per Reportable						\$ 0.448

Test Group: 8


Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Free Thyroxine	3,284	\$ 0.812	\$ 2,666.61	274	\$ 0.812	\$ 222.49
Thyroid Stimulating Hormone (ECLIA)	20,475	\$ 0.858	\$ 17,567.55	1,706	\$ 0.858	\$ 1,463.75
Thyroxine	459	\$ 0.903	\$ 414.48	38	\$ 0.903	\$ 34.31
Group Totals	24,218		\$ 20,648.64	2,018		\$ 1,720.55
Group 8 Average Base Cost Per Reportable						\$ 0.853

Test Group: 11

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Cortisol (ECLIA)	778	\$ 1.487	\$ 1,156.89	65	\$ 1.487	\$ 96.66
Creatine Kinase - MB (ECLIA)	6,940	\$ 1.816	\$ 12,603.04	578	\$ 1.816	\$ 1,049.65
Ferritin (ECLIA)	2,085	\$ 1.654	\$ 3,448.59	174	\$ 1.654	\$ 287.80

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Folate (ECLIA)	870	\$ 2,310	\$ 2,009.70	73	\$ 2,310	\$ 168.63
FSH (ECLIA)	371	\$ 2,539	\$ 941.97	31	\$ 2,539	\$ 78.71
HCG + Beta (ECLIA)	5,248	\$ 1,220	\$ 6,402.56	437	\$ 1,220	\$ 533.14
LH (ECLIA)	335	\$ 2,557	\$ 856.60	28	\$ 2,557	\$ 71.60
Prolactin (ECLIA)	302	\$ 3,516	\$ 1,061.83	25	\$ 3,516	\$ 87.90
Vitamin B12 (ECLIA)	1,103	\$ 2,179	\$ 2,403.44	92	\$ 2,179	\$ 200.47
Group Totals	18,032		\$ 30,884.61	1,503		\$ 2,574.54
Group 11 Average Base Cost Per Reportable						\$ 1.713

Test Group: 12

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
Troponin T (ECLIA)	15,281	\$ 3,829	\$ 58,510.95	1,273	\$ 3,829	\$ 4,874.32
Group Totals	15,281		\$ 58,510.95	1,273		\$ 4,874.32
Group 12 Average Base Cost Per Reportable						\$ 3,829

Test Group: 14

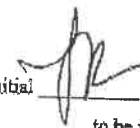
Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
CEA (ECLIA)	815	\$ 3,917	\$ 3,192.36	68	\$ 3,917	\$ 266.36
AFP (ECLIA)	930	\$ 3,185	\$ 2,962.05	78	\$ 3,185	\$ 248.43
Group Totals	1,745		\$ 6,154.41	146		\$ 514.79
Group 14 Average Base Cost Per Reportable						\$ 3,526

Test Group: 20

Test Name	Annual Reportable Volume	Cost Per Billed Reportable	Annual Commitment	Monthly Reportable Volume	Base Cost Per Reportable	Monthly Commitment
ProBNP (ECLIA)	4,700	\$ 15,280	\$ 71,816.00	392	\$ 15,280	\$ 5,989.76
Group Totals	4,700		\$ 71,816.00	392		\$ 5,989.76

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Group 20 Average Base Cost Per Reportable


\$
15,280

Minimum Monthly Commitment

Group Name	Minimum Monthly Reportables at 90% of the Month Test Group Volumes	Minimum Monthly Commitment
Group 1	78,782	\$ 3,939.10
Group 2	47,646	\$ 3,811.68
Group 3	3,245	\$ 1,220.12
Group 4	2,064	\$ 2,904.05
Group 5	1,748	\$ 4,286.10
Group 6	2,722	\$ 5,160.91
Group 7	22,330	\$ 10,003.84
Group 8	1,816	\$ 1,549.05
Group 11	1,353	\$ 2,317.69
Group 12	1,146	\$ 4,388.03
Group 14	131	\$ 461.91
Group 20	353	\$ 5,393.84
Fixed Monthly Charge*		\$ -
Total Minimum Monthly Commitment		\$ 45,436.32

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* There is no fixed monthly charge associated with the CPR, therefore any hardware/service will be billed as separate line items

**Arrowhead Regional Medical
Center**

Reagent and Supply Exhibit

**Exhibit 2: Annual Calibrators, Consumables and/or Controls
August 11, 2008**

**Instrument: cobas® 6000 analyzer series < c 501 | e 601> -
Quantity:2**

Calibrators

Material Name	Catalog Number	Kits Per Year	Price Per Kit	Annual Total
ACETAMINOPHEN CALIBRATORS	20758809122	6	\$43.98	Included in Reagents
AMMONIA/ETHANOL/CO2 CAL	20751995190	24	\$37.92	Included in Reagents
C.f.a.s. PROTEINS	11355279160	8	\$100.90	Included in Reagents
C.F.A.S. PROTEINS IN URINE/CSF (PUC)	3121305122	6	\$167.56	Included in Reagents
CFAS DAT QUALITATIVE AMPHETAMINE	3510824190	2	\$63.00	Included in Reagents
CFAS DAT QUALITATIVE CLINICAL	4500865160	6	\$70.97	Included in Reagents
CFAS PAC 3X1ML	3555941190	6	\$73.42	Included in Reagents
cobas C (311,501) CFAS HBA1C, 3 X 2 ML	4528417190	4	\$20.61	Included in Reagents

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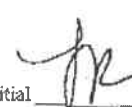
cobas e-ELECSYS PROBNP CS GEN.2	4842472190	10	\$62.03	Included in Reagents
cobas INTEGRA-HA CFAS NO DIL 12X3ML	10759350360	61	\$42.98	Included in Reagents
ELECSYS AFP GEN 2 CALSET	4487761190	10	\$61.15	Included in Reagents
ELECSYS CEA CALSET	11731645322	10	\$61.15	Included in Reagents
ELECSYS CK-MB CALSET	11821601122	4	\$61.15	Included in Reagents
ELECSYS CORTISOL CALSET	11875124122	10	\$61.15	Included in Reagents
ELECSYS DIGOXIN CALSET	11820907322	10	\$61.15	Included in Reagents
ELECSYS FERRITIN GEN II CALSET	3737586190	10	\$61.15	Included in Reagents
ELECSYS FOLATE II CALSET II	4476441190	10	\$61.15	Included in Reagents
ELECSYS FSH CALSET II	3032680122	10	\$61.15	Included in Reagents
ELECSYS FT4 CALSET	11731661122	10	\$61.15	Included in Reagents
ELECSYS HCG+BETA CALSET II	3302652190	4	\$61.15	Included in Reagents
ELECSYS LH CALSET II	3561097190	10	\$61.15	Included in Reagents
ELECSYS PROLACTIN II GEN 3 CALSET	3277356190	10	\$63.65	Included in Reagents
ELECSYS T4 CALSET	12017717122	10	\$61.15	Included in Reagents
ELECSYS TROPONIN T CALSET GEN.4	4856627190	20	\$63.49	Included in Reagents
ELECSYS TSH CALSET GEN 2	4738551190	4	\$63.02	Included in Reagents
ELECSYS VITAMIN B12 CALSET GEN 2	4572459190	10	\$63.49	Included in Reagents
HA I PRECISE TDM 1	3375790190	5	\$505.58	Included in Reagents
LIPIDS CFAS	12172623160	10	\$32.87	Included in Reagents
MULTICALIB CORE TDM	11815253216	4	\$48.95	Included in Reagents
SALICYLATE CALIBRATOR KIT	20759198122	5	\$46.52	Included in Reagents
Calibrator Total:			\$0.00	

Consumables

Material Name	Catalog Number	Kits Per Year	Price Per Kit	Annual Total
cobas C (501) HBA1C HEMOLYZING REAGENT	4528182190	60	\$85.00	Included in Reagents
cobas C (501) INTERNAL STANDARD GEN 2	4522320190	20	\$39.08	Included in Reagents
cobas C (501) ISE Diluent GEN 2	4522630190	30	\$28.77	Included in Reagents
cobas C (501) REACTION CELL SET	4854241001	6	\$775.00	Included in Reagents
cobas C MULTICLEAN (12X70 ML)	4708725190	2	\$34.77	Included in Reagents
cobas C NAEL 9% DILUENT	4489357190	664	\$8.86	Included in Reagents
cobas C NaOH-D	4489241190	156	\$6.77	Included in Reagents
cobas C SMS	4489225190	120	\$6.54	Included in Reagents
cobas-ELECSYS CLEANCELL M (1 x 2000 ML)	12135027190	84	\$11.34	Included in Reagents
cobas INTEGRA ISE ACTIVATOR	4663632190	22	\$29.10	Included in Reagents

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ELECSYS AFP CALCHECK	11776614190	2	\$61.15	Included in Reagents
ELECSYS ASSAY CUP/TIP MMBIMAGAZIN M	12102137001	21	\$275.00	Included in Reagents
ELECSYS BLANK CELL	11729306122	4	\$62.03	Included in Reagents
ELECSYS CALSET VIALS	11776576322	8	\$124.07	Included in Reagents
ELECSYS CEA CALCHECK	11776754160	2	\$61.15	Included in Reagents
ELECSYS CK-MB CALCHECK	11776622160	2	\$61.15	Included in Reagents
ELECSYS CONTROL VIALS EMPTY	3142949122	8	\$200.00	Included in Reagents
ELECSYS CORTISOL CALCHECK	11875132122	2	\$61.15	Included in Reagents
ELECSYS DIGOXIN CALCHECK	11832182018	2	\$62.03	Included in Reagents
ELECSYS DILUENT MULTIASSAY	3609987190	6	\$43.39	Included in Reagents
ELECSYS FERRITIN GEN II CALCHECK	4393953160	2	\$61.15	Included in Reagents
ELECSYS FOLATE II CALCHECK II	4505549190	2	\$63.18	Included in Reagents
ELECSYS FSH CALCHECK	11776827160	2	\$61.15	Included in Reagents
ELECSYS FT4 CALCHECK	11776665160	2	\$61.15	Included in Reagents
ELECSYS HCG-BETA CALCHECK	3500357190	2	\$61.15	Included in Reagents
ELECSYS LH CALCHECK	11776819160	2	\$61.15	Included in Reagents
ELECSYS PC/CC CUPS	3023141001	12	\$190.00	Included in Reagents
ELECSYS PRECLEAN M (5 x 600 ML)	3004899190	4	\$59.73	Included in Reagents
ELECSYS PROBE WASH M	3005712190	12	\$28.28	Included in Reagents
ELECSYS PRO-BNP CALCHECK	3143279190	2	\$62.03	Included in Reagents
ELECSYS PRO-CELL M 2X2 L	4880340190	43	\$53.13	Included in Reagents
ELECSYS PROLACTIN II GEN 3 CALCHECK	4702867160	2	\$63.49	Included in Reagents
ELECSYS RBC POLATE HEMOLYZING REAGENT	12017741122	5	\$132.50	Included in Reagents
ELECSYS SYSCLEAN	11298500316	12	\$91.67	Included in Reagents
ELECSYS SYSCLEAN M ADAPTER	3027651001	4	\$9.31	Included in Reagents
ELECSYS T4 CALCHECK	11776673160	2	\$61.15	Included in Reagents
ELECSYS TROPONIN T CALCHECK	12218321001	4	\$61.15	Included in Reagents
ELECSYS TSH CALCHECK	11776703160	2	\$61.15	Included in Reagents
ELECSYS UNIVERSAL DILUENT 2x40 ML	3183971122	6	\$17.99	Included in Reagents
ELECSYS VITAMIN B12 CALCHECK	4836693160	2	\$63.34	Included in Reagents
ELECSYS WASTE LINER M	3023150001	8	\$12.00	Included in Reagents
HA ACID WASH SOLUTION	11555421216	24	\$30.84	Included in Reagents
HA CELL WASH I SOLUTION	11551540316	40	\$60.39	Included in Reagents
HA HITERGENT 12x70ML	11555448216	16	\$139.27	Included in Reagents
HA ISE REFERENCE ELECTRODE	3149501001	4	\$49.66	Included in Reagents
HA ISE STD HIGH 10X3ML	11183982216	48	\$17.55	Included in Reagents

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HAISE STD LOW 10X3ML	11183974216	44	\$17.55	Included in Reagents
ISE REFERENCE ELECTROLYTE 300ML	11360981216	64	\$12.37	Included in Reagents
SAMPLE CUP (5000 PCS.)	10394246001	4	\$166.84	Included in Reagents
Consumable Total:			\$0.00	

Arrowhead Regional Medical Center
Reagent and Supply Exhibit
Exhibit 3: Equipment Support Products
August 11, 2008

Global Material #	Description	Customer Discounted Price
cobas® 6000 analyzer series < c 501 e 601>		
4813707001	HALOGEN LAMP	\$220.00
12026864001	MIXING PADDLE W(2 SET SCREWS)	\$156.00
4804376001	NOZZLE REAGENT	\$450.00
3736148001	NOZZLE TIP	\$55.00
4813758001	PINCH VALVE TUBE ASSY (5 PCS)	\$35.00
4814053001	PROBE ISE	\$525.00
4547241001	PROBE SAMPLE	\$672.00

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4894162001	R SEAL PIECE DI	\$175.00
4894189001	R SEAL PIECE UI	\$165.00
4813766001	SIPPER TUBE ASSY (5 PCS)	\$35.00
4813855001	S SEAL PIECE D SET (10 PCS)	\$175.00
4813847001	S SEAL PIECE U SET(10 PCS)	\$165.00

Additional Instrument support parts are offered at contracted prices or complementary customer discounts.

Arrowhead Regional Medical Center
Reagent and Supply Exhibit
Exhibit 4: Annual Expected Kit Volumes
August 11, 2008

Instrument: cobas® 6000 analyzer series < c 501 | e 601> - Quantity: 2

Reagent Commitment

Test Name	Reportables Per Year	Material Name	Catalog Number	Kits Per Year
Clinical Chemistry				
Acetaminophen	2,855	cobas INTEGRA ACETAMINOPHEN 150	20767174322	26
Alanine Amino-Transferase (without P5P)	63,394	cobas INTEGRA ALANINE TRANSAMINASE 500	20764957322	138
Albumin (BCG)	63,972	cobas INTEGRA ALBUMIN 2	3183688122	230
Albumin (Microalbumin)	3,018	cobas INTEGRA TQ ALBUMIN	4469658190	40
Alkaline Phosphatase	63,308	cobas INTEGRA ALKA PHOSPHATASE GEN 2 LG	3333701190	170
Ammonia	2,083	cobas INTEGRA AMMONIA 150	20766682322	20

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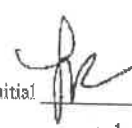
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Amphetamines (Qual 1000 cutoff)	68,928	cobas AMPHETAMINES	4490738190	366
Amylase	5,086	cobas INTEGRA AMYLASE 2	3183742122	21
Aspartate Amino-Transferase (without P5P)	63,304	cobas INTEGRA ASPARTATE TRANSAMINASE 500	20764949322	136
Barbiturates (Qual 200 cutoff)	68,928	cobas BARBITURATES	4490754190	366
Bicarbonate	134,372	cobas INTEGRA BICARBONATE LIQUID	3289923190	572
Bilirubin Direct	41,736	cobas c (501) D-BILI	4924495190	52
Bilirubin Total	68,140	cobas INTEGRA TOTAL BILIRUBIN SPECIAL	3261638190	294
BUN	240,650	cobas C INTEGRA UREAL	4460715190	510
Calcium	69,790	cobas INTEGRA CALCIUM 300	20763128322	250
Cannabinoids (Qual 50 cutoff)	8,000	cobas THC	4491009190	46
Carbamazepine	668	cobas CEDIA CARBAMAZEPINE	4874625190	14
Ceruloplasmin	78	cobas INTEGRA CERULOPLASMIN 100	20764663322	9
Chloride ¹	135,122	HA CL ELECT CARTRIDGE	3246353001	18
Cholesterol	22,190	cobas INTEGRA CHOL 2 (CHOL CHOD PAP HICO	3039773190	61
Cocaine (Qual 150 cutoff)	68,928	cobas COCAINE	4490827190	366
Creatine Kinase	22,914	cobas C INTEGRA CKL	4524977190	125
Creatinine (Jaffe)	138,272	cobas C INTEGRA CREA GEN 2	4810716190	210
CRP hs	2,408	cobas INTEGRA CRP LX HIGH SENSITIVE	4628918190	12
Ethanol	6,714	cobas INTEGRA ETOH GEN II	3183777190	79
Gamma Glutamyltransferase	277	cobas INTEGRA GGT LIQUID	3002721122	5
Gentamicin	1,024	cobas GENTAMICIN/100	4490843190	22
Glucose	130,968	cobas INTEGRA GLUCOSE HK GEN 3	4404483190	174
HbA1C (whole blood)	13,517	cobas INTEGRA (311,501,800) HbA1C GEN 2	4528123190	100
HDL-Cholesterol	22,000	cobas C INTEGRA HDL-C Gen 3	4399803190	120
Iron	2,221	cobas INTEGRA IRON 2	3183696122	16
Lactate	670	cobas INTEGRA LACTATE GEN II	3183700190	15
Lactate Dehydrogenase	2,012	cobas INTEGRA LDH 2	3004732122	10
LDL-Cholesterol	22,000	cobas INTEGRA LDL-C + 2ND GEN (400,700,	3038866322	137
Lipase	10,412	cobas INTEGRA LIPASE COLORIMETRIC 200T	3029590322	99
Magnesium	42,848	cobas INTEGRA MAGNESIUM 175	20737593322	266

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Customer Initial  Page 15 of 15 12-1-08
 RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.

Opiates (Qual 300 cutoff)	68,928	cobas OPIATES	4490894190	366
Phencyclidine (Qual 25 cutoff)	7,300	cobas PCP	4490908190	43
Phenobarbital	703	cobas CEDIA PHENOBARBITAL	4874617190	14
Phenytion	6,330	cobas PHENYTOIN/200	5108411190	38
Phosphorus	41,470	cobas INTEGRA PHOSPHORUS 2	3183793122	182
Potassium ⁺	135,648	HA K ELECTRODE CARTRIDGE	10825441001	18
Pre-albumin	699	cobas INTEGRA PREALBUMIN 100	20764655322	16
Salicylate	2,624	cobas INTEGRA SALICYLATE 150	20753580322	24
Sodium ⁺	135,380	HA NA ELECTRODE CARTRIDGE	10825468001	18
Theophylline	110	cobas THEOPHYLLINE/100	4491025190	12
Total Protein	65,242	cobas INTEGRA TP GEN. II	3183734190	234
Transferrin	87	cobas INTEGRA TRANSFERRIN	3015050122	9
Triglycerides	22,267	cobas INTEGRA TRIG GPO 250	20767107322	97
UIBC	2,080	cobas C INTEGRA UIBC	4536355190	30
Uric Acid	3,090	cobas INTEGRA URIC ACID 2	3183807190	10
Valproic Acid	3,512	cobas VALPROIC/200	5108438190	23
Vancomycin	3,976	cobas VANCOMYCIN/200	5108420190	25

Immunodiagnosics

AFP	930	ELECSYS AFP GEN 2 RACKPACK	4481798190	19
CEA	815	ELECSYS CEA	11731629322	17
Cortisol	778	cobas e-ELECSYS CORTISOL	11875116160	17
Creatine Kinase - MB	6,940	ELECSYS CK-MB	11821598322	82
Digoxin	1,488	ELECSYS DIGOXIN	11820796322	24
Ferritin	2,085	ELECSYS FERRITIN GEN II RACKPACK	3737551190	31
Folate	870	ELECSYS FOLATE 2	3253678122	26
Free Thyroxine (FT4)	3,284	ELECSYS FT4	11731297122	22
FSH	371	ELECSYS FSH	11775863122	13
HCG + Beta	5,248	ELECSYS HCG+BETA II	3271749160	64
LH	335	ELECSYS LH	11732234122	12
ProBNP (ECLIA)	4,700	cobas e-ELECSYS PROBNP GEN 2	4842464160	58
Prolactin	302	ELECSYS PROLACTIN II GEN 3 RACKPACK	3203093190	12
Thyroid Stimulating Hormone	20,475	ELECSYS TSH	11731459122	112
Thyroxine (T4)	459	ELECSYS T4	12017709122	7
Troponin T	15,281	ELECSYS TROPONIN T (200)	4491815190	90

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Customer Initial JK Page 16 of 16 12-1-08
 RD Initial _____ to be initialed by an authorized
 representative of RD at RD's home office.

No. 6288 P. 20

Dec. 16. 2008 12:40PM



Vitamin B12	1,103	ELECSYS VITAMIN B12 RACKPACK GEN 2	4745736190	20
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Customer Initial ja Page 17 of 17 12-1-08
RD Initial _____ to be initiated by an authorized
representative of RD at RD's home office.

No. 6288 P. 21

Dec. 16, 2008 12:41 PM

OCHE DIAGNOSTICS Master Agreement



41008667

Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1819

Roche Diagnostics Corporation
9115 Hague Road
Indianapolis, Indiana 46250-0457
317-521-2000

Diagnostics

This Master Agreement (the "Agreement") between Arrowhead Regional Medical Center ("Customer") and Roche Diagnostics Corporation ("RD") contains the terms and conditions under which Customer agrees to use or purchase, as applicable, the Equipment, Reagents and/or Service detailed in each Schedule to this Agreement (each, a "Schedule").

A. GENERAL TERMS AND CONDITIONS

A1. DELIVERY, INSTALLATION, ACCEPTANCE AND COMMENCEMENT:

This Agreement becomes effective and the terms and conditions contained herein will apply to every transaction Customer enters into with RD after Customer has signed it and RD has accepted it. Thereafter, each Schedule hereto will become effective after Customer has signed and RD has accepted that particular Schedule. The terms and conditions in this Agreement will apply to each Schedule. If Equipment is not included in the Schedule, then the Commencement Date will be the date of RD's first shipment of reagent/supplies. If Equipment is included in the Schedule, after Customer has signed and RD has accepted the applicable Schedule, RD will deliver and install the Equipment specified on the face of that Schedule to Customer's designated facility. WHEN RD INSTALLS EACH PIECE OF EQUIPMENT, CUSTOMER AGREES TO INSPECT IT TO DETERMINE IF IT IS IN GOOD WORKING ORDER. A PIECE OF EQUIPMENT WILL BE DEEMED IRREVOCABLY ACCEPTED BY CUSTOMER IF CUSTOMER HAS NOT GIVEN RD WRITTEN NOTICE WITHIN 5 CALENDAR DAYS AFTER INSTALLATION THAT SUCH PIECE OF EQUIPMENT IS NOT IN GOOD WORKING ORDER. Upon such notice, RD will place the piece of equipment in good working order. CUSTOMER'S OBLIGATION TO MAKE PAYMENTS WITH RESPECT TO EACH PIECE OF EQUIPMENT COVERED BY THIS AGREEMENT OR A SCHEDULE HERETO SHALL COMMENCE ON THE DAY THE PIECE OF EQUIPMENT IN QUESTION FIRST BEGINS REPORTING PATIENT BILLABLE RESULTS, AND CUSTOMER WILL NOTIFY RD IMMEDIATELY WHEN THIS OCCURS. THIS DATE WILL BE KNOWN AS THE "COMMENCEMENT DATE". CUSTOMER AGREES THAT SUCH COMMENCEMENT AND NOTIFICATION SHALL NOT BE UNREASONABLY DELAYED. FOR GENERAL PURPOSE LABORATORY INSTRUMENTS THAT DON'T REPORT PATIENT BILLABLE RESULTS (E.G., MAGNAPURE, LIGHT CYCLER, ETC), COMMENCEMENT WILL OCCUR ON COMPLETION OF ALL ROCHE INSTALLATION ACTIVITIES. If the Equipment will not be used for patient diagnosis the expected Commencement Date will occur simultaneously on the acceptance date. Commencement of reporting patient billable results is anticipated to begin within 60 days of delivery of each piece of equipment to Customer's designated facility. RD and Customer agree to work together to achieve reporting of patient billable results within the 60 day period, or as soon thereafter as practical under the circumstances. If a Commencement Date cannot be achieved during this 60-day period, RD reserves the right, to be exercised in RD's sole discretion, upon reasonable notice to reclaim the equipment and invoice Customer for delivery, installation and de-installation costs incurred. These deliveries, installation and de-installation costs shall only be charged to Customer if Customer was responsible for failure to achieve Commencement. RD will record the Commencement Date on the face of the applicable Schedule and return a copy to

Customer. If multiple pieces of equipment are contemplated by any particular Schedule, Customer's acceptance and obligations to make payments will be determined on a piece-by-piece basis. Nothing contained herein should be construed to mean that acceptance or the obligation to make payments will be contingent on installation or the reporting of patient billable results by all equipment described on the particular Schedule in question. In addition, RD reserves the right to revise or extend the term of each Schedule, when a Schedule contains more than one piece of Equipment, in order to provide a coterminal end date for all pieces of Equipment contained on that Schedule, corresponding with the Commencement Date for the last piece of Equipment on that Schedule to achieve commencement.

A2. SHIPMENTS: RD will ship the Reagents, Equipment and/or other products under each Schedule to Customer's designated facility. RD will select the carrier and be responsible for loss or damage to the Reagents, Equipment and/or other products while in transit and until delivery is made to Customer's designated facility. Customer assumes the risk of loss and damage to the Equipment immediately upon delivery to Customer's facility. Customer will pay all freight, shipping and special delivery charges. These charges will be included on RD's invoices to Customer.

A3. PAYMENT TERMS: All payments are due 30 days from RD invoice date. Failure to pay invoices when due may result in non-shipment of all future orders of products that Customer purchases from RD or Customer being notified by RD that Customer is in default.

A4. TAXES: Customer will pay when due, either directly or by reimbursing RD, all taxes (including, without limitation, all personal property taxes, but excluding any income taxes to RD), including interest or penalties, relating to this Agreement and each Schedule. This responsibility shall survive the termination of this Agreement. RD will not bill Customer for payment of any sales or use tax for which the Customer is exempt, as long as Customer maintains a tax exempt status.

A5. LIMITED WARRANTY; COMPLIANCE WITH SPECIFICATIONS: RD warrants that all Reagents and replacement parts for Equipment furnished under this Agreement and any applicable Schedule will be free from defects in materials and workmanship and will meet all manufacturer's written specifications until the expiration date printed on the label (for Reagents) or 90 days from installation date (for replacement parts). RD warrants the Equipment furnished under this Agreement and any applicable Schedule will be free from defects in materials and workmanship (except for consumable items and lamps) and will meet all manufacturer's written specifications for a period of one year (90 days in the case of parts in direct contact with reagents). RD reserves the right to ship certified used Equipment in instances where the Schedule indicates an End-of-Term Purchase Option of Fair Market Value or None. At RD's option, RD will either replace or repair free of charge all parts which prove to be defective and are subject to such

warranty. RD will ship replacement parts at no cost to Customer. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL BE IN LIEU OF, AND RD EXPRESSLY DISCLAIMS, ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL RD BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Customer agrees that RD makes no representation and provides no warranty for non-RD products. Customer holds RD harmless from any responsibility or claims that arise from the use of non-RD product. Any other warranty which may be provided with respect to any particular Equipment and/or Reagents is detailed in the applicable Schedule. Any warranty provided with respect to any Equipment will begin on 1) the shipment date if Customer Installed; 2) on the Commencement Date if RD Installed.

A6. DEFAULT: (1) RD is in "Default" under this Agreement if: (a) RD does not perform any of RD's obligations under this Agreement and this failure continues for 30 calendar days after Customer has notified RD in writing of RD's non-performance; (b) RD becomes insolvent, RD dissolves or is dissolved, or RD assigns its assets for the benefit of RD's creditors or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (2) Customer is in "Default" under this Agreement if: (a) Customer fails to provide payment of any sum to be paid hereunder within 30 calendar days of its due date; (b) Customer fails to comply with its Reagent Commitment; (c) Customer does not perform any of its other obligations under this Agreement and this failure continues for 30 calendar days after RD has notified Customer in writing of its non-performance; (d) Customer becomes insolvent, Customer dissolves or is dissolved, or Customer assigns its assets for the benefit of its creditors, or enters (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; or (e) Customer offers products purchased or received under this Agreement for resale.

A7. REMEDIES: (1) If RD is in Default, Customer may cancel or terminate the particular Schedule under which RD is in Default, without payment of any "loss of RD bargain" charges specified in the applicable Schedule or elsewhere in this Agreement which would have otherwise applied in the event of an early termination by Customer. In the event Customer terminates because RD is in Default, (a) Customer will remain obligated to pay all sums owed to RD prior to the date of Customer's termination; and (b) Customer will have an opportunity to purchase the Equipment at a price calculated from the Equipment's amortization schedule, a copy of which will be provided to Customer upon its termination. To the extent Customer did not elect to purchase the Equipment, RD will be entitled to exercise its rights specified in Section A7 (2)(d) of this Agreement. (2) If Customer is in Default, RD may do one or more of the following: (a) cancel or terminate this Agreement or Schedules hereto that RD has entered into with Customer; (b) require Customer to immediately pay RD (i) any amounts owing under this Agreement at the time of Default, (ii) late charges of 1.5% per month, or the maximum permitted by law, whichever is less, on all payments not received by RD on or before the due date, (iii) as compensation for loss of RD bargain and not as a penalty, a sum as set forth in the applicable Schedule or elsewhere in this Agreement, and (iv) all other amounts due or that become due under this Agreement; (c) require Customer to deliver the Equipment and Reagents to RD as set forth in Section B7 of this Agreement; (d) cause RD or RD's agent to peacefully repossess the Equipment and Reagents without court order and Customer will not make any claims against RD for damages or trespass or any other reason; (e) cease providing Service under this Agreement or any other agreements RD has entered into with Customer; (f) exercise any other right or remedy available at law or in equity. Notwithstanding the foregoing, Sections A7 (2)(c) and A7 (2)(d) shall not apply to any Equipment to which Customer holds title and in which RD has no security interest. If RD takes possession of the Equipment, RD agrees to sell or

otherwise dispose of it with or without notice, at a public or private sale, and to apply the net proceeds (after RD has deducted all costs related to the sale or disposition of the Equipment) to the amounts that Customer owes RD. Customer agrees that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. Customer will remain responsible for any amounts that are due after RD has applied such net proceeds.

A8. ASSIGNMENT: Customer may not assign, sell, transfer or sublease the Equipment or its interest in this Agreement without our prior written consent which shall not be unreasonably withheld. RD may, with written notice to Customer, sell, assign or transfer this Agreement and its rights in the Equipment. The new owner will have the same rights and benefits that RD has now under this Agreement but not its obligations, which RD shall retain. The rights of the new owner will not be subject to any claims, defenses or set-off that Customer may have against RD. The foregoing restrictions on assignment of Customer's rights in any Equipment will not apply to any Equipment owned by Customer.

A9. INDEMNITY: RD agrees to indemnify Customer from all liabilities arising from RD's negligence or willful misconduct or RD's failure to perform its duties or obligations as set forth in this Agreement, except to the extent caused by Customer's negligence or willful misconduct. Customer agrees to indemnify RD from all liabilities arising from its misuse of the Equipment and Reagents provided under this Agreement. The obligation of either party to indemnify the other pursuant to this Agreement shall be contingent upon timely notification by the indemnitee to the indemnitor of any claims, suit or service of process; control by the indemnitor over the conduct and disposition of any claim, demand or suit; and cooperation by the indemnitee in the defense of the claim, demand or suit.

A10. CREDIT INFORMATION: Customer agrees to provide RD with complete and accurate financial statements and other financial information that RD reasonably requests from time to time and Customer understands and acknowledges RD to obtain credit bureau reports and make credit inquiries that RD determines are necessary.

A11. TRAINING: Any training to be provided by RD (including the costs and expenses thereof) is detailed on the applicable Schedule.

A12. DISCLOSURE OF DISCOUNTS: Any discounted products or services provided by RD to Customer under this Agreement are provided with the express understanding that RD or its distributor (to the extent the products or services are provided by RD's authorized distributor) will provide Customer with invoices that fully and accurately disclose the discounted price of all such products and services. Customer, as an institution required to file Medicare/Medicaid cost reports with the Federal and/or appropriate state government, has an obligation under Federal law to fully and accurately report any discounts in its cost reports (Public Law 100-93, the "Medicare and Medicaid Patient and Program Protection Act of 1987", 42 CFR part 1001 as amended, July 29, 1991).

A13. RIGHT TO JURY TRIAL: Customer and RD expressly waive their rights to trial by jury.

A14. SEVERABILITY: Should any provision of this Agreement be held invalid, ineffective or unenforceable, the remaining terms will remain in full force and effect.

A15. FORCE MAJEURE: Either party's obligations under this Agreement shall be suspended in the event that party is hindered or prevented from complying with its obligations because of labor disturbances, wars, terrorist acts, fires, storms, accidents, interferences or any other similar cause beyond its reasonable control.

A16. ENTIRE AGREEMENT: Customer agrees that the terms and conditions in this Agreement and each Schedule (together with any attachments or exhibits thereto), if any, make up the entire Agreement between Customer and RD with respect to the subject matter hereof. In the event of a conflict between the

terms of this Agreement and/or any Schedule (or any attachments or exhibits thereto) the terms of the applicable Schedule shall control. If Customer delivers a purchase order with this Agreement or any Schedule hereto, it is for reference purposes only and the terms of this Master Agreement and any applicable Schedule will be the only terms and conditions that apply.

A17. NOTICES: All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, certified with return receipt requested, addressed to the party receiving the notice at its address shown on the face of this Agreement. Notices to RD should be marked Attn: Law Department. All of RD's rights shall survive the term of this Agreement and each Schedule.

A18. MISCELLANEOUS: The titles and headings used in this Agreement are for convenience only and shall not be used to

interpret the terms and conditions of this Agreement. This Agreement is not binding on RD until signed by an authorized representative of RD at RD's Indianapolis office. No waiver of or modification to any term of this Agreement is valid unless it is in writing and signed by RD and Customer. Customer agrees that RD is authorized to supply missing information or correct obvious errors in this Agreement and each Schedule. If RD delays or fails to enforce any of its rights under this Agreement or any Schedule, RD will be able to enforce its rights at a later time. The terms of this Agreement, including pricing, are the confidential information of RD and shall not be disclosed by Customer to any third party, except as may be required by law or government regulation.

B. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NON-PURCHASED EQUIPMENT ONLY (FOR PURCHASED EQUIPMENT, SEE SECTION C)

B1. LOSS and DAMAGE: Customer is responsible for any loss, theft, destruction of, or damage to the Equipment (collectively "Loss") for any cause at all, whether or not insured, until it is delivered to RD as set forth in Section B7 of this Agreement.

B2. EQUIPMENT LOCATION & SERVICE: Customer will not alter, modify or move the Equipment from the location listed on the face of the respective Schedule without RD's prior written consent. Customer must enter into a service program as required by the applicable Schedule.

B3. TITLE AND RECORDING: RD is the owner of and will hold title to the Equipment. Customer consents to RD filing a UCC Financing Statement on the Equipment. If this transaction is deemed to be a contract intended for security, Customer grants RD a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). Customer will keep the Equipment free of all other liens and encumbrances.

B4. TERMINATION OF SCHEDULES: Unless RD is in default under Section A8, Customer may not terminate or cancel any Schedule that includes Equipment with an end-of-term purchase option. Beginning with the twenty-four month anniversary of the Commencement Date, provided that Customer is not in Default, Customer may terminate any Schedules that contain Equipment without an end-of-term purchase option on an annual anniversary of the Commencement Date by providing RD with 90 days advance written notice of Customer's intent to terminate. In the event some but not all of the Equipment is deleted from any Schedule, Customer and RD agree to renegotiate the price and quantity of Reagents that Customer is obligated to purchase under that Schedule.

B5. LOSS OF BARGAIN CHARGES: If Customer is in Default (as defined in Section A8 of this Agreement) under any Schedule relating to non-purchased Equipment, RD's compensation for the loss of RD bargain, which shall be paid by Customer pursuant to Section A7 (2)(b) and shall be in addition to any other remedies specified in this Agreement or the applicable Schedule, shall be as follows: (i) any amounts owing

under the Schedule at the time of Default, and either (ii) for Equipment with an end-of-term purchase option, all unpaid Equipment Payments for the remaining term of the applicable Schedule, discounted to present value at a rate of 5% per year, or (iii) for Equipment without an end-of-term purchase option, 15% of the sum of the remaining Equipment Payments for the term of the applicable Schedule. Upon Customer request, for Equipment with or without an end-of-term purchase option, Customer will have an opportunity to purchase the Equipment at a price calculated from the Equipment's amortization schedule, a copy of which will be provided to Customer by RD.

B6. END-OF-TERM OPTIONS: In the event a Schedule contains Equipment with an end-of-term purchase option, Customer may, at the end of the term of the Schedule or at any time thereafter, with 90 days prior written notice by Customer, purchase the Equipment in accordance with the purchase option stated on the face of the Schedule. If Customer elects not to exercise any such option, with 90 days prior written notice by either party, Customer will return the Equipment to RD. Upon the stated expiration date of any Schedule, that Schedule will automatically renew month-to-month, for full billing months, until either party provides the notice described in this section. All terms and conditions set forth herein will apply during any automatic renewal period, provided, however, that upon expiration of the stated term and automatic conversion to month-to-month renewals, RD shall have the right, in its discretion and without notice to the Customer, to increase the pricing applicable to Reagents and Service.

B7. RETURN OF EQUIPMENT: If, at any time, Customer is required by the terms of this Agreement to return Equipment to RD, Customer will return such Equipment in as good condition as when Customer received it, except for ordinary wear and tear, to a location designated by RD. If Customer meets their commitment in full, RD will pay all expenses of de-installing, crating and shipping and Customer will insure the Equipment for its full replacement value during shipment.

C. TERMS AND CONDITIONS FOR CASH PURCHASES OF EQUIPMENT

C1. INAPPLICABLE TERMS: The following terms will not apply to any transaction that is a cash purchase of Equipment by Customer: Section A6; Section A7; Section A8 and all Sections of Part B.

C2. REAGENT COMMITMENTS: The terms of Part D will apply to the extent you enter into a Schedule relating to the purchase of Reagents from RD, and to the extent Customer enters into such a Schedule, the terms of Part A previously

indicated not to apply to outright purchases of Equipment by Customer shall continue to apply with respect to sales of Reagents by RD to Customer, even if the Reagents are intended to be used with any purchased Equipment.

C3. DEFAULT: With respect to any agreement for any cash purchase of Equipment by Customer, (1) RD is in Default if RD fails to uphold any warranty obligations made by RD with respect to the Equipment, and (2) Customer is in Default if Customer fails

to comply with the terms and conditions of payment for the Equipment, as set forth in Section A3.

C4. REMEDIES: If RD is In Default, RD will, within a reasonable time, take the necessary action to bring the Equipment into compliance with the applicable warranty. This may, in RD's discretion, include repair or replacement of the Equipment. If Customer is in Default, RD may cancel or terminate this Agreement, the applicable Schedule, and/or any or all other agreements or Schedules that RD has entered into with Customer. In addition, RD may (a) require Customer to return the Equipment to RD, at Customer's expense (including deinstallation, crating, shipping and insurance costs), in as good condition as when Customer received it except for ordinary wear and tear, to a location designated by RD, (b) cause RD or its agent to peacefully repossess the Equipment without court order

and Customer will not make any claims against RD for damages or trespass or any other reason, (c) cease providing service to Customer with respect to any service agreements or Schedules relating to the Equipment in question, or (d) exercise any other right or remedy available to RD at law or in equity. Regardless of the remedy or remedies RD elects to pursue, Customer will remain responsible for all expenses associated with the installation, deinstallation and refurbishment of the Equipment, including but not limited to freight, labor and material charges. The extent of refurbishment required will be determined by RD based on what RD deems reasonably necessary in order to resell the equipment. If RD takes possession of the Equipment, RD will sell or dispose of it and apply the proceeds in accordance with the applicable provisions of Section A7.

D. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO REAGENTS

D1. REAGENTS DEFINED: For purposes of this Agreement and all Schedules hereto, "Reagents" shall include all items listed as "Reagents" on all Schedules to this Agreement.

D2. RETURNS AND CREDITS: All returns of Reagents and Supplies (including returns for credit) must be made in accordance with RD returned goods policy currently in place. A copy of this policy will be provided to Customer at its request. RD reserves the right to change this policy from time to time with notice to Customer. No returns will be accepted unless they are made in accordance with RD's current returned goods policy.

D3. REAGENT and SUPPLY PURCHASES: Customer agrees to purchase 100% of the contracted levels of Reagents, in terms of number of kits/tests, as applicable, as well as total dollar amount (the "Commitment") during the term of each Schedule, as set forth and attached to the Schedule in the form of a Reagent and Supply Exhibit. After the first six months, Customer agrees that if it fails to purchase 1/2 of the annual total of its Commitment during the second six months, or if Customer fails to purchase the annual total of its Commitment during any subsequent 12-month period throughout the term of the applicable Schedule or any renewal thereof, RD may declare Customer in default and/or adjust the pricing of each Reagent/Supply to reflect the volumes actually being purchased. If Customer's volumes significantly increase, RD commits to review Customer's Reagent/Supplies pricing, at Customer's request, for possible adjustment on future purchases.

D4. TITLE TO REAGENTS/SUPPLIES: Title to Reagents/Supplies will pass upon delivery by RD to the Customer's delivery point.

D5. PRICING ADJUSTMENTS: After the first 12 months from the commencement of each Schedule, RD may adjust each contracted Reagent/Supply price once annually upon 30 days advance written notice.

D6. TERMINATION OF SCHEDULES: Unless RD is in default under Section A6., Customer may not terminate or cancel

any Schedule to purchase Reagents and Supplies, or any Schedule that is associated with Equipment with an end-of-term purchase option. Beginning with the twenty-four month anniversary of the Commencement Date, provided that Customer is not in Default, Customer may terminate a Reagent/Supply Schedule that is associated with Equipment without an end-of-term purchase option on an annual anniversary of the Commencement Date of that Schedule by providing RD with 90 days advance written notice of Customer's intent to terminate. In the event some but not all of the Equipment is deleted from any Schedule, Customer and RD agree to renegotiate the price and quantity of Reagents that Customer is obligated to purchase under any associated Reagent/Supply Schedule.

D7. LOSS OF BARGAIN CHARGES: If Customer is in Default (as defined in Section A6 of this Agreement) under any Schedule relating to Reagents/Supplies, RD's compensation for the loss of RD bargain, which shall be paid by Customer pursuant to Section A7 (2)(b) and shall be in addition to any other remedies specified in this Agreement or the applicable Schedule, shall be as follows: (i) any amounts owing under the Schedule at the time of Default, and (ii) an amount equal to 1/4 of Customer's annual commitment stated in the applicable Schedule.

D8. END OF TERM OPTIONS: Customer may, at the end of the initial term of any Schedule, with 90 days prior written notice by Customer to RD, cancel the Schedule. Upon the stated expiration date of any Schedule, without the notice described in this section, that Schedule will automatically renew month-to-month, for full billing months. All terms and conditions set forth herein will apply during any automatic renewal period, provided, however, that upon expiration of the initial term and the subsequent automatic conversion to month-to-month renewals, RD shall have the ongoing right, in its discretion and without notice to the Customer, to increase the pricing applicable to Reagents.

E. TERMS APPLICABLE TO PURCHASES MADE VIA AUTHORIZED DISTRIBUTORS

E1. TERMS OF PURCHASE: With RD's authorization, Customer may select one of RD's authorized distributors from whom to make purchases required by this Agreement or any Schedule thereto, provided that Customer and Distributor agree that (a) Distributor will be the billing agent for the applicable Schedule, (b) Distributor will assume responsibility and is liable for all corresponding payments to RD for each shipment, (c) RD will not accept any return of products under this Agreement or any Schedule except as specified in RD's returned goods policy then in place; (d) Distributor must execute and remain in compliance with a form of Distributor pricing agreement

mandated by RD, (e) participation of Distributor is subject to RD credit approval. RD may require Customer to change Distributors if any Distributor becomes unable to meet its obligations under any agreement between Distributor and RD. Customer must inform RD in writing in advance of electing to use a Distributor, and Customer may change Distributors only by giving RD 30 days advance written notice of such change. Customer hereby agrees to indemnify RD from and against any loss, claim or damage asserted against RD (including legal fees) by Customer's Distributor by reason of Customer changing Distributors.

F. TERMS AND CONDITIONS APPLICABLE TO SERVICE

F1. LEVEL AND SCOPE OF SERVICE; SERVICE FEES: If Customer is required or otherwise elects to subscribe to a Service Program with RD pursuant to which RD will provide service ("Service") to Equipment owned or operated by Customer, the level of Service, the fees payable to RD for the provision of such Service ("Service Fees"), and a detailed scope of Service to be provided for the stated Service Fees (i.e. number of preventative maintenance visits, hours Service and/or emergency maintenance will be provided, etc.) shall be set forth on a separate Schedule to this Agreement. In all instances, unless otherwise noted, "Service" shall mean labor time, travel time and Service parts.

F2. LIMITATIONS ON SERVICE AVAILABILITY: Service shall only be available on Equipment which is or was (1) new when installed by RD and subject to a Service Schedule thereafter, (2) subject to a maintenance or service agreement with RD at all times prior to the execution of a Service Schedule with respect thereto, or (3) subject to reconditioning by RD and accepted by RD in writing as a candidate for Service under the terms of the applicable Schedule.

F3. CUSTOMER OBLIGATIONS: Customer agrees to use the Equipment in strict accordance with RD operating instructions, to permit servicing and repair work by RD personnel or RD-approved third party service agents only, and to obtain RD prior written consent prior to connecting the Equipment to any other equipment or using any equipment or accessories not provided by RD with the Equipment. Customer agrees to use the Equipment in an appropriate location and with electrical connections which correspond to the electrical supply specifications of the manufacturer. Customer will protect the Equipment from all adverse elements, such as dirt, dust and liquids of any kind. In the event of necessary or scheduled service, Customer will allow RD personnel access to operating locations of any Equipment to be serviced and provide adequate space around the Equipment. In turn, RD will respect all internal operating procedures of which Customer has advised RD, as well as all of Customer's general security instructions.

F4. EXCLUSIONS FROM COVERAGE: Customer payments of Service Fees under this Agreement and any Service Schedule do not cover repairs made necessary by (i) operator errors, lack of operator maintenance, abnormal or unapproved uses, acts of third parties, faulty electrical connections, fluctuations or failures in air conditioning, heating or cooling systems and electrical power failures, (ii) force majeure, including natural disasters such as fire, flood, earthquakes, tornadoes, wind damage and lightning strikes, riots, sabotage, demonstrations, acts of terrorism, war, civil war, acts of public authorities and all other causes beyond RD's reasonable control, or (iii) defects or malfunctions of any external computer hardware attached to the Equipment. In the event repairs such as those described in the foregoing sentence are necessary, RD will give Customer a cost estimate describing the work to be performed, the number and cost of supplies and parts to be provided, the expected time to completion, the hourly rate and other details and conditions of the repairs, and Customer will provide RD with a purchase order for such repairs. Any terms and conditions of Customer's purchase order that conflict with the terms of this Agreement or the applicable Service Schedule are hereby rejected and the terms of this Agreement or applicable Service Schedule shall control. Repairs described in this Section will be billed separately.

F5. EQUIPMENT MODIFICATION: The Equipment will perform to manufacturer's specifications during any applicable warranty period or service maintenance contract period. However, RD may be required to modify the Equipment in order to improve its use and reliability. Modifications required to meet quality or reliability specifications will be performed as part of the warranty or service maintenance agreement. Optional modifications that are not quality related will not be included as

part of a warranty or service maintenance agreement. All modifications shall be the subject of a detailed cost estimate by RD and the Customer will submit a purchase order to RD for such work. Any terms and conditions of Customer's purchase order that conflict with the terms of this Agreement or the applicable Service Schedule are hereby rejected and the terms of this Agreement or the applicable Service Schedule shall control. All modification work shall be billed separately except for modifications required to improve use or reliability which occur during any applicable warranty period, which shall be free. Modified Equipment shall be subject to this Agreement and any applicable Service Schedule in all respects. Modifications shall not extend the normal warranty period.

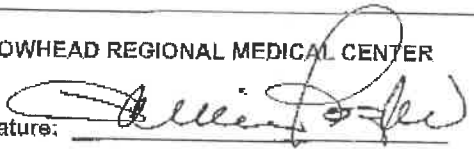
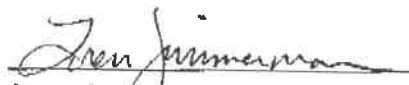
F6. REMOTE ACCESS SERVICE: To optimize the functionality, performance and use of Equipment, Customer agrees that RD may from time to time desire to access the Equipment to provide Customer with remote access service connectivity solution (e.g., modem) and a software teleservice tool. Remote access service ("RA Service") may include any of the following: (i) Screen sharing (remote viewing of Customer screens) to view software user interface; (ii) Remote operation of equipment in diagnostic mode; (iii) Performance of component and/or mechanism checks; (iv) Remote configuration of equipment; (v) Data uploads/downloads, data capture, database exporting and transmission of log files; (vi) Transmittal of application software updates; and (vii) any other Service which may be performed under this Agreement. RA Service will be provided at RD's discretion on a case-specific basis for troubleshooting and repair and/or a long-term basis to perform data tracking, evaluation and review of equipment use to facilitate optimization or enhanced functionality. RA Service will be provided at RD's option and will only be provided with respect to Equipment manufactured, sold, distributed and/or serviced by RD. Nothing contained herein shall obligate RD to provide RA Service with respect to any diagnostics equipment. RD will have no obligation to alert or notify Customer of any issues or problems arising in connection with any Equipment which are or would have been discernable from a study or review of any data obtained from the Equipment. Any repairs to any Equipment via RA Service will be subject to the service warranty set forth in Section F7 of this Agreement. IN ADDITION, IN NO EVENT SHALL RD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY WAY RELATING TO THE PERFORMANCE OF THE RA SERVICE, INCLUDING LOSS OF PATIENT OR LABORATORY DATA OR DAMAGE TO ANY DATA INTERFACE BETWEEN RD EQUIPMENT AND OTHER LABORATORY EQUIPMENT, COMPUTER SOFTWARE OR COMPUTER HARDWARE. THIS EXCLUSION APPLIES REGARDLESS OF WHETHER SUCH DAMAGES ARE SOUGHT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT OR FOR ANY OTHER REASON.

F7. LIMITED SERVICE WARRANTY: RD warrants that the Service provided under this Agreement and any attachments or exhibits to this Agreement or to Schedules to this Agreement will be free from defects in workmanship for a period of 30 calendar days from the date of service except for replacement parts, which shall be covered by the warranty set forth in Section A5. THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL BE IN LIEU OF, AND RD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED, EXCEPT THE LIMITED WARRANTY SET FORTH ABOVE. RD IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUES, LOSS OF THE USE OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES

OR SERVICES AND DOWN-TIME COSTS, RESULTING FROM OR ARISING IN CONNECTION WITH THE PERFORMANCE, DELAY IN PERFORMANCE OR NON-PERFORMANCE OF ANY TERMS OR CONDITIONS OF THIS AGREEMENT OR FROM THE USE OR MISUSE OF ANY EQUIPMENT OR ANY MATERIAL OR WORKMANSHIP DELIVERED HEREUNDER,

EVEN IF RD HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AS CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY RD WILL RE-PERFORM ANY SERVICE WHICH IS DEFECTIVE.

G. THE UNDERSIGNED, BEING DULY AUTHORIZED SIGNATORIES, AGREE TO ALL TERMS AND CONDITIONS SET FORTH HEREIN AND THEY HEREBY EXECUTE THIS AGREEMENT. ONLY A CORPORATE REPRESENTATIVE IN THE INDIANAPOLIS OFFICE IS AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF ROCHE DIAGNOSTICS CORPORATION.

ARROWHEAD REGIONAL MEDICAL CENTER	ROCHE DIAGNOSTICS CORPORATION
Signature: 	Signature: 
By (Printed): Laurie Rozko	By (Printed): Loren Zimmerman
Title: Purchasing Agent	Title: Manager, Business Operations Center
Date: 12-1-08	Date: 10 DEC 2008

NOVATION ATTACHMENT TO SCHEDULE TO MASTER AGREEMENT

The following revisions shall be made to the Master Agreement (the "Agreement"):

1. Section A2, "Shipments" shall be amended and expanded as follows:
Notwithstanding the forgoing, RD agrees to pay freight, shipping, and delivery charges associated with one standing order per month. Customer will remain responsible for all freight, shipping and delivery charges (including expedited freight) for all reagent orders other than this monthly standing order.
2. Section A5, "Compliance With Specifications; Limited Warranty" shall be amended and expanded as follows:
 - (a) The scope of the warranty on reagents, equipment and products shall be expanded to specifically include all attachments, subsystems and components thereof.
 - (b) All warranted items will meet published manufacturer's specifications and will conform to any drawings and samples furnished to Customer by RD.
 - (c) Field-installed options, modifications and used Equipment will be free from defects in materials and workmanship 90 days from installation date.
 - (d) The warranty on parts in direct contact with reagents will be one full year.
 - (e) To the extent any product that is Equipment that is covered by a RD warranty or service plan that provides a 98% Uptime Guarantee (as described on Appendix S) fails to meet the 98% Uptime Guarantee for three (3) consecutive months during the warranty period or term of the service plan, and the failure is not caused by the Customer's misuse, RD will, at the Customer's option, replace the non-conforming Equipment or terminate any remaining obligations of the Customer associated with the non-conforming Equipment (including but not limited to rental/lease obligations, service obligations and associated reagent/supply commitments.) RD shall bear all costs of returning and replacing the defective products, as well as all risk of loss or damage to the defective products from and after the time they leave the physical possession of the Customer.
3. The text of Section A9 shall be deleted and replaced with the following:

INDEMNITY: RD shall release, indemnify, hold harmless, and, if requested, defend Customer and its officers, directors, regents, agents, subsidiaries, affiliates and employees from and against any claims, liabilities, damages, actions, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses, expert fees and court costs) of any kind or nature, whether at law or in equity, arising from or caused in any part by (1) the breach of any representation, warranty, covenant or agreement of RD contained in this Agreement; (2) RD's infringement of any patent, copyright or trademark by reason of the sale or use of any Equipment, Reagents and/or Supplies; or (3) the defective condition of any Equipment, Reagents and/or Supplies caused by the actions or omissions of RD, including, without limitation, improper storage of any product, or any defect in material, workmanship, design, manufacturing or instructions. Such indemnification, hold harmless and right to defense shall not be applicable to the extent the claim, liability, damage, action, cost or expense arises as a result of an act or failure to act of Customer.

DEC 10 2008

DEC 4 2008

4. Add the following Sections A19-A25:

- A19 PRODUCT CONDITION:** Unless otherwise agreed by Customer in writing, all Equipment, Reagents and other products will be new.
- A20 RECALL OF PRODUCTS:** RD shall reimburse Customer for any reasonable cost associated with any product corrective action, withdrawal or recall requested by RD or required by any governmental entity, provided, however, that this obligation shall be limited to reimbursement of a Customer's actual costs to send impacted testing to an alternate testing facility (for example, a reference lab) for a reasonable period of time and shall not include reimbursement of the acquisition of a replacement testing platform or system to conduct on-site testing. RD agrees to promptly send all notices relating to Equipment and Reagents/Supplies (including without limitation recall notices and product availability notices) to each Customer with copies to Novation. Such notices will be provided as quickly as is reasonably possible after completion by RD of all processes and approvals required by the United States Food and Drug Administration ("FDA") to issue such notices. Further, RD agrees, as quickly as possible, to notify Novation and Customer of any problems in the manufacture or production of any products and of any back-order situation that might affect RD's ability to meet RD's obligations under this Agreement provided that such preferential treatment is not controlled or limited by the FDA.

A21 CONFIDENTIAL INFORMATION: RD agrees that it will (i) keep strictly confidential and hold in trust all of Customer's Confidential Information, and (ii) not later than 30 days after the expiration of all agreements with Customer, return to Customer its Confidential Information. "Confidential Information" as used herein, will consist of all documents and other materials of Customer containing information related to the Customer's programs of a proprietary or sensitive nature not readily available through sources in the public domain.

A22 USE OF NAMES: RD agrees that it will not use in any way in its promotional, informational, or marketing activities or materials the names, trademarks, logos, symbols of Customer without Customer's prior written consent.

A23 ANNUAL BUSINESS REVIEWS: RD's local sales and support team will, upon request provide an annual business review to Customer, which may include product service history and performance trends, service delivery metrics, parts support performance, remote diagnostics effectiveness or customer satisfaction ratings from independent surveys.

A24 NEW TECHNOLOGY: If, during the term of this Schedule, RD offers new FDA-cleared technology in a product category that corresponds with the Equipment included on this Schedule, RD will analyze Customer's current usage of the Equipment/Reagents listed on the Schedule to determine if the new technology will better meet Customer's needs. If RD determines this to be the case, RD will work with Customer to negotiate a new Schedule with Equipment/Reagents utilizing the new technology. The new Schedule will replace this Schedule and may require a price increase and/or an extended term.

DEC 4 2008

DEC 10 2008

A25 OEM ALLOWANCES: In connection with the acquisition of the Equipment, RD agrees to facilitate Customer's acquisition of an LJS interface, UPS and/or water filtration system (the "Ancillary Item(s)") by providing either (check one) ☒ credit against invoice or a ☐ cash rebate of up to \$30,000 to be applied ☒ against any future RD invoice for the Equipment, Reagents and/or Service included on this Schedule or ☐ as a cash rebate. These funds may be used or received only during a twelve (12) month period beginning on the date on which RD signed the Schedule to which this "Novation Attachment To Master Agreement" is attached and will be applied by RD only after Customer has: (a) engaged a third party vendor to provide the Ancillary Item(s) and ensured satisfactory installation at Customer's site; (b) provided RD with reasonable proof that the work has been completed (for example, vendor's final invoice); and (c) provided RD with reasonable proof of payment to vendor. Any portion of funds not used by Customer during the twelve (12) month period after RD's signature date on the Schedule to which this "Novation Attachment To Master Agreement" is attached will automatically expire. If Customer does not check a box to indicate whether Customer prefers a credit or rebate, the funds outlined above will be applied as a credit against RD invoice.

5. In Section F5, the following text should be added after the third sentence:

"; provided, however, that updates of software which are necessary to enable the software to continue to operate at existing functionality levels or to correct software defects will be provided at no cost to Customer for the duration of the warranty period and service contract (if any). Improvements to software that add new functionality to the software or to any Equipment or other product will not be considered updates. Arrangements will be made to install software updates within 60 days after the release of such update."

COUNTY OF SAN BERNARDINO

PURCHASING DEPARTMENT

(909) 387-2060

PURCHASE ORDER NO. Z3832
THIS NUMBER MUST APPEAR ON ALL INVOICES
SHIPPING IS AND PACKAGES

ORDER DATE 11/20/2008 DELIVERY DATE 11/18/2008 REQUISITION NO. K1354

BUYER 10

BUYER

ARROWHEAD REGIONAL MED. CENTER
400 NORTH PEPPER AVE.
COLTON, CA 92324

FUND: EAD DEPT: MCR REF. DOC ID: PC MCRZ3832
1 MCR 200 2840 75004120 \$994,142.00

VENDOR

Roche Diagnostics Corporation - BOC
9115 Hague Road
Indianapolis, IN 46250

BUYER

ARROWHEAD REGIONAL MED. CENTER
400 NORTH PEPPER AVENUE
COLTON, CA 92324

☐ "X" indicates confirming order - do not duplicate

Terms: Net 30 days (unless otherwise noted on P.O.)

ACCT/COMM LN	COMM LN	CODE	DESCRIPTION OF MATERIALS OR SERVICE	QTY	UNIT	UNIT COST	TOTAL COST
--------------	---------	------	-------------------------------------	-----	------	-----------	------------

Purch reagent rental costs for Chemistry instrumentation related to the Roche Diagnostics MPA and Cobas 6000 systems, from 11/18/2008 until 11/17/2013, for an annual total not to exceed:

\$994,142.00

Important:

Only one purchase order will be issued from July 1, 2008, until 11/17/2013. You can assist in expediting payment of your invoices by:

1. Submitting invoice once per month.
2. Promptly mailing your invoices directly to: "Bill To" Department shown above.

The County of San Bernardino reserves the right to cancel this Purchase Order by written notice at the end of, or during, any fiscal year due to insufficient funding.

Deficit Reduction Act of 2003, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services may specify.

F.O.B. DESTINATION (UNLESS OTHERWISE SPECIFIED)

Grand Total: \$994,142.00

BUYER

AUTHORIZED BY:

PURCHASING AGENT

VENDOR

TERMS AND CONDITIONS

INVOICES: Submit invoices in duplicate to billing address as shown on the front of the purchase order. Invoice each purchase order separately. Items on this purchase order must not be billed with those on other purchase orders. No charge for packing or drayage will be allowed except when specified on order and evidenced by a copy of the freight bill attached to the invoice. A freight bill must accompany invoices whenever freight charges are prepaid and added to the invoice. Purchase order number and consignee must be clearly shown on all invoices, shipping documents, shipments, correspondence, and related papers.

PAYMENTS: Payments shall be made, upon submission of itemized invoices in duplicate of the prices stipulated, for supplies delivered and accepted or service rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized in writing by the Purchasing Agent. If for any reason, an overpayment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.

INSPECTION: All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Vendor. Failure to inspect and accept or reject shall not relieve the Vendor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

RESPONSIBILITY: Unless otherwise specified, the Vendor shall be responsible for all items covered by this purchase order until delivered to the designated delivery point, and the Vendor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.

CHANGES: This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.

VARIATIONS-QUANTITIES: No variation in the quality or quantity of any item called for by this purchase order shall be acceptable except pursuant to written change order so authorizing, and no change in cost shall be valid unless so ordered.

TERMINATION: This purchase order may be terminated in whole or in any part at any time by written notice to Vendor. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.

LIABILITY: The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Vendor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Vendor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, proximately, by reason of, or in the course of carrying out this purchase order. The Vendor shall assume full responsibility for the result of any claim arising under this purchase order; and the Vendor shall indemnify, defend, and hold harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this purchase order.

DELAYS-DAMAGES: In the event the Vendor fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, the Purchasing Agent may, by written notice, order the Vendor to cease further deliveries and may hold the Vendor liable for any damage caused the County by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of the Purchasing Agent.

COMPLIANCE: The articles covered by this purchase order or contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.

ELECTRONIC FUNDS TRANSFERS: Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

CONTRACTOR'S LICENSE: Unless otherwise qualified, Vendor agrees for the period of any agreement formulated that a total price more than \$500.00 for any public work requires an active Contractor's License Number. It is the Vendor's responsibility to make sure that their license is active, valid and on file with the department to which the services are being provided. If Contractor is not licensed as required, Contractor will not be paid for any work performed in violation of this requirement.

INSURANCE: County self-insures goods upon title of goods being transferred to County. If Vendor is providing any services, Vendor must provide the department receiving the services with evidence of statutory Workers' Compensation/Employer Liability, Commercial General Liability Automobile Liability and Professional Liability Insurance in advance of providing the services. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.

PREVAILING WAGE: Where labor is required for public works as part of any requirements covered by this purchase order and as such is defined by the California Labor Code, Vendor shall pay no less than the applicable prevailing wages specified.

COMPLIANCE WITH LAWS: Vendor shall fully comply with all applicable provisions of federal, state and local laws, rules and regulations, and Vendor agrees to hold the County, its agents, officers and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

NONDISCRIMINATION: By acceptance of this purchase order, Vendor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Vendor further certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin, disability or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate or suspend the purchase order. The parties agree that in the event the Vendor violates the anti-discrimination provisions of the purchase order, the County shall at its option and in lieu of cancellation, termination or suspension of this purchase order, be entitled to liquidated damages pursuant to California Civil Code section 1671 of the greater of ten percent (10%) of the purchase order amount or One Thousand Dollars (\$1000).

GOVERNING LAW AND VENUE: This purchase order shall be governed by and construed in accordance with the laws of the State of California. Vendor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this purchase order, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.

ASSIGNMENT AND DELEGATION: Vendor shall not assign its rights or delegate its duties under this purchase order without County's prior written authorization and any assignment or delegation without such authorization shall be null and void and shall constitute a material breach of this purchase order. The Purchasing Agent may immediately cancel or terminate the purchase order.

MOST FAVORED CUSTOMER: Vendor represents that the prices charged the County in this purchase order do not exceed existing selling prices to other customers for the same or substantially similar articles or services for comparable quantities under similar terms and conditions.

COVENANT AGAINST GRATUITIES: The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Vendor or any agent or representative of the Vendor is strictly prohibited. The Vendor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the County with a view toward securing this purchase order or favorable treatment with respect to any determination concerning this.

**Arrowhead Regional Medical Center
Reagent and Supply Exhibits
August 11, 2008**

Cost Per Reportable ("CPR") Program

Customer purchases proposed in the Exhibits are on a CPR basis. CPR means the cost of all Reportables ran on the Equipment. CPR includes the following: reagents, calibrators, and/or controls, and those consumables specifically defined in the Reagent and Supply Exhibits. Customer may elect to also include hardware and/or service in the Cost Per Billed Reportable. If hardware and/or service charges are included, the monthly charges are referenced as the Monthly Fixed Charge in the Reagent and Supply Exhibit "Exhibit 1").

This CPR proposal includes the reportables and pricing as outlined in the following exhibits:

Exhibit 1: CPR Commitment – Pricing is based upon the mutually agreed to Annual Reportable Volume commitment and Test Name mix. Customer agrees to purchase from RD annually during the term of the Agreement the Annual Reportable Volume and Test Name mix set forth in Exhibit 1. Definitions for each of the columns in Exhibit 1 are as follows.

- Annual Reportable Volume – The annual reportable volume commitment for each test.
- Cost Per Billed Reportable – The price for each reportable that includes the reagent, calibrator, consumables and/or controls and any instrument and service that is included in the CPR.
- Annual Commitment – The Annual Reportable Volume multiplied by the Cost Per Billed Reportable.
- Monthly Reportable Volume – The monthly reportable volume commitment for each test.
- Base Cost Per Reportable – The price of each Reportable used to invoice Customer based on Customer's actual monthly reportable readings. If hardware and/or service is included in the Cost Per Billed Reportable, the monthly amount of hardware and/or service will be displayed separately as the Monthly Fixed Charge and not included in the Base Cost Per Reportable.
- Monthly Commitment – The Monthly Reportable Volume multiplied by the Base Cost Per Reportable.


Exhibit 2: Annual Calibrators, Consumables and/or Controls – Expected annual quantities for calibrators, consumables and/or controls that are included in the Cost Per Billed Reportable and Base Cost Per Reportable as outlined in Exhibit 1.

Exhibit 3: Equipment Support Products - Additional Equipment support parts are offered at complementary Customer discounts. These support parts are not included in the Cost Per Billed Reportable or Base Cost Per Reportable CPR.

Exhibit 4: Annual Expected Kit Volumes – The expected number of annual kits for the Annual Reportable Volume as outlined in Exhibit 1.

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Document ID: 01006481.P0007168
Version: 8/11/2008 1:51:35 P.M. GMT-4 Modified 919 LZ

Exhibit is not binding until definitive agreement is executed between the parties

Customer Initial  Page 1 of 1 12-1-08
RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.

No. 6208 P. 33

Dec 16, 2008 12:44PM

Monthly Billing Including Shortfall Fee Billing

1. Actual reportable count readings will be submitted to RD on a monthly basis. Customer will pay RD an amount equal to the actual monthly reportables multiplied by the Base CPR, outlined in Exhibit 1, plus any required Shortfall Fee (as described in # 4 below).
2. The Monthly Fixed Charge (i.e. service or capital expense), if any, is set forth on Exhibit 1 titled, "Minimum Monthly Commitment" which is paid by Customer on a monthly basis.
3. Customer agrees to purchase monthly 100% of the total contracted Test Group volumes (the "Monthly Commitment") during the term of the Agreement. If Customer's actual monthly reportable volume falls below the Shortfall Volume (as described in # 5 below) of the total Test Groups volume commitment for any particular Test Group, as stated in Exhibit 1, Customer shall pay RD an additional amount (a "Shortfall Fee") for each Test Group.
4. The Shortfall Fee is equal to the Shortfall Volume for that Test Group multiplied by the Average Base Cost Per Reportable for the Test Group, as set forth in Exhibit 1.
5. Shortfall Volume means the difference between the actual monthly reportables volume reported by Customer and the Minimum Monthly Reportables at 90% of the Month Test Group Volume for each Test Group specified in Exhibit 1 in the Minimum Monthly Commitment table. CPR reportables run on the Equipment prior to the Commencement Date, less installation credits, will be added to the first monthly invoice.
6. The actual monthly reportable billed by RD plus any Shortfall Fee will be equal to the Minimum Monthly Commitment as set forth in Exhibit 1 in the Minimum Monthly Commitment table.

Utilization

The CPR pricing is based upon the efficient utilization of the Equipment as directed by RD, and the RD Technical Service Representative ("TSR") will work with Customer to establish the most efficient utilization of the Equipment. RD will conduct a semi-annual audit of the usage of reagents and supplies and review the results with Customer. Should Customer fail to implement policies and procedures to correct waste and inefficiency, Customer may be charged for excess usage at a rate equal to the Base Cost Per Reportable for that Test Name. This excess usage charge will only be billed if waste and inefficiency have not been resolved within 90 days following corrective meetings with Customer and the RD TSR. RD will allow for the fact that reagents for low volume assays may expire before being completely consumed due to inconsistent daily or weekly numbers of patient specimens.

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Version: 8/11/2008 1:51:35 P.M. GMT-4 Modified 919 LZ

Exhibit is not binding until definitive agreement is executed between the parties

Customer Initial JK

Page 2 of 1 12-1-08

RD Initial _____ to be initialed by an authorized representative of RD at RD's home office.