

## **ADDENDUM #2 TO AGREEMENT # RFPMCR14-15-v05272015**

This addendum ("Addendum #2") is effective as of December 1, 2020 ("the Effective Date") between **Diagnostica Stago, Inc.**, a Delaware corporation with offices located at 5 Century Drive, Parsippany, NJ 07054, hereinafter referred to as "Stago U.S.," and **County of San Bernardino on behalf of Arrowhead Regional Medical Center**, located at 400 North Pepper Avenue, Colton, CA 92324, hereinafter referred to as "Customer." Stago U.S. and Customer are together referred to as the "Parties" and individually as a "Party."

### **RECITALS**

WHEREAS, Stago U.S. and Arrowhead Regional Medical Center entered into agreement #RFPMCR14- 15-v05272015 on June 16, 2015, having a Line by Line Reagent Rental Finance Program for the purchase of two (2) STA Compact Max with Cap Piercing instruments, for an initial term of sixty (60) months (the "Agreement"), and such Agreement has an expiration date of November 30, 2020;

WHEREAS, the Parties entered into a first addendum (Addendum #1), effective December 4, 2018, to correct the Customer's name from Arrowhead Regional Medical Center to County of San Bernardino on behalf of Arrowhead Regional Medical Center and create a single table for Routine Products and Other Products (Including Specialty);

WHEREAS, Customer will complete the Line by Line Reagent Rental Finance Program for the two (2) STA Compact Max with Cap Piercing instruments on November 30, 2020;

WHEREAS, Customer desires to continue with a Line by Line Reagent Price for Products and Post-Warranty Service for an additional twenty-four (24) months; and

WHEREAS, the Parties now wish to update the pricing and quantities for the product supply and extend the Agreement's term for twenty-four (24) months).

**NOW THEREFORE**, for valuable consideration, the Parties amend the Agreement as follows:

1. The Parties hereto agree that capitalized terms used herein without having been otherwise defined in this Addendum #2 shall have the meaning ascribed thereto in the Agreement.
2. The Agreement's term shall extend for twenty-four (24) months and expire at midnight on November 30, 2022.
3. Stago U.S. shall provide Post Warranty Services (Plan B) to Customer for the duration of this Addendum #2. The price for these services shall be included in the Line by Line Reagent Price.
4. The single table of Routine Products and Other Products (Including Specialty) in the Agreement, as set forth in Addendum #1, shall be deleted in its entirety and replaced with the following table below, updating the products and their corresponding Line by Line Reagent Price, kit quantities, and AMPC.

| Item Number   | Description                            | Line by Line Reagent Price | Annual # of Kits | AMPC                |
|---------------|----------------------------------------|----------------------------|------------------|---------------------|
| 00360         | STA Owren-Koller                       | \$ 109.49                  | 9                | \$ 985.41           |
| 00367         | STA Calcium Chloride CaCl <sub>2</sub> | \$ 115.77                  | 11               | \$ 1,273.47         |
| 00515         | STA Liatest D.Di                       | \$ 485.44                  | 60               | \$ 29,126.40        |
| 00526         | STA Liatest Control N+P                | \$ 184.96                  | 66               | \$ 12,207.36        |
| 00595         | STA PTT A 5                            | \$ 76.92                   | 60               | \$ 4,615.20         |
| 00667         | STA Neoplastine CI Plus 10             | \$ 96.70                   | 60               | \$ 5,802.00         |
| 00674         | STA Fibrinogen 5                       | \$ 379.58                  | 12               | \$ 4,554.96         |
| 00677         | STA Coag Control N+ABN Plus            | \$ 174.84                  | 34               | \$ 5,944.56         |
| 00797         | STA Reducer                            | \$ 82.09                   | 8                | \$ 656.72           |
| 00801         | STA Maxi-Reducer                       | \$ 101.46                  | 17               | \$ 1,724.82         |
| 00802         | STA Microcups (for Reagent)            | \$ 85.37                   | 2                | \$ 170.74           |
| 00973         | STA Cleaner Solution                   | \$ 143.99                  | 35               | \$ 5,039.65         |
| 00975         | STA Desorb U                           | \$ 116.94                  | 60               | \$ 7,016.40         |
| 38699         | STA Cuvettes                           | \$ 1,020.18                | 17               | \$ 17,343.06        |
| <b>TOTALS</b> |                                        |                            | <b>451</b>       | <b>\$ 96,460.75</b> |

5. The prices for Routine Products and Other Products (Including Specialty), as set forth above, shall remain unchanged for the duration of this Addendum #2.
6. All other provisions of the Agreement and Addendum #1 shall remain unchanged. Except as affected by this Addendum, the Agreement and Addendum # 1 shall continue in full force and effect in accordance with its terms.
7. This Addendum #2 shall supersede all prior oral and written undertakings, agreements and/or negotiations with respect to the subject matter hereof. Any inconsistencies between this Addendum #2 and the Agreement (including Addendum #1, shall be resolved in favor of this Addendum #2.

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8. This Addendum # 2 may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Addendum # 2. The parties shall be entitled to sign and transmit an electronic signature of this Addendum #2 (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Addendum # 2 upon request.

The person signing below for each Party certifies that he/she is duly authorized to sign this Addendum # 2 and bind the corresponding Party to the terms herein.

**Diagnostica Stago, Inc.**

Date:

Name: Steve Hintze

Title: National Sales Director

Signature:

**County of San Bernardino on behalf  
of Arrowhead Regional Medical  
Center**

Date:

Name: Curt Hagman

Title: Chairman, Board of Supervisors

Signature: