

Roche Diagnostics Corporation Amendment

Original Agreement #:
Schedule #: 41015921

Original Agreement or Schedule start date: 6/29/2009
Original Agreement or Schedule expiration date: 1/26/2015

This amendment ("Amendment") amends an existing agreement ("Original Agreement") or schedule ("Schedule") as listed above between Roche Diagnostics Corporation ("RDC, RD, or Roche") and the customer indicated below ("Customer, You, or Your") and is intended by the parties to modify the existing terms and conditions as specifically set forth in this Amendment. The Original Agreement and Schedule shall collectively be referred to herein as "Agreement". All other terms and conditions contained in the Original Agreement or Schedule will remain in full force and effect.

Customer Information:

Customer Number	55081409
Customer Name	San Mateo County Public Health Lab
Street Address	225 W 37 th Ave
City, State, Zip	San Mateo, CA 94403

Additional Amendments:

- 1. Extension:** The Agreement will be extended for **36** months from the expiration date listed above (the "Extension Period"). Customer agrees during the Extension Period to purchase a volume of Products (the "Extension Commitment") in an amount equal to the following formula: (annual Commitment / 12 months) x number of months in the Extension Period. Any specific modifications to the Extension Commitment which are listed immediately below or attached via a Reagent and Supply Exhibit will be included in the calculation. As of the Effective Date of this Amendment, the total Commitment under the Agreement shall increase to include the Extension Commitment.
Reagents and Supplies: A Reagent and Supply Exhibit is attached to this Amendment and details the Product modifications to Customer's annual Commitment.
- 2. Acquisition of Validation Materials:** To the extent Customer is required to purchase validation materials (e.g., patient samples, controls, or quantification panels) from a third party for the purpose of Customer's method correlation and validation of the COBAS® AmpliPrep/COBAS TaqMan® HCV Test v2.0 and COBAS® AmpliPrep/COBAS TaqMan® HIV-1 Test v2.0, Roche will facilitate Customer's acquisition of such materials for Customer's validation purposes by providing a credit for the price of such materials (including taxes, shipping and handling). The credit may not exceed \$20,000.00 in the aggregate. Roche will provide the credit only after Customer has received delivery of all such materials and provided Roche with reasonable proof of payment (e.g., a copy of a paid invoice). This credit is valid for the twelve-month period beginning on the Effective Date of this agreement and will automatically expire at the end of that period.
- 3. LIS Interface Allowance:** In connection with the acquisition of the Equipment, Roche agrees to facilitate Your acquisition of an LIS interface by providing a credit of up to \$10,000.00 to be applied against any future Roche invoice for the Equipment, Reagents and/or Service included in this Agreement. This credit may be applied only during a twelve (12) month period beginning on the date on which Roche signed this Amendment below and will be applied by Roche only after You have: (a) engaged a third party vendor to provide the LIS interface and ensured satisfactory installation at Your site; (b) provided Roche with reasonable proof that the work has been completed (for example, vendor's final invoice); and (c) provided Roche with reasonable proof of payment to vendor. Any portion of the credit not applied to a Roche invoice during the twelve (12) month period after Roche's signature date on this Amendment will automatically expire.
- 4. Discounts:** All Equipment, Products, items, allowances and services "Included in Reagents", provided at "No Additional Charge", or identified as Discounts hereunder shall constitute a "Discount" (as that term is defined in 42 CFR part 1001.952(h)) against the Reagents and Supplies that You commit to purchase. In the event of a default by You, Roche may require You to pay for the pro-rata remaining value of any Discounts.

AUTHORIZED ACCEPTANCE

CUSTOMER:

By signing this Amendment you warrant that you have the authority to execute this Amendment on behalf of Customer.

By: _____ Date: _____
(Authorized Customer Signature)

Printed Name: _____ Title: _____

ROCHE DIAGNOSTICS CORPORATION

This Amendment is not binding on Roche until signed by an authorized representative of Roche in Indianapolis ("Effective Date")

By: _____ Date: _____
(Authorized Roche Signature) (Effective Date)

Printed Name: _____ Title: _____

This Section for Internal Use Only

Sales Deal Number:
Date:

Prepared By: Victoria Perry
Title: Contract Analyst
Date: