



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** February 27, 2025

RE: *Approval of the Master Supply Agreement for the purchase of a LIAISON XL – Analyzer from Diasorin*

PETITION #21-25

That the Southern Nevada District Board of Health *approve the Master Supply Agreement for the purchase of a LIAISON XL - a high-volume chemiluminescence analyzer from Diasorin. This instrument will assist with providing automated specialty testing.*

PETITIONERS:

Cassius Lockett, PhD, District Health Officer *CL*
Hong-Yuan Kan, PhD, HCLD (ABB), Laboratory Director *HYK*
William Bendik, MPH, MLS (ASCP), Laboratory Manager *WB*

DISCUSSION:

The procurement of the LIAISON XL Analyzer for the Immunology laboratory is expected to significantly boost testing efficiency by delivering a fully automated, high-volume platform. This advanced chemiluminescence analyzer enhances resource management during periods of scarcity, providing automated sample processing oversight. The integrated single-reagent format for all assays ensures uniform, high-quality diagnostic results while effectively reducing waste.

FUNDING:

The funding for the purchase of \$90,680.00 is made available through the Southern Nevada Health District Clinical Laboratory General Funds. GSA pricing has been confirmed.

Master Supply Agreement

C2500086

THIS MASTER SUPPLY AGREEMENT (the "**Agreement**") is made by and between the following **DiaSorin Affiliate** and Southern Nevada Health District ("**Customer**"):

DiaSorin Affiliate	DiaSorin Inc.
Address:	1951 Northwestern Avenue Stillwater, MN 55082
Customer Name:	Southern Nevada Health District
Address:	280 S. Decatur Blvd. Las Vegas, NV 89107 United States

This Agreement shall be effective as of the date it is fully executed between any DiaSorin Affiliate and Customer (the "Effective Date") and shall continue thereafter for as long as there is an active Supplier Schedule (as defined below) in place between one or more DiaSorin Affiliates and Customer, unless earlier terminated in accordance with the terms and conditions of this Agreement.

Customer may order **Products** and **Equipment** (as those terms are defined below) from DiaSorin Inc., DiaSorin Molecular LLC and Luminex Corporation (each, a "**DiaSorin Affiliate**"), by executing a schedule with such DiaSorin Affiliate (each schedule shall be referred to herein as a "**Supplier Schedule**") which shall identify the equipment, kits, reagents, consumables, and/or services to be provided to Customer by such DiaSorin Affiliate. Each DiaSorin Affiliate supplying equipment, kits, reagents, consumables and/or services under this Agreement shall be sometimes referred to herein as a "**Supplier**".

The sale to Customer of in-vitro diagnostic instruments ("**Equipment**") and peripheral equipment (together with Equipment, "**System(s)**"), reagents, kits and related consumables ("**Products**") and Supplier's performance of services ("**Services**") shall be governed exclusively by this Agreement and the applicable Supplier Schedule entered between Customer and a DiaSorin Affiliate.

DiaSorin Inc.

Customer

By:

By:

Name:		Name:	Fermin Leguen, MD, MPH
Title:		Title:	District Health Officer

Date: _____

Date: _____

General Terms and Conditions

1. The Agreement.

- a. These general terms and conditions shall be deemed incorporated in the Agreement; provided, however, that in the event of a conflict between these general terms and conditions and any Supplier Schedule, the Supplier Schedule shall control.
- b. Any provisions printed or otherwise contained in any purchase order, acknowledgement, acceptance or other document from Customer purporting to govern the Equipment, Systems, Products and/or Services provided by Supplier, which are inconsistent with or in addition to these terms and conditions, shall have no force or effect and Supplier hereby rejects such inconsistent or additional terms.

2. System Supply.

- a. Supplier agrees to provide to Customer, from time to time, one or more Systems described in a Supplier Schedule. Each System will consist of the Equipment described in such Supplier Schedule and, as applicable, the peripheral instruments described in such Supplier Schedule (the "**Peripherals**").
- b. Upon Supplier's receipt of a request by Customer to acquire Systems hereunder, Supplier may, in its sole discretion, provide Customer with a Supplier Schedule reflecting one or more System acquisition options. In the event Customer agrees to proceed in accordance with the terms of a Supplier Schedule, Customer will submit to Supplier the Supplier Schedule signed by Customer, with an indication of which acquisition option (as described below) will apply to Customer's acquisition of the applicable Systems.
 - i. Purchase Option: In the event a Supplier Schedule provides for Customer's purchase of Systems, Supplier will deliver such Systems to Customer, and Customer shall tender to Supplier the purchase price specified in the Supplier Schedule.
 - ii. Reagent Rental/EAP/LRA Option: In the event a Supplier Schedule provides for Customer's acquisition of Systems via the Reagent Rental/EAP/LRA Option, Supplier will loan such Systems to Customer for Customer's sole use as consideration for Customer's agreement to purchase the Annual Purchase Commitment (as defined below) during the Initial Term specified in such Supplier Schedule.
 - iii. Lease Option: In the event Customer elects in a Supplier Schedule to acquire Systems using the lease option, Supplier will lease such Systems to Customer for Customer's sole use during the Initial Term specified in such Supplier Schedule. During the Initial Term for each System acquired under this subsection, Customer agrees to pay the monthly rental fee and Equipment Service fee specified in the applicable Supplier Schedule. Supplier will invoice the Equipment Rental and Service Fee on a monthly basis, in advance of each, beginning on the date of delivery of the System(s) and continuing throughout the Initial Term, or any extension thereof, as defined in the applicable Supplier Schedule. The parties agree that the Equipment Rental and Service Fee is fair market value for lease and service of the Systems, and includes all costs associated with installation and removal of the Systems, and in the case of service, including calibration, maintenance and servicing of the System(s), training and all labor, and materials and services necessary to fulfill Supplier's Service obligations under the applicable Supplier Schedule.

3. Product Supply.

- a. Supplier will sell to Customer Products at the lesser of the prices set forth in a Supplier Schedule (subject to adjustment as provided in the Agreement) and Supplier's list prices for such Products, as applicable.
- b. Supplier and Customer may agree in a Supplier Schedule that Customer is required to purchase a minimum amount of Product during each twelve (12) month period of such Supplier Schedule, beginning on the effective date of such Supplier Schedule. The twelve (12) month minimum purchase requirement shall be specified in the applicable Supplier Schedule (the "**Annual Purchase Commitment**"). Should Customer fail to satisfy the Annual Purchase Commitment for any twelve (12) month period during the term of a Supplier Schedule, Supplier will have the option, at its sole discretion, to (i) invoice Customer for the difference between the Annual Purchase Commitment and Customer's actual purchases of Products ("**Purchase Shortfall**"); (ii) add such Purchase Shortfall as additional Annual Purchase Commitment to a subsequent twelve (12) month period during the term of the Supplier Schedule; (iii) adjust Product pricing prospectively to account for the Purchase Shortfall over the term of the Supplier Schedule; and/or (iv) require that Customer return one or more Systems to Supplier in accordance with this Agreement. Customer's purchases of any excluded Products specified in the applicable Supplier Schedule will not be applied towards fulfillment of the Annual Purchase Commitment. Taxes, packing, handling and shipping charges will not be applied towards fulfillment of the Annual Purchase Commitment.
- c. Supplier reserves the right to increase pricing on an annual basis by providing Customer with thirty (30) days' advance notice of such increase. Such increases shall not exceed five percent (5%) of the pricing in effect immediately preceding the adjustment. For clarification purposes, this annual increase is separate from, and in addition to, any other rights Supplier may have to adjust pricing due to Customer's failure to comply with the terms of this Agreement or any incorporated Supplier Schedule.
- d. Subject to the foregoing subpart (b), Supplier may edit the list of Products and pricing available hereunder, in its reasonable discretion and with immediate effect, by providing Customer with notice reflecting such adjustments.

- e. Supplier reserves the right to cease providing Customer with any Products due to discontinuation or regulatory, legal and/or safety concerns.
4. Invoicing and Payment Terms.
- a. Supplier shall invoice Customer for Systems and Products upon delivery. Supplier shall invoice Customer for Services performed on a time and materials basis as such Services are performed and for Equipment Service coverage (as defined below) upon commencement of the applicable service period.
- b. Customer shall pay for Systems, Products and Services within thirty (30) days following the date the applicable invoices are provided to Customer.
- c. Supplier's extension of credit terms to Customer is subject, at all times, to Supplier's approval of Customer's financial condition. If Customer's financial condition at any time becomes unsatisfactory, as determined by Supplier in its sole discretion, Supplier may, in addition to all other rights and remedies available under this Agreement or any incorporated Supplier Schedule, delay or decline to make any delivery of Systems or Products to Customer, revoke any open account credit in Customer's name, cease performing Services, require prepayment of future Product orders or any combination of the above.
- d. If Customer fails to make payment when due, Supplier may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder, including the delivery of Systems and/or Products and the performance of Services, until Customer pays all past due invoices, or (ii) terminate this Agreement with respect to any unaccepted or undeliverable portion, in which case, to the extent permitted by law, Customer shall be responsible for any actual expense or loss sustained by Supplier in connection with this Agreement.
- e. Prices do not include local, state, or federal sales or use taxes, which will be added to the invoice, if applicable. The Parties acknowledge Customer is a governmental entity, and is exempt from paying state, local, and/or federal excise taxes, as provided by Nevada Revised Statutes ("NRS"). Customer's State Tax Exempt Number is RCE-004-676.
5. Delivery.
- a. Products.
- (i) Supplier shall deliver Products to Customer F.O.B. origin, shipping charges pre-paid and added to each invoice.
- (ii) Title to and risk of loss of Products shall pass to Customer upon delivery to Customer..
- (iii) Customer will inspect Products promptly upon delivery and notify Supplier in writing of any obvious or visible defect within ten (10) calendar days after delivery, giving details of the alleged defect. If Customer fails to so notify Supplier within such ten (10) day period, the Equipment will be deemed to be accepted by Customer and Customer shall make all payments as required by this Agreement, although Customer will not lose any warranty rights as set forth in Section 6.
- b. Systems.
- (i) Supplier shall deliver Systems to Customer F.O.B. destination, shipping charges pre-paid and added to each invoice, if any.
- (ii) Unless otherwise set forth in a Supplier Schedule, title and risk of loss to purchased Systems shall pass to Customer upon delivery to Customer.
- (iii) Supplier is the owner of, and will retain title to, each System provided to Customer via the Reagent Rental/EAP/LRA Option or Lease Option. Customer shall have the limited right to use each System solely as provided in this Agreement. Customer will not permit or suffer any attachment, encumbrances, lien, or security interest, past, present, or future, to be filed against the Systems and will promptly notify Supplier if any of the foregoing is filed or claimed. Supplier, acting for itself and on behalf of Customer, may execute one or more financing statements for public recording as provided under the Uniform Commercial Code to evidence ownership of the Systems and Customer agrees to execute any such statements or other documentation as requested by Supplier to effectuate such filings. Customer will bear all risk of loss and damage to each Supplier System from any cause whatsoever, commencing on the date of delivery of such System.
- (iv) Upon expiration of the Initial Term for each System acquired via the Reagent Rental/EAP/LRA Option or Lease Option hereunder, Customer will return such System to Supplier undamaged or will pay for repairs required to place such System in the same condition as when accepted by the Customer (other than with respect to non-excessive wear resulting from normal use). Customer will carefully pack each System, in packaging agreed upon by Supplier, and ship such System to Supplier using the prepaid label provided by Supplier.
- c. Supplier expressly commits to the delivery date as detailed in Schedule Q-47206, which is attached hereto and incorporated by reference herein. Supplier shall use commercially reasonable efforts to deliver Systems and Products in accordance with the delivery date set forth in Schedule Q-47206. Supplier shall not be responsible for any loss or damage of any kind or nature caused by any delay in delivery irrespective of the cause of such delay. Supplier reserves the right to allocate orders among its customers in the event of supply constraints. Customer acknowledges that Products may arrive in partial deliveries and Customer agrees to accept each delivery and pay each applicable invoice in full when due regardless of controversies relating to other delivered or non-delivered Products.

6. Limited Warranty.
- a. Products. Supplier warrants that all Products provided hereunder will conform to the specifications provided to Customer by Supplier through the expiry date listed on the labels for such Products. The foregoing warranty shall only apply to the extent that such Products are handled and stored in accordance with Supplier's instructions and used in accordance with the directions in the applicable Product insert, except that this warranty will not cover patent defects that Customer reasonably should have noted in connection with its inspection and acceptance of Products promptly following delivery. Supplier will be given the opportunity to check all details pertaining to any reported non-conformance with respect to Product specifications. Exceptions may be accepted with written approval by both parties. In the event that Products fail to comply with the warranty set forth in this Section, Supplier shall, at Supplier's option and as Customer's sole remedy, either (i) replace the non-conforming Product or (ii) issue a refund in the amount of the price allocable to the non-conforming Product.
 - b. Equipment. Except as otherwise reflected in a Supplier Schedule, Supplier warrants that all purchased or leased Equipment, and any Equipment placed under an LRA Option, will perform in accordance with the manufacturer's specifications for a period of twelve (12) months following delivery of such Equipment at Customer's facility. All Equipment provided to Customer via the Reagent Rental/EAP Option will perform in accordance with the manufacturer's specifications during the applicable Initial Term (the "**Equipment Warranty Period**"). During the Equipment Warranty Period, as Customer's sole remedy for a failure of Equipment to comply with the warranty set forth in this Section, Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance. THESE WARRANTIES DO NOT APPLY, AND SUPPLIER WILL HAVE NO RESPONSIBILITY TO REPAIR OR REPLACE EQUIPMENT, IN THE FOLLOWING CIRCUMSTANCES: (i) THE EQUIPMENT HAS BEEN REPAIRED BY PERSONS NOT AUTHORIZED BY SUPPLIER; (ii) THE EQUIPMENT HAS BEEN USED, ALTERED, MODIFIED, OR ACCESSED IN A MANNER NOT AUTHORIZED IN WRITING BY SUPPLIER; (iii) DAMAGE DUE TO USE OF NON-SUPPLIER APPROVED STANDARD COMPONENTS AND CONSUMABLES IN THE EQUIPMENT; (iv) DAMAGE DUE TO SPILLAGE, IMPROPER CLEANING, DECONTAMINATION BY CUSTOMER OTHER THAN NORMAL USE AND HANDLING OF THE EQUIPMENT; OR (v) EQUIPMENT HAS NOT BEEN MAINTAINED OR USED IN ACCORDANCE WITH THE EQUIPMENT OPERATOR MANUAL.
 - c. Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS AGREEMENT, SUPPLIER HAS NOT MADE, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE SYSTEMS OR PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR THE LIKE.
7. Equipment Service. Service under this section for Equipment shall be provided during the Equipment Warranty Period.
- a. Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance.
 - b. Customer will designate a key operator who will be made available to Supplier's authorized service representative (the "**Service Representative**") to describe Equipment malfunctions by telephone and who will be qualified to perform simple adjustments and corrections as requested by the Service Representative. Failure to designate a key operator or to satisfactorily act upon the reasonable instructions of the Service Representative may result in a service call invoiced by Supplier at its then-current standard rates for service, travel, labor and parts.
 - c. Supplier will arrange for the provision of all labor and replacement parts Supplier deems necessary for repairing the Equipment at Supplier's cost, subject to the warranty provisions and exceptions above.
 - d. If applicable, In the event the Service Representative determines the Equipment requires offsite servicing, Customer shall ship the decontaminated, malfunctioning Equipment to Supplier or Supplier's designee, at Supplier's cost using the prepaid label provided. Supplier may provide a loaner unit to Customer at no cost for Customer's use during the period of such offsite servicing. In such event, Customer will decontaminate and return the loaner unit at Supplier's cost using the prepaid label provided within five (5) business days of receiving the repaired Equipment, and will be subject to a charge of up to \$200 for each additional day until Supplier receives the returned loaner unit. Customer will pay the costs of repair required to remediate damage to the loaner unit resulting from other than normal use while in Customer's possession.
8. Extended Service Coverage. In the event a Supplier Schedule provides for extended Service and maintenance coverage ("**Equipment Service**") for Equipment purchased by Customer thereunder, the following terms shall apply with respect to such Equipment:
- a. Supplier will arrange for the servicing and repair of Equipment for which Customer has paid the Annual Service Fee specified in the Supplier Schedule (each a "**Covered System**") for the number of years specified in the Supplier Schedule commencing immediately upon the expiration of such Covered System's Equipment Warranty Period ("**Coverage Period**") in accordance with the Equipment Service provisions reflected hereinabove.
 - b. Following commencement of each year of coverage during the Coverage Period for each Covered System, Supplier will invoice Customer for the Annual Service Fee specified in the Supplier Schedule, and Customer will remit payment of such invoice in accordance with the

applicable provisions of the Agreement. Notwithstanding the foregoing, Customer may elect to opt-out of any year of Extended Service Coverage for a particular System by providing Supplier with written notice of such election at least sixty (60) days prior to the commencement of such year. In such event, Customer shall also be deemed to have opted-out of all subsequent years of Extended Service Coverage under this Agreement for such System. Any such notice must reflect the serial number of the System to which such notice applies. In the event Customer elects to opt-out of Extended Service Coverage with respect to a particular System in accordance with the foregoing, and Customer subsequently elects to enter into a separate extended service maintenance agreement with respect to such System after the expiration of such System's Equipment Warranty Period and when such System is not then-currently subject to Extended Service Coverage, Customer will first be required to have such System recertified by Supplier, at Customer's cost. The Extended Service Coverage with respect to each applicable Covered System will survive the expiration or termination of the applicable Supplier Schedule and the Agreement.

9. Indemnification.

- a. Supplier shall indemnify, defend and hold Customer harmless from and against all losses incurred by Customer (including reasonable attorneys' fees) resulting from a third party claim to the extent arising out of: (i) a claim that Customer's use of Products or Equipment in accordance with their applicable labeling and instructions infringes any intellectual property right of such third party; or (ii) damage to property or bodily injury (including death) caused by defective Products or Equipment supplied by Supplier under this Agreement. Supplier's indemnification obligations hereunder shall not apply to the extent that any claim is attributable to: (a) the modification of Products or Equipment by Customer; (b) Customer's failure to use Products or Equipment in accordance with their labeling and instructions; or (iii) Customer's negligence or willful misconduct.
- b. To the extent permitted by law, Customer shall indemnify, defend and hold Supplier harmless from and against all losses (including reasonable attorneys' fees) resulting from a third party claim to the extent arising out of: (i) Customer's use or sale of Products or Equipment for purposes not permitted by this Agreement or (ii) Customer's negligence or willful misconduct. Customer's indemnification obligations shall not apply to the extent any claim is attributable to Supplier's negligence or willful misconduct.
- c. The indemnifying party's ("Indemnitor") obligations will be subject to (i) the indemnified party's ("Indemnitee") prompt written notification of any actions or claims that would give rise to such party's indemnification obligation hereunder; (ii) the Indemnitee, at the reasonable expense of the Indemnitor but at no compensation to the Indemnitee, reasonably cooperating with the Indemnitor in connection with the defense of such claims or causes of action; (iii) the Indemnitor having the right, at its sole discretion to select counsel and to control the defense of such claims and causes of action; (iv) the Indemnitor having the right, at its sole discretion, to settle the claims and causes of action (provided that any settlement requiring anything other than the payment of money by the Indemnitor will be subject to the Indemnitee prior written approval, not to be unreasonably withheld or delayed).
- d. Solely with respect to infringement claims, Supplier, in its sole discretion, shall have the right to (i) modify the Products or Equipment so as to be non-infringing, (ii) replace the Products or Equipment with a non-infringing substitute, or (iii) terminate this Agreement and refund the amounts paid by the Customer for the infringing Products or Equipment.

10. Limitation of Liability

- a. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND WILL SURVIVE TERMINATION OF THIS AGREEMENT.
- b. IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SUPPLIER FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIMS, DAMAGES OR LOSSES.

11. General Compliance.

Supplier and Customer shall comply with all applicable federal, state and local statutes, regulations, and rules (collectively, "Laws"), including, but not limited to the Anti-Kickback Statute (42 U.S.C. § 1320a-7b, as amended) and the Discount Safe-Harbor (42 C.F.R. § 1001.952(h), as amended). The parties agree that any discounts, rebates, or other price concessions on items or services provided by Supplier under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3)(A). Customer will properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year.

12. HIPAA Compliance; Access to Books and Records.

- a. The parties acknowledge that Customer may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and

Reinvestment Act of 2009 (“ARRA”), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act (“HITECH”), Subtitle D. Customer agrees that protected health information as defined in 45 C.F.R. 160.103 (“PHI”) is not required for Supplier’s performance of this Agreement and that Supplier is neither a “covered entity” nor a “business associate” of Customer. If in the performance of any services that are related to the provision of Products or Systems under this Agreement, Customer inadvertently provides PHI to Supplier, whether on paper, tape, diskette, CD or other tangible media, in instruments or computers, electronically displayed, or verbally disclosed, Supplier agrees that it shall comply in all respects with HIPAA, ARRA and HITECH, and specifically shall keep such PHI confidential and not further access, use or disclose it for any purposes other than as permitted by this Agreement.

- b. To the extent that 42 U.S.C. § 1395x(v)(1)(I), as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) and the implementing regulations set forth at 42 C.F.R. §§ 420.300-304, is found applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Supplier agrees to make available, upon written request by the Secretary of the Department of Health & Human Services, the Comptroller General of the United States, or to any of his or her duly authorized representatives, this Agreement, and books, documents and records of Supplier that are necessary to certify the extent of any costs of Customer arising from the Agreement.

13. Confidentiality.

During the term that this Agreement is in effect, a party may disclose or make available directly or indirectly (the “Disclosing Party”) to the other party (the “Receiving Party”), information that is specifically identified as confidential at the time of its disclosure or would reasonably be considered confidential in the industries in which the Disclosing Party operates (“Confidential Information”). The Parties acknowledge that Customer is a public entity subject to Nevada’s Public Records Act pursuant to NRS Chapter 239. Accordingly, information and documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made confidential by law or a common law balancing of interest. Additionally, this Agreement will be posted for public access and review to allow for approval/ratification of the Agreement by Customer’s governing body pursuant to NRS. To the extent permitted by law, for a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party shall only use the Disclosing Party’s Confidential Information to perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party without the written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its and its affiliates’ employees (“Representatives”) who have a need to know such Confidential Information provided that such Representatives are bound by written agreements containing obligation to maintain the confidentiality of the Confidential Information consistent with this Agreement. Confidential Information shall not include any information that the Receiving Party can establish: (i) was publicly available at the time of receipt or becomes publicly available after receipt through no fault of the Receiving Party, (ii) was already in the possession of the Receiving Party (as established by written records) before its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information, (iv) becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party which have the right to disclose such Confidential Information and which are under no obligation of confidentiality (direct or indirect) to the Disclosing Party with respect to such Confidential Information; or (v) is disclosed pursuant to a requirement of a government agency, subpoena or other legal proceeding, provided that in the event that the Receiving Party becomes compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy and shall take reasonable and lawful actions to avoid and/or minimize such disclosure.

14. Equal Opportunity Clause.

The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

15. Entire Agreement.

This Agreement represent the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of each party.

16. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Notwithstanding the foregoing,

Supplier may assign this Agreement without such consent to (a) an affiliate or (b) a successor in ownership of all or the portion of its business to which the Agreement relates, whether through corporate reorganization, merger, consolidation, sale of assets and/or sale of stock.

17. Waiver.

The waiver by a party hereto of any breach of or default under any of the provisions of this Agreement shall not be effective unless in writing and the failure of a party to enforce any of the provisions of this Agreement or to exercise any right there under shall not be construed as a waiver of such right.

18. Severability.

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

19. Survival.

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

20. Force Majeure.

Except with respect to a party's indemnification obligation or to Customer's obligation to pay for Products or Systems delivered in accordance with this Agreement, the delay or non-performance of obligations under this Agreement by either party will be excused and shall not constitute a breach or grounds for termination in the event that a party is unable to perform under this Agreement due to events beyond its reasonable control, including strikes, lockouts, or other labor disturbances (legal or illegal), fires, floods or water damage, pandemics, earthquake, riots, governmental acts or orders, interruption of transportation, and inability to obtain materials upon reasonable price.

21. Independent Contractors.

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

22. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Nevada, excluding any provisions thereof relating to choice of law. The parties agree that any disputes between them concerning the interpretation or application of this Agreement will be resolved by binding arbitration under the commercial arbitration rules of the American Arbitration Association. All hearings in the arbitration will be held in Nevada.

23. Termination.

- a. This Agreement, including any incorporated Supplier Schedules, may be terminated by either party, with immediate effect, in the event of insolvency or bankruptcy of the other party, or the appointment of a receiver, trustee, liquidator, or sequestrator of the other party, for any reason.
- b. If either party breaches this Agreement or any incorporated Supplier Schedule (including, in the case of Customer, by failing to pay amounts owed), the non-breaching party may give written notice of the breach to the breaching party. If the breaching party fails to remedy the breach within thirty (30) days following receipt of such notice, the non-breaching party may:
 - i. Terminate one or more of the incorporated Supplier Schedules;
 - ii. Terminate this Agreement;
 - iii. proceed by appropriate legal action, either at law or in equity, to enforce performance by Customer or to recover damages hereunder.
- c. Termination or expiration of this Agreement will not affect any rights or obligations (including the obligation to pay amounts owing hereunder unless Subsection d below is applicable) accrued prior to the date of termination.
- d. This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason, state and/or federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

24. Regulatory; Resale.

Customer understands and agrees that (i) certain Supplier Products and Equipment are intended for laboratory research and evaluation purposes only and Customer will not use such Products and Equipment for any diagnostic use and/or commercial applications or purposes, including without limitation performance of testing services, unless expressly agreed to in writing by Supplier; (ii) Customer will use the Equipment only with Products authorized by Supplier; (iii) Customer will use the Products only with Equipment authorized by Supplier; (iv) Customer will properly test and use any Products purchased from Supplier in accordance with the practices of a reasonable person who is an

expert in the field and in strict compliance with all applicable laws and regulations now and hereinafter enacted; (v) Customer shall comply with all instructions furnished by Supplier relating to the use of the Products and not misuse the Products in any manner; (vi) Customer will not reverse engineer, decompile, disassemble or modify the Products or create derivative works of the Software (as defined below); (vii) Customer will not market, distribute, resell, rent, lease, loan or export the Products or Equipment for any purpose; (viii) Software licenses are not transferable; and (ix) Customer will have no right to use any trademarks owned by or licensed to Supplier without the express written permission of Supplier.

25. Counterparts; Signature.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. In the event that any signature is delivered by electronic signature, facsimile transmission or by e-mail delivery of a ".pdf" format file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature, facsimile or ".pdf" signature page were manually signed. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

26. End-User Equipment Software

Supplier grants Customer a revocable, non-exclusive, non-transferable license to use all software now or hereafter installed by Supplier on the Systems as delivered, including updates and new releases (the "Software") solely in combination with the Systems. Customer may not, without Supplier's prior written consent, (i) sublicense, lease, or lend the Software to any third party or permit any third party to access or use the Software; (ii) make copies of the Software, except for an archive copy; or (iii) decompile, disassemble, reverse engineer or otherwise decode or derive the source code, or create derivative works of the Software. Supplier reserves all rights to the Software not expressly granted herein. Customer agrees to all third-party end-user license agreements for the software included with the Equipment. Customer agrees to facilitate updates to the Software installed in the Systems provided hereunder, at no charge to Customer, upon receipt of Supplier's reasonable request therefor. In the event Customer fails to facilitate any such Software upgrade to Systems. Supplier may, in its discretion, cease providing warranty, repair and/or maintenance services with respect to such Systems.

27. Notices.

Any notices or communications required or permitted to be given to Customer hereunder will be given in writing via email, first class mail or courier. Any notices or communications required or permitted to be given to Supplier hereunder will be sent in writing to DiaSorin Inc., Attn: Vice President, Legal Affairs North America, 1951 Northwestern Avenue, Stillwater, MN 55082. Any notices or communications required or permitted to be given to Customer hereunder will be sent in writing to Southern Nevada Health District, Attn: Contract Administrator, Legal Dept., Las Vegas, Nevada 89107.

28. Statement of Eligibility.

Each party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its employees/contractors is/are : i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

FOR INFORMATION ONLY

Supplier Schedule Q-47206

DiaSorin Affiliate: DiaSorin Inc.

Customer: Southern Nevada Health District

Date: 12 June 2024

Account #: 52807-1

This Supplier Schedule ("Schedule") shall be effective as of the date of full execution hereof (the "Effective Date"), and is subject to the terms of the Master Supply Agreement between DiaSorin Inc. and Customer (the "Agreement"). All terms used but not otherwise defined herein shall have the meanings accorded to them in the Agreement. This Supplier Schedule shall replace and supersede any prior agreement in place between the parties relating to subject matter hereof.

1. Equipment; Equipment Placement:

Part Number	Description	Quantity	Unit Price	Extended Price	Estimated Delivery Date
I0050	LIAISON XL ANALYZER	1.00	\$90,680.00	\$90,680.00	Approx. 4 weeks after PO is received by Supplier

Acquisition Model: **Capital Purchase w/ Product Supply**

LIS Allowance

Part Number	Description	Quantity	Maximum Allowance
LISALL12	LIS Allowance	1.00	\$7,500.00

Supplier will provide necessary specifications for interface. Customer is responsible for selection and purchase of LIS.

Upon Customer's request, which must be received within six (6) months following the Effective Date, Supplier will reimburse Customer in accordance with the above table for the actual out-of-pocket cost of establishing an electronic connection through an interface between Customer's Laboratory Information System ("LIS") and one (1) or more Systems provided hereunder (the "Interface Service"), subject to Customer providing Supplier with written documentation reflecting such costs in a timely manner, and in a form and format reasonably acceptable to Supplier. The parties agree that, consistent with guidance from the Department of Health and Human Services Office of the Inspector General, the Interface Service has no independent value to Customer beyond utilization of the System(s) provided from Supplier to Customer hereunder, Customer's use of the Interface Service is limited to sending and receiving data between Customer's LIS and the System(s), and the Interface Service is integrally related to Supplier's provision of the System(s) and Customer's use of the System(s). As such, the Interface Service has no independent value to Customer apart from Customer's use of the System(s), and Customer shall use the Interface Service only in relation to the System(s), and for no other purposes. Notwithstanding anything to the contrary contained in this Agreement, Customer shall be responsible for any damage to the System(s) resulting from the Interface Service, and agrees to indemnify Supplier against any third party claims arising as a result of the Interface Service.

2. Equipment Service:

- a. Following the Equipment Warranty Period, Equipment Service will be provided in accordance with the attached Equipment Service Addendum.
- b. Following the Warranty Period, and continuing for the remainder of the Initial Term or any extension thereof, Customer shall pay an Equipment Service Fee equal to \$18,600.00 per System, per year.
- c. Immediately following the Commencement Date, Customer shall provide a purchase order covering the total Equipment Service Fee due and payable for the entirety of the Initial Term. Notwithstanding the foregoing, Supplier shall invoice the Equipment Service Fee in advance on an annual basis prior to each anniversary of this Schedule.
- d. Supplier reserves the right to suspend or terminate Equipment Service if the Equipment Service Fee is not paid prior to the start each year.

3. **Term:**

Initial Term: **60 months**

The Initial Term shall commence upon the later of installation of the System(s) and full execution of this Supplier Schedule (“Commencement Date”). After the Initial Term, this Schedule shall renew automatically for successive one-year periods (the “**Renewal Periods**”), unless either party gives written notice of non-renewal at least thirty (30) days prior to the end of the Initial Period or any Renewal Period, as applicable.

4. **Products and Pricing (shall supersede and replace all prior pricing):**

Consumables:

Product Number	Description	Quantity	Price/Each
319100	LIAISON WASH/SYSTEM LIQUID	0.00	\$0.00
319200	LIAISON STARTER KIT WITH RFID	0.00	\$0.00
X0005	LIQUI-NOX 1 QT	0.00	\$0.00
X0015	LIAISON XL DISPOSABLE TIPS	0.00	\$0.00
X0016	LIAISON XL CUVETTES	0.00	\$0.00
X0025	LIAISON XL SOLID WASTE BIOHAZ BAGS	0.00	\$0.00

AGREED AND ACCEPTED:

DiaSorin Inc.

Customer

By:

By:

Name:		Name:	Fermin Leguen, MD, MPH
Title:		Title:	District Health Officer

Date:

Date:

FOR INFORMATION ONLY

Supplier Schedule Q-47206
DiaSorin Inc. Equipment Service Addendum

1. Defined Terms

“**Repair Services**” means services performed at Customer’s location to troubleshoot and identify performance problems, and to repair the Equipment in order to meet the manufacturer’s published specifications that accompany Equipment. Repair Services include the Equipment Parts, labor and travel expenses for DiaSorin personnel.

“**Preventative Maintenance (PM) Service**” means an on-site scheduled visit to Customer’s location for the purpose of examining and performing preventative maintenance for Equipment. PM Service may be performed in conjunction with Repair Services and includes all Equipment Parts, labor and travel expenses for DiaSorin personnel.

“**Modification**” means required technical service bulletins that modify the hardware of the Equipment.

“**Service Parts**” means replacement components incorporated into Equipment in connection with Repair Services or Preventative Maintenance Service provided under this Agreement.

“**Service Program**” means a standardized combination of Repair and Preventative Maintenance Services offered by DiaSorin as set forth in the attached Exhibit.

“**Services**” means Repair Services and Preventative Maintenance Services performed under the terms of this Agreement and the relevant Service Program, as well as maintenance and support services provided by DiaSorin outside of a Service Program on a time and materials basis.

2. Phone Support

Region	Service Hours	Phone Number
United States	Monday – Friday 8am – 5pm	Toll Free: 1-800- 328-1482

3. Service Hours

All Services are provided during regular business hours Monday – Friday excluding DiaSorin designated holidays. Upon determination by DiaSorin that on-site service is required, Services will be provided within two (2) business days.

4. Preventative Maintenance

Preventative Maintenance will be provided in accordance with manufacturer specifications and in accordance with a mutually agreed upon schedule.

5. Equipment Parts

Exchanged Service Parts shall become the property of DiaSorin.

6. Unscheduled and Extended Maintenance Services

Customer may request additional maintenance services beyond that provided under a Service Program. In the event DiaSorin agrees to provide such Services, Customer agrees to pay DiaSorin’s then current hourly labor rates, Service Part rates and travel expenses for any such Services.

7. Exclusions

Excluded from this Agreement are Services provided due to damage or Equipment failure related to (1) accident, misuse, neglect, fire, war, power outages or electrical problems that are external to the Equipment or failure of Customer to use or maintain the Equipment in compliance with published user instructions, (2) acts of God, (3) unauthorized relocation of the Equipment, (4) unauthorized alterations to the Equipment, (5) use of chemicals that are not used for normal operation of the Equipment, (6) use of third party hardware or software that are not part of the Equipment, or (7) service provided by a party other than DiaSorin or its designee (except

for routine operational maintenance by Customer as set forth in the user operation manual). In the event Services are provided due to one or more of the above reasons, Customer will be charged at DiaSorin's then standard rates.

8. Access and Customer /Responsibilities

Customer shall provide DiaSorin with full on-site access to Equipment when requested, and to provide, at no charge to DiaSorin, sufficient working space, electricity, telephone services and other facilities and support reasonably necessary to enable DiaSorin to perform the Services. Customer shall also make available to DiaSorin, for consultation, employees of Customer having familiarity with the Equipment, as required. DiaSorin shall not be liable for any failure or delay in performance due to any cause beyond its control.

9. Limited Warranty and Limitation of Liability

- a. DiaSorin warrants that it will render Services hereunder in a good and workmanlike manner. As DiaSorin's sole responsibility and Customer's exclusive remedy in the event of any material failure to meet such standard, DiaSorin shall make a reasonable effort to remedy any resulting discrepancies. Any claim based on the foregoing warranty must be submitted in writing in accordance with DiaSorin standard procedures within thirty (30) days after delivery of the pertinent Services at issue.
- b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DIASORIN MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE RESPECTING THE SERVICES PROVIDED HEREUNDER.

FOR INFORMATION ONLY