

EXHIBIT A

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. Scope of Services

This Agreement between County of Monterey (“County”) and Life Technologies Corporation is for the recertification, annual certification, and preventative maintenance as requested and approved by County. As the **7500FAST DX is a Class 2 Medical Device, there are stricter requirements** for proper care and timely completion of PM and qualification services. According to the 510 K clearance language of this system the calibration (and follow on qualification) must be completed by an AB engineer as defined in **Exhibit B, page 2, Section 6**.

CONTRACTOR shall provide the following with:

A. Maintenance

1. Parts, labor and travel for remedial repair.
2. No charge for annual planned maintenance visit(s). One planned maintenance visit.
3. The annual planned maintenance (PM) visit is automatically opened and will be performed within the contract period.
4. Should you have an immediate need to request and/or schedule your PM, please contact our Instrument Care Center at 800-955-6288 option 3, 1 or email them at InstrumentServices@Lifetech.com to schedule. This Planned Maintenance visit ensures optimal performance of your instrument, often preventing major breakdowns before they happen.
3. Guaranteed priority response time of 2 business days after receipt of a service call for instruments located in Life Technologies' Service Zones
4. Target response time of 2 business days for remedial repairs outside of Zones 1 and 2. Life Technologies will use reasonable efforts to respond within 2 business days from receipt of a service call.
5. Operational Qualification/Instrument Performance Verification (OQ/IPV) service at no cost to customer during the plan period, as required

B. Technical Support

1. Priority telephone and email access to instrument technical support.
2. Telephone and email access to application technical support.
3. Instrument recalibration as required.

If Life Technologies fails to arrive at the instrument location within Zone 1 or Zone 2 within 2 business days for reasons other than customer's failure to provide access to Life Technologies or causes beyond the reasonable control of Life Technologies, Life Technologies will provide customer a service plan renewal credit in an amount equivalent to one day's pro-rated charge for each day Life Technologies' response is late.

A service call must be received by LT's service center before 2:00 PM local time (U.S.A. Eastern, Central, Mountain, or Pacific time) for priority response time service. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the service plan covering the instrument with respect to which the service call was made. If a service plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to

which the service call was made. The credit may be used by customer when renewing its current service plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, LT's Service Plan Administrator must receive notice in writing (email notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the service plan period in which the credit was earned. The credit described above is LT's sole obligation and customer's sole remedy for failure of LT to respond to a service call within two business days for the LT Instrument Services for Diagnostics Plan. The address of LT's Service Plan Administrator is Life Technologies Service Plan Administrator, 6065 Sunol Blvd, Pleasanton, CA 94566

II. Term of the Agreement

The term of this Agreement shall be **October 12, 2016 through October 11, 2019** unless sooner terminated pursuant to the terms of this Agreement.

IV. Payment Provisions

1. For the software licensing maintenance/support and technical support, the maximum obligation of the County will be **\$ 27,000.00**. The payment conditions as specified in Section 6 of the body of this Agreement shall apply. Agreement cost breakdown is as follows:

Qty	Equipment Description Effective Dates	Serial Number	Coverage	Cost
1	7500FAST DX Service 10/12/2016 to 10/11/2017 Year One – Contract Year	275030244	AB Assurance, 2OQ, One Preventive Maintenance	Year One - \$9,000.00 Payments: <ul style="list-style-type: none"> • Quarter 1 – \$2.250.00 • Quarter 2 – \$2.250.00 • Quarter 3 – \$2.250.00 • Quarter 4 – \$2.250.00
1	7500FAST DX Service 10/12/2016 to 10/11/2018 Year Two – Contract Year	275030244	AB Assurance, 2OQ, One Preventive Maintenance	Year Two - \$9,000.00 Payments: <ul style="list-style-type: none"> • Quarter 1 – \$2.250.00 • Quarter 2 – \$2.250.00 • Quarter 3 – \$2.250.00 • Quarter 4 – \$2.250.00
1	7500FAST DX Service 10/12/2016 to 10/11/2019 Year Three – Contract Year	275030244	AB Assurance, 2OQ, One Preventive Maintenance	Year Three - \$9,000.00 Payments: <ul style="list-style-type: none"> • Quarter 1 – \$2.250.00 • Quarter 2 – \$2.250.00 • Quarter 3 – \$2.250.00 • Quarter 4 – \$2.250.00
		Total Amount		\$ 27,000.00

1. The recertification of the instrument is an essential element of the services. As the instrument has not been under a service plan for approximately five (5) years, there may be some additional costs incurred to ensure the full certification of the instrument. For those additional costs, the County will be advised of the potential costs and must provide written approval for such costs prior to the costs being incurred.

2. Reimbursement may only be sought for those cost and/or cost categories expressly identified as allowable in this agreement including travel costs approved by the County of Monterey.
3. Any tax, such as sales and use taxes, exclusive of property and income taxes, that CONTRACTOR is required to collect or pay based upon the sale or delivery of products or services under this Agreement shall be paid by County to CONTRACTOR, or County shall pay directly to the taxing agency with proof of payment provided to CONTRACTOR. This obligation extends retroactively if so assessed by a taxing agency.
4. Invoices shall be mailed to:

Monterey County Health Department, Public Health
Attention: Fiscal Unit
1270 Natividad Road
Salinas, CA 93906

IV. Service Plans

1. General Service Plan Information.

- a. Contractor will provide post-product warranty maintenance and repair instrument service plans (“Service Plans”). Service Plans cover only Contractor’s instruments and do not include ancillary equipment, even if Contractor supplied them, unless Contractor states otherwise in its quotation. Contractor’s Service Plans do not cover the replacement of consumables.
- b. Contractor’s Service Plans do not cover replacement of parts or repairs needed for defects or damage resulting from (i) the County’s neglect, carelessness, or misuse, for example, connecting the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, using incompatible solvents or samples with the instrument, operating the instrument not in conformance with Contractor’s instructions or specifications, or the County’s improper or inadequate maintenance of the instrument; (ii) installation of software or use in combination with software or products that Contractor did not supply or authorize; (iii) modification, repair, service transfer to another location of the instrument that the County or the County’s employees, agents or an unauthorized contractor made; (iv) intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations; from acts of nature or accident; or (v) any defects or damage that Contractor did not cause.
- c. The County may cancel the Service Plan for “Good Cause” as provided for in Section 7.02 of the County of Monterey Standard Agreement. Or, Contractor may cancel the Service Plan by sending a written notice of cancellation to the County thirty (30) days before the cancellation becomes effective. However, Contractor may immediately terminate a Service Plan if the instrument covered by the Service Plan is transferred to another location without Contractor’s advance written consent. If a Service Plan is cancelled, Contractor will charge the County for the total price of services actually performed and expenses actually and reasonably incurred in servicing the covered

equipment under the underlying Service Plan from its effective date until the cancellation date or the prorated price of the underlying Service Plan from its effective date until the cancellation date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Service Plan. Contractor will credit the County for any payment that the County made to Contractor in excess of this amount and the County may use the credit toward future purchases from Contractor for instruments, consumables or Service Plans. Contractor does not provide cash refunds on account of the early cancellation of any Service Plan or other agreement for instrument services.

2. **Scheduling.** Contractor provides instrument services Monday through Friday, 8:00 a.m. to 5:00 p.m. (local time), excluding holidays, and Contractor will work with the County to schedule instrument services at a time that is mutually convenient.
3. **Decontamination and Safe Working Environment.** Before Contractor performs any instrument services on the County's instrument, the County will fully decontaminate the instrument or its component of radioactive, biological, toxic or other dangerous materials or substances or any material and, if Contractor requests, the County will submit to Contractor an accurate and completed certificate of decontamination. If Contractor requests, the County agrees to move the instrument to another location that Contractor reasonably deems is safe for its employees to perform instrument services. Contractor does not service instruments in biosafety level-3 laboratories, unless Contractor agrees otherwise in writing in advance. There may be an additional charge and additional terms for instrument services in such facilities. Contractor does not service instruments in biosafety level-4 laboratories.
4. **Spare Parts.** Contractor will repair or replace any parts of the instrument on the basis of which approach will provide the County with the best service. Contractor may use new, used, or reconditioned parts. Contractor may retain any replaced part as Contractor's property.
5. **Support.** Technical and application support through telephone and email is available during normal working hours (5:00 AM to 5:00 PM PST), excluding holidays.
6. **Planned Maintenance Services.** Contractor will perform planned maintenance services ("PM") in accordance with Contractor's PM procedures and checklist for the instrument or component that Contractor is servicing.
7. **Relocation Services.** Contractor offers relocation services on a time and materials basis. Contractor will de-install and re-install the County's instruments, but the County is responsible for the transport of the County's instrument to the new location.