

Cost Per Reportable Agreement (Test Materials & Service) between
Olympus America Inc., Diagnostic Systems Products Group ("OLYMPUS") and
San Mateo Medical Center (the "Customer")
222 West 39th Avenue San Mateo, CA 94403 (the "Customer Location")

This Cost Per Reportable Agreement including the Terms & Conditions and Exhibits attached hereto (collectively this "CPR Agreement") provides, for the duration of the CPR Period, the Service and Test Materials that are required to perform the Customer Commitment of patient tests on the Analyzers which are owned or leased by the Customer.

KEY DEFINITIONS

- (a) "Analyzer(s)": the following type and quantity of OLYMPUS® chemistry systems: One (1) AU400e Chemistry System and One (1) AU640e Chemistry System.
- (b) "Commencement Date": _____
- (c) "CPR Period": the 60-month period beginning on the Commencement Date.
- (d) "Customer Commitment": the minimum number of Reportable Patient Tests that the Customer will perform monthly for each test method selected, as indicated on Exhibit 1 attached hereto.
- (e) "Excess Monthly Payment": an additional amount billed to the Customer monthly for Reportable Patient Tests performed in excess of the Customer Commitment. Each excess RPT will be charged to the Customer at the corresponding price per RPT specified on Exhibit 1 attached hereto.
- (f) "Minimum Monthly Payment": \$6,237.47; as calculated on Exhibit 1 attached hereto. The Minimum Monthly Payment is subject to change in accordance with Section 10.
- (g) "Monthly Usage Report": the written monthly statement provided by the Customer to OLYMPUS indicating the Reportable Patient Tests for each test method processed on the Analyzer(s) during the immediately preceding month.
- (h) "Reportable Patient Test" or "RPT": any patient test from the test methods listed on Exhibit 1 attached hereto which is processed by the Customer on the Analyzer(s) during the CPR Period. Calibrator tests, control tests, or repeat patient tests are not considered Reportable Patient Tests.
- (i) "Service": as described in Section 3.
- (j) "Test Materials": those reagents, calibrators, and consumables set forth on Exhibit 2 attached hereto (which may be modified from time to time by OLYMPUS upon ten days' notice to reflect new, removed, and/or substitute items).

IMPORTANT

THE CUSTOMER AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CPR AGREEMENT. THIS CPR AGREEMENT SHALL BE NONCANCELLABLE BY THE CUSTOMER. NOTWITHSTANDING DELIVERY OF THE ANALYZER(S) TO THE CUSTOMER, THIS CPR AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY OLYMPUS AT ITS OFFICE IN NEW YORK.

OLYMPUS AMERICA INC. Diagnostic Systems Products Group	CUSTOMER:
By: _____	By: <u>Nancy Steiger</u>
Name: _____	Name: <u>CEO NANCY STEIGER</u>
Title: _____	Title: <u>CEO</u>
Date: _____	Date: <u>12/5/06</u>

THIS CPR AGREEMENT IS A CONFIDENTIAL AND PROPRIETARY UTILIZATION-BASED PROGRAM. THIS DOCUMENT MUST NOT BE COPIED OR DISTRIBUTED BY THE CUSTOMER TO ANYONE OTHER THAN CUSTOMER PERSONNEL INVOLVED IN ITS REVIEW.

TERMS & CONDITIONS

1. Delivery. All Test Materials will be delivered via two-day carrier, F.O.B. shipping point. Within five business days after the Commencement Date, OLYMPUS will ship to the Customer a Test Materials start-up kit. Thereafter, within 30 days after receipt by OLYMPUS from the Customer of the Monthly Usage Report and the Customer's next order (monthly or quarterly), OLYMPUS shall replenish the Customer's inventory accordingly. Quarterly, on or before the tenth (10th) day of January, April, July, and October, the Customer shall provide Olympus with a physical inventory statement of all Test Materials at the Customer Location and/or otherwise in the Customer's possession.

2. Payment.

(a) General. The final Minimum Monthly Payment is due and payable by the Customer in advance upon execution of this CPR Agreement. This advance payment shall (a) be deemed to have been earned by OLYMPUS immediately upon OLYMPUS's receipt thereof and (b) be applied immediately to satisfy the Customer's obligations to make such final Minimum Monthly Payment hereunder and (c) not be refundable to the Customer under any circumstances, including without limitation any early termination of this CPR Agreement for any reason. The initial Minimum Monthly Payment (or pro rata portion thereof) is due on the Commencement Date. Thereafter, the Customer shall deliver the Monthly Usage Report to OLYMPUS by no later than the third (3rd) day of each month of the CPR Period (the third day of the first month after expiration/termination of the CPR Period with respect to the Monthly Usage Report for the final month of the CPR Period). OLYMPUS will invoice the Customer each month for such month's Minimum Monthly Payment and the Excess Monthly Payment relating to the immediately preceding month. Such invoice will be due and payable within 30 days. The Customer agrees that its obligation to pay all amounts billed under this CPR Agreement shall be absolute, without deduction or set off, unconditional, and noncancelable. No failure of or delay by OLYMPUS shall excuse or relieve the Customer from making any payment due to OLYMPUS.

(b) Taxes. Tax-exempt status must be substantiated by a copy of the Customer's tax-exempt certificate. If (a) the Customer is not tax-exempt, (b) the Customer loses its tax-exempt status or is acquired by an entity which is not tax-exempt, or (c) a taxing authority imposing a tax does not permit OLYMPUS to obtain the benefit of the Customer's tax exemption; then (i) the payments hereunder are to be net to OLYMPUS, and (ii) the Customer shall pay directly, or to OLYMPUS, all license and registration fees, sales, use, personal property and all other taxes, which during the CPR Period may be assessed upon this CPR Agreement or the ownership, rental, purchase, possession or use of the Test Materials. In the event that any of the foregoing fees and/or taxes is imposed upon OLYMPUS, such fees and/or taxes shall be added to the Customer's monthly invoice. OLYMPUS shall not be obligated to contest any valuation of, or tax imposed on, the Test Materials or this CPR Agreement.

3. Service.

(a) Coverage. Subject to the exceptions, disclaimers, and limitations set forth below and the Customer's obligations set forth in this CPR Agreement, OLYMPUS will furnish the Customer with the following service with respect to the Analyzer(s) ("Service") for the duration of the CPR Period:

- OLYMPUS will, at no charge and at its option, repair or replace an Analyzer that is found to be defective in materials or workmanship, or non-conforming to OLYMPUS-published specifications (as amended from time to time), provided that OLYMPUS's investigation and inspection disclose that such defect or non-conformity developed under normal and proper use.
- 24-hours a day, seven days a week service with 24-hour response time.
- Use of OLYMPUS's 24-hour Technical Support Hotline.
- Two preventive maintenance visits during each year of the CPR Period.

(b) Exceptions. Excluded from Service and not warranted by OLYMPUS in any fashion, either express, implied, or by statute, are:

- components, parts, and materials not supplied and installed by OLYMPUS as part of the original standard Analyzer configuration;
- any Analyzer(s) which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than OLYMPUS's own authorized service personnel unless repair by others is made with the written consent of OLYMPUS;
- defects or damage to the Analyzer(s) resulting from misuse, abuse, negligence, improper storage, non-performance of scheduled operator and maintenance items, or use of non-OLYMPUS brand accessories, reagents, calibrators, consumables, or supplies;
- supplies, Test Materials, and ancillary product(s); and

- software programs.

(c) Test Materials. Subject to the disclaimers and limitations set forth below, Test Materials will, under normal and proper use, meet then-current published specifications. Test Materials which, according to OLYMPUS investigation and laboratory testing, fail to conform to then-current published specifications shall be replaced, at no charge, provided (i) the Customer has followed the instructions contained in the Test Materials package inserts (including without limitation the storage instructions), (ii) the Test Materials have not been tampered with, altered, changed, or modified, and (iii) the stated shelf-life has not expired. The replacement of non-conforming Test Materials shall be OLYMPUS's sole liability and the Customer's exclusive remedy hereunder.

(d) Access to Analyzer(s). OLYMPUS shall have free access to the Analyzer(s) and any ancillary products at all reasonable times to inspect, repair or service. The Customer shall not authorize anyone other than OLYMPUS personnel to perform any service or repair. Any attempt to service or repair any Analyzer(s) by an unauthorized entity shall void OLYMPUS's obligation to provide Service under this CPR Agreement and cause the Analyzer(s) to be repaired at the Customer's sole cost and expense.

(e) Disclaimers and Limitations. EXCEPT FOR THE SERVICE SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED HEREIN AND THE TEST MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE TEST MATERIALS OR ANY PART THEREOF OR THE MERCHANTABILITY OF THE TEST MATERIALS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT. OLYMPUS DOES NOT WARRANT THAT SOFTWARE WILL BE ERROR-FREE AND/OR UNINTERRUPTED. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THE CPR PERIOD. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE CUSTOMER. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

Representations and warranties made by any person, including but not limited to representatives, salespersons, or agents of OLYMPUS, which are inconsistent or in conflict with or in addition to the terms of Service, shall not be binding upon OLYMPUS unless reduced to writing and approved by an expressly authorized officer of OLYMPUS. The Customer acknowledges and agrees that OLYMPUS's sole liability and the Customer's exclusive remedy shall be limited to this Section 3. OLYMPUS reserves the right to use reconditioned, refurbished, and/or serviceable used parts (that meet OLYMPUS's quality assurance standards) for repairs hereunder. OLYMPUS may make any internal or external design and/or feature changes on or to its products without any liability or obligation to incorporate such changes on or to the Analyzer(s) or Test Materials.

4. Ownership. The Test Materials supplied under this CPR Agreement are owned exclusively by OLYMPUS. Therefore, the Customer shall (a) keep the Test Materials in its sole possession and control, (b) have no interest whatsoever in the Test Materials other than the rights granted in this CPR Agreement, (c) keep the Test Materials free and clear of all liens and encumbrances, (d) not move the Test Materials from the Customer Location without the prior written consent of OLYMPUS, (e) take appropriate action to store, maintain, and protect the Test Materials in accordance with instructions in the applicable manuals and reagent package inserts, and (f) display in a prominent position a notice that the Test Materials are the exclusive property of Olympus. All Test Materials shall remain the exclusive property of OLYMPUS until used by the Customer for patient testing procedures.

5. Security Interest. The Customer shall execute and deliver such further documents as reasonably requested by OLYMPUS to more fully protect OLYMPUS's ownership of the Test Materials. Notwithstanding that OLYMPUS is the owner of and retains title to the Test Materials, to provide for public notice OLYMPUS may file Uniform Commercial Code financing statements disclosing OLYMPUS's interest in the Test Materials and the Customer shall execute any financing statements requested by OLYMPUS. In the event OLYMPUS is deemed not to have title to the Test Materials, the Customer hereby conveys a security interest in the Test Materials (and all proceeds thereof) in favor of OLYMPUS to secure all obligations of the Customer to OLYMPUS.

6. Risk of Loss. The Customer assumes and shall be responsible for all risks of physical damage to or loss or destruction of the Test Materials however, whenever, and by whomever caused. The Customer shall, at its own expense, keep in effect an All Risk Insurance Policy, with a rated insurance company acceptable to OLYMPUS, covering the Test Materials for full replacement cost. OLYMPUS shall be named as an additional insured and loss payee under such policy with a 30-day notice in the event of cancellation, modification, or termination.

7. Events of Default. Any of the following events or conditions shall constitute an event of default hereunder: (i) OLYMPUS has not received any Minimum Monthly Payment, Excess Monthly Payment, or other payment, in full, within ten days after its due date; or (ii) the Customer fails to accurately or promptly report to OLYMPUS the number of actual Reportable Patient Tests; or (iii) the Customer or any guarantor becomes insolvent, is liquidated or dissolved, stops doing business or assigns its rights or property for the benefit of creditors; or (iv) a petition is filed by or against the Customer or any guarantor under any section or chapter of the United States Code or any successor or similar law; or (v) the Customer (or any affiliate of the Customer) is in default of or fails to fulfill the terms of any other agreement between the Customer and OLYMPUS or any affiliate of either; or (vi) without OLYMPUS's consent, the Customer attempts to remove, sell, transfer, encumber, part with possession of, or sublet the Test Materials; or (vii) the Customer or any guarantor violates any other term or condition of this CPR Agreement or any guarantee and fails to correct such violation within ten days after written notice from OLYMPUS.

8. Termination & Remedies. Upon expiration of this CPR Agreement or earlier if this CPR Agreement is terminated by OLYMPUS upon the occurrence of an event of default (as defined in Section 7), OLYMPUS may, at OLYMPUS's sole discretion, exercise any and/or all of the following remedies: (a) require the Customer to pay OLYMPUS, without deduction or set off, all sums due hereunder plus the cost of all Test Materials in (i) opened shipping containers and (ii) unopened shipping containers with an expiration date of less than 90 days; (b) remove from the Customer Location and to take immediate possession of, with or without the process of law, all Test Materials in originally sealed and unopened containers having an expiration date of greater than 90 days ("90-day Test Materials"); and/or (c) pursue any other remedy at law or in equity. The Customer's obligations hereunder shall not abate by reason of OLYMPUS's taking of possession of the 90-day Test Materials or for any other reason. In the event the Customer fails to return the Test Materials upon expiration or earlier termination of this CPR Agreement, OLYMPUS or its designee may enter upon the premises where the 90-day Test Materials are located, with or without demand or legal process, and peacefully repossess the 90-day Test Materials, free from all claims by the Customer and without liability for trespass, conversion, refund, or damages. The Customer agrees to pay to OLYMPUS all costs and expenses, including reasonable attorneys' fees, incurred by OLYMPUS in exercising any or all of its rights or remedies or in collecting and setting off money due or to become due under this CPR Agreement. All rights and remedies hereunder are cumulative and may be enforced separately or concurrently and from time to time. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Moreover, in the event of early termination of this CPR Agreement in accordance with this Section, the Customer shall also be obligated to immediately pay to OLYMPUS, as liquidated damages for loss of a bargain and not as a penalty, the Minimum Monthly Payments and the Excess Monthly Payments for the remaining balance of the CPR Period. Furthermore, all other costs and expenses incurred by OLYMPUS under this CPR Agreement (including without limitation attorneys' fees and court costs incurred by OLYMPUS in enforcing this CPR Agreement) shall be promptly reimbursed by the Customer to OLYMPUS.

9. Maintenance. The Customer shall perform, in a timely fashion, all prescribed maintenance protocols on each Analyzer along with any supplementary procedures recommended by OLYMPUS in writing. If OLYMPUS determines that the Customer has failed to comply with the maintenance protocols or any recommendations for supplementary procedures for the Analyzer(s), the Customer will be required to return such Analyzer(s) to completed maintenance status within ten business days of receipt of notice of noncompliance. The Customer agrees to maintain the Analyzer(s) and any ancillary products in good repair and store and use the Test Materials provided by OLYMPUS in accordance with all applicable laws, regulations, and manufacturer's instructions.

10. Efficiency. The Customer understands and agrees that as a material inducement for OLYMPUS to enter into this CPR Agreement, the Customer has an obligation to use its best efforts to maintain and operate the Analyzer(s) in such a manner as to achieve 100% efficiency in normal operation. OLYMPUS shall calculate the actual efficiency of the Customer's operation at the end of each quarter of the CPR Period. OLYMPUS will supply a quarterly Cost Management Report (Exhibit 3) comparing the Customer's efficiency to the optimal efficiency level. If the Customer's efficiency level during such quarter is greater than or less than the optimal efficiency level by more than 20%, OLYMPUS will provide notice to the Customer that if, during the next quarter, the Customer's efficiency level again is greater than or less than the optimal efficiency level by more than 20%, the prices per Reportable Patient Test will be increased or decreased, as the case may be, by an amount equivalent to that quarter's percentage under or over 20%, retroactive from the date of such inefficiency notice from OLYMPUS. In addition, if the amount of actual Reportable Patient Tests performed for all test methods during a CPR Period quarter exceeds or fails to achieve the

aggregate Customer Commitment for all test methods for that quarter, OLYMPUS may adjust all pricing. Except as otherwise provided in this CPR Agreement (including but not limited to this Section 10), prices listed in this CPR Agreement will remain firm for the Term of the CPR Period.

11. Audit. OLYMPUS shall have the right, upon reasonable notice, to audit the Customer's Reportable Patient Test records and inventory of the Test Materials, during normal business hours once during each calendar quarter. The Customer will provide all information reasonably required to perform such audits. OLYMPUS's audit rights shall survive the expiration or termination of this CPR Agreement for a period of six months.

12. Assignment. The Customer shall not assign, pledge, encumber, sublease or transfer its rights under this CPR Agreement without the prior written consent of OLYMPUS, which consent may be granted or denied in OLYMPUS's sole discretion. The Customer agrees that OLYMPUS may assign this CPR Agreement. The Customer's obligation to such assignee shall not be subject to any abatement, offset, defense, or counterclaim.

13. Confidentiality. The Customer agrees to keep strictly confidential the provisions of this CPR Agreement and any other information relating to the pricing and structure of this transaction. This obligation of confidentiality shall be in effect from the date the Customer executes this CPR Agreement and shall continue for a period of five (5) years thereafter, except that such obligation shall not apply to information that is publicly available through no fault of the Customer or that must be disclosed under operation of law.

14. Entire Agreement. This CPR Agreement (including all Exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter of this CPR Agreement, supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter, and shall not be modified, amended or waived in whole or in part, except by a written instrument (which states that it is an amendment) signed by OLYMPUS and the Customer. Any standard printed forms or other documents of either party (such as those contained on a quotation, proposal, purchase order, or invoice) shall have no force or effect unless such form or document specifically states that it is an amendment to this CPR Agreement and is signed by an authorized signatory of each party. The waiver of a breach of any provision of this CPR Agreement will not be a waiver of any subsequent breach of the same or any other provision hereof.

15. Governing Law. This CPR Agreement shall be deemed to have been entered into and fully performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard for the conflicts of laws rules thereof. The Customer agrees that all controversies, disputes and claims arising out of this transaction or the breach or threatened breach of this CPR Agreement shall be adjudicated exclusively by a court of competent jurisdiction within the County of Suffolk, State of New York or the United States District Court in the Eastern District of New York, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. The Customer irrevocably consents to the jurisdiction and venue of the state and federal courts of New York and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

16. Limitation on Liability. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT SELECTION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CPR AGREEMENT.

17. Disclosure of Discounts. This CPR Agreement may reflect discounts or reductions in price with respect to the Test Materials and Service provided to the Customer hereunder; and interest. The Customer is obligated to properly disclose and appropriately reflect the net value or reduced prices of capital equipment, services, and supplies on applicable cost reports or in charges to Medicare, Medicaid, and other federal health insurance programs or state health insurance programs (collectively, "Insurance Programs") in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3). If the Customer requires any further information, the Customer may contact OLYMPUS and such information will be provided to the Customer.

18. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this CPR Agreement. This CPR Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this CPR Agreement.

11. **Assignment.** OLYMPIUS shall have the right, upon reasonable notice, to assign its obligations under this Agreement to a third party. The Customer shall have the right, upon reasonable notice, to assign its obligations under this Agreement to a third party. The Customer shall have the right, upon reasonable notice, to assign its obligations under this Agreement to a third party. The Customer shall have the right, upon reasonable notice, to assign its obligations under this Agreement to a third party.

12. **Confidentiality.** The Customer agrees to keep strictly confidential the provisions of this CPR Agreement and any other information relating to the pricing and structure of this transaction. This obligation of confidentiality shall survive the termination, expiration or expiration of this CPR Agreement and shall continue for a period of five (5) years thereafter, except that such obligations shall not apply to information that is publicly available through no fault of the Customer or that must be disclosed under operation of law.

13. **Entire Agreement.** This CPR Agreement (including all exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter of this CPR Agreement, supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements relating to the subject matter, and shall not be modified, amended or waived in whole or in part, except by a written instrument (which must be in an instrument) signed by OLYMPIUS and the Customer. Any standard printed form or other document or other document or other party (such as those contained on a purchase order, purchase order or invoice) shall have no force or effect unless such form or document specifically states that it is an amendment to this CPR Agreement and is signed by an authorized signatory of each party. The waiver of a part of this provision of this CPR Agreement will not be a waiver of any subsequent breach of the same or any other provision hereof.

14. **Governing Law.** This CPR Agreement shall be deemed to have been entered into and fully performed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York without regard for the conflict of laws rules thereof. The Customer agrees that all controversies, disputes and claims arising out of this transaction or the breach or non-performance of this CPR Agreement shall be adjudicated exclusively by a court of competent jurisdiction within the County of Suffolk, State of New York or the United States District Court in the Eastern District of New York, except that any judgment in any such action may be entered in other jurisdictions by suit or in any other venue of record. The Customer irrevocably consents to the jurisdiction and venue of the state and federal courts of New York and agrees to waive any right to seek a transfer of venue for any reason or to claim that the forum is inconvenient.

15. **Limitation of Liability.** THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPIUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT OR PRODUCT DEFECTS, WHETHER LIABILITY IS ASSERTED IN CONTRACT TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), WARRANTY, OR OTHERWISE. NO EVENT SHALL OLYMPIUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPIUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS CPR AGREEMENT.

16. **Indemnification.** The CPR Agreement may reflect discounts or rebates in price with respect to the Test Materials and Services provided to the Customer furnished and tested. The Customer is obligated to promptly disclose any changes to medical, medical, and other federal health research programs or state health research programs (collectively, "Research Programs") in accordance with Section 1158B(b)(3) of the Social Security Act (42 U.S.C. §1320a-1(b)(3)). If the Customer requires any further information, the Customer may contact OLYMPIUS and such information will be provided to the Customer.

In the event that the Contractor does not elect to purchase a particular month of the CPW Period, the price for applicable Patent Test for Level 1-3 will default to the maximum of the price for the remainder of such month of the CPW Period. The price for applicable Patent Test for Level 1-3 will default to the price specified above at the end of such month.

For a particular month of the CPW Period, the price for applicable Patent Test for Level 1-3 will default to the maximum of the price for the remainder of such month of the CPW Period.

In the event that the Contractor does not elect to purchase a particular month of the CPW Period, the price for applicable Patent Test for Level 1-3 will default to the maximum of the price for the remainder of such month of the CPW Period.

In the event that the Contractor does not elect to purchase a particular month of the CPW Period, the price for applicable Patent Test for Level 1-3 will default to the maximum of the price for the remainder of such month of the CPW Period.

a Grand Total \$2,204 \$2,204.42

Test Cost/Month \$2,204

Subtotal \$2,204

CPW Price Cost/Month \$2,204

Subtotal \$2,204

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Subtotal \$2,204

Exhibit 1

HVT

Test Methods

	Monthly commitments				Monthly commitments			
LEVEL 1								
Albumin	2,154				Alpha 1 Acid Glycoprotein	0		
Alkaline Phosphatase	2,154				Alpha 1 Antitrypsin	0		
ALT	2,263				Anti-Streptolysin O	0		
AST	2,237				Apolipoprotein A1	0		
Bicarbonate	2,997				Apolipoprotein B	0		
Calcium	2,870				C-Reactive Protein	0		
Cholesterol	1,018				C3	0		
Creatinine	3,292				C4	0		
Glucose	3,340				Ceruloplasmin	0		
Inorganic Phosphorus	287				C-Reactive Protein	0		
ISE-Potassium	3,087				Ferritin	0		
ISE-Sodium	3,024				Haptoglobin	0		
ISE-Chloride	3,000				IgA	0		
LDH	106				IgG	0		
Magnesium	416				IgM	0		
Total Protein	2,139				Rheumatoid Factor	0		
Urea Nitrogen	3,135	CPR Price	Cost/Month		Transferrin	0	CPR Price	Cost/Month
Subtotal	37,519	\$0.1170	\$4,389.72		Subtotal	0	\$0.000	\$0.00
LEVEL 2					LEVEL 6			
Direct Bilirubin	476				Amikacin	0		
Total Bilirubin	2,182				Carbamazepine	0		
CK NAC	238				Digoxin	0		
GGT	17				Gentamicin	0		
Iron	79				NAPA	0		
Triglyceride	832				Phenobarbital	0		
UIBC	79				Phenytoin	0		
Uric Acid	148	CPR Price	Cost/Month		Primidone	0		
Subtotal	4,051	\$0.1170	\$473.97		Procainamide	0		
LEVEL 3					Quinidine	0		
Ammonia	0				Theophylline	0		
Amylase	215				Tobramycin	0		
Cholinesterase	0				Valproic Acid	0		
CK-MB	0				Vancomycin	0	CPR Price	Cost/Month
HDL-Cholesterol (Direct)	1,042				Subtotal	0	\$0.000	\$0.00
Lactate	5				LEVEL 7			
T Uptake	0				Amphetamine	165		
Thyroxine	0				Barbiturate	165		
Urinary Protein	0	CPR Price	Cost/Month		Barbiturate (Serum)	0		
Subtotal	1,262	\$0.5500	\$694.10		Benzodiazepine	165		
Level 4					Benzodiazepine (Serum)	0		
Acetaminophen	0				Cannabinoid	165		
b2-microglobulin	0				Cocaine	165		
Caffeine	0				Ethanol	72		
LDL Cholesterol (Direct)	0				LSD	0		
Lidocaine	0				Methadone	0		
Lipase	0				Methaqualone	0		
Microalbumin	0				Opiate	165		
Prealbumin	0				Phencyclidine	0		
Salicylate	0	CPR Price	Cost/Month		Propoxyphene	0		
Subtotal	0	\$0.000	\$0.00		Tricyclics	0	CPR Price	Cost/Month
					Subtotal	1,062	\$0.640	\$679.68
					Other			
					Disopyramide	0		
					Ethosuximide	0		
					HbA1c	0		
					High Sensitivity CRP	0		
					Lithium	0		
					Methotrexate	0	CPR Price	Cost/Month
					Subtotal	0	\$0.000	\$0.00
					Total			
					Cost/Month			
					Grand Total	43,894	\$6,237.47	

Reagents without a volume commitment are not part of the agreement. If you wish to add a reagent, please contact your Olympus representative.

In the event that the Customer has met its Customer Commitment of 41,778 Reportable Patient Tests for the Test Method Levels 1-2 during a particular month of the CPR Period, the price per Reportable Patient Test for Test Method Levels 1-2 will decrease to \$0.069 per RPT for the remainder of, and only for the remainder of, such month of the CPR Period. The price per Reportable Patient Test for Levels 1-2 will increase to the prices specified above at the end of such month.

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Cartridge</u>	<u>Approximate Tests/Kit</u>
Albumin	OSR6102	500	2000
Albumin	OSR6202	910	3640
ALP	OSR6004	170	680
ALP	OSR6104	485	1940
ALP	OSR6204	840	3360
ALT	OSR6107	500	2000
Amylase	OSR6006	50	200
Amylase	OSR6106	200	800
AST	OSR6109	500	2000
AST	OSR6209	1000	4000
Bicarbonate (CO2)	OSR6137	500	2000
Bicarbonate (CO2)	OSR6237	1000	4000
Bilirubin, Direct	OSR6111	200	800
Bilirubin, Direct	OSR6211	660	2640
Bilirubin, Total	OSR6112	500	2000
Bilirubin, Total	OSR6212	1330	5320
Calcium (Arsenazo)	OSR6176	485	1940
Calcium (Arsenazo)	OSR6276	880	3520
Calcium (oCPC)	OSR6113	450	1800
Calcium (oCPC)	OSR6213	815	3260
Cholesterol	OSR6116	500	2000
Cholesterol	OSR6216	1000	4000
Cholinesterase	OSR6114	200	800
CK-MB	OSR6153	200	400
CK-NAC	OSR6179	200	800
CK-NAC	OSR6279	425	1700
Creatinine	OSR6178	420	1680
GGT	OSR6119	200	800
GGT	OSR6219	660	2640
Glucose HK	OSR6121	500	2000
Glucose HK	OSR6221	1035	4140
HDL-Cholesterol (Direct)	OSR6187	150	600
HDL-Cholesterol (Direct)	OSR6287	285	1140
Inorganic Phosphorus	OSR6122	500	2000
Inorganic Phosphorus	OSR6222	1330	5320
Iron	OSR6186	300	1200
Iron	OSR6286	595	2380
LD	OSR6127	500	2000
LD	OSR6227	625	2500
LDL-Cholesterol (Direct)	OSR6183	150	600
LDL-Cholesterol (Direct)	OSR6283	285	1140
Lipase	OSR6130	55	220
Lipase	OSR6230	165	660
Lithium	OSRT056	113	226
Magnesium	OSR6189	200	800
Total Protein	OSR6132	500	2000
Total Protein	OSR6232	960	3840
Triglyceride	OSR6033	140	560
Triglyceride	OSR6133	500	2000
UIBC	OSR6124	200	800
Urea Nitrogen	OSR6134	500	2000
Urea Nitrogen	OSR6234	935	3740
Uric Acid	OSR6036	170	680
Uric Acid	OSR6136	500	2000
Uric Acid	OSR6236	680	2720

OSR STAT REAGENTS			
<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Cartridge</u>	<u>Approximate Tests/Kit</u>
Calcium (Arsenazo)	OSR6176	485	1940
Creatinine STAT	OSR6139	500	2000
Glucose STAT	OSR6140	500	2000
Urea Nitrogen STAT	OSR6141	500	2000

ISE SYSTEM REAGENTS			
<u>Description</u>	<u>Catalog No.</u>	<u>Package Size</u>	
Buffer	AUH1011	4x2000 mL	
Cleaning Solution	AUH1019	4x100 mL	
High Serum Standard	AUH1015	4x100 mL	
Internal Reference Solution	AUH1017	2x25 mL	
Low/High Urine Standard	AUH1016	4x100 mL	
Low Serum Standard	AUH1014	4x100 mL	
Mid Standard	AUH1012	4x2000 mL	
Na+/K+ Selectivity Check Solution	AUH1018	2x25 mL	
Reference	AUH1013	4x1000 mL	

MISCELLANEOUS CHEMISTRY REAGENTS			
<u>Test/Description</u>	<u>Catalog No.</u>	<u>Package Size</u>	<u>Approximate Tests/Kit</u>
Lactate	735-10	10x10 mL	500
Ammonia	85444	10 x 6.5 mL	400
Salicylate	2410-051	1 x 40, 1 x 20	250
Microprotein UCSF	2210-02	2 x 250	2000

OSR SPECIAL CHEMISTRY REAGENTS

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Cartridge*</u>	<u>Approximate Tests/Kit*</u>
α 1-acid glycoprotein	OSR6162	100	400
α1-antitrypsin	OSR6163	100	400
Anti-streptolysin O (ASO)	OSR6149	200	800
Apolipoprotein A1	OSR6142	200	800
Apolipoprotein B	OSR6143	200	800
β2-microglobulin	OSR6151	100	400
C3 Complement	OSR6159	200	800
C4 Complement	OSR6160	200	800
Ceruloplasmin New	OSR6164	100	400
C-Reactive Protein (CRP)	OSR6147	200	800
Ferritin	OSR6150	200	800
Haptoglobin	OSR6165	100	400
High Sensitivity C-Reactive Protein	OSR6185	200	800
Urinary CSF Protein	OSR6170	4 x 30 mL	400
Urinary CSF Protein	OSR6270	4 x 60 mL	1080
Immunoglobulin A	OSR6144	200	800
Immunoglobulin G	OSR6145	200	800
Immunoglobulin M	OSR6146	200	800
Microalbumin	OSR6167	100	400
Prealbumin	OSR6175	100	400
Rheumatoid Factor (RF)	OSR6148	200	800
Transferrin	OSR6152	200	800

CALIBRATORS, CONTROLS and STANDARDS

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Package Size</u>
Bilirubin Calibrator	DR0046	6x5 mL
Direct HDL-Cholesterol Calibrator New	ODC0011	2x3 mL
Direct LDL-Cholesterol Calibrator New	ODC0012	2x1 mL
Iron Standard	AU1143	2x25 mL
Liquid Calibrator	DR0040	6x5 mL
NERL CO2 Standard 20 MEQ/L*	2340-C	25mL
NERL CO2 Standard 40 MEQ/L*	2340-E	25mL
*for use with 2 part calibration		
Apolipoprotein Calibrator	ODR3022	5x2 mL
ASO Calibrator	ODR3013	6x1 mL
Ferritin Calibrator	ODR3020	6x2 mL
High Sensitivity CRP Calibrator	ODR3031	5x2 mL
Microalbumin Calibrator	ODR3024	5x2 mL
MultiCal 1 (C3/C4/TRF/ IgG,A,M/ASO/CRP/Ferritin)	ODR3021	5x2 mL
MultiCal 2 (AAG, AAT, Hapt, β2M, Ceruloplasmin)	ODR3023	5x2 mL
Prealbumin Calibrator	ODR3029	5x2 mL
RF Calibrator	ODR3014	5x2 mL

SYVA EMIT® 1.0 TDM REAGENTS

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Kit</u>
Amikacin	6X019	275
Caffeine	6P419	145
Disopyramide	6N319	275
Ethosuximide	6E119	120
Lidocaine	6M119	145
Methotrexate	6L119	130
Primidone	6C119	240
Vancomycin	6W419	270

SYVA EMIT® TOX SERUM REAGENTS

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Kit</u>
Acetaminophen	7A119	145
Benzodiazepine	7B119	300
Barbiturate	7D119	235
Tricyclics	7C019	300

SYVA EMIT® CALIBRATORS

<u>TDM and Tox Serum</u>	<u>Catalog No.</u>	<u>Package Size</u>
Anti-Epileptic Calibrator	6A089	6x3.0 mL
Carbamazepine Emit 2000 Calibrator	4F109	1x5.0 mL, 5x2.0 mL
Digoxin Emit 2000 Calibrator	4H209	1x5.0 mL, 5x2.0 mL
Gentamicin Emit 2000 Calibrator	4T209	1x5.0 mL, 5x2.0 mL
NAPA Emit 2000 Calibrator	4N109	1x5.0 mL, 5x2.0 mL
Phenobarbital Emit 2000 Calibrator	4D109	1x5.0 mL, 5x2.0 mL
Phenytoin Emit 2000 Calibrator	4A109	1x5.0 mL, 5x2.0 mL
Procainamide Emit 2000 Calibrator	4K109	1x5.0 mL, 5x2.0 mL
Quinidine Emit 2000 Calibrator	4Q109	1x5.0 mL, 5x2.0 mL
Theophylline Emit 2000 Calibrator	4P109	1x5.0 mL, 5x2.0 mL
Tobramycin Emit 2000 Calibrator New*	4S109	1x5.0 mL, 5x2.0 mL
Tox Serum Calibrator	7B019	3x3.0 mL
Vancomycin Calibrator	6W519	6x1.0 mL

**SYVA EMIT® II PLUS LIQUID
DAT REAGENTS, CALIBRATORS**

	<u>Catalog No.</u>	<u>Approximate Tests/Kit</u>	<u>Package Size</u>
Amphetamine/Methamphetamine	9C029	860	115 mL
Amphetamine/Methamphetamine	9C129	7482	1 Liter
LSD	9L019	460	50 mL
LSD	9L119	4400	500 mL
Alcohol Negative Calibrator	9K029		1 x 3.0 mL
Alcohol 100mg/dl Calibrator	9K059		1 x 3.0 mL
Level 0 Calibrator/Control	9A509		14 mL
Level 1 Calibrator/Control	9A529		14 mL
Level 2 Calibrator/Control	9A549		14 mL
Level 3 Calibrator/Control	9A569		14 mL
Level 4 Calibrator/Control	9A589		14 mL
Level 5 Calibrator/Control	9A609		14 mL
LSD Level 0 Calibrator	9L009		1 x 10 mL
LSD Level 0 Calibrator	9L029		1 x 25 mL
LSD Level 0.5 Calibrator	9L109		1 x 10 mL
LSD Level 0.5 Calibrator	9L129		1 x 25 mL
LSD Level 1.5 Calibrator	9L209		1 x 10 mL
LSD Level 1.5 Calibrator	9L219		1 x 25 mL
LSD Level 2.5 Calibrator	9L309		1 x 10 mL
LSD Level 2.5 Calibrator	9L319		1 x 25 mL

**SYVA EMIT® 2000 TDM REAGENTS in OLYMPUS
BAR-CODED CARTRIDGES**

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Cartridge</u>	<u>Approximate Tests/Kit</u>
Carbamazepine	OSR4F229	200	400
Digoxin	OSR4H229	200	400
Gentamicin	OSR4T229	200	400
NAPA	OSR4N229	200	400
Phenobarbital	OSR4D229	200	400
Phenytoin	OSR4A229	200	400
Procainamide	OSR4K229	200	400
Quinidine	OSR4Q229	200	400
Theophylline	OSR4P229	200	400
Tobramycin	OSR4S229	200	400
Valproic Acid	OSR4G229	200	400

**SYVA EMIT® II PLUS DAT REAGENTS in OLYMPUS
BAR-CODED CARTRIDGES**

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Approximate Tests/Cartridge</u>	<u>Approximate Tests/Kit</u>
Amphetamine/Methamphetamine	OSR9C229	200	400
Ethanol	OSR9K229	130	260
Barbiturate	OSR9D229	200	400
Benzodiazepine	OSR9F229	200	400
Cannabinoid	OSR9N229	200	400
Cocaine Metabolite	OSR9H229	200	400
Ethanol	OSR9K229	130	260
Methadone	OSR9E229	200	400
Methaqualone	OSR9Q229	200	400
Opiates	OSR9B229	200	400
Phencyclidine	OSR9J229	200	400
Propoxyphene	OSR9G229	200	400

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APPLICATIONS FOR AU ANALYZERS

<u>Test/Description</u>	<u>Catalog No.</u>	<u>Package Size</u>	<u>Approximate Tests/Kit</u>
Acetaminophen	2400-060	40 mL	250
Thyroxine	454		510
Thyroxine Calibrator	476	6x2 mL	
T Uptake	723		510
T Uptake Calibrators	738	5x2 mL	

<u>SAMPLING & SAMPLE DELIVERY</u>	<u>Catalog No.</u>	<u>Package Size</u>
Sample Probe	MU9934	1 ea.
Sample Tube (between Sample Probe & Syringe)	MU9587	1 ea.
<u>REAGENT DELIVERY</u>		
Reagent Probe	MU9958	1 ea.
Reagent Tube (between Reagent Probe & Syringe)	MU9589	1 ea.
15 mL Rgt Bottle w/stopper/cap	OE63165	20 ea.
60 mL Rgt Bottle w/stopper/cap	OE63093	20 ea.
30 mL Rgt Bottle w/stopper/cap	OE63094	20 ea.
<u>SYRINGES</u>		
E Type Syringe*	MU8239	1 ea.
G Type Syringe	ZM0018	1 ea.
Reagent / ISE Syringe	ZM0112	1 ea.
Sample/Rgt Syringe Head & Case	ZM0229	1 ea.
Sample Syringe	ZM0111	1 ea.
<u>REACTION WHEEL & PHOTOMETER</u>		
Cuvettes	ZM0634	10/pkg.
Mixing Rod - Spiral	MU9599	3/set
Photometer Lamp	MU9888	1 ea.
<u>FILTERS</u>		
O-Ring for Sample Probe Wash Filter	MU9637	1 ea.
Water Filter - DI Tank & Sample Probe	ZM3079	1 ea.
<u>COMPUTER & PRINTER ACCESSORIES</u>		
Printer Paper 8 x 11	ZM0127	2400/box
Printer Ribbon (Digital, Compaq & wide carriage)	PRDL3800	1 ea.
<u>WASH STATION</u>		
Aspiration Nozzle	MU9601	1 ea.
Drying Nozzle	MU9602	1 ea.
Wash Nozzle	MU9600	1 ea.
Wash Station Tube Connector	ZM1131	1 ea.
<u>RACKS & LABELS</u>		
Rack ID Label (1-100)	K001-100	1 ea.
Rack ID Label (101-200)	K101-200	1 ea.
Rack ID Label (201-300)	K201-300	1 ea.
Rack ID Label (301-400)	K301-400	1 ea.
<u>MISCELLANEOUS</u>		
Fuse, 2 amp	ZM0084	5/pkg
O-Ring for Aspiration Manifold	MU9638	1 ea.
Roller Pump Tubing	MU9623	2/pkg.
Wash Solution	OSR0001	6x2L
10 Liter Tank for Deionized Water*	MU9596	1 ea.
10 Liter Tank for Deionized Water *	MU8106	1 ea.
<u>ISE ACCESSORIES and EXPENDABLE PARTS</u>		
<u>Description</u>	<u>Catalog No.</u>	<u>Package Size</u>
<u>ELECTRODES</u>		
Electrode, Cl-	MU9196	1 ea.
Electrode, K+	MU9195	1 ea.
Electrode, Na+	MU9194	1 ea.
Electrode, Reference	MU9197	1 ea.
<u>ELECTRODES ANCILLARY</u>		
Electrode O Ring	MU9900	1 ea.
ISE Mixing Rod	MU9628	1 ea.
O Ring Thermistor	MU9209	1 ea.
Reference Electrode Holder	MU9899	1 ea.
<u>SAMPLING</u>		
ISE Calibration Sample Cups	MU9232	100/set
Sample Pot	MU9627	1 ea.
<u>TUBING and CONNECTORS</u>		
J Tube Joint	ZM2828	2/set
Mid-Standard Tube	MU9630	1 ea.
Roller Pump Tubing	MU9623	2/pkg.
Roller Pump Tubing Connector	MU9633	1 ea.

This Exhibit 2 includes all Olympus test materials. The reagents covered under this CPR Agreement are listed on Exhibit 1, attached hereto. If the customer would like to add any reagents from this Exhibit 2 to the CPR Agreement, please contact your Olympus Representative. The consumable items listed on this page represent the consumable items covered under the CPR Agreement, and are only subject to change based on Olympus' sole discretion.

Supplies Agreement (No Annual Minimum Commitment)
between
Olympus America Inc.-Diagnostic Systems Group ("Olympus")
and
San Mateo Medical Department
222 West 39th Ave, San Mateo, CA 94403

This Supplies Agreement, including the Terms and Conditions and Schedule A attached hereto (collectively, this "Agreement") provides those reagents, calibrators, consumable parts, and controls listed on Schedule A attached hereto (each a "Supply" and collectively, the "Supplies"). With respect to each Supply item, the term of this Agreement will commence on the corresponding listed effective date and shall continue for a period of 60 months (the "Term") unless earlier terminated in accordance with this Agreement. Notwithstanding anything contained in this Agreement to the contrary, during the Term Olympus shall be Customer's sole source for the Supplies, and Customer shall not purchase or otherwise acquire the Supplies or comparable supplies from any other vendor.

Customer's signature acknowledges that Customer has read, understands, and accepts the terms and conditions of this Agreement. This Agreement is binding when executed by an authorized officer of Olympus.

CUSTOMER

Nancy Steiger 12/10/04
Authorized Signature Date

NANCY STEIGER
Name

CEO
Title

OLYMPUS AMERICA INC.
Diagnostic Systems Group

Authorized Signature Effective Date

Name

Title

Terms and Conditions

1. Delivery of Supplies. Delivery of the Supplies will begin as soon as practicable after the corresponding Effective Date and will continue until the expiration or earlier termination of this Agreement. Olympus will use commercially reasonable efforts to provide timely delivery of the Supplies. All Supplies shall be shipped F.O.B. (as defined in the Uniform Commercial Code of the State of New York) Olympus's warehouse or such other location as Olympus shall determine. Title to all of the Supplies sold by Olympus hereunder shall pass to Customer upon receipt of the Supplies by the carrier and in all cases risk of loss or damage to any such Supplies in transit shall fall upon Customer whose responsibility it will be to file claims with the carrier.

2. Inspection, Acceptance, and Returns. Shipments shall be thoroughly inspected by Customer upon receipt. Failure to promptly reject any shipment upon receipt shall constitute acceptance of that shipment. All claims arising from defective, damaged or a shortage of Supplies must be made within ten (10) days of receipt and must reference Customer's original purchase order. All Supplies must be returned in original containers and packing materials and must be in good and marketable condition to ensure delivery of replacement Supplies and/or proper credit to Customer's account. Replacement Supplies and credit will not be allowed for Supplies returned without prior written authorization. No cash refunds will be given.

3. Payment. Payment terms are net 30 days from the date of each invoice. Failure to make payment within ten (10) days of the due date will result in a service charge of 1½% or the legally permissible rate (whichever is higher) to be applied to the unpaid invoice balance.

4. Taxes. All applicable taxes will be added to each invoice. Tax-exempt status must be substantiated by a copy of Customer's tax-exempt certificate.

5. Pricing. The pricing of the Supplies shall be as set forth on Schedule A attached hereto. Such pricing will remain firm for the initial twelve (12) months of the Term. After the initial twelve (12) months of the Term, both the list prices and discounted prices set forth on Schedule A are subject to change at Olympus's sole and absolute discretion. Freight charges will be prepaid at Customer's expense and added to each Olympus invoice.

6. Default & Termination. Customer agrees that if it (a) does not make payment within ten (10) days after its due date, (b) becomes insolvent, (c) ceases to do business as a going concern, (d) makes an assignment for the benefit of creditors, (e) sells or otherwise transfers to a third party 25% or more of its ownership or assets, (f) has a proceeding under any bankruptcy law started by or against it, (g) or any of its affiliates, is in default under or fails to fulfill the terms of any other agreement with Olympus, or (h) does not comply with each term and condition of this Agreement; Olympus or its assignee or designee may take any or all of the following actions, unless prohibited by law: (1) terminate this Agreement, with Customer remaining liable for all of its obligations which had not yet been met, (2) increase Customer's price for the purchase of future Supplies, and/or (3) take any other steps available to it under law, equity, or admiralty. Upon expiration or earlier termination of this Agreement, Customer shall pay Olympus, without deduction or set off, all amounts due hereunder.

7. Specifications. During the Term, Olympus shall have the right to make improvements and/or modifications to the Supplies, reagent methodologies, packaging design, and performance characteristics. Olympus will use commercially reasonable efforts to notify Customer in advance of these changes. Any improvements and/or modifications made by Olympus shall not alter the obligations of Customer hereunder.

8. Limited Warranty & Limitation of Liability. Subject to the limitations and disclaimers set forth below, the Supplies will, under normal and proper use, meet then-current Olympus-published specifications. Supplies which, according to Olympus investigation and laboratory testing, fail to conform to then-current Olympus-published specifications shall be replaced, at no charge, provided (a) Customer has followed the instructions contained in the Supplies package inserts (including without limitation the storage instructions), (b) the Supplies have not been tampered with, altered, changed, or modified, and (c) the stated shelf-life has not expired. The aforementioned replacement of non-conforming Supplies shall be Olympus's sole liability and Customer's exclusive remedy hereunder. OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS, GUARANTIES, CONDITIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, EXPRESS OR IMPLIED OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, WITH RESPECT TO THE SUPPLIES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION AS TO SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE SUPPLIES OR THE MERCHANTABILITY OF THE SUPPLIES OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL OLYMPUS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, OR LIABILITIES TO OTHER PARTIES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE DIFFERENT

AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY.

Representations and warranties made by any person, including but not limited to representatives of Olympus, which are inconsistent or in conflict with or in addition to the terms of this warranty statement, shall not be binding upon Olympus unless reduced to writing and approved by an authorized officer of Olympus. Customer acknowledges and agrees that Olympus shall not be responsible for any damages that Customer may incur from delayed shipment, product failure, product design or production, or from any other cause, including without limitation strikes or disasters, whether liability is asserted in contract or tort (including negligence) or strict product liability. THIS SECTION 8 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9. Indemnification. Customer agrees to indemnify, defend and hold Olympus harmless from and against any loss, liability, damage, or claim arising from Customer's negligent selection, use, control or possession of the Supplies furnished to Customer by Olympus pursuant to this Agreement, including but not limited to injuries causing personal injury, property damage, and/or death. This indemnification shall survive the expiration or earlier termination of this Agreement and shall include all costs and expenses, including without limitation reasonable attorneys' fees, resulting from such loss, liability, damage, or claim.

10. Assignment. Customer shall not assign, pledge, encumber, sublease or transfer its rights under this Agreement without the prior written consent of Olympus. Customer agrees that Olympus may assign this Agreement and Customer's obligation to such assignee shall not be subject to any abatement, offset, defense, or counterclaim.

11. Complete Agreement. This Agreement (including Schedule A attached hereto) constitutes the sole and entire agreement between Olympus and Customer with respect to the subject matter of this Agreement and, along with Olympus's standard invoice, is the only basis upon which Olympus offers to sell the Supplies to Customer. Such standard invoice shall be incorporated herein by reference to the extent it is not inconsistent with the terms of this Agreement. Any terms and conditions stated on any purchase order or any other document received from Customer shall be of no effect to the extent that such terms or conditions are inconsistent with or in addition to the terms and conditions set forth in this Agreement. All previous and contemporaneous agreements and understandings relating to the subject matter of this Agreement are hereby superseded. This Agreement shall not be amended or altered except by a written instrument (stating that it is an amendment) signed by an authorized signatory of each of Olympus and Customer.

12. Choice of Law and Jurisdiction; Costs. This Agreement is deemed to have been made in the State of New York and shall be construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules thereof. All controversies, disputes, and claims arising out of or relating to this Agreement, or the breach or threatened breach of this Agreement, shall be adjudicated exclusively by a court of competent jurisdiction within the County of Suffolk, State of New York or the Federal District Court in the Eastern District of New York. Customer hereby waives personal service of process. Notwithstanding the foregoing, Olympus may institute and prosecute to judgment in any court of competent jurisdiction an action, suit or proceeding to effect collection of any moneys due to Olympus from Customer. Customer irrevocably consents to the jurisdiction and venue of the state and federal courts of New York and waives any rights to seek a transfer of venue for any reason or to claim that the forum is inconvenient. Customer agrees to pay any and all reasonable costs, legal fees and expenses incurred by Olympus resulting from all controversies, disputes or claims which are adjudicated or settled favorable to Olympus. Customer and Olympus (and any designee or assignee) each waive the right to trial by jury in any litigation arising from or related to this Agreement.

13. Additional Requirements. Customer agrees to execute and deliver to Olympus any and all additional documents as may be necessary to carry out the provisions of this Agreement.

14. Compliance; Notices. Customer and Olympus agree that both parties intend to comply with all applicable laws. Customer and Olympus will send any required notices to the other party by registered or certified mail or by recognized overnight courier. All notices will be sent to each party at its respective address listed on the first page of this Agreement.

15. Disclosure of Discounts. This Agreement may reflect discounts or reductions in price with respect to the Supplies provided to Customer hereunder. Customer is obligated to properly disclose and appropriately reflect the net value or reduced prices of the Supplies on applicable cost reports or in charges to Medicare, Medicaid, or other federal health care programs or state health care programs in accordance with Section 1128B(b)(3) of the Social Security Act, 42 U.S.C. §1320a-7b(b)(3). If Customer requires any further information, Customer may contact Olympus and such information will be provided to Customer.

16. Contract Interpretation. Each party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and an ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the drafter shall not apply to any provision of this Agreement.

Schedule A

OSR Reagents

OSR Reagents are standardized for use on Olympus AU400, AU600, AU640, AU2700, AU5400 Chemistry Immuno Systems

OLYMPUS AU400, AU600, AU640 CHEMISTRY IMMUNO SYSTEMS

OSR SYSTEM REAGENTS

Test/Description	Catalog No.	Approximate		\$ Price	% Discount	\$Price
		Tests/Cartridge	Tests/Kit			
Cholinesterase	OSR6114	200	800	250	30%	\$ 175.00
CK-MB	OSR6153	200	400	502	30%	\$ 351.40
LDL-Cholesterol (Direct)	OSR6196	150	600	1,751	30%	\$ 1,225.70
LDL-Cholesterol (Direct)	OSR6296	250	1000	2,832	30%	\$ 1,982.40
Lipase	OSR6130	55	220	468	30%	\$ 327.60
Lipase	OSR6230	165	660	1,197	30%	\$ 837.90
Lithium	OSRT056	113	226	963	30%	\$ 674.10
Urine Protein	OSR6170	100	400	85	30%	\$ 59.50
Urine Protein	OSR6270	270	1080	227	30%	\$ 158.90

OSR SPECIAL CHEMISTRY REAGENTS

Test/Description	Catalog No.	Approximate		\$ Price	% Discount	\$Price
		Tests/Cartridge*	Tests/Kit*			
α 1-Acid glycoprotein	OSR6162	100	400	828	30%	\$ 579.60
α 1-Antitrypsin	OSR6163	100	400	828	30%	\$ 579.60
Anti-Streptolysin O (ASO)	OSR6194	280	1120	1,739	30%	\$ 1,217.30
Apolipoprotein A1	OSR6142	200	800	1,739	30%	\$ 1,217.30
Apolipoprotein B	OSR6143	200	800	1,739	30%	\$ 1,217.30
β 2-Microglobulin	OSR6151	100	400	1,242	30%	\$ 869.40
C3 Complement	OSR6159	200	800	1,739	30%	\$ 1,217.30
C4 Complement	OSR6160	200	800	1,739	30%	\$ 1,217.30
Ceruloplasmin	OSR6164	100	400	828	30%	\$ 579.60
C-Reactive Protein (CRP)	OSR6147	200	800	1,739	30%	\$ 1,304.25
CRP Latex	OSR6185	200	800	2,691	25%	\$ 1,883.70
Ferritin	OSR6150	200	800	1,739	30%	\$ 1,217.30
Hemoglobin A1c	OSR6192	250	500	2,000	30%	\$ 1,400.00
Denaturant Reagent	OSR0004	250	500	75	30%	\$ 52.50
Haptoglobin	OSR6165	100	400	828	30%	\$ 579.60
Immunoglobulin A	OSR6144	200	800	1,739	30%	\$ 1,217.30
Immunoglobulin G	OSR6145	200	800	1,739	30%	\$ 1,217.30
Immunoglobulin M	OSR6146	200	800	1,739	30%	\$ 1,217.30
Microalbumin	OSR6167	100	400	455	30%	\$ 318.50
Prealbumin	OSR6175	100	400	869	30%	\$ 608.30
Rheumatoid Factor (RF)	OSR6148	200	800	1,739	30%	\$ 1,217.30
Transferrin	OSR6152	200	800	1,739	30%	\$ 1,217.30

CALIBRATORS, CONTROLS and STANDARDS

Test/Description	Catalog No.	Package Size	\$ Price	% Discount	\$Price
Direct LDL-Cholesterol Calibrator	ODC0024	3x1 mL	225	30%	\$ 157.50
Liquid Chemistry Control	DR0065	6x5 mL, L2 6 x5 mL	210	30%	\$ 147.00
Apolipoprotein Calibrator	ODR3022	5x2 mL	228	30%	\$ 159.60
Ferritin Calibrator	ODR3020	6x2 mL	223	30%	\$ 156.10
HbA1c Calibrator	ODR3032	8 mL, L2- 6 5 x 2 mL	185	30%	\$ 129.50
HbA1c Controls	ODC0022	5 mL, L2 2 x 0.25 mL	290	30%	\$ 203.00
CRP Latex Calibrator	ODR3031	5x2 mL	223	25%	\$ 167.25
Microalbumin Calibrator	ODR3024	5x2 mL	228	30%	\$ 159.60
MultiCal 1 (C3/C4/TRF/ IgG,A,M/ASO/CRP/Ferritin)	ODR3021	5x2 mL	311	30%	\$ 217.70
MultiCal 2 (AAG, AAT, Hapt, β2M, Ceruloplasmin)	ODR3023	5x2 mL	311	30%	\$ 217.70
Prealbumin Calibrator	ODR3029	5x2 mL	269	30%	\$ 188.30
RF Calibrator	ODR3014	5x2 mL	223	30%	\$ 156.10

SYVA EMIT® 1.0 TDM REAGENTS

Test/Description	Catalog No.	Approximate Tests/Kit				
Amikacin	6X019	275	371	30%	\$	259.70
Caffeine	6P419	145	235	30%	\$	164.50
Disopyramide	6N319	275	740	30%	\$	518.00
Ethosuximide	6E119	120	740	30%	\$	518.00
Lidocaine	6M119	145	257	30%	\$	179.90
Methotrexate	6L119	130	371	30%	\$	259.70
Primidone	6C119	240	235	30%	\$	164.50

SYVA EMIT® TOX SERUM REAGENTS

Test/Description	Catalog No.	Approximate Tests/Kit				
Benzodiazepine	7B119	300	236	30%	\$	165.20
Barbiturate	7D119	235	236	30%	\$	165.20
Tricyclics	7C019	300	236	30%	\$	165.20

SYVA EMIT® CALIBRATORS and CONTROLS

TDM and Tox Serum	Catalog No.	Package Size				
Anti-Epileptic Calibrator	6A089	6x3.0 mL	155	30%	\$	108.50
Carbamazepine Emit 2000 Calibrator	4F109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Digoxin Emit 2000 Calibrator	4H209	1x5.0 mL, 5x2.0 mL	166	30%	\$	116.20
Gentamicin Emit 2000 Calibrator	4T209	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
NAPA Emit 2000 Calibrator	4N109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Phenobarbital Emit 2000 Calibrator	4D109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Phenytoin Emit 2000 Calibrator	4A109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Procainamide Emit 2000 Calibrator	4K109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Quinidine Emit 2000 Calibrator	4Q109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Theophylline Emit 2000 Calibrator	4P109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Tobramycin Emit 2000 Calibrator New*	4S109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Acetaminophen Calibrator	7A409	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Salicylate Calibrator	7S109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Tox Serum Calibrator	7B019	3x3.0 mL	135	30%	\$	94.50
Valproic Acid Calibrator	4G109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Vancomycin Calibrator	6W109	1x5.0 mL, 5x2.0 mL	155	30%	\$	108.50
Caffeine Control	6P499	1x3.0 mL	93	30%	\$	65.10

SYVA EMIT® II PLUS LIQUID DAT REAGENTS, CALIBRATORS/CONTROLS

	Catalog No.	Approximate Tests/Kit	Package Size			
LSD	9L019	460	50 mL	501	30%	\$ 350.70
LSD	9L119	4400	500 mL	3,154	30%	\$ 2,207.80
Alcohol Negative Calibrator	9K029		1 x 3.0 mL	72	30%	\$ 50.40
Alcohol 100mg/dl Calibrator	9K059		1 x 3.0 mL	72	30%	\$ 50.40

SYVA EMIT® 2000 TDM REAGENTS in OLYMPUS BAR-CODED CARTR

Test/Description	Catalog No.	Approximate Tests/Cartridge	Approximate Tests/Kit			
Acetaminophen	OSR7A229	200	400	828	30%	\$ 579.60
Carbamazepine	OSR4F229	200	400	828	30%	\$ 579.60
Digoxin	OSR4H229	200	400	828	30%	\$ 579.60
Gentamicin	OSR4T229	200	400	828	30%	\$ 579.60
NAPA	OSR4N229	200	400	828	30%	\$ 579.60
Phenobarbital	OSR4D229	200	400	828	30%	\$ 579.60
Phenytoin	OSR4A229	200	400	828	30%	\$ 579.60
Procainamide	OSR4K229	200	400	828	30%	\$ 579.60
Quinidine	OSR4Q229	200	400	828	30%	\$ 579.60
Salicylate	OSR7S229	200	400	828	30%	\$ 579.60
Theophylline	OSR4P229	200	400	828	30%	\$ 579.60
Tobramycin	OSR4S229	200	400	828	30%	\$ 579.60
Valproic Acid	OSR4G229	200	400	828	30%	\$ 579.60
Vancomycin	OSR4W229	200	400	828	30%	\$ 579.60

SYVA EMIT® II PLUS DAT REAGENTS in OLYMPUS BAR-CODED CAR

Test/Description	Catalog No.	Approximate Tests/Cartridge	Approximate Tests/Kit			
Methadone	OSR9E229	200	400	414	30%	\$ 289.80
Methaqualone	OSR9Q229	200	400	414	30%	\$ 289.80
Phencyclidine	OSR9J229	200	400	414	30%	\$ 289.80
Propoxyphene	OSR9G229	200	400	414	30%	\$ 289.80

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APPLICATIONS FOR AU ANALYZERS

Test/Description	Catalog No.	Package Size	Approximate Tests/Kit				
Thyroxine	0454		510	414	30%	\$	289.80
Thyroxine Calibrator	0476	6x2 mL		98	30%	\$	68.60
T Uptake	0723		510	414	30%	\$	289.80
T Uptake Calibrators	0738	5x2 mL		88	30%	\$	61.60

SYSTEM ACCESSORIES and EXPENDABLE PARTS

Description	Catalog No.	Package Size					
Reagent Tray *	MU9604	1 ea.		366	30%	\$	256.20
Reagent Tray*	MU8121	1 ea.		274	30%	\$	191.80
Reagent Tray*							
Sample Bar Code Labels	AU-BCLABEL	1 roll/2x1000		52	30%	\$	36.40

RACKS & LABELS

Description	Catalog No.	Package Size					
Blue Rack (Blank)	MU8093	1 ea.		86	30%	\$	60.20
Green Rack (QC)	MU8094	1 ea.		86	30%	\$	60.20
Orange Rack (Repeats)	MU8097	1 ea.		86	30%	\$	60.20
Red Rack (STAT)	MU8095	1 ea.		86	30%	\$	60.20
White Rack (Samples)	MU8092	10/set		335	30%	\$	234.50
Yellow Rack (Calibrators)	MU8096	1 ea.		86	30%	\$	60.20