

**AMENDMENT NO. 2  
TO  
AGREEMENT TO SUPPLY COVID-19 RELATED PRODUCTS**

This Amendment No. 2 to Agreement To Supply Covid-19 Related Products (“Amendment No. 2”) is effective June 9, 2022 (“Amendment Effective Date”), between Life Technologies Corporation, a part of Thermo Fisher Scientific Inc., with offices at 5781 Van Allen Way, Carlsbad, California 92008 (“LTC”) and the University Medical Center of Southern Nevada with a location at 1800 W. Charleston Boulevard, Las Vegas, Nevada 89102 (“UMC”). LTC and UMC may be referred to collectively herein as the “Parties” and each individually as a “Party”.

WHEREAS, the Parties entered into a Letter Agreement with Proposed Terms for the Supply of COVID-19-Related Products (the “Letter Agreement”), executed on July 8, 2020, and an Amendment thereto entitled Amendment to Agreement To Supply Covid-19 Related Products, effective February 19, 2021 (“Amendment No. 1”) (collectively, the “Agreement”); and

WHEREAS, the Parties now wish to formally revise and extend the time allowed for UMC to fulfill its Purchase Commitment until June 30, 2024 and modify other terms of the Agreement.

NOW, THEREFORE, the Parties, intending to be legally bound, agree as follows:

1. The Agreement governs the rights and obligations of the Parties through the Extension Period (defined below).
2. Amendment to Purchase Commitment. Section 1 of Amendment No. 1 is hereby deleted in its entirety and replaced with the following:

Purchase Commitments. The new UMC purchase commitment of Five Million Dollars (\$5,000,000.00) spend over two (2) years will begin on July 1, 2022 and end on June 30, 2024 (“Purchase Commitment”). The Purchase Commitment will remain flexible based on the products and needs of UMC. Products and services provided to UMC by LTC for the purposes of COVID testing that may be counted toward meeting the Purchase Commitment under the Agreement include Amplitude, COVID-Flu, ReadyCheckGo, Accula, Healthcare Content Panels, and any other TaqPath or newly developed COVID-related or infectious disease-related products. LTC will track spending for these products and provide regular updates to UMC of product delivered against the new Purchase Commitment. UMC agrees to purchase and take delivery in full the amounts of products as defined in Quote No. P4711609 attached hereto and incorporated herein as Attachment 1.

3. Amendment to the Term. Section 2 of Amendment No. 1 is hereby deleted in its entirety and replaced with the following:

The term of this Agreement will commence on July 8, 2020 and remain in effect until June 30, 2024 (“**Term**”). For the avoidance of doubt, UMC may not terminate for convenience.

4. Capitalized Terms. Any capitalized terms used in this Amendment No. 2 that are not defined herein shall have the meanings assigned to them in the Agreement.

5. Conflicts. Except as expressly amended by this Amendment No. 2, all other provisions of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of this Amendment No. 2 and the Agreement, the terms of this Amendment No. 2 will control.
  
6. Execution. This Amendment No. 2 may be executed by facsimile or electronic signatures in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which shall constitute one and the same agreement, binding on the Parties as if each had signed the same document.
  
7. Governing Law. This Amendment No. 2 is governed by the internal laws of the State of Nevada, without regard to its conflict of laws provisions.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this Amendment No. 2 below to be made effective as of the Amendment Effective Date first set forth above.

**University Medical Center of Southern Nevada**

**Life Technologies Corporation, a part of  
Thermo Fisher Scientific Inc.**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Attachment 1**

Quotation

[attached]

**QUOTATION NO.: P4711609****QUOTATION NUMBER MUST BE REFERENCED AT THE TIME OF ORDER TO ENSURE CORRECT PRICING**

Report Date : 16-Jun-2022

TO ORDER:

**QUOTATION NO.:P4711609**

To ensure correct pricing and terms, the above quotation number must appear on all orders and correspondence.

FROM: **05/04/2022** THROUGH:**06/30/2024**  
EXCEPT WHERE NOTED BELOW

TERMS:Net 30

FOB: Shipping Point

**Life Technologies Corporation**

3175 Staley Road

Grand Island,New York 14072 USA

Fax No:1-800-331-2286

To Order:1-800-955-6288

Email: [CustomerCare@thermofisher.com](mailto:CustomerCare@thermofisher.com)[www.thermofisher.com/ordersupport](http://www.thermofisher.com/ordersupport)To: UNIV MEDICAL CENTER SOUTHERN NEVADA  
FOR:

...

1800 W CHARLESTON BLVD

LAS VEGAS  
NV 89102 US

ATTN:

**WE ARE PLEASED TO QUOTE ON YOUR REQUIREMENT AS FOLLOWS**

Line#	CC*	SKU # / PPL	DESCRIPTION	MINIMUM QUANTITY	PRICE OR % DISCOUNT	
					DISCOUNT % / FIXED PRICE	UNIT PRICE
1		97002540	KF 96 KF PLATE (200 UL), 48/CS CASE OF 48	1	190.09	\$190.10
2		4306311	MICROAMP CLEAR ADHESIVE FILM, 100 PC	1	155.41	\$155.42
3		AM12450	NS RNASE-FREE TUBES 1.5 ML 250 TUBES PER BAG	1	61.55	\$61.56
4		A48438	KF DW 96 TIP COMB, 100 PCS OEM EACH	1	655.10	\$655.10
5		A48305	KF DW 96 PLATE, 50 PCS OEM EACH	1	330.45	\$330.45
6		A48383	MVP II KIT 2,000 PREPS 2,000 PREPS	1	3101.61	\$3,101.61
7		A47814	TAQPATH RTPCR COVID-19-1000RXN EACH	1	15466.58	\$15,466.59
8		AM9932	NUCLEASE-FREE WATER 1000 ML EACH	1	92.65	\$92.65
9	D	A28523	10ML TP 1STEP MMX NO ROX EA	1	3778.51	\$3,778.51
10		4311971	FG,OPTICAL ADHESIVE COVERS EACH	1	268.35	\$268.35
11		4366932	TF,OPTICAL FAST 96-WELL PLT 200 BULK	1	958.93	\$958.93
12		95040450	DEEP WELL 96 PLATE, 50 PCS Case of 50	1	327.45	\$327.45
13		97002534	KF 96 TIP COMB FOR DW MAGNETS 10X10 PCSBOX	1	649.10	\$649.10

\* Items flagged with H or D require special handling and may be subject to an additional charge

**TERMS AND CONDITIONS OF SALE**

This quotation is for products and services sold by Life Technologies Corporation, a Thermo Fisher Scientific company. This quotation, and the terms and conditions of sale found at [www.thermofisher.com/termsandconditions](http://www.thermofisher.com/termsandconditions) ("thermofisher.com Terms and Conditions of Sale") that apply to the products and services listed on this quotation, are incorporated by reference into this quotation and any resulting contract. By issuing a purchase order or otherwise ordering or accepting product(s) or services, you expressly confirm that you intend to be bound by and agree to thermofisher.com Terms and Conditions of Sale to the exclusion of all other terms we do not expressly agree to in writing, and that the purchase and sales transaction between you and us is subject to and will be governed by thermofisher.com Terms and Conditions of Sale and the terms of this quotation.

Customers may be required to evaluate as a discount, for cost-reporting purposes, the value of any Product listed as \$0.00 on any invoice. The Product listed as \$0.00 represents an in-kind discount and is included in the total fair market value price for the instrument product.

If you have any questions, please visit our website at [www.thermofisher.com](http://www.thermofisher.com).

**TERMS AND CONDITIONS OF THE QUOTE****ADDITIONAL TERMS AND CONDITIONS OF QUOTATION**

1. This quotation shall apply only to direct order purchases. In order to receive quoted prices, the quotation number must be referenced at time of order. Credits will not be issued for orders not referencing quotation numbers.
2. The effective dates of this quotation appear on the first page unless otherwise noted.
3. Percentage discounts in this quotation will be calculated from our current price for the applicable product. Discounts will be calculated from single unit catalog price. We reserve the right to change our prices at any time. Any increase or decrease to the price of a product would result in a change to your discounted price. Certain discounts are based on categories of products (e.g., "Pricing Product Line" or "PPL" discounts) that might change over time. We reserve the right to re-align products within a category or add or remove products to or from a specific category at any time. Such realignment, addition or removal may result in a change to your discounted price for a particular product.
4. We may terminate this quotation upon written notice.
5. This quotation contains our confidential pricing information which if disclosed to third parties could cause competitive harm to us. Subject to overriding obligations to third party funding agencies or governmental entities, the customer agrees to keep all pricing information contained herein confidential.