

Microgenics Corporation  
46500 Kato Road  
Fremont, CA 94538  
FEIN: 68-0418167

Date: August 5, 2025

**RE: Renewal of Equipment Placement Agreement in reference to the State of Georgia master agreement GBI 47100-GBI0000100 dated 10/05/2020, and the related Reagent Amendment to the Purchase of Drug Testing Services and Supplies Utilizing a Drugs of Abuse Analyzer on an Annual Renewable Contract.**

As stated in the original agreement, Northeastern Judicial Circuit has the option to renew the above referenced contract, for an additional twelve-month period. Renewal of this contract is based on the following:

1) Terms, conditions and pricing remain the same (or as indicated in the original pricing schedule) with the exception of the following amendments to the original terms and conditions:

13. MISCELLANEOUS (b) is amended to read as follows:

The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Hall County, Georgia in any action arising out of or relating to this Agreement.

8.2 By Buyer is amended to read as follows:

To the extent permitted by law, Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

**[SIGNATURES ON FOLLOWING PAGE]**

**Renewal Contract Period: August 5, 2025, through August 5, 2026**

Please sign this renewal agreement below, which will serve as your official request to renew this contract for the period specified above. Please e-mail your response to [todd.fernandez@thermofisher.com](mailto:todd.fernandez@thermofisher.com).

We appreciate your cooperation and service during this period and look forward to working with you going forward.

Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_