

University of Kansas Medical Center

Contract 01104

Illumina Sequential Consumables

Period of contract: January 4, 2011 through December 31, 2011

Contractor: Illumina, Inc.
9885 Towne Centre Drive
San Diego, CA 92121-1975
720-378-1549



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QUOTATION FOR SUPPLY OF GENETIC ANALYSIS PRODUCTS

Prepared by:
Illumina, Inc.
9885 Towne Centre Drive
San Diego, CA 92121-1975, USA
Hereinafter referred to as "Illumina"

Stephen Scanlon
Kansas University Medical Center
Hereinafter referred to as "KUMC" or "Customer"

Quotation Number:	20110104AC100
Quotation Date:	January 4, 2011
Expiration Date:	December 31, 2011
Prepared By:	Amanda Castle
Phone Number:	(720) 378-1549
Email:	acastle@illumina.com

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I. CUSTOMER INFORMATION

Company or Institution Name: Address:	Kansas University Medical Center 3901 Rainbow Blvd. Kansas City, KS 66160
Contact Name: Phone: Email:	Stephen Scanlon, Purchasing Department (913) 588-1100 sscannon@kumc.edu
Shipping Address (if different):	(state/province, country required)

II. PRODUCT & PRICING INFORMATION

Customer receives the following pricing on sequencing consumables (excludes software, hardware or new instrument purchases).
For the pricing to apply, customer must agree to the following:

- This Master Quote #20110104AC100, which can be used for multiple purchases, will only be valid until 5:00pm on December 31, 2011.
- All orders must have a defined ship schedule and an initial ship date no later than three months from the date the order is received by Illumina as provided in the order confirmation.
- Customer must **accept final delivery within 12 months** of all products ordered between the **original proposal date** and the expiration date of the quote. If the Customer cannot take shipment of an order within the terms of this policy, Illumina reserves the right to cancel the order.
- Shipment is **FOB Destination** (and indicated for all purchase orders).
- All Customer Purchase Orders received by Illumina that include this discounted pricing must be in USD and reference this quotation.
- Illumina reserves the right to offer lower or higher discounts for future products.
- The pricing and terms of this offer are kept confidential except as needed to execute the purchase.
- Discount for Sequencing Consumables applies only to the products specified in table herein.

Catalog #	Product Description	Customer Price
Sample Preparation Kits		
FC-102-1001	1 Genomic DNA Sample Prep Kit Available until July 3, 2011 Kitted reagents for Sample Preparation of 10 DNA samples	\$2,800
FC-102-1002	4 Genomic DNA Sample Prep Kits Available until July 3, 2011 Kitted reagents for Sample Preparation of 40 DNA samples	\$9,800
FC-102-1003	100 RXN Genomic DNA Sample Prep Oligo Only Kit Available until July 3, 2011 Kitted oligos and adapters for Genomic DNA Sample Preparation of 100 DNA samples	\$5,300
FC-102-1004	400 RXN Genomic DNA Sample Prep Oligo Only Kit Available until July 3, 2011 Kitted oligos and adapters for Genomic DNA Sample Preparation of 400 DNA samples	\$19,600
PE-102-1001	1 Paired End DNA Sample Prep Kit Available until July 3, 2011 Kitted reagents for Paired End Sample Preparation of 10 DNA samples (200-500bp insert size range)	\$3,600
PE-102-1002	4 Paired End DNA Sample Prep Kits Available until July 3, 2011 Kitted reagents for Paired End Sample Preparation of 40 DNA samples (200-500bp insert size range)	\$12,800

Catalog #	Product Description	Customer Price
Sample Preparation Kits		
PE-112-2002	1 Mate Pair Sample Prep Kit v2 Kitted reagents for Mate Pair Sample Preparation of 10 DNA samples (2-5kb insert size range)	\$3,800
FC-301-1001	Nebulizer Kit for Mate Pair Library Generation Kitted parts and buffers for the fragmentation of DNA	\$700
PE-102-1003	100 RXN Paired End DNA Sample Prep Oligo Only Kit Available until July 3, 2011 Kitted oligos and adapters for Paired End DNA Sample Preparation of 100 DNA samples (200-500bp insert size range)	\$5,300
PE-102-1004	400 RXN Paired End DNA Sample Prep Oligo Only Kit Available until July 3, 2011 Kitted oligos and adapters for Paired End DNA Sample Preparation of 400 DNA samples (200-500bp insert size range)	\$19,600
PE-400-1001	Multiplexing Sample Prep Oligo Kit Available until July 3, 2011 Kitted oligos and adapters for multiplexing of Genomic / PE DNA Sample Preparation	\$2,880
RS-100-0801	mRNA-Seq 8 Sample Prep Kit Available until July 3, 2011 Contains reagents for sample preparation of 8 mRNA-Seq samples	\$2,000
FC-102-1009	1 DGE-Small RNA Sample Prep Kit Kitted reagents for Sample Preparation of 8 total RNA samples for Small RNA Sequencing	\$1,800
FC-102-1010	5 DGE-Small RNA Sample Prep Kit Kitted reagents for Sample Preparation of 40 total RNA samples for Small RNA Sequencing	\$7,800
FC-102-1013	40 RXN DGE-Small RNA Sample Prep Oligo Only Kit Kitted oligos for Genomic DNA Sample Preparation of 40 DNA samples	\$700
RS-200-0012	TruSeq Small RNA Sample Prep Kit – Set A Kitted reagents for sample preparation of 24 small RNA samples for multiplexed sequencing. Each kit contains indexes 1-12 of 48 unique indexes.	\$2,400
RS-200-0024	TruSeq Small RNA Sample Prep Kit – Set B Kitted reagents for sample preparation of 24 small RNA samples for multiplexed sequencing. Each kit contains indexes 13-24 of 48 unique indexes.	\$2,400
RS-200-0036	TruSeq Small RNA Sample Prep Kit – Set C Kitted reagents for sample preparation of 24 small RNA samples for multiplexed sequencing. Each kit contains indexes 25-36 of 48 unique indexes.	\$2,400
RS-200-0048	TruSeq Small RNA Sample Prep Kits – Set D Kitted reagents for sample preparation of 24 small RNA samples for multiplexed sequencing. Each kit contains indexes 37-48 of 48 unique indexes.	\$2,400
FC-122-1001	TruSeq™ RNA Sample Prep Kit -Set A (48rxn) Kitted reagents for Sample Preparation of 48 total RNA samples for single read, paired end, or multiplexing sequencing. Each kit contains 6 of 12 unique indexes each index sufficient for 8 individual samples. (Indexes 2, 4, 5, 6, 7, 12)	\$3,350
FC-122-1002	TruSeq™ RNA Sample Prep Kit -Set B (48rxn) Kitted reagents for Sample Preparation of 48 total RNA samples for single read, paired end, or multiplexing sequencing. Each kit contains 6 of 12 unique indexes each index sufficient for 8 individual samples. (Indexes 1, 3, 8, 9, 10, 11)	\$3,350

Catalog #	Product Description	Customer Price
Sample Preparation Kits		
FC-121-1001	TruSeq™ DNA Sample Prep Kit -Set A (48rxn with PCR) Kitted reagents for Sample Preparation of 48 DNA samples for single read, paired end, or multiplexing sequencing. Each kit contains 6 unique indexes, each index sufficient for 8 individual samples.	\$2,600
FC-121-1002	TruSeq™ DNA Sample Prep Kit -Set B (48rxn with PCR) Kitted reagents for Sample Preparation of 48 DNA samples for single read, paired end, or multiplexing sequencing. Each kit contains 6 unique indexes, each index sufficient for 8 individual samples.	\$2,600
FC-121-1008	TruSeq Exome Enrichment Kit (8rxn) Kitted reagents for 8 Exome Enrichments.	\$14,400
FC-121-1024	TruSeq Exome Enrichment Kit (24rxn) Kitted reagents for 24 Exome Enrichments.	\$39,600
FC-121-1048	TruSeq Exome Enrichment Kit (48rxn) Kitted reagents for 48 Exome Enrichments.	\$72,000
FC-121-1096	TruSeq Exome Enrichment Kit (96rxn) Kitted reagents for 96 Exome Enrichments.	\$129,600
FC-121-1192	TruSeq Exome Enrichment Kit (192rxn) Kitted reagents for 192 Exome Enrichments.	\$230,400
FC-121-1480	TruSeq Exome Enrichment Kit (480rxn) Kitted reagents for 480 Exome Enrichments.	\$504,000
FC-121-1960	TruSeq Exome Enrichment Kit (960rxn) Kitted reagents for 960 Exome Enrichments.	\$864,000
IP-102-1001	ChIP-Seq Sample Preparation Kit Kitted reagents for the sample preparation of 10 ChIP-Seq samples.	\$2,300
Cluster Generation and cBot Kits		
PE-401-1001	HiSeq Paired End Cluster Generation Kit Available until February 2011 Provides kitted reagents for cluster generation on 1 Paired-end Flow Cell for the HiSeq sequencing system.	\$4,150
PE-401-2001	TruSeq PE Cluster Kit v2 – cBot – HS Provides kitted reagents for PE cluster generation on cBot - supports TruSeq multiplexing on HiSeq platforms	\$4,150
GD-401-1001	HiSeq Single Read Cluster Generation Kit Available until February 2011 Provides kitted reagents for cluster generation on 1 Single-read Flow Cell for the HiSeq sequencing system.	\$2,700
GD-401-2001	TruSeq SR Cluster Kit v2 – cBot – HS Provides kitted reagents for SR cluster generation on cBot - supports TruSeq multiplexing on HiSeq platforms	\$2,700
Sequencing by Synthesis (SBS) Kits		
FC-401-1001	TruSeq SBS Kit – HS (200 cycle) Provides kitted reagents for up to 209 cycles of sequencing on the HiSeq sequencing system	\$5,750
FC-401-1002	TruSeq SBS Kit – HS (50 cycle) Provides kitted reagents for up to 58 cycles of sequencing on the HiSeq sequencing system	\$1,595
Miscellaneous Sequencing Parts		
PE-400-2002	Multiplexing Sequencing Primers and PhiX Control v2 Available until July 3, 2011 Kitted multiplexing sequencing primers, control DNA, and buffers for 10 SR or PE flow cells. Compatible with the Cluster Generation Kit v2	\$800

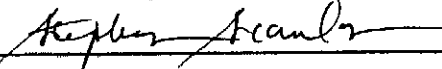
Catalog #	Product Description	Customer Price
Miscellaneous Sequencing Parts		
CT-901-2001	1 PhiX Control Kit v2 (10 lanes) Kitted DNA control for Cluster Generation and Sequencing compatible with Paired-end and Single-read Flow cells	\$150
FC-110-3001	PhiX Control Kit v3 Kitted DNA control for the Illumina sequencing platform. Compatible with Single and Paired End reads up to 150 base pairs. (10ul of 10nM template solution)	\$150
CT-901-2002	1 Genomic Sequencing Primer kit (10 lanes) Genomic Sequencing Primer for use with PhiX v2 in DGE-Tag profiling	\$35
SY-401-2015	cBot Manifold for HiSeq Optional Manifold for HiSeq Flow Cells for use with cBot Cluster Generation System	\$80

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1 day of JAN, 20 11.

READ AND AGREED TO

Kansas University Medical Center

By: 

Name: STEPHEN SCAWLO

Title: DIRECTOR OF PURCHASING

Date: 1/10/11

Illumina, Inc.

By: 

Name: Matt Posard

Title: Vice President, Global Sales

Date: 1/7/11

III. CONDITIONS OF SALE

By this quotation Illumina, offers to Customer the Illumina products and/or services as described above. By submitting an order, Customer accepts the terms of this quotation, including the attached terms and conditions of sale.

Illumina does not supply plastics such as microplates or pipette tips for use in the listed assays and these are not included in the consumables pricing provided; however, as a result of the highly multiplexed nature of all assays, plastics alone contribute minimally to the final cost.

IV. SHIP HOLD

In cases where this Quotation does not include a pre-defined ship schedule, the following ship hold terms shall apply:

- All orders must have a defined ship schedule. The initial ship date must be no later than three (3) months from the date the purchase order is received by Illumina (as provided in the Order Confirmation) and the entire order must be shipped complete within twelve (12) months from Illumina's receipt of the purchase order.
- Any exceptions to these ship hold terms must be agreed to in writing by Illumina and the Customer must pre-pay at least fifty percent (50%) of the purchase order amount of the affected shipments.
- Customers may request two (2) shipment delays for any single purchase order. The total months of delayed shipment for shipments associated with a single purchase order shall not exceed six (6) months.
- If Customer has requested a delayed shipment, Illumina reserves the right to change the lead time necessary to initiate Customer's first shipment (which may be longer than the lead time quoted at the time of the order placement).
- If Customer cannot take shipment in accordance with these terms, Illumina reserves the right to cancel the order in its entirety without any liability to the Customer

V. HOW TO ORDER

<p>For all consumable and Eco System orders</p> <p>Please submit your order online through iCom (http://icom.illumina.com).</p>	<p>For all <u>other</u> orders</p> <p>Please submit your institutional Purchase Order and a complete copy of this quotation to the attention of:</p> <p>Illumina Customer Service customerservice@illumina.com Fax: +1.858.202.4766</p>
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Customer Service

Having trouble submitting orders online or questions with an order? Please contact us.

Phone: +1.858.202.4566

Toll Free: +1.800.809.ILMN (4566)

Order Confirmation

You will receive an e-mail confirmation containing your order number within 1 business day. Another email will be sent to notify you when your order has been shipped.

VI. EXPIRATION OF OFFER

The offer contained in this document is revocable at the sole discretion of Illumina if not executed by Customer and a purchase order received by Illumina before 5:00 pm Pacific Time on the expiration date shown on page 1 of this quotation.

Illumina Terms and Conditions of Sale – Goods

1. **Definitions.** "Agreement" means either (i) the Quotation, including these terms and conditions and attached appendices which form a part thereof; (ii) all electronic information and terms of Illumina referenced during an Electronic Order, including these terms and conditions and attached appendices which form a part thereof in the case of an Electronic Order; or (iii) all terms referenced in an Order Confirmation, including these terms and conditions and attached appendices which form a part thereof in the case of an order placed without a Quotation and that is not an Electronic Order. "Customer" means the acquirer of the Goods hereunder. "Consumables" means all Goods intended by Illumina for use with, and to be consumed through the use of Hardware, as specified in the Specifications (e.g., arrays, custom arrays, oligo pools, custom oligo pools, flow cells, sample preparation kits, and reagent kits). "Custom Goods" means any Goods specifically made (i) for Customer or (ii) to Customer's design requirements, including, without limitation, custom oligo pools, and custom arrays. "Derivative Software" means any derivative or modification of Software made by Customer as may be permitted by the relevant EULA. "Documentation" means user manuals, protocols or other documentation provided by Illumina under this Agreement or in connection with the Goods and related to the use and maintenance of the Goods. "Electronic Order" means an order placed by Customer utilizing Illumina's electronic commerce system (e.g., iCom). "EULA" means the software end user license agreement for Software. "Facility" means the Customer facility located at the shipping address identified on the Quotation, on the Order Confirmation, or during the Electronic Order, as applicable. "Goods" means any and all of the Consumables, Hardware, Software, and other Items provided hereunder. "Hardware" means the Instruments, accessories or peripherals, and other hardware, as specified in the Specifications. "Instrument" means equipment provided hereunder, as specified in the Specifications (e.g., HiSeq2000, Genome AnalyzerIIx, iScan, HiScan, HiScanSQ, and BeadXpress). "Intellectual Property Rights" means all patent rights, copyrights, trade secrets, know-how, trademark, service mark and trade dress rights and other intellectual property rights, current or future, under the laws of any jurisdiction, together with all applications therefor and registrations thereto. "Order Confirmation" means a sales order confirmation document provided by Illumina. "Quotation" means a written quotation provided by Illumina to Customer. "Software" means the Software provided under this Agreement, or as updates or options under future agreements, or as incorporated or embedded in Hardware or components thereof or otherwise provided under this Agreement whether or not there is a separate charge therefor, including any Software that is provided from a third party. All references in this Agreement to the "purchase" or "sale" of Software shall mean the acquiring or granting, respectively, of a license to use such Software to exercise the rights pertaining to such Software that are expressly set forth herein. "Specifications" means the written specifications for Goods that are contained in the Quotation, Documentation, and/or other written materials provided to Customer by Illumina and in effect on the earlier of the date of the Quotation or date Customer places the order for such Goods.

2. **Applicability of Terms and Conditions.** This Agreement shall exclusively govern the ordering, purchase and supply of the Goods, and shall override any conflicting, amending and/or additional terms contained in any purchase orders, invoices or similar documents, which are hereby rejected and shall be null and void. Illumina's failure to object to any such terms shall not constitute a waiver by Illumina, nor constitute acceptance by Illumina of such terms and conditions.

3. **Custom Goods.** Illumina will use commercially reasonable efforts to attempt to collaboratively develop Custom Goods for Customer, according to its standard business practices. Customer may incur separate or additional design and synthesis fees pursuant to such custom product development practices.

4. **Installation.** If the Quotation states that installation is included, Illumina shall install such Good at the Customer Facility. Unless otherwise set forth in the Quotation, the cost of such installation is included in the purchase price. If installation is included, Illumina, or its designee, will use commercially reasonable efforts to schedule and complete installation within thirty (30) days of delivery of all of the components comprising such Good to the Customer Facility. Illumina will provide Customer with any predefined specifications or requirements for the installation of the Good, upgrades, or options, as applicable. If, in Illumina's sole discretion, the Customer's Facility does not meet Illumina's predefined specifications or requirements for the installation of such Good, upgrades, or options, Customer agrees to pay Illumina's hourly service rate to bring the Customer Facility within such compliance for installation of such Good, upgrades, or options.

5. **Financial Terms; Payment Terms.** Illumina will determine payment terms on a per-order basis and such terms are subject to a credit review by Illumina. Any amounts not paid when due will accrue interest at the rate of one and one half percent (1.5%) per month, or the maximum amount allowed by law, if lower. In the event that any payment is not made within the time period specified in this Agreement, Illumina shall have the right to revoke the rights conferred and/or licenses given hereunder, and suspend performance, including shipment, until all payments are made current. Customer shall pay for all costs (including reasonable attorneys' fees) incurred by Illumina in connection with the collection of late payments. The amount of credit may be changed or credit withdrawn by Illumina at any time. Each accepted purchase order is a separate, independent transaction, and Customer has no right of set-off against other purchase orders or other transactions with Illumina. All payments, except for orders with Customers in Japan, shall be made in full by the Customer within thirty (30) days from the date of

the invoice. All payments for orders with Customers in Japan shall be made in full within sixty (60) days from the date of the invoice. Invoices will be issued by Illumina upon shipment of the Goods.

6. **Shipping Terms; Title and Risk of Loss; Additional Terms.** Refer to Appendix I for additional terms and conditions.

7. **Rights Conferred upon Customer.** Unless otherwise expressly stated by Illumina in writing and subject to the terms and conditions of this Agreement, Customer's purchase of the Goods confers upon Customer a non-exclusive, non-transferable, non-sublicensable right under Illumina's Intellectual Property Rights in the Goods, to use the Goods, solely for Customer's internal or commercial research purposes (which includes research services to third parties). Customer acknowledges that the use of the Goods beyond such research purposes, or for any of Customer's specific intended uses, may require Customer to obtain rights from third parties. It is solely Customer's responsibility to ensure it has all rights necessary for its intended use of the Goods. By way of non-limiting example, Customer's use of the Goods to assay for a particular analyte (i.e., a particular nucleic acid sequence) may require a license or other permission from a party that controls the rights to such analyte. The Goods may be covered by one or more U.S. or foreign patents.

8. **Research Use Only; Restrictions.** Customer acknowledges that, unless otherwise expressly stated by Illumina in writing, the Goods are for research use only and have not been subjected to regulatory review or approved or cleared by the United States Food and Drug Administration ("FDA") or any other entity, or otherwise reviewed, cleared or approved under any statute, law, rule or regulation for any purpose, whether research, commercial, diagnostic or otherwise. Customer agrees that, unless otherwise expressly authorized in writing by Illumina: (i) the Consumables are intended for single-use only, and (ii) any use of reagents other than the Consumables or reagents that Illumina has expressly authorized in writing to be used with the Goods voids all warranties and extended warranties for the Goods including, without limitation, the Hardware Warranty found in Section 14 and Consumables Warranty found in Section 17. Customer agrees that Customer shall not, nor will Customer allow any third party to, engage in any of the following activities without the express prior written permission of an officer of Illumina: (i) disassemble, reverse-engineer, reverse-compile, or reverse-assemble the Goods, (ii) separate, extract, or isolate components of Consumables or subject Consumables or components thereof to any analysis not authorized by Illumina, or (iii) otherwise gain access to or determine the methods of operation of the Goods. In addition to any other remedies available to Illumina, a breach of this provision shall immediately terminate the rights, license(s), or permissions given hereunder and void all warranties including, without limitation, the rights conferred under Section 7 and all warranties under Sections 14, 15, and 17.

9. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ILLUMINA OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, DATA OR BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE). ILLUMINA'S TOTAL AND CUMULATIVE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT RECEIVED BY ILLUMINA FROM CUSTOMER UNDER THIS AGREEMENT. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ILLUMINA OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. **Limited Warranties.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN SECTIONS 14, 15, and 17 OF THIS AGREEMENT, ILLUMINA MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE GOODS OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE.

11. **Privacy.** Illumina shall not sell, trade or otherwise share with any other customer of Illumina any account information of Customer. Customer acknowledges and agrees that Illumina may maintain and use a database of orders and account information pertaining to Customer purposes of order processing, maintaining records and assisting with future orders of Customer.

Neither party may disclose any financial terms of this Agreement to any third party without the consent of the other party, except as is required by securities or other applicable laws.

12. **Restrictions; Reservation of Rights.**

a. **Transfer.** Customer shall not sell, rent, lease, loan, transfer or assign any Hardware or component thereof containing Software or Derivative Software to any third party unless Customer erases or removes the Software prior to such sale or transfer, except where Illumina has otherwise agreed in writing.

b. **Software.** Customer shall not (i) reproduce, modify or create derivative works of the Software, except as expressly permitted in the relevant EULA provided to Customer, (ii) disassemble, reverse engineer or otherwise attempt to gain unauthorized

access to the Software source code, any Hardware or any component thereof or unbundle any embedded Software from any Hardware, (ii) use the Hardware, component thereof, or the Software for third-party training, commercial time-sharing or service bureau use, or for any purpose other than as expressly authorized in Section 7 of this Agreement, (iv) remove, alter, cover or obfuscate any copyright, trademark or other proprietary rights notices on or in the Goods, or (v) cause, authorize or permit any third party to do any of the foregoing.

c. Documentation. Customer shall use the Documentation in accordance with the restrictions set forth therein, which may include but shall not be limited to restrictions against altering, modifying or copying the Documentation or removing the Documentation from the Customer Facility without the prior written approval of Illumina. Any permitted copies of the Documentation shall include Illumina's copyright and other proprietary notices.

d. Illumina Proprietary Information. Customer may only use the Illumina proprietary sequences (e.g., IllumiCode/Universal Sequences, Oligonucleotide Capture Sequences, adapter sequences, and such other proprietary sequences as Illumina may identify from time to time), with the Goods. Customer acknowledges and agrees that the contents of and methods of operation of the Goods are proprietary to and the trade secrets of Illumina.

e. Reservation of Rights. Illumina reserves all rights not expressly granted in this Agreement, and no licenses are granted by Illumina under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth herein. The restrictions in Section 7 and this Section 12 are designed to alter the effect of the exhaustion of patent rights that would otherwise result from the sale of the Goods, and therefore control the sale of such Goods.

13. Indemnity.

a. Infringement. Except as set forth in Section 13(b), Illumina shall defend, indemnify and hold harmless Customer, and its officers, directors and employees, against any third-party claim or action alleging that the Goods, when used in accordance with the terms and conditions of this Agreement, its Documentation and its labeling at the Customer Facility, infringes any valid and enforceable Intellectual Property Right, and Illumina shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) awarded against such indemnified party in connection with any such action. If the Goods or any part thereof, become, or in Illumina's opinion may become, the subject of an infringement claim against Illumina or Customer, Illumina shall have the right, at its option, to (i) procure for Customer the right to continue using such Goods, (ii) modify or replace such Goods with substantially equivalent noninfringing products, or (iii) require the return of such Goods and terminate the rights, license and any other permissions given hereunder with respect thereto and refund to Customer the depreciated value of the Goods as shown in the financial records of Customer or price paid for such Goods, whichever is less. This Section 13(a) states the entire liability of Illumina for any infringement of Intellectual Property Rights.

b. Exclusions. Illumina shall have no obligations to defend, indemnify or hold harmless Customer with respect to any third-party claim or action alleging that (i) the use of the Goods, outside the scope of the rights, license(s), or permissions given by Illumina to Customer for such Goods, (ii) the use of the Goods, in combination with any other products or services not supplied by Illumina, (iii) the use of the Goods to perform any assay or other process not supplied by Illumina, (iv) any Goods (or certain aspect thereof) provided hereunder in accordance with specifications or instructions furnished to Illumina by Customer (or by a third party on behalf of Customer), (v) any act regarding the Goods in a manner not expressly authorized in this Agreement or in the Documentation or on the labeling for such Goods, or (vi) any Derivative Software or use of Derivative Software, in each of (i), (ii), (iii), (iv), (v) or (vi) infringes any third party Intellectual Property Right.

c. Conditions. Illumina's indemnification obligation pursuant to this Section 13 is subject to Customer (i) notifying Illumina promptly in writing of such action, (ii) giving Illumina exclusive control and authority over the defense and settlement of such action, (iii) not admitting infringement of any Intellectual Property Right without Illumina's prior written consent, (iv) not entering into any settlement or compromise of any such action without Illumina's prior written consent, and (v) providing all reasonable assistance to Illumina (provided that Illumina reimburses the indemnified party for its reasonable out-of-pocket expenses incurred in providing such assistance).

d. Third-Party Goods. Notwithstanding anything herein to the contrary, Illumina shall have no indemnification obligations with respect to any goods or software originating from a third party and provided under this Agreement. Customer's sole right to indemnification with respect to such third party goods or software shall be pursuant to the original manufacturer's or licensor's indemnity, if any, to Customer, to the extent provided by the original manufacturer or licensor.

14. Warranty for Hardware. The "Hardware Warranty Period" shall be for a period of twelve (12) months unless otherwise expressly set forth in the Quotation. In the case of Hardware that includes installation, the Hardware Warranty Period shall commence upon the earlier of (i) installation of the Hardware or (ii) thirty (30) days after the delivery of such Hardware. For all other Hardware, the Hardware Warranty Period commences upon delivery. During the Hardware Warranty Period, the Hardware (other than Software, the warranty for which is set forth in Section 15) will conform to the Specifications. This limited warranty extends only to Customer as original purchaser unless otherwise agreed upon in writing by Illumina.

The foregoing warranty shall not apply if the Hardware or any component thereof (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by Illumina or has been used in any manner inconsistent with the rights conferred upon Customer under this Agreement, (ii) has been repaired, altered, disassembled or reassembled, or removed from the Customer

Facility by persons not expressly authorized by Illumina, (iii) has not been installed, operated, repaired and maintained in accordance with the Documentation, (iv) has failed due to an act of God, including but not limited to fire, flood, tornado, earthquake, hurricane, lightning, threat of or actual acts of terrorism or war, or (v) has been used with any third party software, hardware, or item including, without limitation, reagent which has not been previously approved in writing by Illumina. If during the Hardware Warranty Period: (i) Illumina's authorized service or support representative is notified promptly upon discovery of any failure of the Hardware to conform to the warranty set forth in this Section, including a detailed description of such alleged failure, (ii) at Illumina's option, either access to the Hardware is provided to Illumina on-site at the Customer Facility or such applicable component(s) are returned, transportation charges prepaid, to Illumina's designated facility in accordance with Illumina's then-current return procedures, and (iii) Illumina's inspections and tests determine that the Hardware or the applicable component indeed fails to conform and has not been subjected to any of the conditions set forth in this Section, then, as Customer's sole remedy and Illumina's sole obligation under the foregoing warranty, Illumina will, at Illumina's option, repair or replace without charge the Hardware or applicable component(s). Any Hardware or component that has either been repaired or replaced under this warranty shall have warranty coverage for the longer of ninety (90) days or the remaining warranty period. Repairs may include the replacement of parts with functionally equivalent, reconditioned or new parts.

15. Software Warranty. The Software will substantially conform to its Specifications for the warranty period specified in the EULA provided with the Software, but in any event no longer than the Hardware Warranty Period; provided that Customer maintains a software release level within one major release of the most current release of the Software. Customer's sole remedy and Illumina's sole obligation under the foregoing warranty shall be for Illumina to use commercially reasonable efforts to correct any substantial nonconformity of the Software reported to Illumina's authorized service or support representative by Customer during the warranty period. The foregoing warranty shall not apply to any failure to conform by the Software that is caused by (i) the use or operation of the Software in an environment other than that intended or recommended by Illumina, (ii) modifications to the Software not made or authorized by Illumina, or (iii) third party hardware or software, whether provided by Illumina or any third party. In addition, the foregoing warranty shall not apply to any Software which has been used with any third party hardware or software or to any Derivative Software.

16. Third-Party Goods. Notwithstanding anything herein to the contrary, Illumina makes no warranty with respect to any third-party goods provided under this Agreement. Customer's sole remedy with respect to such third-party goods shall be pursuant to the original manufacturer's or licensor's warranty, if any, to Customer, to the extent permitted by the original manufacturer or licensor.

17. Warranty for Consumables. The Consumable (excluding Consumables that are Custom Goods), will conform to the Specifications until the later of (i) three (3) months from the date of delivery, or (ii) any expiration date or the end of the shelf-life pre-printed on such Consumable by Illumina, but in no event later than twelve (12) months from the date of delivery (the "Consumable Warranty Period"). This limited warranty extends only to Customer, as original purchaser unless otherwise agreed upon in writing by Illumina. As to Consumables that are Custom Goods, Illumina only warrants to Customer that such Custom Goods shall (a) be manufactured substantially in accordance with all applicable laws and regulations and (b) undergo Illumina's standard quality control procedures. Illumina makes no warranty that Customer will achieve its desired results through use of such Custom Goods. The foregoing warranties shall not apply if any Consumable (a) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by Illumina or has been used in any manner inconsistent with the rights conferred upon Customer under this Agreement, (b) has been repaired, altered, disassembled or reassembled, (c) has not been operated, repaired and maintained in accordance with the Documentation, (d) has failed due to an act of God, including but not limited to fire, flood, tornado, earthquake, hurricane, lightning, threat of or actual acts of terrorism or war, or (e) has been used with any third party good not provided under this or any other agreement with Illumina. If during the Consumable Warranty Period: (a) Illumina's authorized service or support representative is notified promptly upon discovery of any failure of such Consumable to conform to the warranty set forth in this Section, including a detailed description of such alleged failure, (b) such Consumable is returned, transportation charges prepaid, to Illumina's designated facility in accordance with Illumina's then-current return procedures, and (c) Illumina's inspections and tests determine that such Consumable indeed fails to conform and has not been subjected to any of the conditions set forth in this Section, then, as Customer's sole remedy and Illumina's sole obligation under the foregoing warranty, Illumina will, at Illumina's option, repair or replace without charge such Consumable. Any Consumable that has either been repaired or replaced under this warranty shall have warranty coverage for the longer of thirty (30) days or the remaining warranty period.

18. Cancellation; Termination. Orders for Custom Goods are non-cancelable once an order has been placed. If either party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party shall have the right to terminate this Agreement at any time. Either party may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors that is not dismissed within sixty (60) days. In the event of any bankruptcy or insolvency proceeding commenced by or against Customer, Illumina shall be entitled to cancel any order then outstanding.

19. **Survival of Obligations.** All provisions of this Agreement that by their nature should survive termination shall survive including without limitation Sections 1, 2, 5, 6-17, 19, 20, and all payment obligations incurred hereunder. All other rights and obligations of the parties under this Agreement shall cease upon termination or expiration of this Agreement.

20. **Miscellaneous.**

a. Customer acknowledges and agrees that any future products and/or services ("Unreleased Products") are subject to new part numbers, pricing, and specifications. Customer agrees that its purchase of the Goods hereunder is not in reliance on the availability of any Unreleased Products. Customer acknowledges that Customer has no right to return any Goods.

b. If any provision of this Agreement is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The failure of either party to exercise any right granted herein or to require any performance of any term of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent exercise or enforcement of, or be deemed a waiver of any subsequent breach of, the same or any other term of this Agreement. Nothing in this Agreement shall constitute or create a joint venture, partnership, or any other similar arrangement between the parties. No party is authorized to act as agent for the other party hereunder except as expressly stated in this Agreement.

c. Customer acknowledges and agrees that the Goods, or any related technology provided under this Agreement may be subject to restrictions and controls imposed by the United States Export Administration Act and the regulations thereunder (or the regulations and laws of another country). Customer agrees not to export or re-export the Goods, or any related technology into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction.

d. All notices required or permitted under this Agreement shall be in writing and shall be deemed received when (a) delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or ten (10) days for international mail); or (c) one (1) day after deposit with a commercial express courier specifying next day delivery or, for international courier packages, two (2) days after deposit with a commercial express courier specifying 2-day delivery, with written verification of receipt.

e. Customer shall not assign or transfer this Agreement or any rights or obligations under this Agreement, whether voluntary, by operation of law or otherwise, without the prior written consent of Illumina; provided, however, that no consent shall be required for any assignment in connection with any merger, acquisition or the sale of all or substantially all of the stock or assets of Customer to a party that (i) agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) is not, in Illumina's reasonable judgment, a competitor of Illumina. Illumina may assign or transfer this agreement to any (i) successor by way of merger, acquisition or sale of all or substantially all of its stock or assets relating to this Agreement, (ii) of its affiliated entities. Illumina or any successor may assign all or part of the right to payments under this Agreement. Any assignment or transfer of this Agreement made in contravention of the terms hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

f. For orders by Customers located in the United States of America, this Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the State of California, U.S.A., without regard to provisions on the conflicts of laws. For orders by Customers located outside of the United States of America, this Agreement and performance by the parties hereunder shall be construed in accordance with the laws of the country where the Illumina entity named on the Quotation, Electronic Order, or Order Confirmation, as applicable, is located.

g. Illumina shall not be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, tornado, earthquake, hurricane, lightning, government actions, actual or threatened acts of war, terrorism, civil disturbance or insurrection, sabotage, labor shortages or disputes, failure or delay in delivery by Illumina's suppliers or subcontractors, transportation difficulties, shortage of energy, raw materials or equipment, or Customer's fault or negligence. In the event of any such delay the delivery date shall be deferred for a period equal to the time lost by reason of the delay.

h. This Agreement represents the entire agreement between the parties regarding the subject matter hereof and supersedes all prior discussions, communications, agreements, and understandings of any kind and nature between the parties. No amendment to this Agreement or waiver of any right, condition, or breach will be effective unless in writing and signed by both parties.

Appendix I

Shipping Terms; Title and Risk of Loss; Additional Terms

For orders by Customers in the United States of America:

Goods shall be delivered FOB destination to the Customer Facility. Illumina's title to Goods (except for Software) and risk of loss or damage thereto shall pass to Customer at the time of Illumina's delivery of such Goods to the Customer Facility. All prices are exclusive of shipping and insurance charges, all of which are Customer's responsibility and will be invoiced to the Customer separately. All prices and other amounts payable to Illumina under this Agreement are exclusive of and are payable without deduction for all sales, use, excise, value added, GST (goods and services tax), withholding and other taxes, customs duties, tariffs or charges now or hereafter claimed or imposed by any governmental authority upon the sale of the Goods, all of which will be paid by Customer. In the event Illumina is required, by applicable law or regulation, to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Customer.

For orders by Customers in the E.U.:

Goods shall be delivered DDP (Delivered Duty Paid) to the Customer Facility. Illumina's title to Goods (except for Software) and the risk of loss or damage thereto shall pass to Customer at the time of Illumina's delivery of such Good to the Customer Facility. "EU" shall mean any countries which are members of the European Union as of the date of the Agreement. All prices are inclusive of shipping and insurance charges. All prices and other amounts payable to Illumina under this Agreement are exclusive of and are payable without deduction for all sales, use, excise, value added, GST (goods and services tax), withholding and other taxes, customs duties, tariffs or charges now or hereafter claimed or imposed by any governmental authority upon the sale of the Goods, all of which will be paid by Customer. In the event Illumina is required, by applicable law or regulation, to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Customer.

For orders by Customers worldwide, except those in the United States of America and member countries of the E.U.:

Goods shall be delivered DDU (Delivered Duty Unpaid) to the Customer Facility. Illumina's title to Goods (except for Software) and the risk of loss or damage thereto shall pass to Customer at the time of Illumina's delivery of such Good to the Customer Facility. All prices are inclusive of shipping and insurance charges. All prices and other amounts payable to Illumina under this Agreement are exclusive of and are payable without deduction for all sales, use, excise, value added, GST (goods and services tax), withholding and other taxes, customs duties, tariffs or charges now or hereafter claimed or imposed by any governmental authority upon the sale of the Goods, all of which will be paid by Customer. In the event Illumina is required, by applicable law or regulation, to pay any such tax, duty or charge, such amount will be added to the purchase price or subsequently invoiced to the Customer.

Additional terms for orders by Customers in New Zealand:

Illumina and Customer agree that subsection 8(4) Goods and Services Tax Act 1985 does not apply to the Goods. The Customer agrees to pay the agreed price, and any applicable GST, charged in respect of the Goods sold to Customer.

Appendix II

Diagnostic Uses for Certain Instruments

This Appendix II applies to the following instruments and in the listed countries only. Accordingly, all other instruments other than those listed below and in the countries listed below are for research use only.

Instrument:

BeadXpress

The BeadXpress instrument may be used as an in vitro diagnostic device for the evaluation of human test samples in accordance with the indication of use set forth on such instrument's labeling including its Documentation in the following countries:

Countries: United States of America

The following applies to all instruments that may be used for diagnostic purposes as authorized under this Appendix II.

Customer acknowledges and agrees that, unless otherwise expressly stated by Illumina in writing, Customer is not receiving any right, permission, or approval from Illumina to use such instrument for any specific diagnostic use. For example, Customer is not obtaining any right or approval from Illumina to use such instrument for the diagnosis of any specific disease or condition. Customer acknowledges and agrees that any such rights or approvals must be secured by Customer separately including, without limitation, obtaining any rights or licenses from Illumina or a third party that controls the Intellectual Property Rights for such use and any necessary regulatory approvals.

Customer acknowledges and agrees that, unless otherwise expressly stated by Illumina in writing, Customer is not receiving any right, permission, or approval from Illumina to use such instrument for diagnostic purposes with any product, material, or item that (i) is labeled or otherwise restricted for research use only, or (ii) may not be used for diagnostic purposes without Customer's compliance with the laws or rules of, or Customer's receipt of approval from, a government or regulatory body. For example, unless otherwise expressly stated by Illumina in writing, Illumina is not providing any right or permission to use any Illumina assay including, without limitation, its GoldenGate assay, for diagnostic purposes in connection with such instrument.

Customer is solely responsible for ensuring that Customer's use of such instrument is in compliance with all applicable laws and regulations including, without limitation, obtaining any and all regulatory approvals required by law in order for Customer to use such instrument for Customer's intended use. For example, Customer's intended use may require compliance with the Federal Food, Drug, and Cosmetic Act, the Clinical Laboratory Improvement Act, and/or other applicable laws and regulations.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

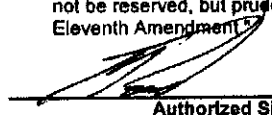
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

- 1. Terms Herein Controlling Provisions:** it is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor. Notwithstanding the above, the State shall pay for all items shipped under this contract.
- 4. Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."


Authorized Signature

11/7/11
Date

PRIOR AUTHORIZATION FORM

INSTRUCTIONS: Provide the following information and fax to the Purchasing Department (fax # 1102)

Requisition or BPC#: Contract Dept. Name: Genome Sequencing Facility

Person Requesting: Clark Bloomer Ext: 87127 Fax: 87133

Acquisition in the amount of \$ KUMC CONTRACT is requested for: Sole Source Personal Reimbursement

Off Contract Purchase State Use Catalog Waiver Emergency - an urgent and unexpected requirement where health and public safety or the conservation of public resources is a risk.

Vendor: Illumina Inc.

Address: 9885 Towne Centre Drive, San Diego, CA 92121

Provide Explanation as to nature of emergency:

Has the vendor ever been an employee of the State of Kansas? Yes No If yes, please explain the nature of the employment and period of service:

1. Description of Material or Service:
Library Construction Kits, SBS sequence kits, TruSeq Clustering Kits, service contracts and misc. proprietary supplies.

2. Sole Source Only - Explain why the recommended vendor is the only one qualified to provide the requested services at the exclusion of all others, i.e., what makes this vendor uniquely qualified?
Illumina is the proprietary supplier of the kits and supplies necessary to operate the HiSeq 2000 NexGen Sequencing system.

3. Sole Source Only - Describe the research that has been completed to insure that no other competition exists (nature of work to be completed, names of vendors contacted who are unable to perform service, etc.):
Due to the proprietary nature of the HiSeq 2000 sequencing system, no other vendors support the system with reagent kits

4. Sole Source Only - Have you requested an agency contract with the vendor at any time during the past twelve months? Yes No If yes, please explain the nature of the service and the amount agreed to be paid.
Request is being processed by the Director of purchasing, Stephen Scanlon.

Department Authorized Signature: Clark Bloomer

KUMC Purchasing USE ONLY

Agency Name: University of Kansas Medical Center Agency Number: 683 Telephone: 913-588-1100

Agency Approval: Heather Dir Purchasing Date: 1/10/11
(Signature and Title)

DIVISION OF PURCHASES USE ONLY

Approved by: _____ Date: _____
(State Procurement Officer Signature)