



Sofia®

**SOFIA 2 SARS ANTIGEN FIA AND  
VIRENA PLACEMENT AGREEMENT**

Mark Spooner - 31034  
Acct - 78184915

This Sofia SARS ANTIGEN FIA and Virena Placement agreement (the "Agreement") is entered into by and between Quidel Corporation, a Delaware corporation ("Quidel"), having a place of business at 9975 Summers Ridge Rd, San Diego, CA 92121 ("Quidel Notice Address"), and the customer set forth below ("Customer").

Customer Information	"Sold To" (Notice Address):		"Ship To" (If different than Sold To):		
Facility Name	County of Monterey, on behalf of its Health Department		County of Monterey, on behalf of its Health Department		
Address	1270 Natividad Road		1270 Natividad Road		
City, ST, ZIP	Salinas CA 93906		Salinas CA 93906		
Primary Contact	Sheena Morales				
Phone	(831) 796-1393				
Email	moralessr@co.monterey.ca.us				
Fax	(831) 796-1388				
Quidel Customer #	78184915	Distributor Rep	Timothy Clayman	Distributor Account #	McKesson Medical

- NATURE OF THE AGREEMENT.** Quidel desires to sell to Customer and Customer desires to purchase from Quidel or its authorized distributor, as designated, ("Distributor") certain tests used with the Sofia 2 analyzer(s) ("Consumables"), as described herein. In addition, Quidel desires to sell or provide to Customer, and Customer desires to purchase or use, Sofia 2 Analyzer(s) and Virena wireless data service (and related components) (the "Equipment") for use with the Consumables during the Term of the Agreement (respectively, the "Equipment Purchase" or "Equipment Use"). The Equipment Use includes Customer's access via a secure website to Customer's aggregated, de-identified test data, which may be downloaded by Customer or viewed by utilizing a built-in report and chart generator ("Data Access"). Customer's Data Access will be limited to only Customer's specific data and certain aggregated data, such as mapping and prevalence data, shared with the Quidel Cloud by other customers. Customer may use the Data Access for its health care operations and other purposes as permitted by law. Title to the Equipment will remain with Quidel. For purposes of this Agreement, Consumables, Equipment (or Equipment Purchase or Equipment Use, as the case may be), and Data Access are collectively referred to as "Product" or "Products."
- AGREEMENT TERM ("Term").** 36-Months commencing on the Effective Date (as defined below).
- PURCHASE TERMS.** In exchange for Quidel's agreement to provide Customer with the discounts provided herein, Equipment Use and/or Data Access at no additional charge for the Term of this Agreement, and subject to the terms of this Section 3, Customer shall (a) purchase the following Consumables in the following amounts at the following prices for each year during the Term of this Agreement, (b) subject to the limitations described in Section 1 of the "Additional Terms and Conditions" attached hereto and the additional limitation for the Sofia SARS Antigen FIA assays, satisfy its total requirements for Consumables listed below in each rapid diagnostic test category for the duration of the Term of the Agreement, and (c) satisfy the obligations specific to Sofia SARS Antigen FIA assay described herein (the "Annual Consumable Purchase Obligation").

Specific to Sofia SARS Antigen FIA assay, Customer shall (a) satisfy its total requirements for rapid antigen SARS testing by purchasing the Sofia SARS Antigen FIA assay, subject to the "New Alternative Testing Limitation" listed below, (b) utilize Virena to transmit its Sofia SARS Antigen FIA assay test results pursuant to the terms herein, and (c) provide good faith efforts to prioritize Sofia SARS Antigen FIA assay tests for healthcare workers and first responders (the "Sofia SARS Purchase Obligation"). If a new alternative rapid antigen SARS test becomes available after the Effective Date and is shown in published peer-reviewed literature to produce superior test results to the Sofia Antigen FIA assay test in a head-to-head study, offers significant technological advancements, and (i) will significantly improve clinical outcomes or patient care; or (ii) will significantly streamline clinical and/or operational work processes, then Customer's purchase and use of such alternative test will not constitute a breach of the Sofia SARS Purchase Obligation (the "New Alternative Testing Limitation").

Product	Catalog Number	List Price Per Kit	Customer Price Per Kit	List Price Per Test	Customer Price Per Test	Annual Purchase Obligation	
						Tests	\$(Dollar Amount)
SOFIA FLU A+B 25T	20218	\$ 550.00	\$ 362.50	\$ 22.00	\$ 14.50	2,500	\$ 36,250.00
SOFIA STREP A+ 25T, US	20274	\$ 175.00	\$ 87.50	\$ 7.00	\$ 3.50	2,400	\$ 8,400.00
Sofia RSV 25T, US	20260	\$ 375.00	\$ 337.50	\$ 15.00	\$ 13.50	25	\$ 337.50
Sofia SARS Antigen FIA*	20374	\$ 875.00	\$ 575.00	\$ 35.00	\$ 23.00	N/A	N/A
<b>Aggregate Annual Consumable Purchase Obligation:</b>						<b>4925</b>	<b>\$44,987.50</b>

\*For the sake of clarity, Customer shall have no minimum purchase obligation with respect to the Sofia SARS Antigen Assay.

If Customer fails to satisfy its total requirements obligations and/or purchases less than 75% of the individual test category or aggregate Annual Consumable Purchase Obligation within any annual period, then Customer shall have 30 days ("Cure Period") from the end of the applicable annual period to meet the purchase commitments and/or resume purchases to meet total requirements. If Customer fails to cure the Annual Consumable Purchase Obligation, then Quidel may, in its discretion: (i) raise pricing for the remaining Term of the Agreement, (ii) cause Customer to (and Customer agrees that it shall) pay to Quidel the aggregate difference between the discounted price for each of the Consumables previously purchased during the Term and the list price referenced in the table above for Consumables, within sixty (60) days of receiving notice of Quidel's determination, and/or (iii) terminate the Agreement and cause Customer to (and Customer agrees that it shall) return all Equipment at Customer's expense and pay to Quidel an amount equivalent to the depreciated value of the Equipment at the termination date using straight line depreciation and list price for the Equipment on the Effective Date. For the sake of clarity, Purchased Equipment shall not be subject of any obligation that requires a return of Equipment nor shall any repayment of depreciation apply to Purchased Equipment. The parties acknowledge and agree that Quidel's offer of the Equipment Use and Data Access set forth at Exhibit A to Customer at no additional charge is conditioned upon Customer's purchase of the Consumables set forth herein for use with the Equipment.

**Equipment.** Customer shall select one of the following two options:



- a) **Equipment Use, Data Access.** The following Equipment shall be provided to Customer at no additional charge, subject to the terms and obligations of this Section 3. The value listed below reflects the annual discount amount associated with Customer's annual purchases of Consumables and is provided to support Customer's discount reporting obligations.

Product Description	Fair Market Value of Annual Use, per Unit	Quantity	Total Fair Market Value of Annual Use Provided to Customer (Unit Value x Quantity)	Total Charge
Sofia 2 Analyzer (Cat #20299) with Installation Pack (Cat #20314)	\$500.00	5	\$2,500.00	No additional charge
Virena Wireless Data Access and Myvirena.com Access (Cat # 29999V)	\$48.00	5	\$240.00	No additional charge
<b>Aggregate Fair Market Value of Annual Use Provided to Customer:</b>			<b>\$2,740.00</b>	<b>No additional charge</b>



- b) **Equipment Purchase, Data Access.** Customer shall purchase Equipment and Data Access at the prices set forth hereto, subject to the terms and obligations of this Section 3.

Product Description	List Price Per Unit	Customer Price Per Unit
Sofia 2 Analyzer (Cat #20299) with Installation Pack (Cat #20314)	\$2,000	\$1,200
Virena Wireless Data Access and Myvirena.com Access (Cat # 29999V)	\$48 per year	Included with purchase of Sofia 2

#### 4. ESTIMATED VOLUMES FOR SOFIA COVID-19.

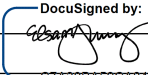
In the table below, Customer shall provide its estimated annual test volumes for the Sofia Consumables that test for the COVID-19 virus. For the sake of clarity, these amounts are not included as part of Customer's Annual Consumable Purchase Obligation.

Product	Catalog Number	List Price Per Kit	Customer Price Per Kit	List Price Per Test	Customer Price Per Unit	Estimated Annual Test Volume
						30,000
Sofia 2 SARS Antigen FIA (25T)*	20374	\$875.00	\$575.00	\$35.00	\$23.00	

\*For the sake of clarity, Customer shall have no minimum purchase obligation with respect to the Sofia SARS Antigen Assay.

[Signature block on following page.]

This Agreement, including the Additional Terms and Conditions, exhibits and addendums, attached hereto, is entered into on the Effective Date written below and has been executed by the authorized representatives of Quidel and the Customer.

<b>Customer: County of Monterey, on behalf of its Health Department</b>	<b>Quidel Corporation</b>
Authorized Signature: 	Authorized Signature:
Name: <b>Elsa Jimenez</b>	Name:
Title: <b>Director of Health</b>	Title:
Date: <b>7/15/2020   12:00 PM PDT</b>	Effective Date:

DocuSigned by:  
  
C0ECE1B99F444A9...

Stacy Saetta

Deputy

7/13/2020 | 8:48 PM PDT

DocuSigned by:  
  
D3834BFEC1D8449...

Gary Giboney

Chief Deputy Auditor-Controller

7/14/2020 | 9:23 AM PDT

**EXHIBIT A**

**DATA ACCESS**

**VIRENA DATA ACCESS AND FACILITY INFORMATION (REQUIRED TO BE FILLED OUT BEFORE EXECUTION)**

The individual identified as the Customer’s Organizational Administrator below shall have access to the Virena website at myvirena.com. In addition, access to myvirena.com is given only to the initial authorized users identified below, if known, or upon e-mail request by the Organizational Administrator and confirmed receipt by Quidel, which must include name, e-mail, phone and facility location for each such user. Customer must notify Quidel in writing or via e-mail of any changes to the Organizational Administrator or Authorized Users.

Organizational Administrator				
First Name	Last Name	E-mail	Phone	Facility

Authorized Users				
User First Name	User Last Name	E-mail	Phone	Facility

Facilities/Ship To					
Facility Name	Street	City	State	County	ZIP

*(Please attach an additional page for additional authorized users or excluded facilities as needed.)*

**ADDITIONAL TERMS AND CONDITIONS**

PURCHASES OF PRODUCTS THROUGH A DISTRIBUTOR ARE GOVERNED BY CUSTOMER'S AGREEMENT WITH THAT DISTRIBUTOR WITH RESPECT TO PAYMENT, SHIPMENT, RETURNED GOODS, AND WARRANTY TERMS.

- 1. ORDER PLACEMENT; DELIVERY AND SHIPMENT TERMS.** Customer must submit firm written purchase orders for Consumables. No order shall be binding upon Quidel unless and until accepted by Quidel in writing. Customer shall not be entitled to revoke, reschedule, and/or cancel any purchase order after acceptance by Quidel without Quidel's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Quidel will use reasonable efforts to deliver accepted orders in accordance with its delivery schedule provided by the order acceptance, acknowledgment, confirmation or similar document, and if no such schedule is stated, promptly. Customer acknowledges and agrees that under the circumstances of the global pandemic and limited resources available for the manufacture of medical devices such as the Products herein, Quidel shall not have any liability for any failure to supply the Products herein, nor shall any delay or failure be considered a breach of this Agreement. In the event Customer purchases a third-party replacement product during any period that Quidel cannot supply the Products, such purchase will not constitute a breach of the Annual Consumable Purchase Obligation so long as such third-party products are not purchased at any time that the Products are again available from Quidel. In the event of a conflict between the provisions of a purchase order or acknowledgment and this Agreement, this Agreement shall control. All Products will be shipped by Quidel FOB Origin Quidel's point of shipment. All packing, transportation expenses, handling charges, freight, and/or insurance (if any) shall be for the account of Customer, and Quidel shall charge Customer for all such charges, costs and expenses as a separate line item(s) on Customer's invoice. Quidel will select the mode of shipment and the carrier, but shall not be deemed thereby to assume any liability or responsibility in connection with the shipment nor shall the carrier be construed as an agent of Quidel. Title to the Consumables and risk of loss, damage and/or delay to the Consumables will pass to Customer upon Quidel's tender of delivery of the Consumables at the shipping point. Quidel shall not be obligated to procure additional insurance.
- 2. CUSTOMER PRODUCT INSPECTION, ACCEPTANCE AND RETURNED GOODS POLICY.** Customer shall be allowed five (5) days from the date of receipt of any order to provide a written notice of rejection to Quidel of any Product that (i) fails in a material way to meet the Limited Warranty set forth below, (ii) is damaged, (iii) has other visible defects, or (iv) is shipped in error. Otherwise, Customer shall be deemed to have accepted the Product as shipped. PRIOR TO RETURNING ANY PRODUCT, CUSTOMER MUST REQUEST A RETURN GOODS AUTHORIZATION NUMBER FROM QUIDEL (THE "RGA NUMBER") AND DELETE ANY AND ALL PROTECTED HEALTH INFORMATION ("PHI") STORED IN THE EQUIPMENT, INCLUDING PATIENT IDS AND ORDER NUMBERS. UNLESS QUIDEL HAS AUTHORIZED IN WRITING THE RETURN OF ANY PRODUCT, QUIDEL WILL NOT BE OBLIGATED TO ACCEPT, MAKE ANY EXCHANGE, REPLACE OR PROVIDE CREDIT OR REFUND FOR ANY PRODUCT RETURNED BY CUSTOMER. As promptly as practicable after written confirmation by Quidel of properly rejected Product and if Quidel desires that Customer return a Product, Customer shall return the same to Quidel freight prepaid.
- 3. PAYMENT TERMS, PRICING AND TAX INFORMATION.** Terms of payment are strictly net thirty (30) days from date of invoice. Prices set forth in the Agreement are guaranteed for one (1) year from the date of this Agreement. Quidel or Distributor, as applicable, may increase prices by an amount not to exceed three percent (3%) or the applicable increase in the National Consumer Price Index (CPI), whichever is lower, in any year beyond the initial year of the Agreement. Customer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. All overdue amounts shall bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until all amounts are paid. Unless Customer is fully exempt from all taxes, Customer shall reimburse Quidel or pay directly if requested by Quidel all federal, state and local taxes which may be imposed upon the use, possession, ownership and/or loan of the Consumables and/or Equipment. Without limitation, Quidel shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code with respect to all Products possessed by Customer that have not been purchased and paid in full. Customer also agrees to pay all costs of collection, including without limitation, court costs, reasonable attorneys' fees, and fees for repossession, repair, storage and sale of the Products.
- 4. EQUIPMENT AND CONSUMABLES.** Customer shall use Equipment (i) if not purchased, only in the United States or any territory of the United States at the Customer's "ship to" address (unless Quidel consents to moving the Equipment to another location); (ii) for Customer's "own use" and not for resale purposes; (iii) in the manner described in the User Manual, applicable Product labeling or according to Quidel's instructions; and (iv) in accordance with all applicable laws. Customer shall not disassemble, reverse engineer, make derivative works of, make any changes or alterations in, or modifications or attachments to, the Products, or remove any labels, signs, symbols, trademarks, or serial numbers affixed to the Products. Customer may use Quidel Equipment only with Quidel Consumables. As between the parties, Quidel will own all right, title, and interest in and to the intellectual property rights in the Products. Notwithstanding these limitations, Customer may purchase non-Quidel consumables for use with Equipment when such use is safe and appropriate with Quidel Equipment and medically necessary, upon patient request, or if, it is in the best interest of the patient.
- 5. SERVICE AND TECHNICAL SUPPORT.** Quidel shall provide service and maintenance for the Equipment (excluding network hardware) provided under this Agreement, during the Term of the Agreement, at no additional charge to Customer, provided that Customer fully complies with this Agreement. Prior to return of the Equipment to Quidel for service or maintenance, Customer must first delete any and all PHI stored in the Equipment. This Agreement does not cover service or parts for any attachments, accessories, or alterations not marketed by Quidel, nor to correct problems from their use. Throughout the term of this Agreement, Customer shall be responsible for routine maintenance of the Equipment, including replacement of batteries and all maintenance and cleaning set forth in the Maintenance and Cleaning section of the User Manual. Customer will be responsible for any damage to the Equipment caused by Customer's acts or omissions, or by any service performed by persons other than Quidel's authorized dealer. Quidel reserves the right to use refurbished Equipment as replacement Equipment. Customer is hereby granted a limited, non-exclusive, non-sublicensable, non-transferable license to use the Quidel software loaded on the Equipment solely to enable Customer's use of the Products. Service includes software upgrades for reliability or operational improvements at no additional charge (excludes menu expansion). Technical support is provided for all Products provided directly from Quidel Corporation. In the event Quidel develops new technology, Customer shall have the ability to upgrade to such new technology upon mutually agreeable terms and conditions. Data Access may be temporarily unavailable for scheduled or unscheduled maintenance by Quidel or third-party suppliers, or for other causes beyond Quidel's reasonable control.
- 6. ACTIVATION OF VIRENA AND RIGHT TO TRANSMITTED DATA.** The Virena wireless data service will be configured with the Sofia 2 Analyzer(s) located at the Customer address (or identified participating sites). Customer acknowledges and agrees that, following registration and upon configuration and connection of a Sofia 2 analyzer to the Virena network, which will enable the router to transmit data in accordance with this Agreement, the Sofia 2 analyzer will transmit data, de-identified in accordance with 45 C.F.R. § 164.514(b)(1), from Customer's Sofia 2 analyzer(s) to Quidel's network of secured, third-party remote hosted servers, which will store, manage, and process this data (the "Quidel Cloud"), from which the de-identified data can then be extracted by Quidel. Customer acknowledges and agrees that: (i) Quidel will have an unrestricted right to access, aggregate, or otherwise edit the de-identified data Customer transmits to the Quidel Cloud ("Cloud Data"); (ii) Cloud Data will be available for Quidel's unrestricted use, including aggregation with Cloud Data from other customers, including, but not limited to, submission of such de-identified data to the Centers for Disease Control or other entities for public

health and surveillance purposes; and (iii) Quidel owns, without restriction, all analyses based in whole or in part on Cloud Data and Quidel may use such analyses for any commercial purpose. Quidel may terminate Customer's access to Virena wireless data access upon thirty (30) days' notice. In addition, Quidel may terminate Customer's Data Access during any renewal period in which Customer fails to return loaned Equipment as required.

- 7. LIMITED WARRANTY.** QUIDEL WARRANTS (1) THAT THE CONSUMABLES SHALL CONFORM SUBSTANTIALLY WITH THE SPECIFICATIONS SET FORTH IN THE RELATED PACKAGE INSERTS AND COMPLY WITH AND BE MANUFACTURED, PACKED, STERILIZED (IF APPLICABLE), LABELED AND SHIPPED IN MATERIAL COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, REGULATIONS AND STANDARDS; AND (2) THAT THE EQUIPMENT WILL BE MATERIALLY FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF SHIPMENT (THE "LIMITED WARRANTY"). QUIDEL'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY, OR IN RELATION TO ANY DELAY OR DEFAULT IN SUPPLYING THE PRODUCTS, OR ANY OTHER CLAIM SHALL BE LIMITED TO, AT QUIDEL'S OPTION, THE REFUND OR CREDIT OF THE PRODUCT PRICE PAID BY CUSTOMER FOR SUCH PRODUCT (INCLUDING SHIPPING COSTS) OR REPAIR OR REPLACEMENT OF SUCH PRODUCT (WITH NEW AND/OR RECONDITIONED PARTS OR PRODUCTS) AT QUIDEL'S COST AND EXPENSE (INCLUDING SHIPPING). QUIDEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER AS TO IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE, INTEROPERABILITY, OR NON-INFRINGEMENT, THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER. QUIDEL DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT SOFTWARE IS ERROR-FREE, SECURE OR WILL OPERATE WITHOUT INTERRUPTION. QUIDEL DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION AS TO THE RESULTS OF ANY TEST PERFORMED USING THE PRODUCTS AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM CUSTOMER'S OR ANY THIRD-PARTY'S RELIANCE THEREON. QUIDEL'S MAXIMUM LIABILITY FOR ANY DIRECT DAMAGES IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT SHALL NOT EXCEED THE NET PRODUCT PRICE PAID BY CUSTOMER DURING THE TERM FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY. EXCEPT FOR LIABILITIES ARISING OUT OF (I) A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS; (II) INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (III) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE OR REVENUE, OR PROFITS IN CONNECTION WITH OR ARISING OUT OF QUIDEL'S PROVISION OF ANY PRODUCTS, OR CUSTOMER'S USE OF ANY PRODUCTS PROVIDED BY QUIDEL OR DAMAGE TO SYSTEMS, PROGRAMS, OR DATA, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT APPLY TO EQUIPMENT DAMAGED THROUGH ABNORMAL USE, MISUSE, MISHANDLING, NEGLIGENCE, ACCIDENT, NEGLIGENCE, TAMPERING OR UNAUTHORIZED SERVICE. THE TERMS SET FORTH HEREIN PURSUANT TO WHICH QUIDEL AGREES TO PROVIDE PRODUCT TO CUSTOMER REFLECT THE PARTIES' AGREED UPON ALLOCATION OF RISK AND LIMITATIONS, DISCLAIMERS AND EXCLUSIONS HEREIN SHALL APPLY EVEN IF ANY LIMITED REMEDY FAILS IN ITS ESSENTIAL PURPOSE.
- 8. COMPLIANCE WITH LAWS AND DISCOUNT REPORTING.** The parties shall comply with applicable state and federal laws in the performance of this Agreement, including, without limitation, the federal False Claims Act (31 U.S.C. §§ 3729 et seq.), the federal anti-kickback statute (42 U.S.C. § 1320a-7b(b)), the federal Physician Payment Sunshine Act (the "AKS", 42 U.S.C. § 1320a-7h), the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "HIPAA"), and any regulations implementing such laws, the U.S. Foreign Corrupt Practices Act, export sanctions, applicable laws prohibiting bribery of public officials and private persons, influence peddling and money laundering, as well as all comparable state and local laws and regulations. Any discounts provided in connection with the sale of products are intended to comply with the AKS. Customer shall fully and accurately report in applicable cost reports and other submissions to federal healthcare programs all discounts provided and, upon request of the Secretary of the U.S. Department of Health and Human Services or a state agency, shall make available information provided to Customer by Supplier concerning the discounts. Customer acknowledges that compliance with the AKS exception or regulatory safe harbor for discounts, including the reporting obligations, is a condition precedent for the sale of the Products and that Supplier would not have agreed to sell the Products hereunder had Customer not agreed to comply with such obligations. Customer acknowledges and agrees that Quidel is not a HIPAA Business Associate to Customer. Customer acknowledges and agrees that Quidel has the authority, in its sole and absolute discretion, to recall any Product to comply with applicable laws, and Customer agrees to fully cooperate with Quidel in the case of any such recall. If Customer is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Agreement, Customer shall immediately notify Quidel in writing of the investigation or inquiry, and shall provide Quidel with all assistance reasonably requested in relation to such investigation.
- 9. NON-DEBARMENT/EXCLUSION.** Each party represents and warrants that neither it, nor any of its directors, employees, or agents, has ever been barred or excluded from participating in any federal or state health care program, or convicted of a criminal offense with respect to health care reimbursement. Each party shall immediately notify the other party if the foregoing representation becomes untrue, or if either party is notified by the Office of Inspector General of the Department of Health and Human Services or other enforcement agency that an investigation of the party or any of its directors, employees, or agents has begun which could lead to such debarment, exclusion, or conviction. In the event that either party or any of its directors, employees, or agents is debarred or excluded from participating in any federal or state health care program during the term of this Agreement, or if at any time after the Effective Date of this Agreement it is determined that either party is in breach of this section, this Agreement shall, as of the effective date of such debarment or exclusion be automatically terminated.
- 10. TERMINATION.** Either party may terminate this Agreement following a default by the other party of its obligations hereunder if such default is not cured within thirty (30) days after delivery of notice of such default to the defaulting party or the other party files a petition in bankruptcy, is adjudicated bankrupt, makes a general assignment for the benefit of creditors, or is voluntarily or involuntarily dissolved. If neither party provides prior written non-renewal notice to the party at least sixty (60) days prior to the end of the Term, then the Term shall be automatically extended for twelve (12) months. Upon termination of this Agreement, if Equipment is not purchased, Customer will carefully pack and ship the Equipment to Quidel in substantially the same condition as received (ordinary wear and tear excepted) in accordance with the terms herein. If the Equipment is returned, Customer shall be responsible and liable for: (i) deleting any and all PHI stored in the Equipment, including all Patient IDs and Order Numbers; (ii) the loss of or damage to the Equipment including while it is in return transit; and (iii) the transportation expenses for the return of the Equipment.
- 11. DISTRIBUTOR.** Customer, at its sole discretion, may select a Distributor of its choice. Quidel may delegate to Distributor any of Quidel's duties pertaining to distribution of Products or related activities under the Agreement. Customer acknowledges and consents to such delegation to Distributor. Any reference to Quidel in this Agreement that imparts on Quidel any duty that Quidel has delegated to Distributor shall be construed as a reference to Quidel or to Distributor. The terms and conditions contained in any invoice, sales acknowledgement, bill of lading, or other document supplied by Distributor to Customer shall (a) govern the relationship between Distributor and the Customer and (b) supersede any inconsistent terms and conditions of the Agreement and any addendum or exhibits attached thereto, with respect to the terms of shipment and payment for Products delivered to the Customer by the Distributor, which terms include, without limitation, acceptance, damage or loss in transit, credit terms, payment terms, and shipping terms, but exclude any warranty terms (which warranty terms shall be solely as expressly set forth in this Agreement), indemnification terms, or liability terms. For the avoidance of doubt, pricing terms and purchase commitments for the Consumables and Equipment are as set forth in this Agreement.

**12. MISCELLANEOUS.** Quidel shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, pandemic, infringement claims, or other causes beyond its reasonable control. Customer agrees that in such events Quidel may delay or allocate Products among all purchasers as it deems reasonable, without liability, and Quidel shall not be obligated to purchase substitute products for Customer. This Agreement, including any addenda or exhibits, contains the entire understanding with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements, proposals, and representations made between the parties. No changes to this Agreement shall be made or be binding upon either party unless made in writing and signed by both parties. No right created under this Agreement shall be waived unless expressly waived in writing and signed by the party possessing such right. This Agreement shall be governed by the laws of the State of California, without regard to any conflicts of law provision. The non-prevailing party in any claim arising from this Agreement shall pay the prevailing party reasonable attorneys' fees and expenses incurred in such claim. Customer agrees not to disclose the terms and conditions of this Agreement or any purchase order to any person except as required by law upon receipt of Quidel's prior written consent. Customer warrants that it will not permit or assist any other person or entity to, divulge, disclose, or in any way distribute or make use of Quidel trade secrets or intellectual property. If any law or court of competent jurisdiction makes any provision of the Agreement illegal, invalid or unenforceable, then the remaining terms and conditions shall remain in effect. Any notice between the parties shall be in writing and shall be deemed given only if delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery to the Quidel Notice Address set forth in this Agreement, if given to Quidel, and the Customer Notice Address set forth in this Agreement, if given to Customer. Notices shall be deemed effective upon receipt. Customer may not assign or transfer this Agreement, nor move, transfer, or assign the Equipment without Quidel's prior written consent and any attempted assignment, delegation or transfer by Customer without such consent will be void. Neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. No expiration or termination of this Agreement shall relieve Customer of any payment or other obligations accrued at the time of such expiration or termination. Any and all rights and obligations set forth in this Agreement, which by their nature and context are intended to survive such expiration or termination shall so survive.

**Ship To Addendum**

This addendum permits Quidel to accept purchase orders from the following Customer "Ship To" entities referenced below, and permits Quidel to ship products directly to such entities. Customer represents that it has the authority to bind each entity to this Agreement, and each entity shall be bound by this Agreement, as if such entity signed this Agreement. Each entity shall be obligated for their purchases made pursuant to this Agreement.

**Participating Sites:**

<b>Membership ID</b>	<b>Territory ID</b>	<b>Account Number</b>	<b>Account Name</b>	<b>Address</b>	<b>City</b>	<b>St</b>	<b>Zip</b>
	31034	45129900 1	Alisal Health Center-A	559 E Alisal St Ste 201	Salinas	CA	93905
	31034	45129551 5	Seaside Family Health Center	1156 Fremont Blvd	Seaside	CA	93955
	31034	78184848	Laurel Health Clinics - Pediatrics	Building 200 Ste 101 1441 Constitution Blvd	Salinas	CA	93906
	31034	78184830	Laurel Family Practice	1441 Constitution Blvd Bldg 400	Salinas	CA	93906
	31034	45129854 1	Monterey County Health Clinic	3155 De Forest Rd	Marina	CA	93933



**Ordering Information**

Distribution partner, please use information below for purposes of placing an initial sales order.

	ITEM NUMBER / SKU	QUANTITY
<b>Starter Pack, Test Kits and Controls</b>	<b>Sofia 2 Flu Starter Kit 1 PK (25T) - #20310</b> (1 leased Sofia 2 analyzer, 1 Installation pack, 1 flu kit)	
	<b>Sofia 2 Flu Starter Kit 3 PK (75T) - #20311</b> (1 leased Sofia 2 analyzer, 1 Installation pack, 3 flu kits)	
	<b>Sofia 2 RSV Starter Kit 3 PK (75T) - #20313</b> (1 leased Sofia 2 analyzer, 1 install pack, 3 RSV kits)	
	<b>Sofia 2 Strep A+ Starter Kit 3 PK (75T) - #20321</b> (1 leased Sofia 2 analyzer, 1 install pack, 3 Strep A+ kits)	
	<b>Sofia 2 Lyme (MOD) Starter Kit 1 PK (25T) - # 20325</b> (1 leased Sofia 2 analyzer, 1 install pack, 1 Lyme kit)	
	<b>Sofia 2 Lyme (Waived) Starter Kit 1 PK (15T) - # 20320</b> (1 leased Sofia 2 analyzer, 1 install pack, 1 Lyme kit)	
	<b>For PURCHASED analyzers:</b> <b>Sofia 2 Analyzer - #20299</b> <b>Installation pack - #20314</b> <b>Virena Wireless Data Access and Myvirena.com Access - #29999V</b>	
<b>Additional Shipping Info</b>		

## Certificate Of Completion

Envelope Id: C523F232B94F480A9C93726D2CEEC11A	Status: Completed
Subject: DocuSign: Non-Standard Placement Agreement - Quidel Corporation	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Antonia Pichardo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PichardoAP@co.monterey.ca.us
	IP Address: 192.92.176.113

## Record Tracking

Status: Original 7/13/2020 4:51:00 PM	Holder: Antonia Pichardo PichardoAP@co.monterey.ca.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Health	Location: DocuSign

## Signer Events

Stacy Saetta  
saettasl@co.monterey.ca.us  
Deputy  
County of Monterey  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
C0ECE1B99F444A9...  
Signature Adoption: Pre-selected Style  
Using IP Address: 71.204.153.240

## Timestamp

Sent: 7/13/2020 5:13:26 PM  
Viewed: 7/13/2020 8:48:21 PM  
Signed: 7/13/2020 8:48:36 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/21/2020 4:46:37 PM  
ID: 05c09c38-6c3b-42b6-9238-8a9b6f530e51

Gary Giboney  
giboneyg@co.monterey.ca.us  
Chief Deputy Auditor-Controller  
County of Monterey  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
D3834BFEC1D8449...  
Signature Adoption: Pre-selected Style  
Using IP Address: 107.142.229.22

Sent: 7/13/2020 8:48:37 PM  
Resent: 7/14/2020 8:35:35 AM  
Viewed: 7/14/2020 9:22:04 AM  
Signed: 7/14/2020 9:23:01 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 6/23/2020 1:17:31 PM  
ID: 8c99ba35-c8d0-4870-b7d0-267d43088b83

Elsa Jimenez  
jimenezem@co.monterey.ca.us  
Director of Health  
Health  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
C7A30BA59CA8423...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 192.92.176.115

Sent: 7/14/2020 9:23:03 AM  
Viewed: 7/15/2020 11:59:44 AM  
Signed: 7/15/2020 12:00:10 PM

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Accepted: 4/14/2020 3:20:50 PM  
ID: 0da1b664-dd0b-42dc-80cf-0d5b34d3c0af

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Prisca Segovia segoviap@co.monterey.ca.us Health Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 7/15/2020 12:00:12 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	7/15/2020 12:00:12 PM
Certified Delivered	Security Checked	7/15/2020 12:00:12 PM
Signing Complete	Security Checked	7/15/2020 12:00:12 PM
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Electronic Record and Signature Disclosure
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