QuidelOrtho™

# TRIAGE PURCHASE AGREEMENT

This Triage® Purchase Agreement (the "**Agreement**") is entered into by and between QuidelOrtho Sales Company, LLC ("**QuidelOrtho**") a Delaware limited liability company, having a place of business at 9975 Summers Ridge Road, San Diego, CA 92121 ("**Quidel Notice Address**"), and the following customer ("**Customer**"). This Agreement supersedes and replaces the Sofia and Virena Agreement (ID # **MCK-01933387**) entered into by the parties **October 17, 2023** ("Previous Agreement"). The parties agree the Previous Agreement is hereby terminated.

| **Customer Information** | **"Sold To" (Address for Notice):** | **"Ship To" (If different than Sold To):** | |
|---|---|---|---|
| Customer Name | Clinton Regional Hospital | | |
| Address | 100 N 30th St | | |
| City, State, ZIP | Clinton, OK 73601 | | |
| Primary Contact | Brendan Price | | |
| Phone | +15805475128 | **Distributor (If any) / Account #** | |
| E-Mail | brendan.price@crhaok.com | **Distributor Rep** | |
| Fax | | **Distributor Name** | McKesson |
| QuidelOrtho Customer # | **856987** | | |

1. **PURPOSE.** QuidelOrtho desires to sell to Customer and Customer desires to purchase from QuidelOrtho or its authorized designated distributor ("**Distributor**") certain tests used with the Triage Meter(s) ("**Consumables**"). In addition, QuidelOrtho desires to sell, or provide to Customer at no additional charge, Triage Meter(s) and ancillary components (the "**Equipment**") for use with the Consumables during the Term of this Agreement (respectively, the "**Equipment Purchase**" or "**Equipment Use**"). Title to Equipment placed with Customer for its use at no additional charge will remain with QuidelOrtho. For purposes of this Agreement, Consumables and Equipment are collectively referred to as "**Product(s)**".

2. **AGREEMENT TERM.** The term of this Agreement commences on the date of QuidelOrtho's signature below (the "Effective Date"), and continues for 36 months ("**Initial Term**"). Unless either party provides written notice to the other party at least sixty (60) days prior to the end of the Initial Term or any renewal period thereafter, then the Term will automatically extend for successive ninety (90) day periods (each a "**Renewal Period**") until all Equipment owned by QuidelOrtho is returned by Customer, at which time this Agreement will automatically expire. The Initial Term, including each applicable Renewal Period thereafter, is hereby referred to collectively as the "**Term**".

3. **PURCHASE TERM.** In exchange for QuidelOrtho providing discounts described in this Agreement, which may include Equipment Use at no additional charge, for each annual period during the Term, measured from the Effective Date and each anniversary thereafter (a "**Contract Year**"), Customer will (i) purchase at least the quantities of the Consumables at the prices set forth in the table below*, and (ii) designate QuidelOrtho as their sole source supplier satisfying ninety percent (90%) of Customer's total requirements including both instrumented and non-instrumented tests, within the specific rapid diagnostic test categories outlined below(the "**Annual Consumable Purchase Obligation**"). Customer's Equipment Use at no additional charge is conditioned upon Customer's compliance with the Annual Consumable Purchase Obligation.

| **Product** | **Catalog Number** | **List Price Per Kit** | **Customer Price Per Kit** | **List Price Per Test** | **Customer Price Per Test** | ***Annual Consumable Purchase Obligation** | |
|---|---|---|---|---|---|---|---|
| | | | | | | **Tests** | **$ (Dollar Amount)** |
| TRIAGE KIT, CAL VERS TOTAL 5 | 88755 | $90.00 | $66.00 | $90.00 | $66.00 | 0 | $0.00 |
| TRIAGE KIT, CONTROL LVL1,TC5 | 88753 | $130.00 | $96.00 | $130.00 | $96.00 | 0 | $0.00 |
| TRIAGE KIT, CONTROL LVL2,TC5 | 88754 | $130.00 | $96.00 | $130.00 | $96.00 | 0 | $0.00 |
| TRIAGE BNP PANEL 25T | 98000XR | $825.00 | $500.00 | $33.00 | $20.00 | 0 | $0.00 |
| TRIAGE D-DIMER PANEL 25T | 98100 | $787.50 | $500.00 | $31.50 | $20.00 | 0 | $0.00 |
| TRGE CARDIAC PNL,TNL 25T US | 97021HS | $575.00 | $430.00 | $23.00 | $17.20 | 300 | $5,160.00 |
| KIT,TRIAGE HS CARDIAC PANEL | 97000HS | $825.00 | $527.50 | $33.00 | $21.10 | 0 | $0.00 |
| **Aggregate Annual Consumable Purchase Obligation:** | | | | | | **300** | **$5,160.00** |

Following the end of any Contract Year during the Term, QuidelOrtho will evaluate Customer's purchases of Consumables by individual test category, and in the aggregate, to determine if Customer has met its Annual Consumable Purchase Obligation. If within any Contract Year of the Term, Customer fails purchase the greater of 75% of the annual quantities set forth in the table above, or 90% of Customer's total requirement for each applicable rapid test category, then Customer will have thirty (30) days from the date of QuidelOrtho's written notice("**Cure Period**") to purchase the quantity

of Consumables necessary to fulfil its Annual Consumable Purchase Obligation. If Customer fails to cure its Annual Consumable Purchase Obligation defined above in clauses (i) and (ii) during the Cure Period, then QuidelOrtho may: (i) adjust pricing for the remainder of the Term based on volumes actually purchased, (ii) invoice Customer for 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, in which case Customer agrees to pay to QuidelOrtho such invoiced amounts within sixty (60) days of receiving notice of QuidelOrtho's determination, (iii) ) require Customer to pay a volume commitment shortfall payment ("**Shortfall Payment**") equal to 100% of the total committed Product volume of the Annual Consumable Purchase Obligation less the volumes actually purchased, calculated based on pricing in effect at the time of the default, within sixty (60) days of receiving QuidelOrtho's notice, (iv) terminate the Agreement, in which case Customer must return all unpurchased Equipment owned by QuidelOrtho at its expense and pay to QuidelOrtho an amount equivalent to the depreciated value of such Equipment at the termination date calculated by using straight line depreciation of the list price for the Equipment on the Effective Date, and/or (v) extend the contract for an additional twelve (12) months from the expiration date with all terms and conditions in full force.

4. **Equipment Use**. QuidelOrtho will provide the following Equipment to Customer at no additional charge during the Term, subject to Customer's compliance with the terms and obligations set forth in this Agreement, including but not limited to Section 3. The listed Equipment value below reflects the annual discount 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** |
|---|---|---|---|---|
| Triage MeterPro, item #55070MP | $1,399.00 each | 0.00 | $0.00 | No additional charge |
| Bar Code Scanner for Triage Meter BOM, item #52111MP | $133.33 each | 0.00 | $0.00 | No additional charge |
| **Aggregate Fair Market Value of Annual Use Provided to Customer:** | | | $0.00 | No additional charge |

This Agreement, including the Additional Terms and Conditions, exhibits and addenda, attached to it which are incorporated into this Agreement by reference, is executed by the authorized representatives of the parties hereto, and is effective on the Effective Date indicated below.

| **Customer**: Clinton Regional Hospital | **QuidelOrtho Sales Company, LLC** |
|---|---|
| Authorized Signature: | Authorized Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Effective Date: |

## ADDITIONAL TERMS AND CONDITIONS

The following Additional Terms and Conditions are incorporated by reference into the Triage Purchase Agreement (the "**Agreement**"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Agreement. With respect to any purchase orders for Products issued by a Customer to a Distributor (a) the terms and conditions contained in Customer's agreement with the Distributor with respect to purchasing terms such as payment, freight, delivery, risk of loss, and returned goods will govern the relationship between Customer and Distributor; and (b) for the avoidance of doubt, the remaining provisions herein, including pricing terms and purchase obligations for the Products set forth in the Agreement shall apply.

1. **ORDER PLACEMENT; DELIVERY AND SHIPMENT TERMS (Direct Orders).** Customer must submit firm written purchase orders for the Products. QuidelOrtho will not be bound by any order until confirmed by QuidelOrtho in writing. Customer may not revoke, reschedule, or cancel any purchase order after confirmation by QuidelOrtho without QuidelOrtho's prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed. QuidelOrtho will use reasonable efforts to deliver confirmed orders in accordance with the delivery schedule stated in its order confirmation or similar document, and if no schedule is stated, then promptly. If the provisions of a purchase order or order confirmation conflict with this Agreement, this Agreement will control. QuidelOrtho will ship all Products FOB Origin QuidelOrtho's point of shipment. Customer will be liable for any charges for packing, transportation expenses, handling, freight, and insurance, and QuidelOrtho will charge Customer for those charges, costs, and expenses. QuidelOrtho may select the mode of shipment and carrier but does not assume any liability or responsibility in connection with the shipment and the carrier will not be considered QuidelOrtho's agent. Customer assumes title to the Consumables and any purchased Equipment, as well as all risk of loss, damage, or delay upon QuidelOrtho's tender of delivery to the shipping carrier. QuidelOrtho will not be obligated to procure additional insurance.
2. **CUSTOMER PRODUCT INSPECTION, ACCEPTANCE AND RETURNED GOODS POLICY (Direct Orders).** Within five (5) days of receipt of each order, Customer must provide a written notice of rejection to QuidelOrtho 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. Except to the extent Customer provides timely written notice of rejection, Customer will be deemed to have accepted the Product as shipped. Before returning any Product, Customer must request a return goods authorization number ("**RGA Number**") from QuidelOrtho and delete all protected health information ("**PHI**") stored in the Equipment, including patient IDs and order numbers. Unless it has authorized a Product return in writing, QuidelOrtho will not be obligated to accept, make any exchange, replace, or provide credit or refund for any Product returned by Customer. At QuidelOrtho's request, Customer will return the rejected Product to QuidelOrtho freight prepaid as promptly as possible following receipt of QuidelOrtho's written confirmation of Customer's rejection.
3. **PAYMENT TERMS, AND PRICING.** For direct orders, terms of payment are net thirty (30) days from date of invoice and time is of the essence for the payments. QuidelOrtho may not increase the prices under this Agreement for one (1) year from the Effective Date. Thereafter, QuidelOrtho or Distributor, as applicable, may increase prices once per calendar year by the amount equivalent to any increase in the Producer Price Index ("**PPI**") during the immediately preceding twelve (12) months. For direct orders, 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. All overdue amounts will 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. The Equipment related to Customer's Equipment Use, if applicable, is owned exclusive by QuidelOrtho. Customer will (i) have no interest whatsoever in such Equipment other than the use rights granted in this Agreement, and (ii) keep such Equipment free and clear of all liens and encumbrances. Without limiting the other provisions of this Section, QuidelOrtho has the rights and remedies of a secured party under the Uniform Commercial Code ("**UCC**") with respect to all Products in Customer's possession for which Customer has not paid in full. Customer agrees to pay all costs of collection, including court costs, reasonable attorneys' fees, and fees for repossession, repair, storage, and sale of the Products.
4. **TAXES.** Except to the extent Customer is tax exempt and the applicable taxes are not payable, Customer will be responsible, and reimburse QuidelOrtho if paid by QuidelOrtho, for all applicable taxes or fees (including any interest or penalties) relating to this Agreement, including assessment or imposition of government personal property and use taxes, fees, duties, tariffs, and levies relating to the Equipment and Consumables, including the import or export of them or their raw materials or components, except those taxes on or measured by the gross income of QuidelOrtho (collectively, "**Taxes**"). Customer must pay any invoiced Taxes in accordance with Section 3, Payment Terms.
5. **EQUIPMENT AND CONSUMABLES.** Customer will 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 QuidelOrtho consents in writing to Customer moving the Equipment); (ii) for its "own use" and not for resale purposes; (iii) in accordance with the user manual, applicable Product labeling, or according to QuidelOrtho's written instructions; and (iv) in accordance with all Applicable Laws (defined below). Customer will not disassemble, reverse engineer, make derivative works of, make any changes or alterations in, or modifications or add attachments to, the Products, or remove any labels, signs, symbols, trademarks, or serial numbers affixed to the Products. Customer may use QuidelOrtho Equipment only with QuidelOrtho Consumables. As between the parties, QuidelOrtho owns all right, title, and interest in and to the intellectual property rights in the Products.
6. **INSURANCE**. Customer will, at its own expense and for the duration of this Agreement and any period during which Customer retains possession of any Equipment owned by QuidelOrtho, maintain insurance coverage (i) to protect Customer in carrying out its duties and responsibilities under this Agreement, and (ii) for all QuidelOrtho-owned Equipment provided to Customer for its use under this Agreement. Such insurance will include coverage for risks of physical loss or damage to Quidel-owned Equipment, including but not limited to loss, theft, fire, vandalism, and other perils commonly covered under an "all risk" property insurance, and will name QuidelOrtho Sales Company, LLC as an additional insured with respect to such coverage. Customer will provide QuidelOrtho with evidence of such insurance coverage upon request.
7. **SERVICE AND TECHNICAL SUPPORT.** During the Term, and subject to Customer's full compliance with this Agreement, QuidelOrtho will provide service and maintenance for the Equipment (excluding network hardware) at no additional charge. Prior to the return of the Equipment to QuidelOrtho for service or maintenance, Customer must (i) obtain prior written approval from QuidelOrtho customer service and (ii) delete all PHI stored in the Equipment. This Agreement does not cover service or parts for any attachments, accessories, or alterations not marketed by QuidelOrtho, or damages caused by Equipment misuse. During the Term, Customer will be responsible for routine maintenance of the Equipment, including replacement of batteries and all

recommended maintenance set forth in the Equipment user manual. Customer is responsible for any damage to the Equipment caused by misuse, Customer's acts or omissions, or any service not performed by QuidelOrtho or its authorized dealers. QuidelOrtho reserves the right to provide refurbished or reconditioned Equipment under this Agreement. QuidelOrtho grants Customer a limited, non-exclusive, non-sublicensable, non-transferable license to use the QuidelOrtho 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 QuidelOrtho. In the event QuidelOrtho develops new technology, Customer will have the ability to upgrade to such new technology upon mutually agreeable terms and conditions.

8. **LIMITED WARRANTY; LIABILITY.** QuidelOrtho warrants (1) that the Consumables will conform substantially with the specifications set forth in their package inserts and comply with and be manufactured, packed, sterilized (if applicable), labeled, and shipped in material compliance with all Applicable Laws; 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 (collectively, the "**Limited Warranty**"). **QuidelOrtho's sole liability and Customer's sole remedy for breach of the Limited Warranty, or in relation to any delay or default in supplying Products, or any other claim will be limited to, at QuidelOrtho's option, the (i) refund or credit of the Product price paid by Customer (including shipping costs) or (ii) repair or replacement of the Product (with new or reconditioned parts or Products) at QuidelOrtho's cost and expense (including shipping). QuidelOrtho 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. QuidelOrtho does not warrant, guarantee, or make any representations that the Product software is error-free, secure, or will operate without interruption. QuidelOrtho 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 reliance on the results by Customer or any third-party. QuidelOrtho's maximum, cumulative liability for any damages under or related to this Agreement will not exceed the net Product price paid by Customer during the Term for the Product giving rise to the liability. Except for liabilities arising out of (a) a party's breach of confidentiality obligations; (b) infringement or misappropriation by a party of the other party's intellectual property rights; or (c) a party's gross negligence or willful misconduct, in no event will 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 QuidelOrtho's provision of any Products, or Customer's use of any Products 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. Customer shall not have any right to returns or refunds under this Limited Warranty with respect to Equipment damaged through Customer's abnormal use, misuse, mishandling, neglect, accident, negligence, tampering or unauthorized service.** The limitations set forth in this section pursuant to which QuidelOrtho 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.

9. **COMPLIANCE WITH LAWS AND DISCOUNT REPORTING.** The parties will comply with applicable state and federal laws in the performance of this Agreement, including but not limited to 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 (collectively, "**Applicable Law(s)**". Any discounts provided in connection with the sale of Products are intended to comply with the AKS. Customer will 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, will make available information provided to Customer by QuidelOrtho 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 QuidelOrtho would not have agreed to sell the Products if Customer had not agreed to comply with these obligations. QuidelOrtho is not a HIPAA Business Associate of Customer. QuidelOrtho 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 QuidelOrtho on any recall. If Customer is provided notice, correspondence, subpoena, or other contact that a governmental investigation has been initiated related to this Agreement, Customer must immediately notify QuidelOrtho in writing of the investigation or inquiry, and must provide QuidelOrtho with all assistance reasonably requested in relation to the investigation.

10. **NON-DEBARRMENT/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 will immediately notify the other party if this 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 it or any of its directors, employees, or agents has begun which could lead to such debarment, exclusion, or conviction. If 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 during the Term it is determined that either party is in breach of this section, this Agreement will, as of the date of any debarment or exclusion, be automatically terminated.

11. **TERMINATION**. Either party may terminate this Agreement following a breach by the other party of its material obligations if such breach is not capable of being cured or is not cured within thirty (30) days after delivery of written notice of the breach to the breaching party. Further, either party may terminate this Agreement immediately if 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. Upon termination of this Agreement, if Equipment is not purchased, Customer will properly pack and ship the Equipment to QuidelOrtho in substantially the same condition as it originally was received (ordinary wear and tear excepted). If the Equipment is returned, Customer will be responsible and liable for: (i) deleting 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 Equipment return, and If QuidelOrtho terminates this Agreement for the reasons stated in this Section 11 or the Agreement is terminated in accordance with Section 3 (iv) of the Agreement, Customer shall, in addition to provisions (i) through (iii) in this Section, pay to QuidelOrtho the depreciated value of such Equipment, as set forth in Section 3 (iv) of the Agreement.

12. **DISTRIBUTOR.** Customer, at its sole discretion, may select a Distributor of its choice and QuidelOrtho may delegate to Distributor any of QuidelOrtho's obligations under this Agreement, including processing orders, billing, collection, shipment, and returns relating to the Products. Customer acknowledges and consents to QuidelOrtho's delegation of such duties to Distributor. Any reference to QuidelOrtho in this Agreement that imposes any duty on QuidelOrtho that it has delegated to Distributor will be deemed to reference QuidelOrtho or Distributor. The terms and conditions contained in any invoice, sales acknowledgement, bill of lading, or other document supplied by Distributor to Customer will (a) govern the relationship between Distributor and the Customer and (b) supersede any inconsistent terms and conditions of this Agreement and any addenda or exhibits attached hereto, with respect to the terms of shipment and payment for Products delivered to the Customer by Distributor, which terms include acceptance, damage or loss in transit, credit terms, payment terms, and shipping terms, but exclude any warranty terms (which warranty terms will be solely as expressly set forth in this Agreement), indemnification terms, or liability terms. For the avoidance of doubt, pricing terms and purchase obligations for the Consumables and Equipment are as set forth in this Agreement.
13. **DISPUTE RESOLUTION; GOVERNING LAW; VENUE**. If the parties are unable to resolve any disputes amicably, then any controversy or claim arising out of or relating to this Agreement including any controversy or claim involving the parent company, subsidiaries, or affiliates under common control of either party (each a "**Claim**"), then either party may initiate arbitration by filing a Demand for Arbitration with the American Arbitration Association ("**AAA**"). The Commercial Arbitration Rules of the AAA in effect on the date a party files a Demand for Arbitration of the Claim to the AAA (the "**AAA Rules**") will apply to the arbitration, except for rule R-10 (Mediation). A party may not seek relief or litigation in court except for (a) Claims in which the requested relief includes injunctive or other non-monetary relief, or (b) Claims which are related to intellectual property, trade secrets, or confidentiality. Any Claim will be interpreted in accordance with the laws of Delaware, without giving effect to its choice of law principles. The Delaware Chancery and federal courts in Wilmington, Delaware will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement, and the proceedings will be conducted in English. The parties irrevocably and unconditionally waive any right to a trial by jury in any litigation or legal proceedings. In any arbitration or litigation arising out of or related to this Agreement, the prevailing party will be entitled to recover the costs and expenses, including reasonable attorneys' fees, that it incurred in connection with such arbitration or litigation.
14. **MISCELLANEOUS.** QuidelOrtho will not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery, labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, infringement claims, government actions, or other causes beyond its reasonable control (each a "**Force Majeure Event**"). Customer agrees that QuidelOrtho may delay or allocate Products among all purchasers as it deems reasonable during a Force Majeure Event, without liability, and QuidelOrtho will not be obligated to purchase substitute products for Customer. If Customer purchases a third-party replacement product during any period that QuidelOrtho cannot supply the Product(s) due to a Force Majeure Event, that 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 Product(s) are available from QuidelOrtho. No amendment or modification of this Agreement will be effective unless it is in writing and signed by authorized representatives of both parties. No waiver of any provision of this Agreement will be valid unless expressly stated in writing and signed by an authorized representative of the waiving party that specifies the waived provision. Customer agrees not to disclose the terms and conditions of this Agreement or any purchase order to any person except as required by law or upon receipt of QuidelOrtho's prior written consent. Customer warrants that it will not and will not permit or assist any other person or entity to, divulge, disclose, or in any way distribute or make use of QuidelOrtho trade secrets or intellectual property. If any court or arbitrator holds part of this Agreement unenforceable, then the court or arbitrator will modify that part to the minimum extent necessary to make that part enforceable or, if necessary, sever that part; the rest of this Agreement remains fully enforceable. Any notice between the parties will be in writing and will be deemed given only if delivered personally, by registered or certified mail, return receipt requested, or by overnight delivery to the address set forth on the first page of this Agreement. Customer will not assign or transfer this Agreement, nor move, transfer, or assign the Equipment without QuidelOrtho's prior written consent and any attempted assignment, delegation, or transfer by Customer without consent will be void. QuidelOrtho may assign this Agreement without the prior written consent of Customer to an affiliate or in the event of a merger, consolidation, reorganization, acquisition, change in control, or sale of substantially all of its assets. Neither party will have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. During the Term, QuidelOrtho will assess Customer's Consumable purchases hereunder to validate compliance with Customer's Annual Consumable Purchase Obligation, and Customer agrees QuidelOrtho may audit Customer's records at times mutually agreed by the parties, after receiving thirty (30) days prior written notice from QuidelOrtho ("**Audit**"). If an Audit reveals a shortfall in the Annual Consumable Purchase Obligation, QuidelOrtho may apply the remedies set forth in Section 3 of the Agreement. Customer shall bear the cost of the Audit if a shortfall of more than 10% is identified. No expiration or termination of this Agreement will relieve Customer of any payment or other obligations accrued at the time of such expiration or termination. All rights and obligations set forth in this Agreement which by their nature and context are intended to survive expiration or termination of this Agreement will survive any expiration or termination.
15. **ENTIRE AGREEMENT**. This Agreement, including its addenda or exhibits, contains the complete and exclusive agreement, and supersedes all prior and contemporaneous agreements, understandings, conditions, representations, warranties, and communications between the parties relating to this Agreement's subject matter. Customer has not relied on and is not entitled to rely on any oral or written understanding, condition, representation, warranty, or communication that is not expressly set forth in this Agreement.

**SHIP TO ADDENDUM**

QuidelOrtho may accept purchase orders from the following Customer "Ship To" entities QuidelOrtho may ship products directly to them. Customer represents that it has the authority to bind each entity to, and each entity will be bound by, this Agreement, as if that entity signed this Agreement. Each entity will be obligated and liable for their purchases under this Agreement.

**Participating Sites:**

**ORDERING INFORMATION**

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

| | ITEM NUMBER | SKU | QUANTITY |
|---|---|---|---|
| **Test Kits, Controls, Calibrators and Instruments** | Triage BNP Panel 25T | 98000XR | |
| | Triage BNP Controls Level 1 - 5T | 98013XR | |
| | Triage BNP Controls Level 2 - 5T | 98014XR | |
| | Triage BNP Calibration Verification Set – 2 Sets/5T each | 98015XR | |
| | Triage Cardiac Panel 25T | 97000HS | |
| | Triage Cardiac Panel TNI 25T | 97021HS | |
| | Triage Cardiac Panel TNI/CK-MB 25T | 97022HS | |
| | Triage D-Dimer Panel 25T | 98100 | |
| | TRIAGE KIT, CONTROL Level 1, TC5 - includes BNP, D DIMER, CK-MB, MYO, TNI - 5 Vials per box | 88753 | |
| | TRIAGE KIT, CONTROL Level2, TC5 includes BNP, D DIMER, CKMB, MYO, TNI - 5 Vials per box | 88754 | |
| | Triage Total Calibration Verification 2 Sets/5T each – total 10T | 88755 | |
| | Triage TOX DS 9 KIT | 94600 | |
| | Triage TOX DS Controls Level 1 – 5T | 94613 | |
| | Triage TOX DS Controls Level 2 – 5T | 94614 | |
| | Triage Drug Screen Evaluation Panel | 26657 | |
| | Triage Census ATM Software | 55069 | |
| | Triage MeterPro | 55070MP | |
| | Bar Code Scanner for Triage Meter BOM | 52111MP | |
| | Digi Port-Server TS1 (1 port unit) | 52291 | |
| | Digi Port-Server TS2 (2 port unit) | 52292 | |
| | Digi Port-Server TS4 (4 port unit) | 52293 | |
| **Additional Shipping Info** | | | |