

COVID-19 MASTER AGREEMENT – SIGNATURE PAGE

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

Customer Shipping Address:		Billing Address:	
Customer Name	San Bernardino County on behalf of Arrowhead Regional Medical Center	Name	Arrowhead Regional Medical Center
Street Address	400 N Pepper Ave	Address	400 N Pepper Ave
City, State, ZIP	Colton, CA 92324-1801	City, State, ZIP	Colton, CA 92324-1801
Customer Number (s)	100000048	Phone	100000048
National Account Affiliation		Sales Rep / Territory	Heather Hodosh
Customer Point of Contact	Billie Burch	Initial Term	ONE (1) YEAR, commencing on Effective Date

Customer identified above ("Customer") and Abbott Rapid Dx North America, LLC ("Abbott") agree to enter into this Master Agreement, including this Signature Page, the General Terms and Conditions and the Membership Exhibit, as each may be amended from time to time (collectively, the "Agreement"). By signing below through their duly authorized representatives, Abbott and Customer agree to be legally bound by the Agreement effective as of the date this Agreement is fully executed (the "Effective Date").

ID NOW COVID-19

The ID NOW™ COVID-19 test, catalog number 190-000, (the "ID NOW COVID-19 Product") has not been FDA cleared or approved. The ID NOW COVID-19 Product has been authorized by the FDA under an emergency use authorization for use by authorized laboratories and patient care settings, and has been authorized only for the detection of nucleic acid from SARS-CoV-2, not for any other viruses or pathogens (the "ID NOW EUA"). Abbott's obligation to supply any ID NOW COVID-19 Product hereunder is contingent upon such Product being commercially available in the U.S. market pursuant to the ID NOW EUA or the ID NOW COVID-19 Product's clearance or approval clearance or approval by the FDA as an in vitro diagnostic. The ID NOW COVID-19 Product is only authorized under the ID NOW EUA for the duration of the declaration that circumstances exist justifying the authorization of emergency use of in vitro diagnostic tests for detection and/or diagnosis of COVID-19 under Section 564(b)(1) of the Act, 21 U.S.C. § 360bbb-3(b)(1), unless the authorization is terminated or revoked sooner (the "ID NOW EUA Period").

In connection with the ID NOW EUA, Abbott is providing Customer with the Fact Sheet for Healthcare Providers (the "ID NOW HCP Fact Sheet") and the Fact Sheet for Patients (the "ID NOW Patient Fact Sheet", and with the ID NOW HCP Fact Sheet, the "ID NOW Fact Sheets"), each set forth at <https://www.globalpointofcare.abbott/en/product-details/id-now-covid-19.html>. Customer shall include the ID NOW Patient Fact Sheet and/or ID NOW HCP Fact Sheet with all ID NOW COVID-19 Product result reports, as applicable. Any supply of the ID NOW COVID-19 Product hereunder shall be subject to the ID NOW EUA and the information set forth in the ID NOW Fact Sheets, and Customer shall make its patients aware of the ID NOW EUA and the ID NOW Fact Sheets.

Customer shall notify relevant public health authorities of its intent to run the ID NOW COVID-19 Product prior to initiating such testing and have a process in place for reporting test results to healthcare providers and relevant public health authorities, as appropriate. Customer shall only use the ID NOW COVID-19 Product as outlined in the package insert and in accordance with the authorized labeling. Customer shall require that any authorized personnel using the ID NOW COVID-19 Product (i) shall have been appropriately trained in performing and interpreting the results of the ID NOW COVID-19 Product and (ii) shall use appropriate personal protective equipment when handling the ID NOW COVID-19 Product.

Customer shall collect information on the performance of the ID NOW COVID-19 Product and report to DMD/OHT7-OIR/OPEQ/CDRH (via email: CDRH-EUA-Reporting@fda.hhs.gov) and Abbott (via email: ts.scr@abbott.com) any suspected occurrence of false positive or false negative results and significant deviations from the established performance characteristics of the ID NOW COVID-19 Product of which it becomes aware. Customer shall ensure that any records associated with the ID NOW EUA are maintained until otherwise notified by the FDA and shall make such records available to the FDA for inspection upon request.

PRODUCTS**Reagents**

Abbott Catalog#	Description	Annual Volume (Tests)	Net Test Price	Net Kit Price	Purchase Commitment
190-000	ID NOW™ COVID-19 (24T)	2,880	\$ 41.00	\$984.00	\$118,080.00

Controls & Calibrators

Abbott Catalog #	Description	Net Price
190080	ID NOW COVID-19 Control Swab Kit (12 neg & 12 pos)	\$350.00

Abbott-Owned Equipment

Customer further acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement.

Abbott Catalog#	Description	Total Qty.	Equipment Value (Each)	Total Equipment Value
NAT-024	ID NOW™ Instrument	0	\$8,500.00	\$ 0.00
IDNOWPRINT	ID NOW™ Printer BOM (Includes Cable and Cord)	0	\$350.00	\$ 0.00
L22XWU1200	Universal Barcode Scanner	0	\$305.00	\$ 0.00

NOTICES. Notices regarding this Agreement shall be given as follows:

To Abbott: Abbott Rapid Dx North America, LLC 30 South Keller Road, Suite 100, Orlando, Florida 32810 ATTN: Contracting Department	With Copy To: Abbott Rapid Diagnostics Legal Abbott Laboratories 100 Abbott Park Road Abbott Park, Illinois 60064-3500 ATTN: DVP & Associate General Counsel	To Customer: Arrowhead Regional Medical Center 400 N. Pepper Avenue Colton, CA 92324 Attn: Hospital Director
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This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:
CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DocuSigned by:
ABBOTT RAPID DX NORTH AMERICA, LLC

Signature: *Katie Silverman*
531A2ADD4EDB49D...

Printed Name: 6/23/2022

Title: Director, Contracting and Pricing

Date: _____

COVID-19 MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

- A. PRODUCTS.** Subject to Section C, as of the Product Availability Date, Abbott shall make available to Customer and, if applicable, to the customer(s) listed on the attached Membership Exhibit, the ID NOW COVID-19 EUA test products ("Products") listed on the Signature Page at the prices set forth therein. Abbott and Customer may, from time to time, mutually agree in writing to add a System Member to the Membership Exhibit.
- B. EQUIPMENT.** Abbott agrees to provide Customer, for Customer's use, the Abbott-owned equipment ("Abbott-Owned Equipment") identified on the Signature Page. Customer agrees to accept the identified Abbott-Owned Equipment. The terms and conditions in the Abbott-Owned Equipment Terms and Conditions Section apply to all Abbott-Owned Equipment provided under this Agreement.
- C. SUPPLY ALLOCATION.** Notwithstanding anything to the contrary in the Agreement: (i) at any time and from time to time, Abbott may have limited inventory or no inventory of one or more Products and/or the Abbott-Owned Equipment, and Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products and/or the Abbott-Owned Equipment; and (ii) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or the Abbott-Owned Equipment, and to immediately discontinue supplying any Product, and any such action will not constitute a breach by Abbott under this Agreement.
- D. DISCLOSURE.** Any discounts, rebates or other price reductions (collectively referred to herein as "discounts") issued by Abbott to Customer constitute a discount under applicable law (42 U.S.C. Section 1320a-7b(b)(3)(A)). Upon Customer's written request, Abbott shall provide detail pertaining to such discounts and the allocation of total net purchase dollars for Products, equipment, services, and miscellaneous purchases, as applicable. Customer may have an obligation to report such discounts to any State or Federal program that provides reimbursement to Customer for the items to which the discount applies, and, if so, Customer must fully and accurately report such discounts. Further, Customer should retain invoices and other price documentation and make them available to Federal or State officials upon request.
- E. PURCHASE COMMITMENT.** Subject to Section C above, Abbott agrees to sell, and Customer agrees to purchase, the Product at the prices and volumes indicated on the Signature Page under the Reagents table during each Contract Year (as defined below) of the Term of this Agreement (the "Purchase Commitment"). Customer acknowledges and agrees that the Total Equipment Value for the Abbott-Owned Equipment shall be deemed to be incorporated into the Product price during the Term of the Agreement. Abbott will review Customer's compliance with the Purchase Commitment on an annual basis during the Term. In the event that Customer does not, or notifies Abbott that it does not intend to, fulfill the Purchase Commitment in any Contract Year period, without need of a formal amendment to this Agreement, Abbott, at its sole discretion, shall be entitled to: (a) charge Customer the amount equal to the shortfall between actual dollar volume of Products purchased by Customer and the Purchase Commitment; and/or (b) consider and implement alternative measures to remedy the Purchase Commitment shortfall. If Customer purchases any Product from an authorized distributor, then such purchases shall count toward the Purchase Commitment; it being understood that any such purchases shall, in addition, otherwise be subject to separate terms and conditions between Customer and such authorized distributor. Customer acknowledges and agrees that, in any event, the Product is subject to EUA, the Fact Sheets and the terms of this Agreement. In the event that Abbott is unable to supply a Product under this Agreement and unable to provide a replacement product, Abbott shall suspend the Purchase Commitment for the applicable Product for the duration of time in which the Product is unavailable and adjust the Purchase Commitment accordingly for the current Contract Year. "Contract Year" shall mean the twelve (12) month period commencing upon the Effective Date of this Agreement and each consecutive 12-month period.
- F. TERMINATION.** If Customer breaches any of the terms of this Agreement, Abbott may, in its sole discretion and without further liability, immediately terminate this Agreement and/or repossess the Abbott-Owned Equipment, in addition to all its other rights and remedies. This Agreement shall automatically terminate upon the end of the EUA Period. Within thirty (30) days following to the end of the Term, Customer shall (i) enter into a Master Agreement for use of the Abbott-Owned Equipment listed on the Price Exhibit with other ID Now-related products; (ii) purchase the Abbott-Owned Equipment by providing a billable purchase order to Abbott using a mutually agreed upon price; or (iii) carefully package and return the Abbott-Owned Equipment pursuant to the terms of this Agreement.
- G. CONFIDENTIALITY.** The terms of this Agreement are confidential and, except as otherwise required by law, Customer shall not disclose such terms to any third party without Abbott's prior written consent, provided that Customer shall be permitted to disclose the terms of this Agreement to the extent required by applicable law or as reasonably required by Customer's attorneys, accountants and other professional advisors who are under an obligation of confidentiality to Customer. Customer acknowledges and agrees that Abbott may share information under this Agreement, including pursuant to the rules of the stock exchange on which the securities of Abbott are traded, or to the extent requested by any governmental entity. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- H. PAYMENT TERMS; SHIPPING.** Payment terms are net thirty (30) days. Past due balances may be subject to a service charge of one and one-half percent (1.5%) per month (or the highest rate allowed by law, if lower than one and one-half percent (1.5%) per month). Unless Customer is fully exempt from all taxes, Customer shall pay all applicable taxes, federal, state and local, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. Customer shall reimburse Abbott for any such tax paid by Abbott. If Customer is tax exempt, Customer must provide a tax-exempt certification to Abbott prior to the Effective Date of this Agreement. Shipping charges are prepaid and added to each invoice. Products will be shipped Free Carriage Alongside (FCA) point of shipment.
- I. PRODUCT RETURNS AND ACCEPTANCE.** Unless Customer provides written notice to Abbott, no later than ten (10) calendar days after delivery of the applicable Product and/or Abbott-Owned Equipment, of (1) subject to Section C, any discrepancy between the type or quantity of Products and/or Abbott-Owned Equipment ordered and the type or quantity of Products and/or Abbott-Owned Equipment delivered or (2) any failure of such Product and/or Abbott-Owned Equipment to materially comply with the warranty set forth in Section J below, Customer shall be deemed to have accepted ("Acceptance") such Product and/or equipment. All returns shall be governed by Abbott's return policy, which Abbott shall provide to Customer upon request. If Customer experiences difficulty with the Product, Customer may call Abbott Technical Support at 877-441-7440, option 2. If Customer experiences a problem with an order or shipment, Customer may call Abbott Customer Service at 877-441-7440, option 1.
- J. WARRANTY.** Abbott warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, will commence on Acceptance and continue for the shelf life of the Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert(s); (2) not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act; and (3) be of good quality and free from defects in materials and workmanship. Except as to warranties specifically set forth in this paragraph, the only other warranties made by Abbott with respect to Products and Abbott-Owned Equipment are those specifically and expressly stated as warranties in the Abbott package insert specifications and manuals. ABBOTT MAKES NO OTHER WARRANTIES; EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER MATTER. Notwithstanding the foregoing, any warranties provided by Abbott will not apply to any Product or Abbott-Owned Equipment if (a) it has been misused, altered, damaged or used other than in accordance with the applicable Abbott package insert and/or operating manual (including product dating); (b) it has been used in combination with other articles, substances or reagents (or any combination thereof) not provided or recommended for use by Abbott with such Product or Abbott-Owned Equipment; (c) the serial or lot number of any Product or Abbott-Owned Equipment has been altered, defaced, or removed; or if any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (d) the Product or Abbott-Owned Equipment was purchased from an unauthorized distributor (subsections (a) through (d), collectively, "Warranty Exclusions"). If any Product or Abbott-Owned Equipment does not comply with the warranty set forth in this paragraph, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product at no additional expense to Customer.
- K. DISCLAIMER.** Customer assumes all risk for the suitability of the test results obtained by using the Product and/or Abbott-Owned Equipment hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Products and/or Abbott-Owned Equipment. To the full extent permitted by applicable law, Abbott's maximum aggregate and total liability for all claims under this Agreement is limited to the amount paid to Abbott by Customer for the Products and/or Abbott-Owned Equipment giving rise to the claim. IN NO EVENT SHALL ABBOTT BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OR LOSSES OF ANY NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, OR LOST BUSINESS) ARISING OUT OF THIS AGREEMENT OR THE USE OF PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES OR ANY FAILURE BY ABBOTT TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.
- L. USE OF PRODUCTS.** The Products purchased under this Agreement are for Customer's own use and not for resale or distribution to any third party. Customer agrees not to (1) resell any Abbott Product or equipment; (2) use the Products, as applicable, past their expiration date and (3) use any Product or Equipment in any manner inconsistent with its intended use. Subject to all applicable laws and upon reasonable notice, Abbott or its designee may, at its expense, audit all relevant books and records of Customer to confirm Customer's compliance with the restrictions on resale set forth herein. Any such audit shall be conducted during Customer's normal business hours.

- M. DEBARMENT AND SUSPENSION.** To the best of its knowledge, Abbott certifies that neither it nor any of its principals or affiliates has been excluded, debarred or suspended from and is not, in any other way, ineligible to participate in any state or federal governmental program, including Medicare and Medicaid.
- N. MISCELLANEOUS.** This Agreement, together with all other exhibits and items specifically referenced herein, constitute the entire understanding between Customer and Abbott with respect to the subject matter contained within the Agreement and supersedes prior agreements concerning the same. All terms and conditions contained in any form issued by Customer shall be null and void and entirely superseded by the terms and conditions of this Agreement, except for those items proposed by Customer and specifically accepted in writing by a duly authorized representative of Abbott. Except where otherwise stated herein, this Agreement may not be altered or amended except by written agreement signed by both parties. Orders received for Products on this Agreement are subject to acceptance by Abbott. Customer will not use Abbott's or its affiliates' names, logos or other indicia in any publicity, advertising, announcement, brochure, customer list or website, in any media now known or hereinafter invented, without prior written consent from Abbott Public Affairs or its designee. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement to an affiliate without Customer's consent. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding choice of law provisions. Subject to the Dispute Resolution section below, for any legal action relating to this Agreement, the parties consent to the exclusive jurisdiction and venue of the federal courts of the Northern District of Illinois and, if there is no jurisdiction in federal court, to the exclusive jurisdiction and venue of the state courts in Lake County, Illinois, U.S. Neither party shall be liable for any failure to perform hereunder (other than the payment of money) due to events outside the affected party's reasonable control, including strikes (legal or illegal), lockouts, fires, floods, or water damage, riots, government acts or orders, interruption of transportation, or inability to obtain material upon reasonable prices or terms. The waiver by either party of any breach of any provision hereof by the other party shall not be construed to be either a waiver of any subsequent breach of any such provision or a waiver of the provision itself. The parties are independent contractors. This Agreement does not create or otherwise imply that there is any relationship of employment, agency, franchise, joint venture, partnership or other similar legal relationship among the parties. No party has the authority to bind or act on behalf of any other party except as otherwise expressly stated in this Agreement. The terms set forth in Sections D, G and J-M shall survive termination or expiration of the Agreement. This Agreement is entered into by and for the sole benefit of the enumerated parties to this Agreement. Nothing in this Agreement shall be interpreted or construed to provide any benefits to any third party or to otherwise create a third-party beneficiary under this Agreement.
- O. TERM EXTENSION.** Unless earlier terminated as provided herein, at the end of the Initial Term, this Agreement shall automatically renew for three (3) additional one (1) year extension(s) (each, a "Renewal Period"), unless a party hereto provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Period. The Initial Term and any Renewal Periods are referred to herein collectively as the "Term".

ABBOTT-OWNED EQUIPMENT TERMS AND CONDITIONS

- 1. ABBOTT-OWNED EQUIPMENT TERMS.** Customer shall use Abbott-Owned Equipment only at Customer's shipping address and/or at the address(es) listed on the Membership Exhibit. Customer shall not remove, transfer, or alter the Abbott-Owned Equipment, or remove any labels, symbols or serial numbers that are or may be affixed to any items of Abbott-Owned Equipment except as required or approved by Abbott in writing. So long as Abbott retains title to the Abbott-Owned Equipment, Abbott shall be responsible for any loss or damage resulting from the use of the Abbott-Owned Equipment unless such loss or damage to the Abbott-Owned Equipment is caused by the Warranty Exclusions. Customer shall promptly notify Abbott of any loss or damage to the Abbott-Owned Equipment. If Customer is responsible for such loss or damage, Customer shall be responsible for the cost of any and all repairs, and if Abbott determines the damaged Abbott-Owned Equipment is irreparable, Customer shall pay Abbott the then current catalog trade price for such Abbott-Owned Equipment less depreciation based on a ten (10) year straight line basis (prorated monthly) and, thereupon, Customer shall have purchased such Abbott-Owned Equipment "AS IS" with all faults and defects.
- 2. SERVICING OF ABBOTT-OWNED EQUIPMENT.** Only Abbott or Abbott-appointed personnel may service, alter or replace the Abbott-Owned Equipment and/or any accessories that are necessary to keep the Abbott-Owned Equipment in good working order, excluding items that require replacement with normal use. If Customer requires technical support for the Abbott-Owned Equipment, Customer may contact Abbott Technical Support at 877-441-7440, option 2, to address customer support issues. If Abbott is unable to successfully service the Abbott-Owned Equipment through troubleshooting, then, as Customer's sole and exclusive remedy, Abbott shall, at its election, either repair or replace the Abbott-Owned Equipment within two (2) business days. Abbott agrees to provide software updates for reliability or operational improvements to the extent available for the Abbott-Owned Equipment at no additional cost to Customer. Promptly following its receipt of the replacement equipment, Customer must return the equipment deemed to need service to Abbott, using the packaging provided with the replacement equipment for such return. Abbott reserves the right to use refurbished equipment as replacement equipment. Service also includes twenty-four (24) hour phone support.
- 3. TITLE OF ABBOTT-OWNED EQUIPMENT.** Abbott is owner of, and retains title to, the Abbott-Owned Equipment, except as set forth herein. These Abbott-Owned Equipment Terms and Conditions shall terminate automatically and immediately upon Customer's purchase of any Abbott-Owned Equipment. Customer shall not permit or suffer any attachment, encumbrance, lien, or security interest to be filed against Abbott-Owned Equipment. Customer shall promptly notify Abbott if any of the foregoing is filed or claimed. Customer may, at any time, purchase the Abbott-Owned Equipment upon terms and conditions of sale established by Abbott, provided that Customer is not in breach of Customer's Purchase Commitment (as defined in the General Terms and Conditions).
- 4. RETURN OF ABBOTT-OWNED EQUIPMENT.** Subject to Customer's purchase of the Abbott-Owned Equipment, upon termination of this Agreement for any reason, Customer shall carefully pack and return, at Abbott's cost, any Abbott-Owned Equipment to Abbott or upon reasonable notice permit Abbott to enter the facility and reasonably remove the Abbott-Owned Equipment, as Abbott determines. If Customer returns Abbott-Owned Equipment, Customer shall be liable for any losses of or damage to, any items of the Abbott-Owned Equipment while it is in return transit.

MEMBERSHIP EXHIBIT

ABBOTT RAPID DX NORTH AMERICA, LLC, 30 SOUTH KELLER ROAD, SUITE 100, ORLANDO, FLORIDA 32810

This Membership Exhibit permits Abbott to accept purchase orders for Products from the Customer "Ship and Bill To" entities ("System Members") listed below, and permits Abbott to ship Products and invoice System Members directly for such Products. Customer represents that it has the authority to bind each System Member to this Agreement, and each System Member shall be bound by this Agreement, as if such System Member signed this Agreement. Customer and System Members shall be collectively responsible for meeting the Purchase Commitment in this Agreement. If any System Member fails to comply with the terms and conditions of this Agreement, Customer shall be liable for such noncompliance. For purposes of this Agreement, each reference to "Customer" in this Agreement shall also be deemed a reference to a "System Member".

System Members

System Member Name	Street Address	City, ST and Zip Code