

MASTER AGREEMENT – SIGNATURE PAGE

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

Customer Shipping Address:		Billing Address: Same as Shipping Address	
Customer Name	Hidalgo Health Department	Name	
Street Address	1304 South 25th Avenue	Address	
City, State, ZIP	Edinburg, TX 78542	City, State, ZIP	
Customer Number (s)		Phone	(956) 383-6221
National Account Affiliation		Sales Rep / Territory	Lisa Wright
Customer Point of Contact	Ricardo Salinas	Initial Term	ONE (1) YEAR , commencing on the 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 Exhibits, all as identified below, and as 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 as of the Effective Date (defined below).

AGREEMENT (included in Agreement if checked)

TERMS AND CONDITIONS

- General Terms and Conditions
-

EXHIBIT(S)

- Abbott-Owned Equipment Terms and Conditions Exhibit
- Price Exhibit(s)
- Membership Exhibit
- Emergency Use Authorization Exhibit
- Equipment Protection Plan Exhibit
- Covered Equipment Exhibit

THE PARTIES HAVE AGREED TO AND ACCEPTED THIS AGREEMENT:

HIDALGO HEALTH DEPARTMENT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ABBOTT RAPID DX NORTH AMERICA, LLC

Signature: _____

Printed Name: _____

Title: _____

EFFECTIVE DATE:

MASTER AGREEMENT – GENERAL TERMS AND CONDITIONS

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

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A. PRODUCTS. Subject to Section C, Abbott shall make available, on a non-exclusive basis, to Customer and, if applicable, to the System Member(s) listed on the attached Membership Exhibit, the products ("Products") listed on the attached Price Exhibit at the prices set forth therein, as may be adjusted in accordance with this Agreement. Abbott and Customer may, from time to time, mutually agree in writing through an amendment, to add a System Member to the Membership Exhibit. Customer acknowledges and agrees that Abbott may, from time to time, upon written notice to Customer, supplement the Price Exhibit to add Products at list price and without an additional Purchase Commitment (as defined in the Price Exhibit). If such updated Price Exhibit is not rejected by written notice to Abbott within thirty (30) days after Customer's receipt of the written notice from Abbott, such Price Exhibit shall be deemed accepted by Customer, without a need for a formal amendment to this Agreement.

B. EQUIPMENT.

(i) Abbott-Owned Equipment. Abbott agrees to provide Customer, for Customer's and System Member's own use, the Abbott-owned equipment ("Abbott-Owned Equipment") identified on the Price Exhibit. The terms and conditions in the attached Abbott-Owned Equipment Terms and Conditions Exhibit apply to all Abbott-Owned Equipment, if any, provided under this Agreement.

(ii) Customer-Purchased Equipment. Customer agrees to purchase the equipment identified on the Price Exhibit ("Customer-Purchased Equipment") at the prices set forth therein for such Customer-Purchased Equipment. For purposes of clarity, the Abbott-Owned Equipment Terms and Conditions Exhibit do not apply to any Customer-Purchased Equipment. Customer-Purchased Equipment and Abbott-Owned Equipment are collectively "Equipment."

C. PRODUCT SUPPLY. 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 Equipment, and Abbott shall not incur any liability to Customer for any failure to supply or any delayed supply of Products and/or Equipment; and (ii) Abbott reserves the right, in its sole discretion and without liability, to allocate supply of the Products and/or Equipment or to immediately discontinue supplying any Product ("Discontinued Product"), and any such actions will not constitute a breach by Abbott under this Agreement. Discontinued Products will be replaced with a mutually acceptable Abbott product, if available ("Replacement Product"). If the net price for the Replacement Product is higher than the Discontinued Product, the parties shall negotiate the price of the Replacement Product. If the parties cannot mutually agree upon an acceptable Replacement Product for the Discontinued Product and/or price for Replacement Product and acceptable product is available from another source, Customer may purchase such product from the alternate source, and the Purchase Commitment will be adjusted accordingly. Notwithstanding the above, the price shall not exceed the Purchase Commitment.

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. TERMINATION.

1. Either party may terminate this Agreement at any Contract Anniversary (as defined below) by providing the other party ninety (90) days' written notice prior to such anniversary. "Contract Anniversary" means the first day of each of the consecutive twelve (12) month periods commencing on, but excluding, the Effective Date hereof.

2. Should Customer choose to terminate this Agreement pursuant to Section E1, Customer shall pay a termination fee equal to the Purchase Commitment applicable to the remaining calendar quarters of the Term.

3. 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. Customer may terminate this agreement, without cause by providing Abbott with 30 days written notice at any time and during any term. In addition to all its other rights and remedies, Abbott may repossess the Abbott-Owned Equipment.

F. PRICE ADJUSTMENTS/MODIFICATIONS. Abbott may, upon sixty (60) days' prior written notice, increase prices for the Products by an amount equal to the percentage increase based upon the Consumer Price Index for Medical Care, not seasonally adjusted, over the twelve (12) month period immediately preceding the increase; provided, however, such price increases shall not occur more than once every twelve (12) months and the total increase in price shall not exceed twenty-five percent (25%) of the original contract price during the contract term or any approved extension thereof. No price increase shall take effect prior.

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.

H. PAYMENT TERMS. All payments are due in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251. Past due balances may be subject to charges to the extent allowed under the Texas Prompt Payment Act.

I. SHIPPING. Shipping charges, including expedited shipping as Customer may request, are prepaid utilizing Customer's Purchase Order. Products will be shipped Free Carriage Alongside (FCA) point of shipment.

J. TAXES. Unless Customer is fully exempt from all taxes, Customer shall be responsible for payment of all federal, state and local taxes, which may be imposed upon the use, possession, ownership, or lease of any product; such taxes shall be added to the invoice. If Customer is tax exempt, Customer must provide a tax-exempt certification to Abbott prior to the Effective Date of this Agreement.

K. PRODUCT PERFORMANCE. 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.

L. PRODUCT RETURNS AND ACCEPTANCE. The type or quantity of Products and/or Equipment delivered shall be in compliance with the type and quantity of Products and Equipment ordered. Failure of such Product and/or Equipment to materially comply with the order, Texas laws, or the warranty set forth in Section M below, shall allow the Customer to reserve the right to return such Product and/or Equipment for a refund. All returns shall be governed by the state of Texas.

M.WARRANTY. Abbott warrants and represents that Products delivered to carrier for shipment to Customer, or delivered directly to Customer, shall, commencing on and continuing for the applicable shelf life of the Product: (1) materially conform to published specifications set forth in the applicable Abbott package insert(s) for such Product; (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 Section, the only other warranties made by Abbott with respect to Products and 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 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 use past its expiration date); (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 Equipment; (c) the serial or lot number of any Product or Equipment has been altered, defaced, or removed; (d) any repair is attempted by personnel who has not been authorized by Abbott to perform such repair; or (e) the Product or Equipment was purchased from an unauthorized distributor (subsections (a) through (e), collectively, "Warranty Exclusions"). If any Product or Equipment does not comply with the warranty set forth in this Section, as Customer's sole and exclusive remedy, Abbott shall, at its discretion, repair or replace the applicable Product or Equipment at no additional expense to Customer.

N.DISCLAIMER. Customer assumes all risk for the suitability of the test results obtained by using any Product and/or Equipment hereunder, and the consequences which flow therefrom. Customer assumes all risk when any of the Warranty Exclusions apply to the Products and/or Equipment. TO THE FULL EXTENT PERMITTED BY, 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 PRODUCT AND/OR EQUIPMENT GIVING RISE TO THE CLAIM IN NO EVENT SHALL ABBOTT OR CUSTOMER OR THEIR RESPECTIVE AFFILIATES 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 OR ITS AFFILIATES TO SUPPLY PRODUCTS, EQUIPMENT, SERVICES, OR MISCELLANEOUS PURCHASES HEREUNDER.

O.USE OF PRODUCT. The Products purchased under this Agreement are for Customer's and its permitted Affiliates' own use in the United States, and not for resale or distribution to any Third Party. Customer shall not, and shall cause its Affiliates to not: (i) resell any Product; (ii) use the Products past their expiration date; (iii) use any Product in any manner inconsistent with its intended use and/or the EUA (as defined in the Emergency Use Authorization Exhibit); or (iv) use the Products for any research and development of, or comparison to, any in vitro diagnostic testing devices or technologies. Customer shall be responsible for reporting of all Product results and associated demographic data to all applicable governmental authorities and state/local departments of health in accordance with the requirements of each such governmental authority, applicable law and the terms and conditions of this Agreement, including reporting in accordance with all local, state, and federal requirements as per the Coronavirus Aid, Relief and Economic Security Act (CARES Act 2020).

P.ASSIGNMENT. Neither party may assign or transfer this Agreement without the other party's prior written consent, except that Abbott may assign this Agreement or delegate performance of any of its obligations hereunder to an affiliate without Customer's consent. Customer may not transfer any Abbott-Owned Equipment without Abbott's prior written consent.

Q.GOVERNING LAW. This agreement shall be governed by the laws of the State of Texas. Venue shall be performable in a federal or state court of competent jurisdiction in Hidalgo County, Texas.

R.FORCE MAJEURE. 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, without limitation, acts of god, including floods, earthquakes, acts of the public enemy, including terrorist acts; insurrections; riots; injunctions; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; fires; explosions; shortages of material or energy; delays in the delivery of raw materials; government acts or orders, interruption of transportation, or inability to obtain raw materials upon reasonable prices or terms.

S.WAIVER. 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.

T.INDEPENDENT CONTRACTORS. 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.

U.NO THIRD PARTY BENEFICIARIES. 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.

V.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 LABORATORIES ABBOTT RAPID DIAGNOSTICS-LEGAL 100 ABBOTT PARK ROAD ABBOTT PARK, IL 60064-3500 ATTN: DVP, ABBOTT RAPID Dx-LEGAL	To Customer: At the applicable [billing or shipping] address set forth on the Signature Page
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W.TERM EXTENSION. Unless earlier terminated as provided herein, at the end of the Initial Term, this Agreement may be renewed, as set forth herein, 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."

X.ENTIRE AGREEMENT. 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 and Equipment on this Agreement are subject to acceptance by Abbott. The terms set forth in M-Q, Sections S-V and D, E, X-Z G, shall survive termination or expiration of the Agreement.

Y.ALTERNATIVE DISPUTE RESOLUTION (Intentionally Omitted.)

Z.NO PUBLICITY. 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.

ABBOTT-OWNED EQUIPMENT TERMS AND CONDITIONS EXHIBIT

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

Customer Shipping Address:		Billing Address:	
Customer Name	Hidalgo Health Department	Name	
Street Address	1304 South 25th Avenue	Address	
City, State, ZIP	Edinburg, TX 78542	City, State, ZIP	
Customer Number (s)		Phone	(956) 383-6221
National Account Affiliation		Sales Rep / Territory	Lisa Wright
Customer Point of Contact	Ricardo Salinas	Initial Term	ONE (1) YEAR , commencing on the Effective Date

1. PLACEMENT OF ABBOTT-OWNED EQUIPMENT. Customer shall use Abbott-Owned Equipment only at Customer's shipping address and/or at the address(es) listed on the Member Exhibit. Customer shall not remove, transfer, or alter the Abbott-Owned Equipment without Abbott's prior written consent.

2. SERVICING OF ABBOTT-OWNED EQUIPMENT.

2.1. 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.

2.2. 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.

2.3. 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.

3.1 Abbott is owner of, and retains title to, the Abbott-Owned Equipment, except to the extent of Abbott-Owned Equipment purchases required under Risk of Loss, Section 4 of this Exhibit. The terms and conditions of this Exhibit shall terminate automatically and immediately upon Customer's purchase of any Abbott-Owned Equipment.

3.2 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, and shall indemnify Abbott for any and all loss or damage including attorney's fees resulting from any of the foregoing.

3.3 Customer authorizes Abbott to file UCC financing statement(s) describing any Abbott-Owned Equipment provided to Customer under this Agreement, including any replacements, substitutions, and/or amendment(s) of or to such financing statement(s) that Abbott reasonably deems necessary to its interest in the Abbott-Owned Equipment.

3.4 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 Price Exhibit) .

4. RISK OF LOSS. 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. 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 will own such Abbott-Owned Equipment "AS IS" with all faults and defects.

5. LABELS. Customer shall not 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.

6. LANDLORD'S WAIVER. Unless Customer owns the facility (and any other facility that the Abbott-Owned Equipment may be transferred to with Abbott's prior written consent), Customer shall, upon Abbott's request, furnish a waiver signed by Customer's landlord by which the landlord waives all rights to seize, possess or withhold any item of the Abbott-Owned Equipment because Customer failed to pay rent to the landlord.

7. RETURN OF ABBOTT-OWNED EQUIPMENT. Subject to Section 3.4, upon termination of this Agreement for any reason, Customer shall carefully pack and return any Abbott-Owned Equipment to Abbott or permit Abbott to enter the facility and 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.

EMERGENCY USE AUTHORIZATION EXHIBIT

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

Customer Shipping Address:		Billing Address:	
Customer Name	Hidalgo Health Department	Customer Name	
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National Account Affiliation		Sales Rep / Terr	Lisa Wright
Customer Point of Contact	Ricardo Salinas	Initial Term	ONE (1) YEAR , commencing on the Effective Date

The additional terms in this Emergency Use Authorization Exhibit regarding each product authorized by the U.S. Food and Drug Administration ("FDA") under emergency use authorization shall apply to Customer and any System Members who purchase the applicable Products. To the extent that this Exhibit conflicts with the terms of the Agreement, the terms of this Exhibit shall prevail with respect to matters addressed in this Exhibit. Abbott may update this Emergency Use Authorization Exhibit from time to time upon written notice, without need for an amendment. Abbott is permitted at any time, in its sole discretion, to substitute Product authorized under an emergency use authorization with FDA cleared Product.

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.htm>. 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.