



Sofia[®]

SOFIA 2 AND VIRENA PURCHASE AGREEMENT

QUIDEL

This Sofia and Virena Purchase 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	Hidalgo County Health & Human Services			Hidalgo County Health & Human Services	
Address	1304 South 25th Avenue			1304 South 25th Avenue	
City, State, ZIP	Edinburg TX 78542			Edinburg TX 78542	
Primary Contact	Veronica Cuate				
Phone	956-383-6221				
E-Mail	veronica.cuate@hchd.org			Distributor Customer Account #	
Fax					
Quidel Customer #	79029437	Distributor Rep	Ivan Korkes	Distributor Account #	Medline

- 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 this Agreement (respectively, the "Equipment Purchase" or "Equipment Use"). Equipment Purchase or 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 placed Equipment will remain with Quidel. For purposes of this Agreement, Consumables, Equipment, and/or Data Access are collectively referred to as "Product(s)".
- AGREEMENT TERM.** The term of this Agreement shall commence on the Effective Date (as defined below) and continue for 36-months ("Term").
- PURCHASE TERMS.** In exchange for Quidel providing Customer with the discounts described herein, which may include Equipment Use and/or Data Access at no additional charge, Customer shall (a) purchase the Consumables in the quantities and pricing set forth in the table below for each year during the Term, and (b) satisfy its total requirements by purchasing such Consumables for each applicable rapid diagnostic test category, during the Term of this Agreement (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)
SOFIA STREP A+ 25T, US	20274	\$175.00	\$83.75	\$7.00	\$3.35	25.00	\$ 83.75
SOFIA FLU A+B 25T	20218	\$550.00	\$346.25	\$22.00	\$13.85	25.00	\$ 346.25
SOFIA RSV 25T, US	20260	\$375.00	\$293.75	\$15.00	\$11.75	25.00	\$ 293.75
*SOFIA2 FLU SARS AG 25T, US	20377	\$775.00	\$550.00	\$31.00	\$22.00	N/A	N/A
Aggregate Annual Consumable Purchase Obligation:						75.00	\$723.75

*For the sake of clarity, Customer shall have no minimum purchase obligation with respect to the Sofia 2 Flu + SARS Antigen FIA (20377) assay, however, for the purpose of measuring Customer's compliance with the Annual Consumable Purchase Obligation, Customer's purchases of Sofia 2 Flu + SARS Antigen FIA (20377) assay shall count toward either Customer's Influenza A+B FIA (20218) or SARS Antigen FIA (20374) assay purchase obligation.

After the end of each annual period, Quidel shall evaluate Customer's purchases of Consumables, by individual test category, and in the aggregate, to determine if Customer has met the purchase commitments specified herein. If Customer fails to satisfy its total requirements obligations and/or purchases less than 75% of the individual test category volumes specified herein, within any annual period during the Term, then Quidel shall provide written notice to Customer. Customer shall have thirty (30) days ("Cure Period") from the date of such notice to cure its shortfall of the Annual Consumable Purchase Obligation.

Obligation by purchasing Consumables consistent with its obligations herein. If Customer fails to cure the Annual Consumable Purchase Obligation during the Cure Period, then Quidel may, in its discretion: (i) raise pricing for the remaining Term on a go-forward basis, (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 to any obligation herein that requires return or repayment of depreciation for such purchased Equipment. The parties acknowledge and agree that Quidel's offer of the Equipment Use and Data Access to Customer at no additional charge is conditioned upon Customer's purchase of the Consumables set forth herein for use with the Equipment.

4. **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 during the Term, subject to the terms and obligations of Section 3. The value listed 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
Sofia 2 Analyzer (Cat #20299) with Installation Pack (Cat #20314)	\$500.00	0	\$0.00	No additional charge
Virena Wireless Data Access and Myvirena.com Access (Cat # 29999V)	\$48.00	0	\$0.00	No additional charge
Aggregate Fair Market Value of Annual Use Provided to Customer:			\$0.00	No additional charge

- 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 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

This Agreement, including the Additional Terms and Conditions, exhibits and addenda, attached hereto (which are incorporated herein by reference), is entered into on the Effective Date written below and executed by the authorized representatives of Quidel and Customer.

Customer: Hidalgo County Health & Human Services	Quidel Corporation
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Date:	Effective Date: