



Reagent Purchase and Equipment Rental Agreement

CUSTOMER NAME ("Customer")	CUSTOMER NUMBER	PURCHASE ORDER NUMBER (required)
COUNTY OF SAN MATEO	159334	
CONTACT NAME	CONTACT PHONE NUMBER	CONTACT EMAIL
Shantelle Lucas		slucas@smcgov.org
BILL TO ADDRESS	SHIP TO ADDRESS	HOLOGIC REPRESENTATIVE
225 W 37 th Ave. Rm 113 San Mateo, CA 94403	225 W 37 th Ave. Rm 113 San Mateo, CA 94403	Amy Jones
Term of Agreement: Sixty (60) months		

Listed below are the pricing and terms for Hologic's Aptima and AccuProbe family of products (individually or collectively, "Products").

Purchase Commitment - Panther:

The Customer agrees to pay to Hologic the price per kit as indicated in the Purchase Commitment section during the Term. Customer agrees to purchase enough kits to run the number of tests listed under the Annual Minimum Commitment column ("Purchase Commitment"), each year for the duration of the Agreement. The Parties agree that the Annual Minimum Commitment represents the minimum quantity to be purchased by Customer on an annual basis. All purchases made in a given annual period shall apply to the purchase commitment for that annual period only and shall not be applied to any future Contract Year. Each twelve (12) month period beginning on the Effective Date is a "Contract Year." Products not subject to the Purchase Commitment, as indicated by "N/A" below, may be ordered by Customer on an as needed basis. If Customer does not order and pay for the quantity listed for each Product Category ("Estimated Yearly Quantity") within any 12 month period ("Minimum Purchase Obligation"), then Hologic may require Customer to pay, at the end of the 12 month period, the difference between the Minimum Purchase Obligation and the amount actually paid by Customer during that period for the Product ("Minimum Purchase Obligation Payment"). Customer must make this Minimum Purchase Obligation Payment within 30 days of the date of Hologic's invoice. Also, Hologic may increase pricing by up to 5% for the rest of the Term for any Product for which Customer does not meet the Minimum Purchase Obligation. Hologic's use of the remedies in this section does not preclude it from pursuing remedies stated elsewhere in the Agreement.

Panther Purchase Commitment:

Product Category	Annual Minimum Commitment (Quantity of Tests per Contract Year)	Product #	Description	Quantity of Tests per Kit	Price per Kit
AC2 Tests	14,000 tests	303094	Aptima Combo 2, Kit – Panther	250 tests	\$2,905.00
		302923	Aptima Combo 2, Kit – Panther	100 tests	\$1,132.00
HIV-1	460 tests	PRD-03565	Aptima HIV-1 Quant, Kit - Panther	100 tests	\$4,500.00
HCV	760 tests	PRD-03705	Aptima HCV Quant Dx, Kit - Panther	100 tests	\$4,500.00
Collection Devices	14,000 collections	301041	Kit, AC2 Swab Spec Coll	50 collections	\$62.50
		301040	Kit, AC2 Urine Spec Coll	50 collections	\$62.50
		301154C	Kit, APTIMA LPT-IVD Sales BOM	100 collections	\$105.00
		PRD-03546	Aptima Multitest Swab Collection	50 collections	\$62.50

AccuProbe Purchase Commitment:

Product Number	Description	Price/Kit	Annual Minimum Commitment (Quantity of Kits per Contract Year)	Extended Price
102800	Kit,AccuProbe RGTS 200-TESTS	\$75.00	9	\$675.00
102845	Kit,AccuProbe, AVIUM COMPLEX	\$266.00	9	\$2,394.00
102850	Kit,AccuProbe, M. GORDONAE	\$266.00	9	\$2,394.00
102855	Kit,AccuProbe, M. KANSASII	\$266.00	9	\$2,394.00
102860	Kit,AccuProbe, M. TUBERCULOSIS	\$266.00	13	\$3,458.00
201791	Kit,Detection Rgt	\$27.00	7	\$189.00
901120	12mm, White Press Seal Caps, Ancillary	\$10.00	6	\$60.00
ANNUAL TOTAL:				\$11,564.00

Non-Committed Supplies:

Product Number	Description	Price/Kit
Assays		
303537	ATV-V2, Kit -Panther, 250 Test Kit	\$1,500.00
303536	ATV-V2, Kit -Panther, 100 Test Kit	\$600.00
Calibrators and Controls		
301110	APTIMA Cntrl Kit (1 tray) IVD)	No Charge
302807	Kit, Controls, ATV, 250	No Charge
PRD-03566	Calibrators Kit qHIV (positive calibrator)	No Charge
PRD-03567	Calibrators Kit qHIV (high/low positive calibrator and negative calibrator)	No Charge
PRD-03706	Aptima HCV Quant Dx Control Kit (5 runs)	No Charge
PRD-03707	Aptima HCV Quant Dx Calibrator Kit (5 runs)	No Charge
Miscellaneous		
303096	Run Kit, Panther	No Charge
303085	Advanced Cleaning Solution	No Charge
CL0041	Caps, AMP/P.R.S.(CL0045)DIAG.	No Charge
CL0040	Caps, TCR/SEL.(CL0038)DIAG.	No Charge
501604	Spare Caps, PP, 60mL, TCR APTIMA 2x50	No Charge
501616	Spare Caps, 30mL tube (501213)Diagnostics	No Charge
105668	APTIMA PENETRABLE CAPS	\$100.00
503762	Specimen Aliquot Tubes (SAT) (100 pack)	\$30.00
504415	Transport Tube Cap (100 pack)	\$10.00
PRD-03503	Aptima Specimen Diluent	No Charge
PRD-03654	Aptima Specimen Diluent Kit	No Charge
301078	Syscheck, IVD, CDRH Kit	No Charge
102065G	PS, 12 x 75mm tube, 120/Box	No Charge

Panther Equipment:

Product#	Description	Quantity	Serial # (if already on-site)	Quantity to Ship
303095	Panther Instrument System, DX	1	2090000902	0
R103200i	LEADER 450i	1	121669	0
ASY-07548	Fluorometer Upgrade	1	00802	0

PAYMENT AND SHIPPING TERMS**Payment Terms:** See payment terms below**Freight Terms:** FOB Origin, Prepaid and Added to Invoice.**Delivery:** 7 Business days After Receipt of OrderCustomer shall place all orders concerning this Agreement directly with Hologic, at 250 Campus Drive, Marlborough, MA 01752.**Orders may be placed by:** Phone at 800-442-9892, Fax at 800-409-7591 or at CustomerSupport@hologic.com

SPECIAL CONDITIONS:

- **TECAN tips** (catalog # 10612513) are the only tips that Hologic has validated for use on the Panther Equipment. Hologic does not support the use of non-TECAN tips on the Panther Equipment as stated in the Equipment Operator's Manual and pursuant to the terms of the warranty for the Panther Equipment. TECAN tips (catalog #10612513) can be directly ordered from TECAN U.S. at 800-352-5128.

-**Annual Business Review.** Hologic and Customer agree to conduct a business review at the end of each twelve (12) month period during the Term to determine Customer's actual purchased volume for the immediately preceding twelve (12) month period ("Business Review"). The first business review shall cover the period beginning on the Effective Date of this Agreement and ending twelve (12) months thereafter and subsequent reviews shall occur every twelve (12) months thereafter (each a "Business Review Period"). If Hologic determines that Customer's actual purchase volume for the preceding Business Review Period warrants a volume or purchase commitment change, the parties agree to promptly execute a written amendment memorializing such change and shall negotiate appropriate changes in good faith.

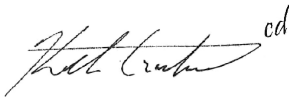
HOLOGIC TERMS AND CONDITIONS:

1. **Term.** The initial term of this Agreement shall begin on the date of full execution by the Parties ("Effective Date") and terminate upon completion of the "Term of Agreement" period designated above ("Initial Term").
2. **Payment Terms:** Customer shall make all payments due under this Agreement net thirty (30) days from the date of invoice.
3. **Equipment and Title:** In consideration of the Purchase Commitment, Hologic shall provide Customer with the use of the Equipment ("Equipment") specified above for the Term, which shall include on-site installation and training by Hologic authorized personnel. Customer shall not remove any markings from the Equipment which identify Hologic as the owner. Hologic will retain title to the Equipment during the Term and may file a standard Uniform Commercial Code ("UCC") Form 1 to perfect its interest in the Equipment. Customer will notify Hologic immediately if any attachment, encumbrance, lien or security interest is filed or claimed and will indemnify Hologic for any loss or damage, including reasonable attorneys' fees. Customer shall remain responsible for the normal care and maintenance of the Equipment.
4. **Use Restrictions.** Products are only intended for the uses listed in the applicable operator's manual or instructions for use and are subject to the specifications and requirements set forth therein. Customer assumes all risks associated with non-listed uses of Products and/or use of Products which is inconsistent with the specifications and requirements applicable to such Products, and Customer hereby indemnifies and holds Hologic harmless from any claim associated with any such uses. Customer is not licensed to, and agrees not to: (a) resell any Product, unless otherwise authorized by Hologic in writing; (b) transfer, or distribute any Product, directly or indirectly, to any third party for any purpose or use, except as otherwise approved by Hologic in writing; (c) use or allow anyone to dilute any Product; or (d) reverse engineer, disassemble, or conduct unauthorized analysis of any Product and/or its method of use.
5. **Taxes.** Fees and other charges described in this Agreement do not include federal, state or local sales, use, property, excise, service, or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits, or a valid tax-exempt certificates must be provided to Hologic prior to the execution of this Agreement. If Hologic is required to pay Taxes (except taxes on Hologic's income), Hologic shall invoice Customer for such Taxes, including interest and penalties.
6. **Warranty and Service.** Except as otherwise expressly stated in the Agreement i.) Equipment manufactured by Hologic is warranted to the original Customer to perform substantially in accordance with published product specifications for one (1) year starting from the date of shipment, or if Installation is required, from the date of Installation ("Warranty Period"); ii) replacement parts and remanufactured items are warranted for the remainder of the Warranty Period or ninety (90) days from shipment, whichever is longer; iii) consumable Supplies are warranted to conform to published specifications for a period ending on the expiration date shown on their respective packages; v) licensed Software is warranted to operate in accordance with published specifications; vi) Services are warranted to be supplied in a workman-like manner; vii) non-Hologic Manufactured Equipment is warranted through its manufacturer and such manufacturer's warranties shall extend to Hologic's customers, to the extent permitted by the manufacturer of such non-Hologic Manufactured Equipment. Hologic does not warrant that use of Products will be uninterrupted or error-free, or that Products will operate with non-Hologic authorized third-party products.
7. **Warranty Claims and Remedies.** In the event of any warranty claim, Hologic will replace with new or remanufactured items any Equipment, part, component, or consumable supply that is in breach of warranty, and will use reasonable efforts to promptly fix or provide a workaround for any Software defect or bug which prevents operation in substantial conformity with functional specifications. Alternatively, Hologic may elect to repay or credit to Customer an amount equal to the purchase price of the defective Equipment, component, Software, consumable supply, or Service. Items replaced shall become Hologic property. All claims shall be initiated by contacting Hologic within the applicable Warranty Period and thirty (30) days after discovery of the breach or non-conformity. Hologic must be given reasonable access and an opportunity to inspect all associated materials. If Hologic and Customer are unable to settle any claim and Customer has not notified Hologic within one (1) year after the claim arises, Customer shall be barred from instituting any legal action thereafter. These remedies shall comprise Hologic's entire liability and Customer's exclusive remedy for breach of warranty and are in lieu of any other remedies at law or equity. HOLOGIC'S ENTIRE WARRANTY RESPONSIBILITY IS EXPRESSLY LIMITED TO REPAIR OR REPLACEMENT (AT HOLOGIC'S OPTION AND IN THE FORM ORIGINALLY SHIPPED) OF PRODUCT OR CORRECTION OF SERVICE SUBJECT TO ANY CLAIM, OR, AT HOLOGIC'S ELECTION, REPAYMENT OF, OR CREDITING CUSTOMER WITH, AN AMOUNT EQUAL TO THE HOLOGIC PRICE, FEE OR CHARGE THEREFOR. THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH LIMITED WARRANTY IS GIVEN SOLELY TO THE ORIGINAL CUSTOMER AND IS NOT GIVEN TO, NOR MAY IT BE RELIED UPON BY, ANY THIRD PARTY INCLUDING, WITHOUT LIMITATION, CUSTOMERS OF CUSTOMER. THIS WARRANTY IS VOID UPON TRANSFER OF PRODUCT BY CUSTOMER TO ANY ENTITY WHO HAS LESS THAN FIFTY (50) PERCENT OWNERSHIP IN THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMER. CUSTOMER MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE. These warranties do not apply to any item that is: (a) repaired, moved, or altered other than by Hologic authorized service personnel; (b) subjected to physical (including thermal or electrical) abuse, stress, or misuse; (c) stored, maintained, or operated in any manner inconsistent with applicable Hologic specifications or instructions, including Customer's

refusal to allow Hologic recommended Software upgrades; or (d) designated as supplied subject to a non-Hologic warranty or on a pre-release or "as-is" basis.

- 8. Limitation of Liability.** EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, HOLOGIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE), DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING, SERVICE OR USE OF PRODUCT ORDERED OR FURNISHED PURSUANT TO THIS AGREEMENT, OR FROM ANY CAUSE RELATING THERETO UNLESS EXPRESSLY AGREED TO BY THE PARTIES IN WRITING. EXCEPT FOR PERSONAL INJURY OR DEATH TO THE EXTENT RESULTING FROM HOLOGIC'S NEGLIGENCE OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, IN NO EVENT SHALL HOLOGIC BE LIABLE UNDER ANY LEGAL THEORY OR FOR ANY CAUSE WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR OTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, FOR ANY AMOUNT IN EXCESS OF THE PRICE, FEE OR CHARGE THEREFOR RECEIVED BY HOLOGIC.
- 9. Maintenance and Repair.** Customer agrees to maintain the Equipment in good operating condition and assumes all risks of loss and damage to the Equipment, except as covered in Warranty and Service, Warranty Claims and Remedies and Limitation of Liability above. In the event of loss or damage, Customer will pay Hologic the depreciated price of the lost or damaged item of Equipment.
- 10. Default:** In addition to any default events specified elsewhere in this Agreement, the occurrence of any of the following events constitutes a default ("Default") by either applicable Party: (a) non-payment when due of any amount payable by Customer in accordance with this Agreement; or (b) failure to materially perform any covenant or condition of this Agreement. In the event of Default by Customer hereunder, all indebtedness of Customer may, at the option of Hologic and without demand or notice of any kind, immediately become due and payable, and in addition to all other remedies, Hologic may (i) require Customer to return any Hologic-owned Equipment and/or (ii) immediately terminate this Agreement. The non-Defaulting Party is entitled to recover from the Defaulting Party any and all expenses and damages that the non-Defaulting Party sustains by reason of Default including, but not limited to, reasonable attorneys' fees, and in the case of Hologic, all expenses of repossession, removal, storage and disposition of the Equipment. The remedies and rights specified herein are cumulative and not exclusive. The exercise or the non-exercise of any right or remedy does not limit or prejudice the non-defaulting Party as to that right or remedy or as to any other rights or remedies provided by applicable law.
- 11. Confidential Information.** Both Parties agree to hold in strict confidence the terms of the Agreement and all information provided to the other in connection with the performance of their respective obligations under the Agreement, including without limitation, financial information and information relating to the Customer and pricing, except to the extent that disclosure is required by applicable law. Notwithstanding the above, except to the extent required by law, including compliance with the California Public Records Act, the terms and conditions of the Agreement will not be disclosed to any third-party without the prior written consent of the other Party, except either Party may disclose the terms and conditions of the Agreement to its employees, professional advisors, agents or independent contractors that are providing contractual services for the applicable Party and who require knowledge of the terms and conditions of the Agreement, so long as such individuals are subject to applicable non-disclosure agreements.
- 12. Insurance.** During the term of this Agreement, Hologic shall maintain in effect the following insurance with respect to Customer's location (i) worker's compensation insurance covering any and all of its employees, agents or representatives who provide services to Customer, in amounts and coverage complying with the requirements of the applicable state; (ii) general liability insurance covering the acts or omissions of Hologic and its employees, agents or representatives, and any and all Equipment and other personal property of Hologic; and (iii) product liability insurance. At Customer's request, Hologic shall provide a certificate of insurance to Customer.
- 13. Term Completion.** At the end of the Term, Customer agrees to arrange the return of any Hologic-owned Equipment promptly to Hologic.
- 14.** Any additional terms and conditions accompanying subsequent Customer Purchase Order or other documentation must be agreed upon, in writing, and signed by both parties in order to be valid.

Accepted and agreed to:

Gen-Probe Sales & Service, Inc. ("Hologic") (by its authorized representative)	
	Hologic's signature is contingent upon Customer signing this Agreement and returning to Hologic by 11/5/18.
10/24/18	
Keith Gantner, SVP, Group Sales	

Customer (by its authorized representative)	
Name and Title (Print)	
Signature	Date

The offer contained in this Agreement is null and void if this Agreement is not executed by Customer (and returned to Hologic) on or before November 5, 2018 ("Offer Expiration Date"), or accepted by Hologic as indicated by Hologic's signature above.

**PLEASE FAX OR EMAIL COMPLETED AND SIGNED AGREEMENT TO
NATIONALCONTRACTS@HOLOGIC.COM OR 1-844-749-3816**

DESCRIPTION OF STANDARD SERVICE

SERVICES INCLUDED. The services included under the Standard Service option are the following:

- Labor, travel expenses, and any necessary replacement parts (excluding disposables which include, but are not limited to, tips, MTU's, TTU's, waste bags, and bench covers), during normal business hours. Normal working hours are defined as Monday-Friday, 8:30 a.m. - 5:30 p.m. local time (excluding Hologic holidays).
- Preventative maintenance by Hologic service technician according to operator's or user's manual (normal working hours Monday through Friday).
- Equipment repair for reasons other than those listed below under "Services Excluded".
- Access to Hologic Technical Support telephone support, Monday through Friday, 5:00 a.m. to 5:00 p.m. Pacific Standard Time (excluding Hologic holidays).
- Telephone number for Technical Support: 888-484-4747
- Factory authorized updates or modifications, including parts.
- Up to (2) Pro360 and/or LIS configuration changes

Exception: If service technician already on-site or has service scheduled, the LIS and/or Pro360 can be modified at that time at no charge and can exceed the 2 allotted.

Service Representative Dispatch and PRO360° REMOTE DIAGNOSTICS

- Representative on site within 24 hours (Monday – Friday) if PRO360° Remote Diagnostics Management is installed.
- Representative on site within 48 hours (Monday – Friday) if PRO360° Remote Diagnostics is not installed. Service response times are predicated upon the Equipment operator being willing and able to transfer Equipment log files to Hologic when instructed by Hologic Technical Support using the protocol described in the Equipment Operator's Manual.

SERVICES EXCLUDED. The services excluded under the Standard Service option are the following:

- Any repair required because of causes other than use of the Equipment pursuant to the operator's or user's manual. Such causes include, but are not limited to: misuse, abuse, improper use, casualty loss, neglect, reprogramming error, malfunction or failure of environmental control Equipment, electrical Equipment malfunction or failure, repair maintenance, modification, relocation, or reinstallation by other than Hologic authorized personnel, installation of commercial or non-Equipment software, use of any other tips on the Equipment other than TECAN Tips, or acts of God, fire, flood, earthquake, or other natural causes.
- Routine tasks, other than those performed by Hologic during preventative maintenance visits, covered in the operator's or user's manual, such as cleaning and maintenance.
- Supply items (including, but not limited to, those items listed in the package insert or manual as "materials required but not provided," TECAN Tips, bleach, squirt bottles, paper towels, and other such items that are needed for general use but not specifically by the Equipment) and consumable items.
- Relocation of Equipment.
- LIS and Pro360 configuration changes which exceed the above allotted (2) (e.g. urgent requests to change Pro360/LIS).

Note: Labor, travel, and material charges for all of the excluded services will be billed at rates prevailing at the time of service.

CUSTOMER OBLIGATIONS. Prior to any shipment of repair parts or visit by Hologic service representative, Customer must perform all pertinent diagnostic programs, tests, simple/ basic troubleshooting and provide an accurate description of the failure/error.

REPLACED OR REMOVED PARTS. All parts replaced or removed under this Exhibit become the property of Hologic.