

Master Supply Agreement

THIS MASTER SUPPLY AGREEMENT (the "Agreement") is made by and between the following DiaSorin Affiliate and Customer ("Customer"):

DiaSorin Affiliate	DiaSorin Inc.
Address:	1951 Northwestern Avenue Stillwater, MN 55082
Customer Name:	Tarrant County Public Health Laboratory
Address:	1101 South Main Street Fort Worth, TX 76104 United States

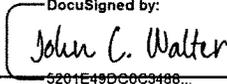
This Agreement shall be effective as of the date it is fully executed between any DiaSorin Affiliate and Customer (the "Effective Date") and shall continue thereafter for as long as there is an active Supplier Schedule (as defined below) in place between one or more DiaSorin Affiliates and Customer, unless earlier terminated in accordance with the terms and conditions of this Agreement.

Customer may order **Products** and **Equipment** (as those terms are defined below) from DiaSorin Inc., DiaSorin Molecular LLC and Luminex Corporation (each, a "DiaSorin Affiliate"), by executing a schedule with such DiaSorin Affiliate (each schedule shall be referred to herein as a "Supplier Schedule") which shall identify the equipment, kits, reagents, consumables, and/or services to be provided to Customer by such DiaSorin Affiliate. Each DiaSorin Affiliate supplying equipment, kits, reagents, consumables and/or services under this Agreement shall be sometimes referred to herein as a "Supplier".

The sale to Customer of in-vitro diagnostic instruments ("**Equipment**") and peripheral equipment (together with Equipment, "**Systems**"), reagents, kits and related consumables ("**Products**") and Supplier's performance of services ("**Services**") shall be governed exclusively by this Agreement and the applicable Supplier Schedule entered between Customer and a DiaSorin Affiliate.

DiaSorin Inc.

Customer

By:  _____
5201E49DC0C3488...

Name: John C. Walter

Title: President

Date: 2/28/2024

By: _____

Name: _____

Title: _____

Date: _____

General Terms and Conditions

1. The Agreement.

- a. These general terms and conditions shall be deemed incorporated in the Agreement; provided, however, that in the event of a conflict between these general terms and conditions and any Supplier Schedule, the Supplier Schedule shall control.
- b. Any provisions printed or otherwise contained in any purchase order, a acknowledgement, acceptance or other document from Customer purporting to govern the Equipment, Systems, Products and/or Services provided by Supplier, which are inconsistent with or in addition to these terms and conditions, shall have no force or effect and Supplier hereby rejects such inconsistent or additional terms.

2. System Supply.

- a. Supplier agrees to provide to Customer, from time to time, one or more Systems described in a Supplier Schedule. Each System will consist of the Equipment described in such Supplier Schedule and, as applicable, the peripheral instruments described in such Supplier Schedule (the "Peripherals").
- b. Upon Supplier's receipt of a request by Customer to acquire Systems hereunder, Supplier may, in its sole discretion, provide Customer with a Supplier Schedule reflecting one or more System acquisition options. In the event Customer agrees to proceed in accordance with the terms of a Supplier Schedule, Customer will submit to Supplier the Supplier Schedule signed by Customer, with an indication of which acquisition option (as described below) will apply to Customer's acquisition of the applicable Systems.
 - i. Purchase Option: In the event a Supplier Schedule provides for Customer's purchase of Systems, Supplier will deliver such Systems to Customer, and Customer shall tender to Supplier the purchase price specified in the Supplier Schedule.
 - ii. Reagent Rental/EAP Option: In the event a Supplier Schedule provides for Customer's acquisition of Systems via the Reagent Rental/EAP Option, Supplier will loan such Systems to Customer for Customer's sole use as consideration for Customer's agreement to purchase the Annual Purchase Commitment (as defined below) during the Initial Term specified in such Supplier Schedule.
 - iii. Lease Option: In the event Customer elects in a Supplier Schedule to acquire Systems using the lease option, Supplier will lease such Systems to Customer for Customer's sole use during the Initial Term specified in such Supplier Schedule. During the Initial Term for each System acquired under this subsection, Customer agrees to pay, on a monthly basis, the monthly rental fee and Equipment Service fee specified in the applicable Supplier Schedule. The parties agree that the monthly rental fee is fair market value for lease of the Systems, and includes all costs associated with installation and removal of the Systems. The parties further agree that the Equipment Service fee is fair market value for all service of the Equipment during the Initial Term, including calibration, maintenance and servicing of the Equipment, training and all labor, and materials and services necessary to fulfill Supplier's Service obligations under the applicable Supplier Schedule.

3. Product Supply.

- a. Supplier will sell to Customer Products at the lesser of the prices set forth in a Supplier Schedule (subject to adjustment as provided in the Agreement) and Supplier's list prices for such Products, as applicable.
- b. Supplier and Customer may agree in a Supplier Schedule that Customer is required to purchase a minimum amount of Product during each twelve (12) month period of such Supplier Schedule, beginning on the effective date of such Supplier Schedule. The twelve (12) month minimum purchase requirement shall be specified in the applicable Supplier Schedule (the "Annual Purchase Commitment"). Should Customer fail to satisfy the Annual Purchase Commitment for any twelve (12) month period during the term of a Supplier Schedule, Supplier will have the option, at its sole discretion, to adjust Product pricing prospectively to account for the Purchase Shortfall over the term of the Supplier Schedule; and/or (iv) require that Customer return one or more Systems to Supplier in accordance with this Agreement. Customer's purchases of any excluded Products specified in the applicable Supplier Schedule will not be applied towards fulfillment of the Annual Purchase Commitment. Taxes, packing, handling and shipping charges will not be applied towards fulfillment of the Annual Purchase Commitment.
- c. Supplier reserves the right to increase Product pricing on an annual basis by providing Customer with thirty (30) days' advance notice of such increase. Such increases shall not exceed five percent (5%) of the Product pricing in effect immediately preceding the adjustment. For clarification purposes, this annual increase is separate from, and in addition to, any other rights Supplier may have to adjust pricing due to Customer's failure to comply with the terms of this Agreement or any incorporated Supplier Schedule.
- d. Subject to the foregoing subpart (b), Supplier may edit the list of Products and pricing available hereunder, in its reasonable discretion and with immediate effect, by providing Customer with notice reflecting such adjustments.
- e. Supplier reserves the right to cease providing Customer with any Products due to discontinuation or regulatory, legal and/or safety concerns.

4. Invoicing and Payment Terms.

- a. Supplier shall invoice Customer for Systems and Products upon delivery. Supplier shall invoice Customer for Services performed on a time and materials basis as such Services are performed and for Equipment Service coverage (as defined below) upon commencement of the applicable service period.
 - b. Customer shall pay for Systems, Products and Services due in accordance with Texas Govt. Code, Chapter 2252 "The Texas Prompt Payment Act. All overdue amounts shall accrue interest until paid at a rate equal to one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is lower.
 - c. Supplier's extension of credit terms to Customer is subject, at all times, to Supplier's approval of Customer's financial condition. If Customer's financial condition at any time becomes unsatisfactory, as determined by Supplier in its sole discretion, Supplier may, in addition to all other rights and remedies available under this Agreement or any incorporated Supplier Schedule, delay or decline to make any delivery of Systems or Products to Customer, revoke any open account credit in Customer's name, cease performing Services, require prepayment of future Product orders or any combination of the above.
 - d. If Customer fails to make payment when due, Supplier may, without prejudice to any other lawful remedy and without any liability to Customer, (i) suspend further performance hereunder, including the delivery of Systems and/or Products and the performance of Services, until Customer pays all past due invoices, or (ii) terminate this Agreement with respect to any unaccepted or undeliverable portion, in which case Customer shall be responsible for any expense or loss sustained by Supplier in connection with this Agreement.
 - e. Prices do not include local, state, or federal sales or use taxes, which will be added to the invoice, if applicable. Tax-exempt entities must provide Supplier with a certificate of tax exemption.
5. Delivery.
- a. Products.
 - (i) Supplier shall deliver Products to Customer F.O.B. origin, shipping charges pre-paid and added to each invoice.
 - (ii) Title to and risk of loss of Products shall pass to Customer upon delivery to the Customer.
 - (iii) Customer will inspect Products promptly upon delivery and notify Supplier in writing of any obvious or visible defect within ten (10) calendar days after delivery, giving details of the alleged defect. If Customer fails to so notify Supplier within such ten (10) day period, the Equipment will be deemed to be accepted by Customer and Customer shall make all payments as required by this Agreement, although Customer will not lose any warranty rights as set forth in Section 6.
 - b. Systems.
 - (i) Supplier shall deliver Systems to Customer F.O.B. origin, shipping charges pre-paid and added to each invoice.
 - (ii) Unless otherwise set forth in a Supplier Schedule, title and risk of loss to purchased Systems shall pass to Customer upon delivery to Customer.
 - (iii) Supplier is the owner of, and will retain title to, each System provided to Customer via the Reagent Rental/EAP Option or Lease Option. Customer shall have the limited right to use each System solely as provided in this Agreement. Customer will not permit or suffer any attachment, encumbrances, lien, or security interest, past, present, or future, to be filed against the Systems and will promptly notify Supplier if any of the foregoing is filed or claimed. Supplier, acting for itself and on behalf of Customer, may execute one or more financing statements for public recording as provided under the Uniform Commercial Code to evidence ownership of the Systems and Customer agrees to execute any such statements or other documentation as requested by Supplier to effectuate such filings. Customer will bear all risk of loss and damage to each Supplier System from any cause whatsoever, commencing on the date of delivery of such System.
 - (iv) Upon expiration of the Initial Term for each System acquired via the Reagent Rental/EAP Option or Lease Option hereunder, Customer will return such System to Supplier undamaged or will pay for repairs required to place such System in the same condition as when accepted by the Customer (other than with respect to non-excessive wear resulting from normal use). Customer will carefully pack each System, in packaging agreed upon by Supplier, and ship such System to Supplier using the prepaid label provided by Supplier.
 - c. Representations as to delivery dates are approximate only, unless Supplier has given an expressly binding commitment. Supplier shall use commercially reasonable efforts to deliver Systems and Products in accordance with the delivery dates set forth on Customer's purchase orders. Supplier shall not be responsible for any loss or damage of any kind or nature caused by any delay in delivery irrespective of the cause of such delay. Supplier reserves the right to allocate orders among its customers in the event of supply constraints. Customer acknowledges that Products may arrive in partial deliveries and Customer agrees to accept each delivery and pay each applicable invoice in full when due regardless of controversies relating to other delivered or non-delivered Products.
6. Limited Warranty.
- a. Products. Supplier warrants that all Products provided hereunder will conform to the specifications provided to Customer by Supplier through the expiry date listed on the labels for such Products. The foregoing warranty shall only apply to the extent that such Products are handled and stored in accordance with Supplier's instructions and used in accordance with the directions in the applicable Product

insert, except that this warranty will not cover patent defects that Customer reasonably should have noted in connection with its inspection and acceptance of Products promptly following delivery. Supplier will be given the opportunity to check all details pertaining to any reported non-conformance with respect to Product specifications. Exceptions may be accepted with written approval by both parties. In the event that Products fail to comply with the warranty set forth in this Section, Supplier shall, at Supplier's option and as Customer's sole remedy, either (i) replace the non-conforming Product or (ii) issue a credit/refund in the amount of the price allocable to the non-conforming Product.

- b. **Equipment.** Except as otherwise reflected in a Supplier Schedule, Supplier warrants that all purchased or leased Equipment will perform in accordance with the manufacturer's specifications for a period of twelve (12) months following delivery of such Equipment at Customer's facility. All Equipment provided to Customer via the Reagent Rental/EAP Option will perform in accordance with the manufacturer's specifications during the applicable Initial Term (the "**Equipment Warranty Period**"). During the Equipment Warranty Period, as Customer's sole remedy for a failure of Equipment to comply with the warranty set forth in this Section, Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance. THESE WARRANTIES DO NOT APPLY, AND SUPPLIER WILL HAVE NO RESPONSIBILITY TO REPAIR OR REPLACE EQUIPMENT, IN THE FOLLOWING CIRCUMSTANCES: (i) THE EQUIPMENT HAS BEEN REPAIRED BY PERSONS NOT AUTHORIZED BY SUPPLIER; (ii) THE EQUIPMENT HAS BEEN USED, ALTERED, MODIFIED, OR ACCESSED IN A MANNER NOT AUTHORIZED IN WRITING BY SUPPLIER; (iii) DAMAGE DUE TO USE OF NON-SUPPLIER APPROVED STANDARD COMPONENTS AND CONSUMABLES IN THE EQUIPMENT; (iv) DAMAGE DUE TO SPILLAGE, IMPROPER CLEANING, DECONTAMINATION BY CUSTOMER OTHER THAN NORMAL USE AND HANDLING OF THE EQUIPMENT; OR (v) EQUIPMENT HAS NOT BEEN MAINTAINED OR USED IN ACCORDANCE WITH THE EQUIPMENT OPERATOR MANUAL.
 - c. **Disclaimer.** CUSTOMER ACKNOWLEDGES THAT, EXCEPT FOR THE LIMITED WARRANTIES STATED IN THIS AGREEMENT, SUPPLIER HAS NOT MADE, AND HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE SYSTEMS OR PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR THE LIKE.
7. **Equipment Service.** Service under this section for Equipment shall be provided during the Equipment Warranty Period.
- a. Supplier will provide preventative maintenance service in accordance with the Equipment manufacturer recommendations and will repair or replace parts or Equipment, at its discretion, that are found to be defective under normal use and maintenance.
 - b. Customer will designate a key operator who will be made available to Supplier's authorized service representative (the "**Service Representative**") to describe Equipment malfunctions by telephone and who will be qualified to perform simple adjustments and corrections as requested by the Service Representative. Failure to designate a key operator or to satisfactorily act upon the reasonable instructions of the Service Representative may result in a service call invoiced by Supplier at its then-current standard rates for service, travel, labor and parts.
 - c. Supplier will arrange for the provision of all labor and replacement parts Supplier deems necessary for repairing the Equipment at Supplier's cost, subject to the warranty provisions and exceptions above.
8. **Extended Service Coverage.** In the event a Supplier Schedule provides for extended Service and maintenance coverage ("**Equipment Service**") for Equipment purchased by Customer thereunder, the following terms shall apply with respect to such Equipment:
- a. Supplier will arrange for the servicing and repair of Equipment for which Customer has paid the Annual Service Fee specified in the Supplier Schedule (each a "**Covered System**") for the number of years specified in the Supplier Schedule commencing immediately upon the expiration of such Covered System's Equipment Warranty Period ("**Coverage Period**") in accordance with the Equipment Service provisions reflected hereinabove.
 - b. Following commencement of each year of coverage during the Coverage Period for each Covered System, Supplier will invoice Customer for the Annual Service Fee specified in the Supplier Schedule, and Customer will remit payment of such invoice in accordance with the applicable provisions of the Agreement. Notwithstanding the foregoing, Customer may elect to opt-out of any year of Extended Service Coverage for a particular System by providing Supplier with written notice of such election at least sixty (60) days prior to the commencement of such year. In such event, Customer shall also be deemed to have opted-out of all subsequent years of Extended Service Coverage under this Agreement for such System. Any such notice must reflect the serial number of the System to which such notice applies. In the event Customer elects to opt-out of Extended Service Coverage with respect to a particular System in accordance with the foregoing, and Customer subsequently elects to enter into a separate extended service maintenance agreement with respect to such System after the expiration of such System's Equipment Warranty Period and when such System is not then-currently subject to Extended Service Coverage, Customer will first be required to have such System recertified by Supplier, at Customer's cost. The Extended Service Coverage with respect to each applicable Covered System will survive the expiration or termination of the applicable Supplier Schedule and the Agreement.
9. **Indemnification.**

- a. Supplier shall indemnify, defend and hold Customer harmless from and against all losses incurred by Customer (including reasonable attorneys' fees) resulting from a third party claim to the extent arising out of: (i) a claim that Customer's use of Products or Equipment in accordance with their applicable labeling and instructions infringes any intellectual property right of such third party; or (ii) damage to property or bodily injury (including death) caused by defective Products or Equipment supplied by Supplier under this Agreement. Supplier's indemnification obligations hereunder shall not apply to the extent that any claim is attributable to: (a) the modification of Products or Equipment by Customer; (b) Customer's failure to use Products or Equipment in accordance with their labeling and instructions; or (iii) Customer's negligence or willful misconduct.
- b. The indemnifying party's ("Indemnitor") obligations will be subject to (i) the indemnified party's ("Indemnitee") prompt written notification of any actions or claims that would give rise to such party's indemnification obligation hereunder; (ii) the Indemnitee, at the reasonable expense of the Indemnitor but at no compensation to the Indemnitee, reasonably cooperating with the Indemnitor in connection with the defense of such claims or causes of action; (iii) the Indemnitor having the right, at its sole discretion to select counsel and to control the defense of such claims and causes of action; (iv) the Indemnitor having the right, at its sole discretion, to settle the claims and causes of action (provided that any settlement requiring anything other than the payment of money by the Indemnitor will be subject to the Indemnitee prior written approval, not to be unreasonably withheld or delayed).
- c. Solely with respect to infringement claims, Supplier, in its sole discretion, shall have the right to (i) modify the Products or Equipment so as to be non-infringing, (ii) replace the Products or Equipment with a non-infringing substitute, or (iii) terminate this Agreement and refund the amounts paid by the Customer for the infringing Products or Equipment.

10. Limitation of Liability

- a. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND WILL SURVIVE TERMINATION OF THIS AGREEMENT.
- b. IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO SUPPLIER FOR THE PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIMS, DAMAGES OR LOSSES.

11. General Compliance.

Supplier and Customer shall comply with all applicable federal, state and local statutes, regulations, and rules (collectively, "Laws"), including but not limited to the Anti-Kickback Statute (42 U.S.C. § 1320a-7b, as amended) and the Discount Safe-Harbor (42 C.F.R. § 1001.952(h), as amended). The parties agree that any discounts, rebates, or other price concessions on items or services provided by Supplier under this Agreement constitute a "discount or other reduction in price" of the items or services under Section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3)(A). Customer will properly disclose actual prices paid for items or services acquired pursuant to this Agreement, including any discounts or rebates, on any Medicare, Medicaid or other Federal Health Care Program (as defined in Section 1128B(f) of the Social Security Act) cost report for the fiscal year in which earned or the following year.

12. HIPAA Compliance; Access to Books and Records.

- a. The parties acknowledge that Customer may be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D. Customer agrees that protected health information as defined in 45 C.F.R. 160.103 ("PHI") is not required for Supplier's performance of this Agreement and that Supplier is neither a "covered entity" nor a "business associate" of Customer. If in the performance of any services that are related to the provision of Products or Systems under this Agreement, Customer inadvertently provides PHI to Supplier, whether on paper, tape, diskette, CD or other tangible media, in instruments or computers, electronically displayed, or verbally disclosed, Supplier agrees that it shall comply in all respects with HIPAA, ARRA and HITECH, and specifically shall keep such PHI confidential and not further access, use or disclose it for any purposes other than as permitted by this Agreement.
- b. To the extent that 42 U.S.C. § 1395x(v)(1)(I), as amended by Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) and the implementing regulations set forth at 42 C.F.R. §§ 420.300-.304, is found applicable to this Agreement, until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Supplier agrees to make available, upon written request by the Secretary of the Department of Health & Human Services, the Comptroller General of the United States, or to any of his or her duly authorized representatives, this Agreement, and books, documents and records of Supplier that are necessary to certify the extent of any costs of Customer arising from the Agreement.

13. Confidentiality.

During the term that this Agreement is in effect, a party may disclose or make available directly or indirectly (the "Disclosing Party") to the other party (the "Receiving Party"), information that is specifically identified as confidential at the time of its disclosure or would reasonably be considered confidential in the industries in which the Disclosing Party operates ("Confidential Information"). Confidential Information shall include, without limitation, the terms of this Agreement, and with respect to Supplier, pricing information. For a period of five (5) years after the termination or expiration of this Agreement, the Receiving Party shall only use the Disclosing Party's Confidential Information to perform its obligations under this Agreement and shall not disclose such Confidential Information to any third party without the written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its and its affiliates' employees ("Representatives") who have a need to know such Confidential Information provided that such Representatives are bound by written agreements containing obligation to maintain the confidentiality of the Confidential Information consistent with this Agreement. Confidential Information shall not include any information that the Receiving Party can establish: (i) was publicly available at the time of receipt or becomes publicly available after receipt through no fault of the Receiving Party, (ii) was already in the possession of the Receiving Party (as established by written records) before its receipt from the Disclosing Party; (iii) is independently developed by the Receiving Party without use of or reference to the Confidential Information, (iv) becomes known to the Receiving Party through disclosure by sources other than the Disclosing Party which have the right to disclose such Confidential Information and which are under no obligation of confidentiality (direct or indirect) to the Disclosing Party with respect to such Confidential Information; or (v) is disclosed pursuant to a requirement of a government agency, subpoena or other legal proceeding, provided that in the event that the Receiving Party becomes compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure to allow the Disclosing Party to seek a protective order or other remedy and shall take reasonable and lawful actions to avoid and/or minimize such disclosure.

14. Equal Opportunity Clause.

The parties shall comply with all Federal equal employment opportunity obligations under 41 CFR 60-1.4(a), 60-300.5 (a), 60-741.5(a) and federal labor law obligations under 29 CFR part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

15. Entire Agreement.

This Agreement, including any incorporated Supplier Schedules, hereto or delivered herewith, represent the entire agreement between the parties with respect to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of each party.

16. Binding Effect; Assignment.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Supplier may assign this Agreement without such consent to (a) a affiliate or (b) a successor in ownership of all or the portion of its business to which the Agreement relates, whether through corporate reorganization, merger, consolidation, sale of assets and/or sale of stock.

17. Waiver.

The waiver by a party hereto of any breach or default under any of the provisions of this Agreement shall not be effective unless in writing and the failure of a party to enforce any of the provisions of this Agreement or to exercise any right there under shall not be construed as a waiver of such right.

18. Severability.

If any part of this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts of this Agreement. In addition, the part that is ineffective shall be reformed in a mutually agreeable manner so as to as most closely approximate, to the extent possible, the intent of the parties hereto.

19. Survival.

The provisions of this Agreement that may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement (including, without limitation, confidentiality and governing law) shall so survive for the period specified, or if no such period, for the applicable statute of limitations.

20. Force Majeure.

Except with respect to a party's indemnification obligation or to Customer's obligation to pay for Products or Systems delivered in accordance with this Agreement, the delay or non-performance of obligations under this Agreement by either party will be excused and shall not constitute a breach or grounds for termination in the event that a party is unable to perform under this Agreement due to events beyond its

reasonable control, including strikes, lockouts, or other labor disturbances (legal or illegal), fires, floods or water damage, pandemics, earthquake, riots, governmental acts or orders, interruption of transportation, and inability to obtain materials upon reasonable price.

21. Independent Contractors.

The parties hereto are independent contractors and nothing in this Agreement will constitute the parties to be partners, nor constitute one party the agent of the other party, nor constitute the relationship to be a joint venture. Neither party shall have, or shall represent that it has, the authority or power to act for or to undertake or create any obligation or responsibility, express or implied, on behalf of, or in the name of the other party.

22. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding any provisions thereof relating to choice of law.

23. Termination.

- a. This Agreement, including any incorporated Supplier Schedules, may be terminated by either party, with immediate effect, in the event of insolvency or bankruptcy of the other party, or the appointment of a receiver, trustee, liquidator, or sequestrator of the other party, for any reason.
- b. If either party breaches this Agreement or any incorporated Supplier Schedule (including, in the case of Customer, by failing to pay amounts owed), the non-breaching party may give written notice of the breach to the breaching party. If the breaching party fails to remedy the breach within thirty (30) days following receipt of such notice, the non-breaching party may:
 - i. Terminate one or more of the incorporated Supplier Schedules;
 - ii. Terminate this Agreement;
 - iii. proceed by appropriate legal action, either at law or in equity, to enforce performance by Customer or to recover damages hereunder.
- c. Termination or expiration of this Agreement will not affect any rights or obligations (including the obligation to pay amounts owing hereunder) accrued prior to the date of termination.

24. Regulatory; Resale.

Customer understands and agrees that (i) certain Supplier Products and Equipment are intended for laboratory research and evaluation purposes only and Customer will not use such Products and Equipment for any diagnostic use and/or commercial applications or purposes, including without limitation performance of testing services, unless expressly agreed to in writing by Supplier; (ii) Customer will use the Equipment only with Products authorized by Supplier; (iii) Customer will use the Products only with Equipment authorized by Supplier; (iv) Customer will properly test and use any Products purchased from Supplier in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations now and hereinafter enacted; (v) Customer shall comply with all instructions furnished by Supplier relating to the use of the Products and not misuse the Products in any manner; (vi) Customer will not reverse engineer, decompile, disassemble or modify the Products or create derivative works of the Software (as defined below); (vii) Customer will not market, distribute, resell, rent, lease, loan or export the Products or Equipment for any purpose; (viii) Software licenses are not transferable; and (ix) Customer will have no right to use any trademarks owned by or licensed to Supplier without the express written permission of Supplier.

25. Counterparts; Signature.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which will together be deemed to constitute one agreement. In the event that any signature is delivered by electronic signature, facsimile transmission or by e-mail delivery of a ".pdf" format file, such signature will create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such electronic signature, facsimile or ".pdf" signature page were manually signed. In any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed agreement electronically.

26. End-User Equipment Software

Supplier grants Customer a revocable, non-exclusive, non-transferable license to use all software now or hereafter installed by Supplier on the Systems as delivered, including updates and new releases (the "Software") solely in combination with the Systems. Customer may not, without Supplier's prior written consent, (i) sublicense, lease, or lend the Software to any third party or permit any third party to access or use the Software; (ii) make copies of the Software, except for an archive copy; or (iii) decompile, disassemble, reverse engineer or otherwise decode or derive the source code, or create derivative works of the Software. Supplier reserves all rights to the Software not expressly granted herein. Customer agrees to all third-party end-user license agreements for the software included with the Equipment. Customer agrees to facilitate updates to the Software installed in the Systems provided hereunder, at no charge to Customer, upon receipt of Supplier's reasonable request therefor. In the event Customer fails to facilitate any such Software upgrade to Systems, Supplier may, in its discretion, cease providing warranty, repair and/or maintenance services with respect to such Systems.

27. Notices.

Any notices or communications required or permitted to be given to Customer hereunder will be given in writing via email, first class mail or courier to Customer's address set forth on the first page of this Agreement, or such other address of which Customer may inform Supplier during the Term of this Agreement. Any notices or communications required or permitted to be given to Supplier hereunder will be sent in writing to DiaSorin Inc., Attn: Vice President, Legal Affairs North America, 1951 Northwestern Avenue, Stillwater, MN 55082.

Supplier Schedule Q-33976

DiaSorin Affiliate: Dia Sorin Inc.
Customer: Tarrant County Public Health Laboratory
Date: 17 July 2023
Account #: 52785-1

This Supplier Schedule ("Schedule") shall be effective as of the date of full execution hereof, and is subject to the terms of the currently extant Master Supply Agreement between DiaSorin Inc. on the one hand and Customer on the other hand (the "Agreement"). All terms used but not otherwise defined herein shall have the meanings accorded to them in the Agreement. This Supplier Schedule shall replace and supersede any prior agreement in place between the parties relating to subject matter here.

1. [Intentionally omitted]
2. [Intentionally omitted]
3. **Term:**
 Initial Term: 12 months

The Initial Term shall commence upon the later of installation of the System(s) and full execution of this Supplier Schedule ("Commencement Date"). After the Initial Term, this Schedule shall renew automatically for successive one-year periods (the "Renewal Periods"), unless either party gives written notice of non-renewal at least thirty (30) days prior to the end of the Initial Period or any Renewal Period, as applicable.

4. **Products and Pricing (shall supersede and replace all prior pricing):**

Reagents:

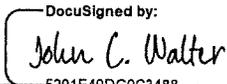
Product Number	Description	Annual Reagent Volume	Total Price/Kit	Annual Purchase Commitment
318240	LIAISON XL MUREX HCV Ab	22.00	\$509.43	\$11,207.46
318241	LIAISON XL MUREX CONTROL HCV Ab	8.00	\$100.00	\$800.00
Total Annual Purchase Commitment				\$12,007.46

Sales of products that have not been cleared by the U.S. FDA (or similar authority for distribution in other nations) may be subject to prior execution of a separate "Research Use Only" agreement.

AGREED AND ACCEPTED:

DiaSorin Inc.

Tarrant County, Texas

By: 
5204E40D6063488...
 Name: John C. Walter
 Title: President
 Date: 2/28/2024

By: _____
 Name: Tim O'Hare
 Title: County Judge
 Date: _____

02212024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**Vendor Certification Addendum to Tarrant County Contracts
Entered into on or After September 1, 2021
Required by New Texas State Laws
[Not required if all contracting parties are governments]**

This Addendum relates to the following contract: Master Supply Agreement for the DiaSorin XL Instrument

FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Vendor acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY (customer) may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

LEGAL COMPLIANCE

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

For All County Contracts Entered into on or after September 1, 2021, Vendor Must Certify:

Vendor is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Vendor Cannot Certify that it is EXEMPT as Above, Vendor Must Certify as Follows:

Vendor is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 13), Vendor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by 87th Legislature, S.B. 13) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based

energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

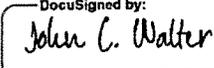
Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by 87th Legislature, S.B. 19), Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by 87th Legislature, S.B. 19) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Vendor Hereby Certifies (Mark Applicable Certification):

Vendor is EXEMPT from Certification as set out above.

Vendor is NOT EXEMPT from Certification as set out above, and Vendor Certifies that it does not and will not Boycott Energy Companies and that it does not and will not engage in prohibited Discrimination against Firearm Entities or Firearm Trade Associations.

CERTIFIED by:

DocuSigned by:

TE USF BEEP JF 8442

Signature of Certifying Person

John C. Walter

Printed Name of Certifying Person

President

Title of Certifying Person

DiaSorin Inc.
Name of Vendor Company

Nov 20, 2023 | 2:48 PM CST
Date Certified



Debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you or your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

John C. Walter

(Name)

DiaSorin Inc.

(Company)

1951 Northwestern Avenue

(Address)

Stillwater, MN 55082

(Address)

PHONE 651-439-9710 -- FAX 651-351-5669

EMAIL cs@diasorin.com

DocuSigned by:

John C. Walter

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Signature

Nov 20, 2023 | 2:48 PM CST
Date