

VAXVALUE AGREEMENT

| | |
|---------------------------------|--|
| Member Name: | Kern County Public Health Services |
| Address: | 1800 Mount Vernon Ave Bakersfield, CA 93306 |
| Primary Contact & Title: | Ann Walker – Supervising Public Health Nurse |
| Email of Primary Contact: | walkerann@kerncounty.com |
| Agreement Number: | 364785 – 432307 |
| Term (3 years): | April 1, 2021 – March 31, 2024 |
| Group Purchasing Organization: | Vizient Supply, LLC (“Vizient”) |
| Measurement Periods: | Year 1- April 1, 2021 – March 31, 2022 Year 2- April 1, 2022 – March 31, 2023 Year 3- April 1, 2023 – March 31, 2024 |
| Group Purchasing Agreement No. | RX80240 (the “Vizient Agreement”) |
| Wholesaler/Distributor: | N/A |
| Wholesaler/Distributor Address: | N/A |

VaxValue Agreement for Kern County Public Health Services

- Kern County Public Health Services** (“Customer”) is defined to include any office locations (“Practice Locations”) through which **Kern County Public Health Services** carries out professional services. Practice Locations are listed in Attachment A, and references to **Kern County Public Health Services** shall include its Practice Locations. **Kern County Public Health Services** and its Practice Locations are part of the same legal entity, and constitute a single “buyer,” for purposes of the federal health care program anti-kickback law discount exception, 42 U.S.C. § 1320a-7b(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).
- According to its immunization protocol, **Kern County Public Health Services**, a Member of **Vizient** (for itself and, as applicable, its participating Practice Locations) selects and commits to the Product Category Offer as set forth in Table 1 and based upon the terms and conditions set forth herein:

Qualifying Product Category Offer - Table 1

| Qualifying Product Categories and Product Sales Measurement | | |
|---|--|--|
| | TIER 1 | TIER 2 |
| | Must Meet or Exceed 3 of 3 Qualifying Product Categories | Must Meet or Exceed 2 of 3 Qualifying Product Categories |
| Pediatric: Daptacel, Quadracel, ActHIB | 80% Category Product Sales | 80% Category Product Sales |
| Boosters: Adacel, Tenivac | 80% Category Product Sales | 80% Category Product Sales |
| MenACWY: Menactra and *MenQuadfi | 80% Category Product Sales | 80% Category Product Sales |

* This Product is currently licensed. Available shipping information will follow in a subsequent update. Addendum AA will be attached to your agreement. Addendum AA will include Pentacel and MenQuadfi.

“Category Product Sales” for a Member means the Member’s Net Sales of Products it purchased from Supplier divided by Category Sales (as defined in Section 3 of this Agreement), expressed as a percentage. Pricing for the current contract year will be based on a Member’s Category Product Sales during the previous 12 months meeting or exceeding 80% of Category Sales for each applicable Qualifying Product Category (as defined in Attachment B). The pricing for each successive year will be based on Member’s meeting or exceeding the prior year’s Category Product Sales for each Qualifying Product Category.

3. “Category Sales” are defined as total Sanofi Pasteur Inc. Product purchases (net of any returns) of a given Product Category plus all competitive vaccines as described in Attachment B. Category Sales are calculated based on current membership roster for a twelve (12) month period and will be recalculated each year of this Agreement. Category Sales will be validated by **Kern County Public Health Services** and Sanofi Pasteur Inc. within 30 days of execution of this Agreement.

Sanofi Pasteur Inc. may utilize third party sales data to determine Category Sales as identified above and in Attachment B. Upon availability, Sanofi Pasteur Inc. will utilize Category Sales data as supplied by IMS America to determine compliance to Product Sales Measurement as identified in the Agreement.

4. Sanofi Pasteur Inc. offers two pricing Tiers. Tiered pricing will be determined for each year based upon the previous twelve (12) months’ Category Sales performance in each Qualifying Product Category. Tier evaluation will be based on the following:
 - a. **Tier 1:** Pricing listed in Schedule A will be earned by meeting or exceeding the qualifying Product Sales Measurement for three (3) out of three (3) Qualifying Product Categories.
 - b. **Tier 2:** Pricing listed in Schedule A will be earned by meeting or exceeding the qualifying Product Sales Measurement for two (2) out of three (3) Qualifying Product Categories.
5. Initial Tier status determination and evaluation periods:

Upon execution of this Agreement, **Kern County Public Health Services’** prior 12 months’ Category Product Sales will determine **Kern County Public Health Services’** initial Tier placement for year one of this Agreement.

- a. Achievement of Qualifying Product Category Sales will be evaluated on a semi-annual basis. Once the initial Tier is defined, the first review of Qualifying Product Category performance will occur six (6) months after the commencement of this Agreement and every six (6) months thereafter. This will provide an opportunity for both **Kern County Public Health Services** and Sanofi Pasteur Inc. to clearly assess the trends toward meeting or exceeding the agreed upon number of Qualifying Product Categories.
- b. Achievement and determination of Qualifying Product Categories and establishing the agreed upon Tier for the second and third years of the Agreement will be assessed on an annual basis and will occur twelve (12) months and twenty-four (24) months after the commencement of this Agreement. A Schedule defining the Tier level for each of the second and third years of this Agreement will be issued to **Kern County Public Health Services** at the commencement of the second and third years of this Agreement, respectively.
- c. For customers where a Qualifying Product Category Sale is zero, **Kern County Public Health Services** will be placed in a Tier based on the one or more Qualifying Product Category or Categories being met.

Kern County Public Health Services will indicate Tier level and Product Category commitment below signature line.

6. Sanofi Pasteur Inc. will review variances from Product Sales Measurements based on market conditions.
7. **Kern County Public Health Services** shall, in connection with this Agreement, comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, **Kern County Public Health Services** may be obligated to report and provide information concerning any discounts provided under this Agreement pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party.

8. Product pricing is stated in Schedule A which includes Tier 1 and Tier 2. These prices are subject to change with thirty (30) days' written notice during the term of this Agreement based upon market conditions and/or changes to catalog prices. Provided that **Kern County Public Health Services** meets or exceeds the Qualifying Products and Product Sales Measurement set forth in Table 1 above, Sanofi Pasteur agrees that any price increase on any of the Qualifying Products listed in Addendum A, will not exceed a total of four percent (4%) within any calendar year (January-December) of this Agreement.
9. Payment terms are 2% 60, net 61 days.

ADDITIONAL TERMS

10. The term of this Agreement may be renewed for an additional thirty six (36) month period as mutually agreed upon by both parties. In the event that **Kern County Public Health Services'** GPO fails to execute an Agreement prior to the end date of this Agreement, this Agreement will end on the last day of the term of the GPO Agreement.
11. Arbitration Clause. All Claims and disputes arising under or relating to this Agreement are to be exclusively and finally determined by binding arbitration in the state of New York, or another location mutually agreeable to the parties, there shall be no right or authority for any Claims to be arbitrated on a class action basis, and there shall be no entitlement to join or consolidate claims. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or if applicable, under its Procedures for Large, Complex Commercial Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in areas of law applicable to the asserted Claims, and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be or has been at any time employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. This arbitration shall be governed by, and construed in accordance with, the laws of the state of New York without giving effect to the choice of law principles thereof.

Definition of Claims. As used in this Agreement, "Claims" shall mean any and all liabilities, disputes and expenses whatsoever including, without limitation, claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), damages (whether compensatory, multiple, exemplary or punitive), judgments, awards, penalties, settlements, investigations, costs, responses to subpoenas or other governmental directives and reasonable attorneys' fees and disbursements with respect to any claims that may be sustained, suffered or incurred by a Party hereto.

12. Practice Locations: **Kern County Public Health Services** shall (1) provide Sanofi Pasteur Inc. with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi Pasteur Inc. of any changes, additions or deletions to the list as they occur. All such information must be submitted in an electronic format provided by Sanofi Pasteur Inc. (Attachment A) via email. The document must contain the required fields as outlined in Attachment A. Sanofi Pasteur Inc. will process any changes, additions and deletions relating to Attachment A within forty-five (45) days of receipt. Sanofi Pasteur Inc. reserves the right to exclude certain proposed Practice Locations from coverage under this Agreement upon notice to **Kern County Public Health Services**. Sanofi Pasteur Inc. further reserves the right to cancel or amend this Agreement should **Kern County Public Health Services** not meet Sanofi Pasteur Inc.'s requirements as outlined in this section. In such event, Sanofi Pasteur Inc. agrees to provide thirty (30) days' written notice to **Kern County Public Health Services** and work with **Kern County Public Health Services** during said period to resolve outstanding issues.
13. Either **Kern County Public Health Services** or Sanofi Pasteur Inc. shall have the right to cancel this Agreement upon thirty (30) days' written notice. Any benefit earned through the date of cancellation will be issued as specified by the Agreement.
14. Sanofi Pasteur Inc. reserves the right to limit orders (by NDC) for **Kern County Public Health Services**, within any given month, to no more than one hundred and fifty percent (150%) of a Practice Location's average monthly purchases and also one hundred and fifty percent (150%) of **Kern County Public Health Services'** Agreement in its entirety, calculated over the previous six months.

15. **Kern County Public Health Services** will provide written notice to Sanofi Pasteur Inc. should the price of any contract Product become noncompetitive as a result of an alternative competitive offer, and Sanofi Pasteur Inc. will be offered the right to match the competing price within thirty (30) days of such notice.
16. **Kern County Public Health Services** shall promptly advise Sanofi Pasteur Inc. of any discrepancies in pricing. Sanofi Pasteur Inc. will process credit adjustment requests due to an error in pricing, excluding requests based on Practice Location affiliation, upon such notification. Credit adjustments due to Practice Location affiliation will be considered upon written notice to Sanofi Pasteur Inc., and will be limited to the two (2) month period prior to receipt of the written notification. Sanofi Pasteur Inc. reserves the right to deny credit adjustments based upon incomplete and/or inaccurate documentation.
17. Pursuant to Contract #RX80240, and in consideration of **Kern County Public Health Services'** designated group purchasing organization, **Vizient**, providing various administrative services, Sanofi Pasteur Inc. shall pay an Administrative Fee to **Vizient**.
18. **Kern County Public Health Services** certifies to Sanofi Pasteur Inc. that (1) Products sold to **Kern County Public Health Services** under this Agreement shall be dispensed to patients, physicians and/or employees of **Kern County Public Health Services** and (2) **Kern County Public Health Services** is operating in each instance, both on the effective date of this Agreement and on the date said Product is dispensed, either as:
 - (i) the exclusive provider of said Product to patients, physicians or employees; or
 - (ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of said Product are made for said **Kern County Public Health Services'** "own use"; or
 - (iii) a for-profit organization, for which purchases of said Product are made for **Kern County Public Health Services'** "own use" as defined in De Modena, et al. v. Kaiser Foundation Health Plan, Inc., et al., 743 F. 2d 13888 (9 Cir. 1984), applying the holding of the U.S. Supreme Court in Abbott Laboratories, et al. v. Portland Retail Druggist Association, Inc., 425 U.S. 1 (1976).
19. **Kern County Public Health Services** shall purchase all Products hereunder from Sanofi Pasteur Inc. exclusively on a direct purchase basis; provided, however, that **Kern County Public Health Services** may make such purchases on a non-direct basis through a wholesaler and/or distributor able to communicate contract sales information to Sanofi Pasteur Inc. in a form acceptable to and approved by Sanofi Pasteur Inc. Should **Kern County Public Health Services** choose to purchase on a non-direct basis, **Kern County Public Health Services** will supply the names/addresses of its wholesalers and/or distributors to Sanofi Pasteur Inc. Contract Products purchased through a wholesaler and/or distributor may be subject to a distribution fee. This distribution fee is negotiated solely between the **Kern County Public Health Services** and its designated wholesaler and/or distributor.
20. Following the execution of this Agreement, **Kern County Public Health Services** shall promptly notify all Practice Locations of the implementation of this Agreement, including the following:
 - a. Practice Locations will be responsible for inspection of all Products upon its receipt, immediately notifying Sanofi Pasteur Inc. of any Product that is damaged or unusable. Such Product shall be returned to Sanofi Pasteur Inc. in accordance with Sanofi Pasteur Inc.'s General Terms and Conditions of Sale. All Products must be stored and handled as described in each Product's approved labeling.
 - b. **Kern County Public Health Services** will permit Sanofi Pasteur Inc. or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi Pasteur Inc. or its authorized representative's access to **Kern County Public Health Services'** Practice Locations in order to provide information or service materials.
 - c. **Kern County Public Health Services** agrees to meet with representatives from Sanofi Pasteur Inc. at a minimum of every six (6) months to review current and trending contract compliance and performance.
 - d. At or about the conclusion of the Agreement term, Sanofi Pasteur Inc. shall propose Product pricing for the renewal term of this Agreement and review it with responsible **Kern County Public Health Services** representatives.
 - e. **Kern County Public Health Services** and Sanofi Pasteur Inc. shall hold the terms of this Agreement as confidential information and such obligation of confidentiality shall survive the termination or expiration of this Agreement. Section 19, Confidentiality, in the Vizient Agreement governs the confidentiality of communications between **Kern County Public Health Services** and Vizient.

21. Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi Pasteur Inc. may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates.
22. Sanofi Pasteur Inc. shall indemnify, defend, and hold harmless **Kern County Public Health Services**, against and in respect of any and all claims, losses, costs, expenses, liabilities and damages, (including reasonable attorneys' fees) in connection with, arising out of or based upon any claim of an alleged defect in any of the Products supplied hereunder (collectively, the "Claims"), except to the extent that any such Claim is caused by **Kern County Public Health Services'** negligence, recklessness or willful misconduct, or from breach of any of **Kern County Public Health Services'** representations, warranties or certifications.

As a condition to Sanofi Pasteur Inc.'s indemnification, **Kern County Public Health Services** shall give Sanofi Pasteur Inc. notice of any Claims (including a copy of any such Claim served upon **Kern County Public Health Services**), promptly after such Claim was served and shall cooperate with Sanofi Pasteur Inc. and provide all such information to Sanofi Pasteur Inc. as shall be reasonably necessary for the defense (or settlement) of such Claims. **Kern County Public Health Services** agrees to cooperate with Sanofi Pasteur Inc. in all respects with the conduct of the defense of the Claims, and shall not compromise or otherwise settle any such Claim without Sanofi Pasteur Inc.'s prior written consent.
23. The terms and conditions of the **Vizient** Agreement shall apply to this Agreement. Sanofi Pasteur Inc. acknowledges and agrees that nothing contained in this Agreement shall constitute a limitation on or reduction of any of Sanofi Pasteur Inc.'s obligations, or be deemed a waiver of any representations, warranties, indemnities or other rights, protections or remedies, contained in the Vizient Agreement.
24. Unless otherwise notified in writing to the contrary, any notice or written disclosure required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered personally, electronically (either via e-mail or facsimile), or if mailed, upon deposit in the United States mail, postage prepaid, and (i) if directed to **Kern County Public Health Services** or any of its Practice Locations, properly addressed to **Kern County Public Health Services** at the address listed in this document on page 1 and the signature page, and (ii) if directed to Sanofi Pasteur Inc., properly addressed to: Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370, ATTN: Senior Director, Contract Development and Analytics. EMAIL: contract.administration@sanofi.com
25. This Agreement, its Attachments and Schedule, and the Vizient Agreement constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement, its Attachments and Schedule and the Vizient Agreement supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement, its Attachments and Schedule will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.
26. This document is issued by Sanofi Pasteur Inc. located at Discovery Drive, Swiftwater, Pennsylvania 18370-0187 and is binding only upon endorsement by its Head of Sales.

[Signature Page Below]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

KERN COUNTY PUBLIC HEALTH SERVICES

SANOFI PASTEUR INC.

By: _____

Patrick
By: Engkjer Digitally signed by Patrick Engkjer
Date: 2021.03.03 14:37:55 -06'00'

Printed Name: _____

Printed Name: Patrick Engkjer

Title: _____

Title: Head of Key Accounts

Date: _____

Date: 3.3.21

Kern County Public Health Services' initials below indicate Tier level and Product Category commitment:

| | Tier 1: 3 of 3 Product Categories (Initial below) | Tier 2: 2 of 3 Product Categories (Initial selected Products) |
|------------------|--|--|
| Pediatric | | |
| Boosters | | |
| MenACWY | | |

Attachment A

List of Practice Locations

Provide a list of Practice Locations as requested by **Sanofi Pasteur Inc.** and updates monthly in an electronic format (Excel) acceptable to **Sanofi Pasteur Inc.** The Excel file may be sent via e-mail.

Required

HIN, DEA, and GLN

Customer Segment (pediatric, FP, IM, etc.)

Name

Address

City

State

Zip

Phone

Start Date

End Date (if known)

Contact Person

Add, Delete, Change

Optional

Sanofi Pasteur Inc. Customer Number

Attachment B

Sanofi Pasteur Product Category Definitions

| Therapeutic Class | Qualifying Product Category | Sanofi Pasteur Qualifying Products | Competitor Measured Products used to determine Category Sales | Category Sales Measurement |
|---|-----------------------------|------------------------------------|---|----------------------------|
| Pediatric Acellular Pertussis and HIB containing Vaccines | Pediatric | Daptacel, Quadracel, ActHIB | All forms of Infanrix, Kinrix, PedvaxHIB, and Hiberix | 80% Category Sales |
| Tdap and Td Vaccines | Boosters | Adacel, Tenivac | Boostrix and MassBiologics Td | 80% Category Sales |
| Meningococcal MenACWY Vaccines | MenACWY | Menactra and MenQuadfi | Menveo | 80% Category Sales |

Schedule A to VaxValue Agreement

Contract price below is effective as per the date of this Agreement. Any allowable changes are subject to the terms in Section 8 above. The following is CONFIDENTIAL INFORMATION of Sanofi Pasteur Inc. and may not be disclosed to others or used for your own benefit without Sanofi Pasteur Inc.'s prior written consent. Online and Prompt Pay discounts apply to Direct orders only.

Based on the Tier selected by Customer, the Addendum A and Addendum AA - Product and Price List with Federal Excise Tax - will be attached to the fully executed Agreement as the last page.

All prices referenced below do not include federal excise tax.

| Tiers | Product Code | Description | Contract Price | Online Discount | Prompt Pay | Net Invoice Price per Unit | Net Invoice Price per Dose |
|------------------|--------------|-------------------------------|----------------|-----------------|------------|----------------------------|----------------------------|
| Tier 1 Under GPO | 545-03 | ActHIB | \$ 49.24 | 1.0% | 2.0% | \$ 47.77 | \$ 9.55 |
| | 400-10 | ADACEL | \$ 334.24 | 0.0% | 2.0% | \$ 327.56 | \$ 32.76 |
| | 400-20 | ADACEL | \$ 167.12 | 0.0% | 2.0% | \$ 163.78 | \$ 32.76 |
| | 286-10 | DAPTACEL | \$ 185.85 | 1.0% | 2.0% | \$ 180.31 | \$ 18.03 |
| | 225-10 | DIPH/TET AD 10x1 PRESERV FREE | \$ 500.33 | 1.0% | 2.0% | \$ 485.42 | \$ 48.54 |
| | 190-20 | IMOGAM RABIES HT 2ML | \$ 463.50 | 1.0% | 2.0% | \$ 449.69 | \$ 449.69 |
| | 250-51 | IMOVAX RABIES 1 ML V | \$ 305.52 | 1.0% | 2.0% | \$ 296.42 | \$ 296.42 |
| | 252-51 | IMOVAX RABIES 1 ML V | \$ 305.52 | 1.0% | 2.0% | \$ 296.42 | \$ 296.42 |
| | 860-10 | IPOL | \$ 220.29 | 1.0% | 2.0% | \$ 213.73 | \$ 21.37 |
| | 589-05 | Menactra | \$ 515.44 | 1.0% | 2.0% | \$ 500.08 | \$ 100.02 |
| | 562-10 | Quadracel | \$ 412.21 | 1.0% | 2.0% | \$ 399.92 | \$ 39.99 |
| | 215-10 | TENIVAC | \$ 258.84 | 1.0% | 2.0% | \$ 251.13 | \$ 25.11 |
| | 215-15 | TENIVAC | \$ 258.84 | 1.0% | 2.0% | \$ 251.13 | \$ 25.11 |
| | 752-21 | TUBERSOL 5TU 10 | \$ 60.82 | 1.0% | 2.0% | \$ 59.01 | \$ 5.90 |
| | 752-22 | TUBERSOL 5TU 50 | \$ 238.00 | 1.0% | 2.0% | \$ 230.91 | \$ 4.62 |
| | 790-51 | TYPHIM VI 1 DOSE SYRINGE SG | \$ 86.72 | 1.0% | 2.0% | \$ 84.14 | \$ 84.14 |
| | 790-20 | TYPHIM VI 20 DOSE | \$ 1,380.48 | 1.0% | 2.0% | \$ 1,339.34 | \$ 66.97 |
| | 915-01 | YF-VAX S/G 5X1D | \$ 644.55 | 1.0% | 2.0% | \$ 625.34 | \$ 125.07 |
| Tiers | Product Code | Description | Contract Price | Online Discount | Prompt Pay | Net Invoice Price per Unit | Net Invoice Price per Dose |
| Tier 2 Under GPO | 545-03 | ActHIB | \$ 50.28 | 1.0% | 2.0% | \$ 48.78 | \$ 9.76 |
| | 400-10 | ADACEL | \$ 337.63 | 0.0% | 2.0% | \$ 330.88 | \$ 33.09 |
| | 400-20 | ADACEL | \$ 168.82 | 0.0% | 2.0% | \$ 165.44 | \$ 33.09 |
| | 286-10 | DAPTACEL | \$ 188.60 | 1.0% | 2.0% | \$ 182.98 | \$ 18.30 |
| | 225-10 | DIPH/TET AD 10x1 PRESERV FREE | \$ 505.12 | 1.0% | 2.0% | \$ 490.07 | \$ 49.01 |
| | 190-20 | IMOGAM RABIES HT 2ML | \$ 463.50 | 1.0% | 2.0% | \$ 449.69 | \$ 449.69 |
| | 250-51 | IMOVAX RABIES 1 ML V | \$ 308.63 | 1.0% | 2.0% | \$ 299.43 | \$ 299.43 |
| | 252-51 | IMOVAX RABIES 1 ML V | \$ 308.63 | 1.0% | 2.0% | \$ 299.43 | \$ 299.43 |
| | 860-10 | IPOL | \$ 230.04 | 1.0% | 2.0% | \$ 223.18 | \$ 22.32 |
| | 589-05 | Menactra | \$ 529.84 | 1.0% | 2.0% | \$ 514.05 | \$ 102.81 |
| | 562-10 | Quadracel | \$ 416.41 | 1.0% | 2.0% | \$ 404.00 | \$ 40.40 |
| | 215-10 | TENIVAC | \$ 260.06 | 1.0% | 2.0% | \$ 252.31 | \$ 25.23 |
| | 215-15 | TENIVAC | \$ 260.06 | 1.0% | 2.0% | \$ 252.31 | \$ 25.23 |
| | 752-21 | TUBERSOL 5TU 10 | \$ 61.41 | 1.0% | 2.0% | \$ 59.58 | \$ 5.96 |
| | 752-22 | TUBERSOL 5TU 50 | \$ 240.35 | 1.0% | 2.0% | \$ 233.19 | \$ 4.66 |
| | 790-51 | TYPHIM VI 1 DOSE SYRINGE SG | \$ 87.58 | 1.0% | 2.0% | \$ 84.97 | \$ 84.97 |
| | 790-20 | TYPHIM VI 20 DOSE | \$ 1,394.27 | 1.0% | 2.0% | \$ 1,352.72 | \$ 67.64 |
| | 915-01 | YF-VAX S/G 5X1D | \$ 651.00 | 1.0% | 2.0% | \$ 631.60 | \$ 126.32 |

| Tiers | Product Code | Description | Contract Price | Online Discount | Prompt Pay | Net Invoice Price per Unit | Net Invoice Price per Dose |
|------------------------|--------------|---|----------------|-----------------|------------|----------------------------|----------------------------|
| Tier 1 Under GPO | 510-05 | Pentacel | \$ 313.31 | 1.0% | 2.0% | \$ 303.97 | \$ 60.79 |
| | 511-05 | Pentacel® formulated with Vero cell-derived IPV | \$ 313.31 | 1.0% | 2.0% | \$ 303.97 | \$ 60.79 |
| | 590-05 | MenQuadfi | \$ 525.75 | 1.0% | 2.0% | \$ 510.08 | \$ 102.02 |
| Tiers | Product Code | Description | Contract Price | Online Discount | Prompt Pay | Net Invoice Price per Unit | Net Invoice Price per Dose |
| Tier 2 Under GPO | 510-05 | Pentacel | \$ 313.31 | 1.0% | 2.0% | \$ 303.97 | \$ 60.79 |
| | 511-05 | Pentacel® formulated with Vero cell-derived IPV | \$ 313.31 | 1.0% | 2.0% | \$ 303.97 | \$ 60.79 |
| | 590-05 | MenQuadfi | \$ 540.44 | 1.0% | 2.0% | \$ 524.33 | \$ 104.87 |

Addendum A and Addendum AA to VaxValue Agreement

Products and Pricing

Based on Tier level selected, Addendum A and Addendum AA will be attached to the fully executed VaxValue Agreement.