

AMENDMENT NO. 2 TO MMCAP INFUSE AGREEMENT NO. MMS2200579

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2200579 ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Seqirus USA Inc., a corporation with an address of 25 Deforest Ave, Suite 200, Summit, NJ 07901 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Modifications

Revision 1: Paragraph 2 of the Agreement Term is amended to read as follows:

2. **Expiration Date:** March 31, 2025.

Revision 2: The "2024-2025 Flu Year Products, Pricing, and Terms" attached hereto as Exhibit 1 will be incorporated into Attachment A of the Agreement for the 2024-2025 season.

Revision 3: Seqirus will supply Members, and Members agrees to accept, the FDA-approved 2024-2025 formulation of each Product.

Revision 4: For the 2024-2025 Influenza Season, the allowable percentage of Returnable Doses shall be as set forth on Schedule 1: Returnable Doses. Member shall return any Returnable Doses it elects to return to Seqirus, or its authorized designee, as per the Terms found at <https://www.flu360.com/terms-conditions-sales-2024-2025> and in accordance with Seqirus' return instructions.

Accurate as of December 1, 2023

The most current version

<https://members.infuse-mn.gov/contract-documents>

MMS2200579

Amendment #2

Tendered: November 22, 2023

VENDOR: SEQIRUS USA INC.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: _____
Signature: John Blumenrich
Title: Revenue Management
Date: 11/30/2023

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: _____
Signature: Brandon Sis
Date: 11/30/2023

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: _____
Signature: Renata Vaschevici
Date: 11/30/2023