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|--|--|---|--|--|-----------|--|-------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | | PAGE OF PAGES 1 43 | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. 75A50120C00151 | | | | 3. EFFECTIVE DATE See Block 20C | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. OS264751 | |
| 5. ISSUED BY CODE ASPR-BARDA ASPR-BARDA 200 Independence Ave., S.W. Room 640-G Washington DC 20201 | | 6. ADMINISTERED BY (If other than Item 5) CODE ASPR-BARDA ASPR-BARDA US DEPT OF HEALTH & HUMAN SERVICES BIOMEDICAL ADVANCED RESEACH & DEVELOPMENT AUT 200 INDEPENDENCE AVE, S.W. Washington DC 20201 | | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) 98POINT6 INC 1544251 701 5TH AVE STE 2300 SEATTLE WA 981047041 | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | |
| 9. DISCOUNT FOR PROMPT PAYMENT | | | | 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See G.4 | | | |
| CODE 1544251 | | FACILITY CODE | | 11. SHIP TO/MARK FOR CODE HHS/OS/ASPR HHS/OS/ASPR 200 C St SW WASHINGTON DC 20201 | | 12. PAYMENT WILL BE MADE BY CODE PSC PSC Program Support Center 7700 Wisconsin Ave Bethesda MD 20814 | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) () | | | | 14. ACCOUNTING AND APPROPRIATION DATA 2020.199C022.25106 | | | |
| 15A. ITEM NO | | 15B. SUPPLIES/SERVICES | | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| Continued | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | | \$700,000.00 | |

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

| | | | |
|--|--|--|--|
| 17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) | |
|--|--|--|--|

| | | | | | | | | | | | |
|---|--|-------------------------|--|------------------|--|--|--|-------------------------------|--|------------------|--|
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | 19B. NAME OF CONTRACTOR | | 19C. DATE SIGNED | | 20A. NAME OF CONTRACTING OFFICER | | 20B. UNITED STATES OF AMERICA | | 20C. DATE SIGNED | |
| (b)(6) | | (b)(6) | | 09/10/2020 | | (b)(6) | | BY | | 11/2020 | |
| | | | | | | (Signature of the Contracting Officer) | | | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
75A50120C00151

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NAME OF OFFEROR OR CONTRACTOR
98POINT6 INC 1544251

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 1 | Tax ID Number: 47-3490194 DUNS Number: 080174893 ASPR-20-02380 -- 98Point6-Text-Based Medical Care via a Smartphone Interface and Artificial Intelligence to Assess, Triage, Diagnose and Treat COVID-19 Delivery: 09/11/2020 Appr. Yr.: 2020 CAN: 199C022 Object Class: 25106 Period of Performance: 09/11/2020 to 01/31/2021 ASPR-20-03489 -- 99point6 Text-Based Medical Care via a Smartphone Interface and Artificial Intelligence to Assess, Triage, Diagnose and Treat COVID-19 Obligated Amount: \$700,000.00 | | | | 700,000.00 |

DRIVE EZ-BAA CONTRACT

PART I. THE SCHEDULE

SECTION A. BACKGROUND

In 2018, the Biomedical Advanced Research and Development Authority (BARDA) established the Division of Research, Innovation, and Venture (DRIVE). The mission of DRIVE is to encourage agile business practices, accelerate biomedical innovations, and improve the availability of transformative products & technologies to protect Americans from natural and intentional health security threats. The following contract and the Statement of Work (addressed in Section C), further the mission and goals of DRIVE.

SECTION B. SUPPLIES OR SERVICES AND PRICE/COST

B. 1. PRICE

FIRM FIXED PRICE: The firm fixed price of the base period of the contract is \$700,000.

| CONTRACT LINE ITEM NO. (CLIN) | PROJECT DESCRIPTION | PERIOD OF PERFORMANCE | QUANTITY | UNIT | UNIT PRICE |
|-------------------------------|---|---|----------|------|------------|
| 0001 (Base Period) | Text-Based Medical Care via a Smartphone Interface and Artificial Intelligence to Assess, Triage, Diagnose and Treat COVID-19 | 11 September 2020 - 31 January 2021 | 1 | JOB | \$700,000 |
| 0002 (Option Period 1) | Patient-Collected Health Data | 01 November 2020 - 31 January 2021 | 1 | JOB | \$49,000 |

(b)(4)

B.2 OPTION PERIOD(S)

- a. The contract includes optional CLIN 0002. The Government may exercise Option Period(s) in accordance with FAR 52.217-9 Option to Extend the Term of the Contract (March 2000), as set forth in Section I of the contract.
- b. Unless the Government exercises an Option Period pursuant to this section, the contract consists only of the Base Period (CLIN 0001).
- c. The Government may require the performance of the Option Period(s) identified above as detailed in the Statement of Work. The Government could require the Contractor to provide these services under said Option Period(s) by unilaterally exercising the optional segment of work.
- d. The Contractor is expressly prohibited from beginning work under an Option Period prior to receiving written authorization from a BARDA Contracting Officer.

B. 3. ADVANCE UNDERSTANDINGS

a. Sharing of contract deliverables within United States Government (USG)

In an effort to build a robust medical countermeasure pipeline through increased collaboration, the Government may share technical deliverables with Government entities responsible for Medical Countermeasure Development. In accordance with recommendations from the Public Health Emergency Medical Countermeasure Enterprise (PHEMCE) Review, agreements established in the Integrated Portfolio Advisory Committee (PAC) Charter, and agreements between BARDA and the Department of Defense, the National Institutes of Health, the Centers for Disease Control, and the FDA, BARDA may share technical deliverables and test results created in the performance of this Contract with colleagues within the PHEMCE as well as within the Department of Health and Human Services (DHHS). This advance understanding does not authorize the Government to share financial information outside of the United States Government. The Contractor is advised to review the terms of FAR 52.227-14 Rights in Data – General, regarding the Government’s rights to data produced during the course of performance of this Contract.

b. Approval of Human and Animal Protocols

This contract:

- 1. Will or Will Not include clinical trials (e.g. human protocols); and
- 2. Will or Will Not include non-clinical trials (e.g. animal protocols).

Accordingly, if checked to indicate either class of studies is *not* included under the subject contract, all of the corresponding clinical and non-clinical clauses, terms, and obligations included in this document are hereby self-deleted.

The Contractor shall submit all human and animal protocols and human informed consent documents as referenced under this Contract to the Contracting Officer (CO) and Contracting Officer’s Representative (COR) for review and approval **prior** to seeking other approvals (Institutional Review Board, Human Use Committee, Institutional Animal Care and Use Committee). The Government requires no fewer than eight (8) business days to perform a review. The Contractor shall take this review time into account and submit protocols as early as possible to avoid delays. The Government’s comments and feedback shall be addressed prior to approval. The COR will review and provide approval of protocols. Human informed consents shall also be submitted and reviewed with any human protocol.

c. Rights in Data

See Section I – Contract Clauses

SECTION C. DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. STATEMENT OF WORK

See Section J – Attachment 1 (Statement of Work) as agreed upon by the Government and Contractor, and the Reporting Requirements outlined by “DRIVE Digital Resources” accessed via www.drive.hhs.gov.

C.2 REGULATORY ACTIVITIES

The Contractor shall submit to the COR for review and comment, pre-submission documents, submission documents, results documents, and all proposed regulatory filing documents with the FDA.

C.3 QUALITY

The Contractor may be required to establish and maintain a Quality Management System for the proposed effort

with sufficient content to include but not limited to the elements contained in the Code of Federal Regulations Title 21 Part 820.

The Contractor may be required to establish routine internal reviews of the proposed effort with documentation and evidence of the ability to maintain, and adhere to the Code of Federal Regulations Title 21 Part 820.

The Contractor may be required to subcontract for an independent audit of its system quality system adherence, resolve any issues noted by the auditor, and provide the audit findings and resolutions to the Government.

SECTION D. PACKAGING, MARKING, AND SHIPPING

All deliverables required under this Contract shall be packaged, marked and shipped in accordance with Government specifications and Section F. At a minimum, all deliverables shall be marked with the contract number and Contractor name. The Contractor shall guarantee that all required materials shall be delivered in immediate usable and acceptable condition.

Unless otherwise specified by the CO, delivery of reports to be furnished to the Government under this Contract (including invoices) shall be delivered to the CO and COR electronically along with a concurrent email notification to the CO and COR (as defined in Section F.3. Electronic Submission) summarizing the electronic delivery.

SECTION E. INSPECTION AND ACCEPTANCE

E.1. FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

See Section I for a complete list of clauses incorporated by reference.

E.2. DESIGNATION OF GOVERNMENT PERSONNEL

For the purpose of this Section E, the designated COR is the authorized representative of the CO. The COR will assist in resolving technical issues that arise during performance. The COR however is not authorized to change any contract terms or authorize any changes in the Statement of Work, modify or extend the period of performance, or authorize reimbursement of any costs incurred during performance.

E.3. INSPECTION, ACCEPTANCE AND CONTRACT MONITORING

Inspection and acceptance of the product, services, and documentation called for herein shall be accomplished by the CO or a duly authorized representative. Delivery, technical inspection and acceptance will be take place at a location designated by the CO or at:

Office of the Assistant Secretary for Preparedness and Response
Biomedical Advanced Research and Development Authority
O'Neill House Office Building
Washington, DC 20515

At the discretion of the Government and independent of activities conducted by the Contractor, with 48 hours' notice to the Contractor, the Government reserves the right to conduct site visits and inspections related to this Contract on an as needed basis during normal business hours, including collection of product samples and intermediates held at the location of the Contractor, or its subcontractor. All costs reasonably incurred by the Contractor and subcontractor for such visit and/or inspection shall be allowable costs subject to the Allowable cost requirements in FAR Subpart 31.2. The Contractor shall coordinate these visits and shall have the opportunity to accompany the Government on any such visits. Under time-sensitive or critical situations, the Government reserves the right to suspend the 48 hour notice to the Contractor. The areas included under the site visit could include, but are not limited to: security, regulatory and quality systems, manufacturing processes and cGMP/GLP/GCP compliance related to activities funded under this Contract.

If the Government, Contractor, or other party identifies any issues during an audit, the Contractor shall capture the

