oxford•
DIAGNOSTIC LABORATORIES ™

National TB Testing Services

OXFORD DIAGNOSTIC LABORATORIES CUSTOMER AGREEMENT

Collin County, "customer" and Oxford Diagnostic Laboratories "ODL", a division of Oxford Immunotec Inc., have agreed to establish a reference laboratory alliance whereby the customer will be shipping blood specimens from their facility to the ODL site in Marlborough, MA for the T-SPOT®.*TB* test.

PRICING

	Price Per T-SPOT.*TB* Test	Shipping and Handling Per Shipment
List Price	**$120.00**	**$20.00**
Customer Agreement Price	**$50.00**	**$0**

This price will be available for the period of the agreement extending to 9/30/2010.

SHIPMENT OF SPECIMENS

Oxford Diagnostic Laboratories has developed and validated shipping containers that maintain the proper storage temperature requirements for T-SPOT.*TB* test specimens during transportation to its Marlborough facility.

1. ODL agrees to provide shipping containers to the customer at no charge.
2. The customer agrees to use only shipping containers supplied by ODL.
3. The customer agrees that ODL shipping containers will not be used for transportation of specimens to laboratories other than ODL.

SHIPPING INFORMATION

Customer Name: _____ Attention: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____

BILLING

Oxford Diagnostic Laboratories will invoice the customer weekly for the number of T-SPOT.*TB* tests processed along with applicable shipping and handling charges.

BILLING INFORMATION

Customer Name: _____

Billing Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Accounts Payable Contact Person: _____

REPORTING OF TEST RESULTS INFORMATION

Oxford Diagnostic Laboratories will fax T-SPOT.*TB* test results to the laboratory within 48 hours of receiving specimens.

REPORTING OF TEST RESULTS

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____

The Customer understands and agrees that all services are subject to and will only be rendered in accordance with (a) the ODL service brochure and (b) the Terms and Conditions of Service. Copies of these items are attached and the Customer acknowledges receipt of them.

Keith Self
Print Name

Collin County HCF President
Title

Signature

5/25/10
Date

Oxford Diagnostic Laboratories

By: JOHN KELLY
Print Name

OPERATIONS DIRECTOR
Title

Signature

6/1/10
Date

Please fax this agreement to: 1-508-481-4672

Terms and Conditions of Service

These terms and conditions apply to all services (the "Service") performed by Oxford Diagnostic Laboratories, a division of Oxford Immunotec, Inc. ("ODL") for the Customer. Except for the prices included in the Customer Agreement, these terms and conditions constitute the entire contract between the parties with respect to the arrangements for laboratory testing of specimens submitted by the Customer and supersede all prior written and oral agreements, understanding and representations. No additional or different terms in any prior or subsequent purchase order, transmittal document or other Customer document shall be effective regardless of any provision to the contrary therein, unless contained in a writing signed by both ODL and the Customer.

Invoices are due and payable net 30 days in US dollars. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

If ODL is unable or unwilling to perform testing of a specimen, it will advise the Customer as soon as possible. ODL shall not be liable for failure or delay in providing test results to the Customer if such failure or delay is due to shortage of materials, labor difficulties, floods, fires, actions taken or threatened by any governmental agencies, acts of God or other contingencies or acts not within the sole control of ODL.

Test results provided by ODL must be used in conjunction with each individual's epidemiological history, current medical status and results of other diagnostic evaluations.

ODL warrants that it will perform the testing Service in accordance with the ODL Service Brochure. Customer's sole remedy for breach of this warranty will be retesting on a fresh specimen from the patient. The foregoing provision sets forth ODL's sole and exclusive representations, warranties and obligations with respect to the testing Service and ODL makes no other warranty of any kind whatsoever express or implied. ODL specifically disclaims all other express and implied warranties to the fullest extent permitted by law, including any warranty of merchantability or fitness for a particular purpose, whether arising from a statute or otherwise in law, equity or from a course of dealing or usage of trade. ODL's liability arising out of its performance of Service and testing of specimens (whether based upon warranty, contract, tort or otherwise) shall not exceed the actual purchase price for the Service paid by the Customer. In no event shall ODL be liable to the Customer or any third party for any incidental, indirect or consequential damages, including lost profits, lost management or employee time or loss of goodwill.

The failure of ODL to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of any rights hereunder. No amendment shall be valid unless signed by duly authorized representatives of both the Customer and ODL. Any documents or signatures transmitted by facsimile or via portable document format (pdf) shall be treated for all purposes as an original.