

GPO SERVICE AGREEMENT

This GPO Service Agreement (“GPOSA” or “Agreement”) is between Ortho-Clinical Diagnostics, Inc., a New York Corporation doing business at 1001 US Route 202, Raritan, NJ 08869 (the “Company”), and CLINTON HOSPITAL AUTHORITY, an OKLAHOMA state entity doing business at 100 NORTH 30TH ST, CLINTON, OK 73601 (the “Customer”).

The Company and the Customer are parties to a GPO Master Agreement (PP-LA-551, and PREMIER PURCHASING PARTNERS) dated July 1, 2020 (the “GPO Master Agreement”; all defined terms used but not defined in this GPOSA have the meaning given those terms in the GPO Master Agreement). The GPO Master Agreement anticipates the parties entering into one or more Service Agreements describing available Price Concessions.

The parties wish to enter into one such GPOSA with respect to services that as of the Effective Date fall within the services listed in Schedule A, Service Coverage for Equipment (each, a “Service”) is incorporated as part of this GPOSA.

The parties therefore agree as follows:

1. Service and Pricing. This is an Agreement for Company’s provision of Services as defined in Schedule A attached hereto at the prices set forth in the Service Agreement Supplement(s). The pricing set forth in the Service Agreement Supplement includes certain discounts at the time of sale (a “Price Concession”) for Services purchased by the Customer over the term of the GPOSA and is subject to any additional pricing terms as may be outlined in the Additional Terms and Conditions herein. Only Services set forth in the Service Agreement Supplement and purchased under this GPOSA are eligible for Price Concessions. The Company has the right to increase Service pricing each calendar year on the anniversary of the GPOSA.

2. Property Rights. Any ideas, concepts, know-how, or techniques that the Company may develop during the performance of this GPOSA shall be the sole and exclusive property of the Company. The Customer agrees to use reasonable efforts to assist the Company in the registration of any such ideas, concepts, know-how, or techniques upon the Company’s request. The Company shall be responsible for the actual costs and expenses incurred by the Customer in connection with any such registration. Any maintenance materials, tools, documentation, diagnostics and test equipment provided by the Company will remain the exclusive property of the Company.

3. Access to Books and Records. To the extent required by 42 C.F.R. §§ 420.300-304, until the expiration of four years after the expiration or early termination of a Statement of Work, the Company will maintain a copy of this GPOSA and the books, documents and records related to the Services provided under that Statement of Work if the value or cost of the services is \$10,000 or more within a 12-month period. The Company will provide the Comptroller General of the United States, the United States Department of Health and Human Services, and their respective duly authorized representatives, access to the foregoing to the extent required by 42 C.F.R. §§ 420.300-304.

4. Access to Equipment. The Customer will provide the Company, without charge, reasonable working and storage space and utility services at the Customer’s facilities and with access to the Customer’s personnel, files, and equipment as the Company reasonably deems necessary to fulfill the Company’s obligations under this GPOSA.

5. Service Warranty. The Company represents that it will perform the Services in a good and workmanlike manner. Any warranties, whether express or implied, provided by the Company with respect to the equipment are as described in the documentation accompanying that equipment on purchase.

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THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FOREGOING INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Offer Expiration. Until fully executed, this GPOSA constitutes an offer that is valid until September 27, 2024. If there are any changes to this GPOSA or if the Customer does not sign it by that date, then the Company reserves the right to withdraw or modify this offer in its sole discretion. This GPOSA is not valid until all signatures required below have been made.

7. Part of Master Agreement. This GPOSA constitutes part of the GPO Master Agreement and is subject to all its terms and is not valid unless the GPO Master Agreement has been signed by all the parties.

8. GPO Master Agreement. The Customer or Participant is no longer entitled to purchase the Service under the GPO Master Agreement (a "GPO Termination"), forty-five (45) days after the GPO Termination. The Customer or Participant will no longer be entitled to the pricing for the Service set forth in the applicable Service Agreement Product Supplement. At such time and throughout the remainder of the term of this GPOSA, the price of the Service will be the price that the Customer or Participant would be eligible for under a direct agreement and the Company has the right to increase service pricing on or about April 1 of each calendar year by up to 5%.

9. Term and Termination. The term of this GPOSA is _____ years and begins on _____, 20__ (the "Effective Date") and terminates on _____, 20__ (the "End Date"). Either party may terminate this GPOSA at any time by giving 30 days' advance notice to the other party. The Effective Date and the End Date will be determined by the Company based upon price loading requirements. The Company will complete this section upon final execution of this GPOSA. This General Provisions Article, along with any accrued rights and responsibilities, will survive termination or expiration of this GPOSA.

(a) Either party may terminate this GPOSA at any time by giving thirty (30) days' advance notice to the other party. GPOSA cannot be terminated by Customer if Service Coverage is in connection with an Equipment Rental Agreement requiring Customer to maintain service coverage.

(b) If this GPOSA is terminated by the Customer in accordance with subsection (a) above in order to upgrade a piece of Company's equipment, any unused amounts of service coverage (determined by chronological proration) for which the Customer has prepaid will be credited against the price of any new service GPOSA associated with the upgrade equipment purchased by the Customer under the then current service pricing strategies.

(c) If this GPOSA is terminated by the Customer in accordance with subsection (a) above, for any other reason than in (b) above, the Customer will not be provided credit for any unused prepaid amount, and if the Customer has purchased but not completely paid for a multi-year term, the Customer will be invoiced, and the Customer agrees to pay within 60 days of being invoiced, an amount equal to any difference between the amount prepaid by the termination date and the amount still owed to the Company for the remaining multi-year term.

10. Entire Agreement. All exhibits, schedules, attached hereto and referenced herein are made a part of this GPOSA. This GPOSA constitutes the entire agreement between the parties concerning the subject matter of this GPOSA and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this GPOSA. The terms of any purchase order, invoice, or similar document used to implement this GPOSA shall be subject to and shall not modify this GPOSA.

11. How to Obtain Service. Customer can reach Company’s Customer Support Center by calling (800) 421-3311.

12. Billing and Terms of Payment. Commercial billings are in advance and prices will vary dependent upon billing arrangements (multi-year, semi-annual, annual, or quarterly as specified in the attached Service Agreement Product Supplement). All payments are due and payable within thirty (30) days of invoice date, except for renewals, which are due by the renewal date. Customer is liable for the agreed date to annual charge beginning on the contract Effective Date. All overdue amounts will bear interest at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is lower, until all amounts are paid in full.

13. Renewal. Company will provide for renewal, at the prices and terms then in effect, as long as a service agreement is available.

14. Notices. Notices under this GPOSA must be in writing, signed by the sending party, and sent to the address set forth in Paragraph one, by way of one of the following methods: personal delivery; registered or certified mail, in each case return receipt requested and postage prepaid; nationally recognized overnight courier, with all fees prepaid; or facsimile. A notice under this GPOSA is effective upon receipt or refusal of delivery by the other party.

If to Company to the Company address set forth in paragraph one,
Attn: Manager of Contract Management with copy to General Counsel

If to Customer to the Customer address set forth in paragraph one,
Attn: _____

15. Assignment. Customer may not assign or transfer this Agreement, nor move, transfer, or assign the Equipment, without Company’s prior written consent and any attempted assignment, delegation or transfer by Customer without such consent will be void.

16. Warranty of Authority. The Customer represents and warrants to the Company that it is duly authorized to execute this GPOSA and that it has authority to legally bind the Customer to the terms of this GPOSA.

Each party is signing this GPOSA as of the date stated below its signature.

The Company:

The Customer:

ORTHO-CLINICAL DIAGNOSTICS, INC.

CLINTON HOSPITAL AUTHORITY

By: _____
Printed Name:
Title:

By: _____
Printed Name:
Title:

Date: _____

Date: _____

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SCHEDULE A – SERVICE COVERAGE FOR EQUIPMENT

1. Scope of Services. The service coverage specified for each item of equipment set forth in the Service Agreement Product Supplement shall consist of the following:

- (a) Telephone Assistance from the Company's hotline ("ORTHO Hotline"), available seven days per week and twenty-four hours per day.
- (b) When ORTHO Hotline determines that the Customer has a problem that cannot be resolved with telephone assistance a Field Engineer will be dispatched.
- (c) On-Site service performed by Field Engineers during contract coverage hours.
- (d) Recommended PMs on covered equipment. These are periodic maintenance calls performed by Company to clean, test and maintain covered equipment. This includes all labor and parts used during the PM. The number of recommended PM calls per year is model specific and are specified in the Company's Service Manual for each model. These calls will only be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.
- (e) Health and Safety related Modification Kits. This includes all labor and parts used in the installation that are required to implement the modification. These calls will be made between the hours of 8:00am and 5:00pm local time, Monday through Friday, excluding Federal and local holidays.
- (f) Replacement parts. Replacement of all worn-out or defective non-consumable parts ("Replacement Parts") on covered equipment replaced during an on-site service visit will be at no charge. Consumable parts are not covered by this GPOSA and are the responsibility of the Customer. Replacement Parts may be new or reconditioned to perform as new. Parts removed from equipment and replaced, unless previously agreed, shall, at Company's discretion, become the property of Company. All parts replaced at no charge must be returned to Company within thirty (30) days after replacement when the Replacement Part(s) are shipped directly to Customer. The Customer may also order certain replacement, non-consumable parts directly from Company. The cost of standard shipping is included. A charge for Premium shipping (NFO, Next Day) will be billed if this is requested by the Customer. All consumable parts will be charged to Customer.

2. Service Availability.

- (a) The hours during which Company will provide on-site service for each item of covered equipment are as indicated on the Service Agreement Product Supplement of this GPOSA. On-site service provided outside the service hours indicated on the Service Agreement Product Supplement of this GPOSA is not covered. On-site service shall be billed at prevailing labor rates and trip charges based on time of day, day of week and geographic zone.
- (b) Company's on-site response time will vary depending on the geographic zone in which the Customer resides. It is Company's objective to respond to requests for on-site service by the next covered business day.

3. Service Restrictions.

- (a) During the term of this GPOSA, Customer shall be responsible for providing routine maintenance, as specified in the Operator's Manual provided by Company, on all equipment covered hereunder. Failure to follow such routine maintenance procedures may result in service charges to repair the equipment or to otherwise bring the equipment back into compliance with Company' specifications for such equipment or, at Company's discretion, may void all service obligations of Company

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hereunder. Please reference appropriate procedure manual for a detailed list of procedures to be performed.

- (b) Service Coverage. If there are multiple items of equipment at Customer's site that are the same model/type (e.g. two VITROS® 5600 Integrated Analyzers), then in order for any one item of equipment to be eligible for coverage under this GPOSA, all such items on-site must be covered under either a standard warranty, a rental service agreement with Company or a separate service agreement. If there are multiple items of ORTHO VISION™ Analyzers at Customer's site, all such items on-site must be covered under a standard warranty, a rental service agreement with Company OR a separate service agreement.
- (c) Customer agrees that neither it nor its employees or agents will alter or modify any part of the equipment or software, unless such action is expressly authorized in writing by Company. Any modification of or damage to any part of the equipment or software, whether by misuse, negligence, unauthorized repair or relocation, improper site preparation, unauthorized or improper integration with other products, accident, act of nature or otherwise (unless attributable to Company's negligence), may result in service charges to repair the equipment or software or to otherwise bring the equipment back into compliance with Company's specifications for such equipment or software or, at Company's discretion, may void all service obligations of Company hereunder.
- (d) Customer shall notify Company prior to relocating any equipment. Any such relocation made without the express prior written approval of Company shall void all service obligations hereunder. Charges associated with the relocation and setup at a new location are not covered under this GPOSA.
- (e) This GPOSA does not cover the following: circumstances beyond Company's control (such as overriding, bypassing, defeating interlock switches on equipment or devices sold by Company); problems due to failure of Customer to conform to Company site specifications; service or parts for any attachments, accessories, alterations or software not marketed by Company, nor to correct problems resulting from their use; rebuilding or reconditioning of equipment; service issues caused by Customer misuse or abuse; failure to follow Company's operating instructions; supply items.
- (f) The Company will make available technical support, for a period of seven (7) years after sale or end of active production, whichever is less. Our support applies equally to hardware/instruments sold to an end customer, a TPI (Third Party Intermediary), or as a device used as a Company asset.
- (g) ORTHO® Analyzers are designed to minimize footprint in the lab. It is necessary to provide adequate permanent clearance for airflow and operational/ maintenance access on all sides, according to the site specification. Failure to comply may result in void of service obligation and/or additional service charges.
- (h) eConnectivity™ is technology developed to assist in troubleshooting. All eConnectivity-capable analyzers must be eConnected. Failure to comply may result in void of service obligation and/or additional service charges.

Ortho Clinical Diagnostics

PRODUCT SUPPLEMENT: SERVICE AGREEMENT

CUSTOMER INFORMATION			
Group Purchasing Organization:	PREMIER PURCHASING PARTNERS	Agreement Reference:	C000028887
Charge to:		Address:	
Customer Number:	0001489496	Customer Number:	0001489496
Name:	CLINTON HOSPITAL AUTHORITY	Name:	CLINTON HOSPITAL AUTHORITY
Address:	100 NORTH 30TH ST	Address:	100 NORTH 30TH ST
City, State, Zip:	CLINTON OK 73601	City, State, Zip:	CLINTON OK 73601

Purchase Order #: _____

Material Description	Annual Price	Discount	Offer Price	Term Frequency	J #	Service Type	Cont. Start date	Cont. End date
VITROS 5600 System	\$ 27,190.00	\$ 0.00	\$ 27,190.00		J56003817	Contract	10/03/2024	10/02/2025

*Sales, use, or other taxes measured by sales or receipts are not included in these prices

Please select the coverage level and term of your choice: A Service Term Discount is available when committing for 2 or more years *and* agreeing to pay the annual total amount, due within 30 days from date of invoice. The following Service Discounts are available:

Service Level /Analyzer	Ortho Care Single Year service contract	Price per year for a 2 Year service contract	Price per year for a 3 Year service contract	Price per year for a 4 Year service contract	Annual Discount
OrthoCare Basic Service M-F, 8AM-5PM	<input type="checkbox"/> \$27,190.00	<input type="checkbox"/> \$25,690.00	<input type="checkbox"/> \$24,940.00	<input type="checkbox"/> \$24,190.00	\$750.00

Payment Option: _____

Service Agreements are invoiced annually. However, the options to pay semi-annually, quarterly or monthly are available. Please place a checkmark next to your selected payment option.

Options	Selection (✓)
Annual	
Semi-Annual	
Quarterly	
Monthly	

ADDITIONAL TERMS AND CONDITIONS

This GPO Service Agreement will become effective when the entire unaltered signed Terms and Conditions and accompanying PO are received and signed by Ortho Service Sales. PO must indicate Service Agreement number, term of service and J #.

This offer is valid until September 27, 2024. If not returned by this date, Company reserves the right to withdraw or modify this offer at its sole discretion. In addition, Company reserves the right to adjust the Service Agreement's written service coverage effective dates to reflect the date of receipt of a fully signed and executable Service Agreement and Purchase Order. Service coverage would be effective as of the adjusted coverage effective dates. If a signed Service Agreement and/or a Purchase Order are returned late, then the Customer is responsible for all service charges incurred before the implementation of the signed Service Agreement and Purchase Order

Ortho Care Basic option: Ortho Care Basic offers onsite support including labor and travel from M-F, 8am-5pm, excluding holidays; our objective is for service to be scheduled next covered business day. - Silver Option