

EMD Millipore Corporation 400 Summit Drive Burlington, MA 01803

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Remit to: EMD Millipore Corporation 25760 Network Place Chicago, IL 60673-1257

www.emdmillipore.com

Our Ref SC-214701-4.6 May 3, 2024 Expiration Date: July 31, 2024

Mangum Regional Medical Ctr Ms. Tonya Bowen 1 Wickersham Drive Mangum, OK 73554 United States +15807823353

Ms. Bowen,

Thank you for choosing our Milli-Q® Service Plan. At MilliporeSigma we know that in today's demanding laboratory environment, one of the most valuable assets you have is your time. We are committed to helping you focus on your work.

All our Milli-Q® Service Plans will give you access to the following:

- Connection to MyMilli-Q[™] You have the benefit of using MyMilli-Q[™], a digital service that streamlines the care of your Milli-Q® Water Purification Systems and helps you manage your Milli-Q® service plans. From the web portal, you can track your service history, schedule maintenance visits, manage consumable deliveries and renew your contracts. To enable the activation, you simply need to provide the email address of the main user of MyMilli-Q[™] in the dedicated section below.
- Technical Support Hotline In-house support experts are available to diagnose, investigate, solve customer issues and schedule repair visits if/when required. You can reach Technical Service at (888) 645-5478. Please have your serial number ready.
- Genuine MilliporeSigma Parts Only genuine MilliporeSigma parts produced in an ISO® 9001 manufacturing site are used to service your water purification system.
- Expert Maintenance Support Only factory-trained field service engineers repair and maintain water purification systems in compliance with MilliporeSigma's worldwide service operating procedures.

Our service experts identified the following plan as the best product matching your specific service needs:

Total Coverage:

- Unlimited troubleshooting/repair visits during normal business hours (Monday Friday, 8am 5pm).
- All necessary spare parts replaced free of charge.
- The Service Total Plan does not cover consumables such as filtration cartridges, UV Lamps, RO Membranes or EDI Modules.

Preventive Maintenance Visit:

- An annual preventive maintenance visit, including Mechanical, Hydraulic and Electrical checks of your system.
- Comprehensive checkup of system specifications and operational functions.
- Preventive replacement of worn parts using a system-specific maintenance kit.
- Auditable service operating procedures.

Software and Firmware updates.

**In order to receive same month service, your order needs to be submitted to us by the 1st day of the month in which service is needed. To accelerate the PO process, please be sure to fill out the Order Form that is attached to this quotation. Should you require an expedited shipment, a surcharge will be applied for the additional shipping charges.

My contact information is listed below in the closing of this letter. Upon receipt of your purchase order, we will implement your plan immediately to ensure uninterrupted service and coverage.

Should you have any questions or need additional information, please do not hesitate to contact me. Again, we thank you for your continued business.

Sincerely,

Karolina Cermeno Maintenance Contract Specialist MilliporeSigma (978)-715-1798



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Service Agreement Renewal

Year 1 - AFS® 8D - ZAFS08DWW F8DA54287E

	Catalogue Number	Description	Estimated availability if ordered today	Qty	Unit List Price (USD/\$)	Disc (%)	Unit Net Price (USD/\$)	Total Net Price (USD/\$)
1	ZWAF1ESUT0	AFS ESS 8,8D TOTAL™ COVERAGE	Eff 8/1/2024 - 7/31/2025	1	1,730.00	40.00	1038.00	1038.00
2	ZWR0C0V1	RO COVERAGE FLR1 MULTI YEAR CLINICAL	Eff 8/1/2024 - 7/31/2025	1	366.00	40.00	219.60	219.60
3	ZWAF1ESUE0	AFS ESS 8,8D PREVENTIVE MAINTENANCE	Visit 10/2024	1	758.00	40.00	454.80	454.80
4	ZF3000527	MAINTENANCE KIT ESS AFS/LX/RIOS	Ship 9/2024	1	434.00	100.00	0.00	0.00
5	ZWAADADES	DADE AFS DECONTAMINATION	Visit 10/2024	1	493.00	40.00	295.80	295.80
6	CDUFBC001	BIOPAK CLINICAL	Ship 9/2024	1	615.00	100.00	0.00	0.00
7	P90050US	Selective Micro Clean 750A	Ship 9/2024	1	125.00	100.00	0.00	0.00
8	CP2ALLREST	Q-GARD A2 POLISHING CARTRIDGE	Ship 9/2024	2	501.00	40.00	300.60	601.20
9	CDUFBC001	BIOPAK CLINICAL	Ship 9/2024	2	615.00	40.00	369.00	738.00
10	CPAFSARKT	Milex + Tubing for Aeration Pump	Ship 9/2024	2	138.00	40.00	82.80	165.60
11	PR0G0T0S2	PROGARD TS2	Ship 9/2024	2	715.00	40.00	429.00	858.00
12	ZWAAZONE3	TRAVEL ZONE 3	Visit 10/2024	1	1,010.00	40.00	606.00	606.00
13	ZLXUVLPL1	UV LAMP FOR TANKASM/RIOS/ELIX-L	Ship 9/2024	1	421.00	40.00	252.60	252.60
14	ZFREIGHT	Freight charges	Ship 9/2024	1	69.90		69.90	69.90
						Total(USD/\$)		5,299.50
					Year 1 - Sub Total(USD/\$)			5,299.50
					Gran	Grand Total(USD/\$)		

Effective Dates 08/01/2024-07/31/2025 Quote Expires 07/31/2024



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Order Form This form may be used in lieu of a hard copy Purchase Order, if the order total is under \$10,000. **Ship to Address (Required):** Bill to Address (Required): Purchase Order Number (Required)*: Purchase Order Dollar Value (Required)**: *For credit card orders, please enter your name and a phone number in which to reach you. Customer Service will contact you upon entry to collect your credit card information. **Please enter the total amount of your agreement, including any optional items, you wish to purchase in this field. Orders over \$10k will require a hardcopy purchase order. Please place a check next to your preferred invoice method (Required): Pay As You Go (invoices are issued as product ships or service is rendered) __Prepaid (one invoice for the total amount of the agreement is issued upfront) MilliporeSigma Shipping Terms are Prepaid & Added MilliporeSigma FOB Terms are FOB Shipping Point Payment Terms are Net 30 Initial here to accept: _____ You may email or fax the completed form to NAOperations@Milliporesigma.com or 978-715-1561.

To enable the activation of MyMilli-Q™, please provide the name (first and last), email, and phone number of the person who will be the main user of MyMilli-Q™. Upon activation, this person will receive an email to activate

Contact Name: ____

MyMilli-Q™ Activation:

MyMilli-Q™.

Phone Number:							
Please note that access to MyMilli-Q™ will require acceptance of additional Terms and Conditions that will be shown during the account creation process.							
□ Check this box if you do NOT want to benefit from MyMilli-Q™.							

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability
1. Applicability
1. These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between EMID Milliproc Corporation or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Forducts") and services ("Services") indicated on Sales Documents. "Sales Documents means any document, print or digital, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowing of certain Products and for Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms. Products and Services may be subject to additional terms ("Supplemental Terms") not contained the services may be subject to additional terms ("Supplemental Terms") not contained the rein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request. 1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfill Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance
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3. Delivery or consent of the services or consent or consent. Modification or cancellation or consent or consent or consent. Modification or cancellation and representation

added to its involus to Purchaser, and (iii) title to Products (excluding any Software) shall pass to Purchaser upon their arrival at the destination.

2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Purchasers order.

2.4 With respect to certain Products, Seller reserves the right to (a) require the purchase of entire lots; and (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Sellers' affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorized by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, it applicable. If Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, it applicable. If all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorizations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate.

3. 1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labeling ("Use Documents), and (b) properly test, use, manufacture and market Products and or materials produced device, cosmition, or products and products are not tested for safety and efficacy in food, drug, medical device, cosmetic, or constraining any necess

4.1 Purchaser shall inspect Products no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period, furnishing evidence or other documentation if required. "Nonconforming Products" means only those delivered Products, or quantity thereof, which are different than identified in the Order Confirmation.
4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with Conforming Products or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products.
4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.

4.3 Any returns, if authorized, shall be handled in accordance with Section 8 below.
5. Price and Payment
5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.
5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.
5.3 Purchaser shall be responsible than a such as the price of the specified bank account or as otherwise instructed.

5.3 Fluctidates statin up a minrococcumination of the content of t

payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

6. Software and Use Documents License Terms.

6.1 If any software or Use Documents are provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services (Software), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grains Purchaser the right and license to use the copy of the Software and the Use documents as provided by Seller.

7.2 Seller grains Purchaser the right and license to use the copy of the Software and the Use documents as provided by Seller.

7.4 The license rights grained herein may not be transferred to another party unless such party agrees in writing to comply with these from such Products or Services.

8.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and little to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party software is subject to, and it will comply with, the terms of any applicable third-party software is subject to, and it will comply with, the terms of any applicable third-party software is subject to, and it will comply with, the terms of any applicable third-party other shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly

suggestions by Seller regarding use, selection, application or suitability of Products shall not be construed as an express or implied warrantly.

7.5 The limited warrantles set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unsurhorized installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of normal wear and lear or lack of proper maintenance, or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

If the obligation is the product of th

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3. Seller shall, in its sole discretion (a) with respect to Products or Software; either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace. Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such screens at the pror rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any

breach of its warranty.

8. Returns
Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at
Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may b
subject to a restocking charge. Certain Products (e.g., diagnostic reagents; refrigerated or frozen products; custom Products or
special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptanc
at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and
unaltered in form and content.

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9. Limitation of Liability and Indemnification.

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9. In the season of Liability and Indemnification of Liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. It sellers performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liabile for any costs, charges, or losses sustained or incurrence of the purchaser or subcontractors and indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expresse (including attempts) tested of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser; its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein. Seller shall not indemnify on he liable to Purchaser or automage of activities.

arising from the negligence, recklessness or misconiusua or revisions, as a mission of the properties of subconfractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the license of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kin, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, cowntime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compilance with Laws

Infiniting the provisions regulations and the composition of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws
Purchaser shall comply with applicable laws, regulations and ordinances, including but not limited to those pertaining to the Purchaser shall comply with applicable laws, regulations and ordinances, including but not limited to those pertaining to the following export control, pharmaceutical, contents and to preparations, electrical or electronic wasts, introduction or production for the production of t

12. Confidential Information
All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Selier to Purchaser, whether disclosed or or orders design in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filling any patent applications disclosing or based on such confidential information, unless authorized in advance in writing by Selier. Upon request, Purchaser shall promptly return or destroy all documents and other apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.
13. Force Maleure

Purchaser on a non-confidential basis from a third party.

13. Force Maleure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or roit: epidemic or pandemic (e.g., COVID-19) destruction of facilities or materials; fire or exposion; labor disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labor, equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will reasonable efforts to remedy, one, or mittage such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will prombly recommence.

will promptly recommence.

14. Miscellaneous

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

1.4.4 No Thirt-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

1.4.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates, products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates, accordance with the laws of Massachusest without giving effect to a chord or comment of a way provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in Boston, Massachusetts, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or called any of the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mall to the other party at its registered office or principed place of business or such other address as indicated by the receiving party.

1.4.5 Deverability. If any term or provision of the Agreement is invalid, illegallity, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforc