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Account No.	140048
Account Name	Natividad Medical Center

ALCOR® ESR ANALYZER SERVICE AGREEMENT

This Service Agreement ("Agreement") is made between ALCOR Scientific Inc. ("Company") and Natividad Medical Center ("**Customer**") for the Services defined below accordance with ALCOR Scientific Inc. standard Terms and Conditions of Sale.

Services. (a) During the term of this Service Agreement the Company will provide maintenance services for the equipment identified below. As part of such services, the Company will repair or replace in accordance with the terms and conditions of this agreement, any part or part(s) deemed unserviceable as a result of normal usage. The Company reserves the right to use new or refurbished parts to service the equipment. Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of the Company. (b) Exclusions to the services provided by the Company under this Agreement are as follows: (i) Repairs resulting from damage, alteration or misuse; (ii) Repairs made necessary by service performed by persons other than authorized service representatives; (iii) Service work which the Customer requests to be performed outside of regular Company business hours; (iv) Consumable supplies such as paper; (v) Repairs and/or service work resulting from attached components not purchased from the Company; (vi) Any software system or interface support; (vii) Parts no longer available from the original manufacturer; (viii) Damage to equipment or parts arising from natural disaster, conflict of any kind or acts of war. Additionally, service necessitated as a result of inadequate maintenance, or use of inadequate or incompatible supplies or consumables may result in service being rendered and billed on a time-and-material basis. For the avoidance of doubt, Customer shall be responsible for all costs incurred, including labor, for any service to the equipment not covered by this Agreement.

Location of Equipment. This Agreement is for the equipment at the location(s) specified below. Customer is prohibited from transferring equipment to other location(s) without the prior written consent of Company. Company reserves the right to terminate this Agreement for any unauthorized transfer of equipment to a location not covered under this agreement.

On-Site Service. This Agreement does not include on-site service.

Term. This Agreement shall become effective upon receipt of the signed Agreement. Company reserves the right to cancel this Agreement or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

Service Charges. Customer will be billed by Company upon receipt of signed Agreement for the Services covered under this Agreement. Service Charges, resulting from services required beyond those covered by this Agreement, will be payable by the Customer in accordance with the terms set forth on the applicable invoice. Customer acknowledges and agrees that: (i) alterations, attachments or use by customer of sub-standard supplies that cause excessive service work may result in additional service charges. Charges resulting from automatic renewal may be adjusted in accordance to Company prevailing rates.

Default. If Customer does not pay all Service Charges or charges owed under this Agreement or any other balance owed to the Company, promptly and when due, Company reserves the right to refuse service of the equipment until such default is cured. Company reserves the right in its sole discretion to require prepayment from any Customer at any time and may refuse to provide service to sell and/or withhold further shipments until all overdue balances are made current. Customer shall be liable for and shall reimburse Company for all costs and expenses it may incur in connection with collection of any amounts owed to Company or enforcement of its rights, including without limitation, reasonable attorneys' fees and expenses, court costs, and costs of collection agencies.

Shipping Charges. Customer is responsible for all shipping charges and liabilities associated with the return, repair or replacement of equipment or parts covered under this Agreement.

Equipment Covered Under This Agreement	
Model:	112-00101 iSED ESR Analyzer
Serial Number(s):	00141
Location: (if multiple please attach)	Coverage: 6/15/2024-6/14/2025 1 YR @\$1,780

It is understood that the individual signing below has the authority to accept the terms of this Agreement on behalf of the Customer.

ALCOR SCIENTIFIC INC.

CUSTOMER

Marc Tortolani

Authorized Signature

Authorized Signature

Marc Tortolani

Print Name & Title

Print Name & Title

Indemnification. Company shall indemnify, defend, and hold harmless Customer (hereinafter "County"), its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Company and/or its agents, employees or sub-contractors, excepting only loss, injury or damage, caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Company shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Company is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance.

Evidence of Coverage:

Prior to commencement of this Agreement, the Company shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMC's Contracts/Purchasing Director.

Insurance Coverage Requirements: Without limiting Contractor's duty to indemnify, Company shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers' Compensation Insurance, If Company employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the Company shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Company completes its performance of services under this Agreement.

Each liability policy shall provide that NMC shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Company and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. The required endorsement from for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement from for Automobile Additional Insured Endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by Customer, Company shall file certificates of insurance with Customer's Contracts/Purchasing Department, showing that the Company has in effect the insurance required by this Agreement. The Company shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

Company shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by NMC, annual certificates to Company's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Customer shall notify Company and Company shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Company to maintain such insurance is a default of this Agreement, which entitles Company, at its sole discretion, to terminate the Agreement immediately.

DocuSigned by:

Patricia Ruiz

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DocuSigned by:

Stacy Saitta

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