AMENDMENT NO. 4 TO THE RAL SOFTWARE SYSTEM LICENSE AND SUPPORT MASTER AGREEMENT BETWEEN ABBOTT RAPID DIAGNOSTICS INFORMATICS, INC. AND THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER FOR RALS SOFTWARE SYSTEM AND ASSOCIATED COMPONENTS AND AL DEVICE MODULE <u>SOFTWARE</u>

This Amendment No. 4 to the RAL Software System License and Support Master Agreement ("Agreement") which was effective on May 15, 2016 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Abbott Rapid Diagnostics Informatics, Inc. ("ARDx Informatics"); From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and ARDx Informatics are referred to as the "Parties" to this Agreement, with respect to the following:

RECITALS

WHEREAS, the Agreement was executed with Alere Informatics, Inc. to provide access to the RALS software system with a term May 15, 2016 through May 14, 2017 and a total Agreement amount not to exceed \$12,025; and

WHEREAS, the Parties amended the Agreement via Amendment No. 1 on May 26, 2017 to extend the term for an additional five (5) year period effective May 14, 2017 through May 13, 2022 for a revised term of Agreement (May 15, 2016 through May 13, 2022) to allow for services to continue with revisions to the scope of work attached hereto as "Exhibit A-2 per Amendment No. 1" to include the Nova Glucose Module software conversation and maintenance support, with an increase of \$61,204.50 for a revised total Agreement amount not to exceed \$73,229.50; and

WHEREAS, the Parties amended the Agreement via Amendment No. 2 on April 25, 2019 to add services to the existing scope which shall include addition of the Hemo Cue DM HB Module hereto attached as "Exhibit A-3", Abbott Point of Care Inc., i-STAT Module hereto attached as "Exhibit A-4", Siemens Healthineers Clinitek Status Connect Module hereto attached as "Exhibit A-5" and Nova StatSensor CREAT (Creatine) module hereto attached as "Exhibit A-6" all attached hereto this Amendment No. 2, with a \$191,472.50 increase for a revised total Agreement amount not to exceed \$264,702; and

WHEREAS, Alere Informatics, Inc. had a legal name change on October 1, 2019 to Abbott Rapid Diagnostics Informatics, Inc.; and

WHEREAS, the Agreement expired on May 13, 2022; and

WHEREAS, the Parties renewed and amended the Agreement via Renewal and Amendment No. 3 on the same terms to extend the term through April 24, 2024 for a revised term of Agreement (May 15, 2016 through April 24, 2024) to allow for services to continue with revisions to the scope of work attached hereto as "Exhibit A-7" per Renewal and Amendment No. 3 attached hereto this Renewal and Amendment No. 3 with a term effective May 14, 2022 through April 24, 2024, with a \$35,514 increase for a revised total Agreement amount not to exceed \$300,216; and

WHEREAS, the Parties currently wish to amend the Agreement via Amendment No. 4 to extend the term an additional five (5) year period through April 24, 2029 for a revised term of Agreement (May 15, 2016 through April 24, 2029) to allow for services to continue with revisions to the scope of work to include the extension of StatStrip GLU (Glucose) Module, iSTAT Module, HemoCue Status Connect Module, and Clinitek Status Connect Module attached hereto as "EXHIBIT A-8: revised scope of services/ payment provisions as per Amendment No. 4" with a \$300,000 increase for a revised total Agreement amount not to exceed \$600,216.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, and Renewal and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

- 1. <u>Paragraph 4 titled</u>, "TERM" shall be amended to the following: "The term of this Agreement is from May 15, 2016 through April 24, 2029 unless sooner terminated pursuant to the terms of this Agreement. The Agreement term may be extended by both parties via an Amendment to this Agreement signed by both Parties."
- Paragraph 5 titled, "Payments" shall be amended to the following: "In consideration for the licenses granted hereunder, COUNTY shall pay ARDx Informatics the fees set forth in Exhibit A-8 per Amendment No. 4 attached hereto this Amendment No. 4. The total amount payable by COUNTY to ARDx Informatics under this Agreement shall not exceed the sum of \$600,216.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2 and Renewal and Amendment No. 3.
- 4. A copy of this Amendment No. 4 shall be attached to the Agreement.
- 5. This Amendment No. 4 shall be effective when signed by both Parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of CONTRACTOR NATIVIDAD MEDICAL CENTER By: __ Abbott Rapid Diagnostics Informatics, Inc. Charles R. Harris, CEO **CONTRACTOR's Business Name** ***See instructions below*** DocuSigned by: Date: Michael Kulpa Bv: 47CC7A9D92274FC (Signature of: Chair, President, or Vice-President) Michael Kulpa **APPROVED AS TO LEGAL PROVISIONS** National Sales Director DocuSigned by: Name and Title Stacy Saetta By: Monterev County Deputy County Counsel Date: 2/5/2024 Date: 2/27/2024 | 10:26 PM PST DocuSigned by: Jessica Bishop By: -F01BD0D5955247A. (Signature of: Secretary, Asst. Secretary, CFO, APPROVED AS TO FISCAL PROVISIONS Treasurer, or Asst. Treasurer) DocuSigned by: Jessica Bishop Patricia Ruiz By: Senior Financial Analyst Monterey County Deputy Auditor/Controller Name and Title Date: 2/28/2024 | 8:02 AM PST Date: 2/5/2024 ***Instructions***

If CONTRACTOR is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If CONTRACTOR is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).

EXHIBIT A-8: revised scope of services/ payment provisions as per Amendment No. 4

License Agreement

This License Agreement ("License Agreement") incorporates, by reference, the applicable terms and conditions in the RALS™ Software System and Support Master Agreement ("Master Agreement") dated <u>15th of May, 2016</u>, between Abbott Rapid Diagnostics Informatics, Inc. ("ARDx Informatics" formerly known as Alere Informatics, Inc.), and <u>County of Monterey, on behalf of Natividad Medical Center</u> ("Customer"). All references to "Al" and "Alere Informatics, Inc." shall be replaced with "ARDx Informatics" and "Abbott Rapid Diagnostics Informatics, Inc." respectively.

Term: This License Agreement shall commence upon the Effective Date of <u>April 25, 2024</u> and continue until <u>April 24, 2029</u>.

Internal Server Number: RCS-0811

Authorized Site: Natividad Medical Center, Salinas, CA.

Attachments	ARDx Informatics Quote Number	Licensed Software Module	Total No. of Meters	License Total
"Exhibit A-8 page 3: StatStrip® GLU (Glucose) Module"	521-010501-024 A	StatStrip® GLU (Glucose) Module	79	\$89,316.00
"Exhibit A-8 page 4: i-STAT® Module"	521-010502-024 A	i-STAT® Module	6	\$52,002.00
"Exhibit A-8 page 5: Clinitek Status® Connect Module"	521-010504-024 A	Clinitek Status® Connect Module	6	\$52,132.50
"Exhibit A-8 page 6: HemoCue® 201 DM HB Module"	521-010503-024 A	HemoCue® 201 DM HB Module	6	\$66,375.00

Payment Schedule:

Purchase Order is due within thirty (30 days) upon execution of Agreement. Payment due within thirty (30) days of the County Auditor-Controller receiving the certified invoice. The payment schedule for each Licensed Software Module shall be in accordance to the quotes, as attached and incorporated herein.

Following the License Agreement Term, this license may be renewed upon mutual agreement, in writing, signed by both parties subject to ARDx Informatics's then current product pricing; provided, however, that either party may decline to renew such license pursuant to Section 12 "Default and Termination" of the Master Agreement.

Notwithstanding the foregoing, any additional meters to the existing License Software Module referenced above ("Additional Meters") shall be deemed incorporated into this exhibit until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for costs associated with the Additional Meters.

Customer understands and acknowledges that the RALS platform licensed under the Master Agreement is hereby bundled with i-STAT DE software (the "i-STAT Software"), which AI has the right to sublicense to Customer. The following terms and conditions apply to this sublicense: (i) Customer is granted a non-exclusive, non-transferable license to use the i-STAT Software for its own internal business purposes only; (ii) Customer may only use the i-STAT Software as bundled with the RALS platform to extract data on a read-only basis; (iii) Customer is prohibited from using the i-STAT Software for application development, modification, or customization, or for running programs other than the AI software (iv) Customer's use of the i-STAT Software is restricted to the Authorized Sites included hereunder; and (v) Customer is prohibited from sublicensing, timesharing and/or rental of the i-STAT Software; (vii) i-STAT retains all title to and all intellectual property rights associated with the i-STAT Software; (vii) Customer may not copy the i-STAT Software except for inactive backup and archival purposes only, which copies shall contain all proprietary

notices or legends included in the i-STAT Software; (viii) i-STAT Software is sublicensed "AS IS," AND ALL WARRANTIES WITH RESPECT TO THE I-STAT SOFTWARE, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED; (ix) Neither AI nor i-STAT shall be responsible for any indirect, incidental, special or consequential damages, even if they have been advised of the possibility of such damages; (x) Only object code versions of the i-STAT Software are sublicensed hereunder and reverse engineering, disassembly, or decompilation to derive source code is prohibited; (xi) Customer agrees to comply with all export and re-export provisions and regulations imposed by the government of the United States; (xii) Customer agrees to observe the same degree of confidentiality as prescribed in the Master Agreement with respect to the i-STAT Software; (xiii) Provisions of the Master Agreement apply to any termination of this sublicense, which shall be terminated automatically in the event of the termination of the license of the RALS platform; and (xiv) For the purposes of remote system support, Customer acknowledges that Abbott Point of Care Inc. ("APOC"), may be required to provide remote system support of the RALS STS, and thereby grants APOC such remote system access.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by duly authorized representatives effective as of the License Agreement Term Effective Date.

2/5/2024

2/5/2024

Abbott Rapid Diagnostics Informatics, Inc.

EDIBDOD5955247A

Senior Financial Analyst

DocuSigned by:

Jessica Bishop

—DocuSigned by: Millarl Eulpa

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Customer: County of Monterey, on behalf of Natividad Medical Center

Ву:	_
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Name/Title:

By:

By:

Michael Kulpa National Sales Director

> Docusigned by: Stary Sautta Stary Sautta Stary Sautta

Date:

Chief Deputy County Counsel. 2/27/2024 | 10:26 PM PST

—DocuSigned by: *Patricia Ruiy* Patricia Ruiz

Auditor Controller Analyst I 2/28/2024 | 8:02 AM PST

	Diagnostics Infor	matics, Inc.				www.rals.com
RALS™					2000 Holio	day Drive, Suite 500, Charlottesville, VA 2290
Connectivity w	/ithout Limits™					General Information: 1.888.971.7953
						Customer Support: 1.877.627.725
					Fax: 866-53	33-9071 Email: InformaticsSales@abbott.com
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RCS #:	RCS-0811		AI Contract #:	00009768	Rep:	Kristen Bunch
LIS Vendor:			Project Start Date:		Fax #:	866-533-9071
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RALS-Web3 Browser Based Remote Access # Hospitals Using Web: 1 Incl. With Module Results Interface LIS HL7 Un-Solicited Results *** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) (1) HL7 LIS INTFINCL With Module ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) *** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) \$11,556.00 LICENSE TERM COST AND DISCOUNTS \$57,780.00 Less: 10% Discount for 5- year. Annualized Pay Y \$57,780.00 *** Total Annual License Cost Basis: \$11,556.00 Y \$52,002.00 ************************************			Cost pe	r Meter Connection Fee	\$226.00	6	\$1,356.00		
RALS-Web3 Browser Based Remote Access # Hospitals Using Web: 1 Incl. With Module Results Interface LIS HL7 Un-Solicited Results *** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) (1) HL7 LIS INTFINCL With Module ** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) *** Additional LIS and ADT Interfaces at extra cost (i.e. solicited vs. unsolicited results) \$11,556.00 LICENSE TERM COST AND DISCOUNTS \$57,780.00 Less: 10% Discount for 5- year. Annualized Pay Y \$57,780.00 *** Total Annual License Cost Basis: \$11,556.00 Y \$52,002.00 ************************************									
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The above offering of products, services and prices will remain in effect until: December 31, 2024	foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement. until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services.								
			The abov	ve offering of products. s	ervices and prices wi	Il remain in effect until:	December 31, 2024		
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Fax: 866-533-9071 Email: InformaticsSales@abbott.com								
		edical Center as, CA						
		nformation						
Product: RALS-Web3	Quote #:	521-010504-024 A	Date:	February 2, 2024				
Customer # A#-00001800	Opportunity #:	O-060419 39620	Informatics Account Manager:	Mike McNamara				
RCS #: RCS-0811	AI Contract #:	00010669	Regional Account Rep:	Kristen Bunch				
LIS Vendor:	Project Start Date:		Fax #:	866-533-9071				
VHOST Required:	Project Go Live Date:		Email:	InformaticsSales@abbott.com				
License Terr	m Years: 5.00		Effective/Expire Date:	4/25/2024-4/24/2029				
	MODULE	CHARGE						
	e charge, if all 3 facilities are implemented within 9 nt verification) **each additional facility add after							
Device			QTY	Base Annual License Fee				
Clinitek Status® Connect Module			1	\$9,383.00				
Meters / Instruments / Analyzers:								
	Cost per Meter Connection Fee	\$367.00	6	\$2,202.00				
System Support Model			Y	incl. With Module				
RALS-Web3 Browser Based Remote Access # Hospitals Using Web:		1]	Incl. With Module				
Results Interface			1					
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			terfacing SUB-TOTAL:	\$11,585.00				
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Total Annual License Cos			License Term Years:	5				
License Total (entire term, before discounts):				\$57,925.00				
Less: 10% Discount for 5+ year Annualized Pay		Y		-\$5,792.50				
*This quote is valid for work performed during n			term after discounts): PM eastern time exclud	\$52,132.50 Sing holidays Additional fees apply for				
This quote is valid for work performed during it		utside these hours.	r m eastern time, exclud	ing nondays. Additional rees apply for				
	Total Contract An	nount for License/Imp	plementation/Training*	\$52,132.50				
* Plus Applicable Sales Tax (if non-applicable please submit Exemption Cert)								
Annual Part d Decements Delta delta								
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			plementation/Training*	\$52,132.50				
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						Customer Support: 1.877.627.7257
-					Fax: 866-53	33-9071 Email: InformaticsSales@abbott.com
				edical Center		
				as, CA nformation		
Product:	RALS-Web3		Quote #:	521-010503-024 A	Date:	February 2, 2024
					Informatics Account	
Customer #	A#-00001800		Opportunity #:	O-060419 39623	Manager:	Mike McNamara
RCS #:	RCS-0811		AI Contract #:	00010668	Regional Account Rep:	Kristen Bunch
LIS Vendor:	100-0011		Project Start Date:	00010000	Fax #:	866-533-9071
VHOST Required:			Project Go Live Date:		Email:	InformaticsSales@abbott.com
	Licen	se Term Years:	5.00		Effective/Expire Date:	4/25/2024-4/24/2029
			MODULI	E CHARGE	•	
			3 facilities are implemented within) **each additio nal facility add afte	90 days of the first facility go		
	Davias				OTY	Deep Annual Lisense Fee
11	<u>Device</u>				<u>QTY</u>	Base Annual License Fee
HemoCue® 201 DN		_			1	\$12,500.00
Meters / Instrumen	nts / Analyzers:	•				
		Costpe	er Meter Connection Fee	\$375.00	6	\$2,250.00
System Support M	odel				Y	incl. With Module
	ser Based Remote Acco				1	
# Hospitals Using		855		1]	Incl. With Module
Results Interface					-	
LIS HL7 Un-Solici	ted Results			1	J	(1) HL7 LIS INTF Incl. With Module*
			INTF Incl. With Module if c	•	•	
		** Additional LIS	and ADT Interfaces at extr	a cost (i.e. solicited v	s. unsolicited results)	
				-	nterfacing SUB-TOTAL:	\$14,750.00
	Total Annual Licen	co Cost Pasis	LICENSE TERM CC \$14,750	ST AND DISCOUNTS	License Term Years:	<u> </u>
l icense Total <i>(enti</i>	re term, before discou		\$14,75C		License term tears:	\$ \$73,750.00
	nt for 5+ year Annualize	,		Y	1	-\$7,375.00
	,,	,	LIC	CENSE TOTAL (entire	term after discounts):	\$66,375.00
*This quote is vali	d for work performed d	uring normal bus			7PM eastern time, exclud	ling holidays. Additional fees apply for
			•	outside these hours.		
		* 04 4			plementation/Training*	\$66,375.00
		" Plus Applic	able Sales Tax (if non-ap	plicable please subr	hit Exemption Cert)	
Annualized Payments Schedule						
			Year	Payor		Due:
			One	Customer Pay		\$13,275.00
		ļ	Two	Customer Pay		\$13,275.00
		-	Three	Customer Pay Customer Pay		\$13,275.00
		ŀ	Four Five	Customer Pay		\$13,275.00 \$13,275.00
Total Contract Amount for License/Implementation/Training* \$66,375.00						
The supply of RALS for use by Customer is governed by the terms and conditions of the RALS Software System and Support Master Agreement. Notwithstanding the foregoing, additional meters, LIS and/or ADT upgrades, additional interface services, and any services as defined in the Master Agreement to the existing License Software Module referenced above ("Additional Services") shall be deemed incorporated into the RALS Software System and Support Master Agreement. until the License Agreement Term End Date. For the sake of clarity, Customer acknowledges and agrees that it shall pay ARDx Informatics for any costs associated with the Additional Services. Please make all purchase orders out to Abbott Rapid Diagnostics Informatics, Inc. Thank you.						
		The abo	ve offering of products, s	ervices and prices w	ill remain in effect until:	December 31, 2024