

**PARTICIPATING ADDENDUM TO THE
NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION
LABORATORY EQUIPMENT AND SUPPLIES
CONTRACT NO. 4400032234**

This participating addendum for laboratory equipment and supplies is between the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of General Services (“DGS”), with its principal offices located at 414 North Office Building, Harrisburg, PA 17120, and **Fisher Scientific Company, LLC** (“Contractor”), with its principal offices located at 300 Industry Drive, Pittsburgh, PA 15275, pursuant to the Laboratory Equipment and Supplies Contract No. **MA2024001** (Master Agreement) between and the Contractor and the **State of Idaho** on behalf of the **NASPO Valuepoint Cooperative Purchasing Organization**.

The Commonwealth is entering into this participating addendum to procure laboratory equipment and supplies from the Contractor under the Master Agreement. DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

The parties, intending to be legally bound, agree as follows:

1. **Order of Precedence.** This participating addendum is comprised of the following documents, which are listed in the order of precedence:
 - a. this participating addendum;
 - b. the Final Negotiated Contract Terms and Conditions, set forth in Exhibit A.
 - c. The Master Agreement, set forth in Exhibit B.
2. **Effective Date and Term.** This participating addendum shall become effective on the date the Commonwealth sends the fully executed and approved participating addendum to the Contractor (“Effective Date”). This participating addendum shall terminate or expire upon the earlier of (a) expiration or termination of the Master Agreement, or (b) termination of this participating addendum in accordance with its terms. If the Master Agreement is renewed or extended, this participating addendum shall automatically renew or extend for a term consistent with the term of the Master Agreement.
3. **Scope.** The following products and services are provided to the Commonwealth under separate contracts and shall not be provided through this participating addendum: gloves; janitorial supplies; and parts and equipment for maintenance, repair, and operations (MRO).
4. **Master Agreement Terms.** Except as set forth in this participating addendum, DGS and Contractor shall be bound by the terms and conditions as stated in the Exhibit B – Master Agreement.

5. **Participating Addendum Terms.** DGS and Contractor shall be bound by the Final Negotiated Contract Terms and Conditions set forth Exhibit A.

6. **Software Requirements – Commonwealth.**

a. Definitions.

- i. Software means any combination of instructions, data or programs used to operate any computer system, hardware device, or equipment. This includes, but is not limited to, system software, firmware, application software, cloud software, and software as a service, regardless of where or how it is installed or executed.

b. Contractor Owned Software.

- i. If the Contractor provides equipment that requires Software for its use or the Software is integrated into the equipment, and the Software is the property of the Contractor, the Contractor grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the Software including any updates, modifications, and upgrades to such Software as necessary to meet the requirements of the contract, including the rights to reproduce, distribute, publicly perform, display and create derivative works. This license is granted so long as the Commonwealth has the equipment, to an extent necessary to meet the requirements under this contract, and without further terms or conditions.

c. Third-Party Software.

- i. The Contractor may not offer equipment which requires third-party owned commercially available Software for its use, unless:
 1. the Contractor: obtains a Software license from the Software publisher; providing the Commonwealth with a non-exclusive, fully-paid up, worldwide sublicense to use the Software and any updates, modifications, and upgrades to the Software so long as the Commonwealth has the equipment for the operation of the equipment in which it was delivered; warrants that the Commonwealth's use of the Software will not be in violation or infringe any intellectual property rights of any person or entity; and indemnifies the

Commonwealth against any third party intellectual property claim that may arise as a result of the Commonwealth's use of the Software pursuant to the license; or

2. the Commonwealth has entered into an appropriate Software license agreement for use of the Software with the software publisher.

- a. If use of any Software requires the Commonwealth to enter into a separate Software license agreement with a Software publisher other than the Contractor, the Contractor must inform any such Software publisher that the publisher must enter into mutually acceptable Software license agreement with the Commonwealth. The Contractor shall reasonably assist the Commonwealth in its efforts to reach such an agreement with the Software publisher.

- d. The Contractor may not require the Commonwealth or any user of the equipment or services acquired within the scope of this contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with the equipment, including any Software, or services, unless the Commonwealth has executed such terms in writing in advance under this contract, including all Commonwealth signatures as required by law, and the terms are consistent with this contract. Further, changes to terms of this contract may be accomplished only by processes set out in this contract. Other terms and conditions, including, but not limited to, third party or "flow down" terms and conditions, or any other additional terms and conditions included or referenced in the Contractor's website, quotations, invoices, business forms, click-through agreements, or other documentation including any Software terms will not become part of the parties' agreement and will be disregarded by the parties, unenforceable, and not binding on the Commonwealth.

7. **Software Requirements – COSTARS.**

- a. **Embedded Software Licenses.** Any software included in the Supplies at the time of delivery (the "Embedded Software"), which includes any subsequent updates, patches or fixes, is licensed as part of the Supplies and not sold separately. Contractor hereby grants to the COSTARS Member a non-exclusive, royalty-free, fully-paid, perpetual license to use the Embedded Software only in the operation of the Supply in which it was delivered. The COSTARS Member shall not be required to accept and

comply with any additional license agreement or terms (including, but not limited to any clickthrough, open source or freeware terms) for any Embedded Software, except as set forth in subsection b below.

- b. **Commercially Available Software Licenses.** The Contractor may not offer Supplies which require commercially available software, which includes freeware and open-source software, for its use, unless and until the COSTARS Member has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that the software licensor must enter into a software license agreement with the COSTARS Member with terms that are acceptable to the COSTARS Member.
 - c. **Clickthrough License Terms.** No license terms and conditions (including, but not limited to, any terms of service, end user licenses agreements) shall be binding or controlling and the terms and conditions of this contract or any fully executed software license agreement shall govern any licenses provided for Commercially Available or Embedded Software. Any clickthrough terms and conditions that are included with any such software provided with the Supplies are null and void and not binding on the COSTARS Member.
8. **Encompass Procurement Services Program.** Contractor shall allow the Commonwealth to utilize the services of its Encompass Procurement Services program, referred to as Band 1 in the Master Agreement, for third-party purchases of laboratory equipment and supplies not available through the Contractor's core product offering.
9. **Quarterly Administrative Fee.** Contractor shall pay to DGS a quarterly administrative fee equal to 2% of the total sales on this contract. The quarterly sales total to be used to determine this administrative fee shall be based the total amount invoiced by the Contractor for all orders placed through this contract during the applicable quarter, defined as April 1 through June 30, July 1 through September 30, October 1 through December 31, and January 1 through March 31. Payment of the administrative fee shall be due 30 days after the conclusion of each quarter. The administrative fee shall not be included as an adjustment to the Master Agreement Pricing.
10. **Quarterly Report.** The Contractor shall provide a quarterly report to DGS detailing contract sales and including benchmarking information for cost savings analysis. The format for this report shall be mutually agreed upon by the Contractor and DGS upon execution of this participating addendum and may be modified at any time during the contract term upon mutual agreement of both parties.
11. **Individual Item Prices.** The individual item prices established through the Master Agreement and otherwise supplemented are ceiling prices. The Contractor is permitted to offer lower-than-contract pricing to the Commonwealth and the Commonwealth is permitted to solicit lower-than-contract pricing from the Contractor at any time during

the term of the participating addendum.

12. **Purchasing Catalog Items.** Contractor shall list all items available for purchase through this contract in its online catalog at the final contract prices (fixed price or list price minus all applicable discounts). The Contractor shall allow orders to be placed in its online catalog via the pre-existing “punch-out” interface between the Commonwealth and the Contractor’s website or via a dedicated website hosted by the Contractor.
13. **Purchasing Non-Catalog Items.** Contractor shall provide a mechanism in its online catalog for the Commonwealth to submit orders for items not specifically listed in the online catalog. Contractor shall respond to a minimum of 80% of the quotation requests submitted as open requisitions by the Commonwealth within 24 hours of receipt. Where any such open requisition is submitted for item(s) to be provided by a manufacturer not set up in the Contractor’s internal business systems, Contractor shall establish the manufacturer in its internal business system within 48 hours of receipt of the requisition.
14. **COSTARS Program.** COSTARS Program members shall be eligible to utilize this participating addendum under the same terms and conditions as the Commonwealth. Information related to the COSTARS Program is incorporated in the COSTARS Program Clause contained in Exhibit A.
15. **Required Forms.** In accordance with Pennsylvania statutes and policies, the Contractor must provide the following completed and executed certifications:
 - a. Iran Free Procurement Certification Form, BOP-1701;
 - b. Lobbying Certification and Disclosure Form, BOP-1307; and
 - c. Worker Protection and Investment Certification, BOP-2201.
16. **Electronic Signatures.** This agreement may be electronically signed in accordance with the Electronic Transactions Act, 73 P.S. § 2260.301, *et seq.*

The parties, through their authorized representatives, have signed this participating addendum on the dates indicated below.

FISHER SCIENTIFIC COMPANY, LLC


Signature _____ Date _____
Electronically signed by: Mary Diamond
Reason: Approver of the Non-GxP document
Date: Sep 24, 2025 10:13:47 EDT

Mary Diamond, Vice President Commercial Operations
Printed Name and Title

SAP Number

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

PENNSYLVANIA DEPARTMENT OF TREASURY:

To be obtained electronically
Treasurer (or Designee) Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General Date