



City Clerk Document No. _____

City Council Meeting Date: 2/25/21

**CITY OF CHANDLER
LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)
AGREEMENT NO. IT9-208-4063**

THIS AGREEMENT (Agreement) is made and entered into by and between the City of Chandler, an Arizona municipal corporation (City), and Accelerated Technology Laboratories, Inc., a North Carolina corporation, (Contractor), (City and Contractor may individually be referred to as Party and collectively referred to as Parties) and made _____, 20____ (Effective Date).

RECITALS

A. City proposes to purchase Sample Master Pro Web, a hosted web-based solution, comprised of implementation services and annual support and maintenance services, as more fully described in Exhibit A, which is attached to and made a part of this Agreement by this reference.

B. Contractor is ready, willing, and able to provide the services described in Exhibit A for the compensation and fees set forth and as described in Exhibit B, which is attached to and made a part of this Agreement by this reference.

C. City desires to contract with the Contractor to provide these services under the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, City and Contractor agree as follows:

SECTION I: DEFINITIONS

For purposes of this Agreement, the following definitions apply:

Agreement means the legal agreement executed between the City and the Contractor

City means the City of Chandler, Arizona

Contractor means the individual, partnership, or corporation named in the Agreement

Days means calendar days

May, Should means something that is not mandatory but permissible

Shall, Will, Must means a mandatory requirement

SECTION II: CONTRACTOR'S SERVICES

Contractor must perform the services described in Exhibit A to the City's satisfaction within the terms and conditions of this Agreement and within the care and skill that a person who provides similar services in Chandler, Arizona exercises under similar conditions. All work or services furnished by Contractor under this Agreement must be performed in a skilled and workmanlike manner. Unless authorized by the City in writing, all fixtures, furnishings, and equipment furnished by Contractor as part of the work or services under this Agreement must be new, or the latest model, and of the most suitable grade and quality for the intended purpose of the work or service.

SECTION III: PERIOD OF SERVICE

Contractor must perform the services described in Exhibit A for the term of this Agreement.

Following execution of this Agreement by City, the Contractor will commence work and will complete all implementation services described within six months from the date the Contractor is notified to proceed.

The term of the on-going Support and Maintenance Agreement is one year, and begins on the date of go-live unless sooner terminated in accordance with the provisions of this Agreement. The City and the Contractor may mutually agree to extend the Agreement for up to five additional terms of one year each, or portions thereof. The City reserves the right, at its sole discretion, to extend the Agreement for up to 60 days beyond the expiration of any extension term.

SECTION IV: PAYMENT OF COMPENSATION AND FEES

Unless amended in writing by the Parties, Contractor's compensation and fees as more fully described in Exhibit B for performance of the services approved and accepted by the City under this Agreement must not exceed \$73,799. Contractor must submit requests for payment for services approved and accepted during the previous billing period and must include, as applicable, detailed invoices and receipts, a narrative description of the tasks accomplished during the billing period, a list of any deliverables submitted, and any subcontractor's or supplier's actual requests for payment plus similar narrative and listing of their work. Payment for those services negotiated as a lump sum will be made in accordance with the percentage of the work completed during the preceding billing period. Services negotiated as a not-to-exceed fee will be paid in accordance with the work completed on the service during the preceding month. All requests for payment must be submitted to the City for review and approval. The City will make payment for approved and accepted services within 30 days of the City's receipt of the request for payment. Contractor bears all responsibility and liability for any and all tax obligations that result from Contractor's performance under this Agreement.

SECTION V: GENERAL CONDITIONS

5.1 Records/Audit. Records of the Contractor's direct personnel payroll, reimbursable expenses pertaining to this Agreement and records of accounts between the City and Contractor must be kept on the basis of generally accepted accounting principles and must be made available to the City and its auditors for up to three years following the City's final acceptance of the services under this Agreement. The City, its authorized representative, or any federal agency, reserves the right to audit Contractor's records to verify the accuracy and appropriateness of all cost and pricing data, including data used to negotiate this Agreement and any amendments. The City reserves the right to decrease the total amount of Agreement price or payments made under this Agreement or request reimbursement from the Contractor following final contract payment on this Agreement if, upon audit of the Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data. The Contractor will include a similar provision in all of its contracts with subcontractors providing services under the Agreement Documents to ensure that the City, its authorized representative, or the appropriate federal agency, has access to the subcontractors' records to verify the accuracy of all cost and pricing data. The City reserves the right to decrease Contract price or payments made on this Agreement or request reimbursement from the Contractor following final payment on this Agreement if the above provision is not included in subcontractor agreements, and one or more subcontractors refuse to allow the City to audit their records to verify the accuracy and appropriateness of all cost and pricing data. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

5.2 Alteration in Character of Work. Whenever an alteration in the character of work results in a substantial change in this Agreement, thereby materially increasing or decreasing the scope of services, cost of performance, or Project schedule, the work will be performed as directed by the City. However,

before any modified work is started, a written amendment must be approved and executed by the City and the Contractor. Such amendment must not be effective until approved by the City. Additions to, modifications, or deletions from this Agreement as provided herein may be made, and the compensation to be paid to the Contractor may accordingly be adjusted by mutual agreement of the Parties. It is distinctly understood and agreed that no claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor must the Contractor do any work or furnish any materials not covered by this Agreement unless such work is first authorized in writing. Any such work or materials furnished by the Contractor without prior written authorization will be at Contractor's own risk, cost, and expense, and Contractor hereby agrees that without written authorization Contractor will make no claim for compensation for such work or materials furnished.

5.3 Termination for Convenience. The City and the Contractor hereby agree to the full performance of the covenants contained herein, except that the City reserves the right, at its discretion and without cause, to terminate or abandon any service provided for in this Agreement, or abandon any portion of the Project for which services have been performed by the Contractor. In the event the City abandons or suspends the services, or any part of the services as provided in this Agreement, the City will notify the Contractor in writing and immediately after receiving such notice, the Contractor must discontinue advancing the work specified under this Agreement. Upon such termination, abandonment, or suspension, the Contractor must deliver to the City all drawings, plans, specifications, special provisions, estimates and other work entirely or partially completed, together with all unused materials supplied by the City. The Contractor must appraise the work Contractor has completed and submit Contractor's appraisal to the City for evaluation. The City may inspect the Contractor's work to appraise the work completed. The Contractor will receive compensation in full for services performed to the date of such termination. The fee shall be paid in accordance with Section III of this Agreement, and as mutually agreed upon by the Contractor and the City. If there is no mutual agreement on payment, the final determination will be made in accordance with the Disputes provision in this Agreement. However, in no event may the payment exceed the payment set forth in this Agreement nor as amended in accordance with Alteration in Character of Work. The City will make the final payment within 60 days after the Contractor has delivered the last of the partially completed items and the Parties agree on the final payment. If the City is found to have improperly terminated the Agreement for cause or default, the termination will be converted to a termination for convenience in accordance with the provisions of this Agreement.

5.4 Termination for Cause. The City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events: in the event that (a) the Contractor fails to perform pursuant to the terms of this Agreement, (b) the Contractor is adjudged a bankrupt or insolvent, (c) the Contractor makes a general assignment for the benefit of creditors, (d) a trustee or receiver is appointed for Contractor or for any of Contractor's property (e) the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, (f) the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or (g) the Contractor fails to cure default within the time requested. Where Agreement has been so terminated by City, the termination will not affect any rights of City against Contractor then existing or which may thereafter accrue.

5.5 Indemnification. The Contractor (Indemnitor) must indemnify, defend, save and hold harmless the City and its officers, officials, agents and employees (Indemnatee) from any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation and litigation) (Claims) caused or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnatee from and against any and all Claims, except those arising solely from Indemnatee's own negligent or willful acts or omissions. The Contractor is responsible for primary loss investigation,

defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to this Agreement. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

5.6 Insurance Requirements. Contractor must procure insurance under the terms and conditions and for the amounts of coverage set forth in Exhibit C against claims that may arise from or relate to performance of the work under this Agreement by Contractor and its agents, representatives, employees, and subcontractors. Contractor and any subcontractors must maintain this insurance until all of their obligations have been discharged, including any warranty periods under this Agreement. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in Exhibit C are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

5.7 Cooperation and Further Documentation. The Contractor agrees to provide the City such other duly executed documents as may be reasonably requested by the City to implement the intent of this Agreement.

5.8 Notices. Unless otherwise provided, notice under this Agreement must be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally served on the party to whom notice is to be given, or (b) on the date notice is sent if by electronic mail, or (c) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified, postage prepaid and properly addressed as follows:

For the City

Name: Carolee Stees
Title: Procurement Officer
Address: 175 S. Arizona Avenue
Chandler, AZ 85225
Phone: 480-782-2405
Email: carolee.stees@chandleraz.gov

For the Contractor

Name: Rick Danielson
Title: Account Executive
Address: 496 Holly Grove School Road
West End, NC 23736
Phone: 800-565-5467
Email: rdanielson@atlab.com

5.9 Successors and Assigns. City and Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants of this Agreement. Neither the City nor the Contractor may assign, sublet, or transfer its interest in this Agreement without the written consent of the other party. In no event may any contractual relation be created between any third party and the City.

5.10 Disputes. In any dispute arising out of an interpretation of this Agreement or the duties required not disposed of by agreement between the Contractor and the City, the final determination at the administrative level will be made by the City Purchasing and Materials Manager.

5.11 Completeness and Accuracy of Contractor's Work. The Contractor must be responsible for the completeness and accuracy of Contractor's services, data, and other work prepared or compiled under Contractor's obligation under this Agreement and must correct, at Contractor's expense, all willful or negligent errors, omissions, or acts that may be discovered. The fact that the City has accepted or approved the Contractor's work will in no way relieve the Contractor of any of Contractor's responsibilities.

5.12 Withholding Payment. The City reserves the right to withhold funds from the Contractor's payments up to the amount equal to the claims the City may have against the Contractor until such time that a settlement on those claims has been reached.

5.13 City's Right of Cancellation. The Parties acknowledge that this Agreement is subject to cancellation by the City under the provisions of Section 38-511, Arizona Revised Statutes (A.R.S.).

5.14 Independent Contractor. For this Agreement the Contractor constitutes an independent contractor. Any provisions in this Agreement that may appear to give the City the right to direct the Contractor as to the details of accomplishing the work or to exercise a measure of control over the work means that the Contractor must follow the wishes of the City as to the results of the work only. These results must comply with all applicable laws and ordinances.

5.15 Project Staffing. Prior to the start of any work under this Agreement, the Contractor must assign to the City the key personnel that will be involved in performing services prescribed in the Agreement. The City may acknowledge its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the Contractor desires to change key personnel while performing under the Agreement, the Contractor must submit the qualifications of the new personnel to the City for prior approval. The Contractor will maintain an adequate and competent staff of qualified persons, as may be determined by the City, throughout the performance of this Agreement to ensure acceptable and timely completion of the Scope of Services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor must take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel agreed to by the City.

5.16 Subcontractors. Prior to beginning the work, the Contractor must furnish the City for approval the names of subcontractors to be used under this Agreement. Any subsequent changes are subject to the City's written prior approval.

5.17 Force Majeure. If either party is delayed or prevented from the performance of any act required under this Agreement by reason of acts of God or other cause beyond the control and without fault of the Party (financial inability excepted), performance of that act may be excused, but only for the period of the delay, if the Party provides written notice to the other Party within 10 days of such act. The time for performance of the act may be extended for a period equivalent to the period of delay from the date written notice is received by the other Party.

5.18 Compliance with Federal Laws. Contractor understands and acknowledges the applicability of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The Contractor agrees to comply with these laws in performing this Agreement and to permit the City to verify such compliance.

5.19 No Israel Boycott. By entering into this Agreement, Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of the Agreement, not to engage in a boycott of Israel as defined by state statute.

5.20 Legal Worker Requirements. A.R.S. § 41-4401 prohibits the City from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A. A breach of this warranty will be deemed a material breach of the Agreement and may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any Contractor's or subcontractor's employee who provides

services under this Agreement to ensure that the Contractor and subcontractors comply with the warranty under this provision.

5.21 Lawful Presence Requirement. A.R.S. §§ 1-501 and 1-502 prohibit the City from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships, or limited liability companies.

5.22 Covenant Against Contingent Fees. Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the Chandler City Council, or any City employee has any interest, financially, or otherwise, in Contractor's firm. For breach or violation of this warrant, the City may annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

5.23 Non-Waiver Provision. The failure of either Party to enforce any of the provisions of this Agreement or to require performance of the other Party of any of the provisions hereof must not be construed to be a waiver of such provisions, nor must it affect the validity of this Agreement or any part thereof, or the right of either Party to thereafter enforce each and every provision.

5.24 Disclosure of Information Adverse to the City's Interests. To evaluate and avoid potential conflicts of interest, the Contractor must provide written notice to the City, as set forth in this Section, of any work or services performed by the Contractor for third parties that may involve or be associated with any real property or personal property owned or leased by the City. Such notice must be given 7 business days prior to commencement of the services by the Contractor for a third party, or 7 business days prior to an adverse action as defined below. Written notice and disclosure must be sent to the City's Purchasing and Materials Manager. An adverse action under this Agreement includes, but is not limited to: (a) using data as defined in the Agreement acquired in connection with this Agreement to assist a third party in pursuing administrative or judicial action against the City; or (b) testifying or providing evidence on behalf of any person in connection with an administrative or judicial action against the City; or (c) using data to produce income for the Contractor or its employees independently of performing the services under this Agreement, without the prior written consent of the City. Contractor represents that except for those persons, entities, and projects identified to the City, the services performed by the Contractor under this Agreement are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the City's interests. Contractor's failure to provide a written notice and disclosure of the Information as set forth in this Section constitute a material breach of this Agreement.

5.25 Data Confidentiality and Data Security. As used in the Agreement, data means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by, obtained by, or transmitted to the Contractor or its subcontractors in the performance of this Agreement. The Parties agree that all data, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Contractor or its subcontractors in connection with the Contractor's or its subcontractor's performance of this Agreement is confidential and proprietary information belonging to the City. Except as specifically provided in this Agreement, Contractor or its subcontractors must not divulge data to any third party without the City's prior written consent. Contractor or its subcontractors must not use the data for any purposes except to perform the services required under this Agreement. These prohibitions do not apply to the following data

provided to the Contractor or its subcontractors have first given the required notice to the City: (a) data which was known to the Contractor or its subcontractors prior to its performance under this Agreement unless such data was acquired in connection with work performed for the City; or (b) data which was acquired by the Contractor or its subcontractors in its performance under this Agreement and which was disclosed to the Contractor or its subcontractors by a third party, who to the best of the Contractor's or its subcontractors knowledge and belief, had the legal right to make such disclosure and the Contractor or its subcontractors are not otherwise required to hold such data in confidence; or (c) data which is required to be disclosed by virtue of law, regulation, or court order, to which the Contractor or its subcontractors are subject. In the event the Contractor or its subcontractors are required or requested to disclose data to a third party, or any other information to which the Contractor or its subcontractors became privy as a result of any other contract with the City, the Contractor must first notify the City as set forth in this Section of the request or demand for the data. The Contractor or its subcontractors must give the City sufficient facts so that the City can be given an opportunity to first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure. Unless prohibited by law, within ten calendar days after completion of services for a third party on real or personal property owned or leased by the City, the Contractor or its subcontractors must promptly deliver, as set forth in this Section, a copy of all data to the City. All data must continue to be subject to the confidentiality agreements of this Agreement. Contractor or its subcontractors assume all liability to maintain the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Contractor, its employees, agents or subcontractors. Solely for the purposes of seeking injunctive relief, it is agreed that a breach of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. A violation of this Section may result in immediate termination of this Agreement without notice.

5.26 Personal Identifying Information-Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times by Contractor and any of its subcontractors. At a minimum, Contractor must encrypt or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. In the event that data collected or obtained by Contractor or its subcontractors in connection with this Agreement is believed to have been compromised, Contractor or its subcontractors must immediately notify the City contact. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Contractor agrees that the requirements of this Section must be incorporated into all subcontracts entered into by Contractor. It is further agreed that a violation of this Section must be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor or its subcontractors under this Section must survive the termination of this Agreement.

5.27 Jurisdiction and Venue. This Agreement is made under, and must be construed in accordance with and governed by the laws of the State of Arizona without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Agreement or to obtain any remedy with respect hereto must be brought in the courts located in Maricopa County, Arizona, and for this purpose, each Party hereby expressly and irrevocably consents to the jurisdiction and venue of such court.

5.28 Survival. All warranties, representations, and indemnifications by the Contractor must survive the completion or termination of this Agreement.

5.29 Modification. Except as expressly provided herein to the contrary, no supplement, modification, or amendment of any term of this Agreement will be deemed binding or effective unless in writing and signed by the Parties.

5.30 Severability. If any provision of this Agreement or the application to any person or circumstance may be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application will not be affected and will be enforceable to the fullest extent permitted by law.

5.31 Integration. This Agreement contains the full agreement of the Parties. Any prior or contemporaneous written or oral agreement between the Parties regarding the subject matter is merged and superseded.

5.32 Time is of the Essence. Time of each of the terms, covenants, and conditions of this Agreement is hereby expressly made of the essence.

5.33 Date of Performance. If the date of performance of any obligation or the last day of any time period provided for should fall on a Saturday, Sunday, or holiday for the City, the obligation will be due and owing, and the time period will expire, on the first day after which is not a Saturday, Sunday or legal City holiday. Except as may otherwise be set forth in this Agreement, any performance provided for herein will be timely made if completed no later than 5:00 p.m. (Chandler time) on the day of performance.

5.34 Third Party Beneficiary. Nothing under this Agreement will be construed to give any rights or benefits in the Agreement to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of City and the Contractor and not for the benefit of any other party.

5.35 Conflict in Language. All work performed must conform to all applicable City of Chandler codes, ordinances, and requirements as outlined in this Agreement. If there is a conflict in interpretation between provisions in this Agreement and those in the Exhibits, the provisions in this Agreement prevail.

5.36 Document/Information Release. Documents and materials released to the Contractor, which are identified by the City as sensitive and confidential, are the City's property. The document/material must be issued by and returned to the City upon completion of the services under this Agreement. Contractor's secondary distribution, disclosure, copying, or duplication in any manner is prohibited without the City's prior written approval. The document/material must be kept secure at all times. This directive applies to all City documents, whether in photographic, printed, or electronic data format.

5.37 Exhibits. The following exhibits are made a part of this Agreement and are incorporated by reference:

- Exhibit A - Project Description/Scope of Services
- Exhibit B - Compensation and Fees
- Exhibit C - Insurance Requirements
- Exhibit D - Special Conditions
- Exhibit E - Master Software & Services Agreement

5.38 Special Conditions. As part of the services Contractor provides under this Agreement, Contractor agrees to comply with and fully perform the special terms and conditions set forth in Exhibit D, which is attached to and made a part of this Agreement.

5.39 Cooperative Use of Agreement. In addition to the City of Chandler and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least 5 times during a month, the Contractor will submit a full set of fingerprints to the school of each person or employee who may provide such service. The District will conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all Contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the District. Additionally, the Contractor will comply with the governing body fingerprinting policies of each individual school district/public entity. The Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

5.40 Non-Discrimination and Anti-Harassment Laws. Contractor must comply with all applicable City, state, and federal non-discrimination and anti-harassment laws, rules, and regulations.

5.41 Licenses and Permits. Beginning with the Effective Date and for the full term of this Agreement, Contractor must maintain all applicable City, state, and federal licenses and permits required to fully perform Contractor's services under this Agreement.

5.42 Warranties. Contractor must furnish a 1 year warranty on all work and services performed under this Agreement. Contractor must furnish, or cause to be furnished, a 2 year warranty on all fixtures, furnishings, and equipment furnished by Contractor, subcontractors, or suppliers under this Agreement. Any defects in design, workmanship, or materials that do not comply with this Agreement must be corrected by Contractor (including, but not limited to, all parts and labor) at Contractor's sole cost and expense. All written warranties and redlines for as-built conditions must be delivered to the City on or before the City's final acceptance of Contractor's services under this Agreement.

5.43 Emergency Purchases. City reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the Contractor.

5.44 Non-Exclusive Agreement. This agreement is for the sole convenience of the City of Chandler. The City reserves the right to obtain like goods or services from another source when necessary.

5.45 Budget Approval Into Next Fiscal Year. This Agreement will commence on the Effective Date and continue in full force and effect until it is terminated or expires in accordance with the provisions of this Agreement. The Parties recognize that the continuation of this Agreement after the close of the City's fiscal year, which ends on June 30 of each year, is subject to the City Council's approval of a budget that includes an appropriation for this item as expenditure. The City does not represent that this budget item will be actually adopted. This determination is solely made by the City Council at the time Council adopts the budget.

This Agreement shall be in full force and effect only when it has been approved and executed by the duly authorized City officials.

FOR THE CITY

By: _____

Its: _____
Mayor

FOR THE CONTRACTOR

By: _____

Its: Sr. Vice President

APPROVED AS TO FORM:

By: _____
City Attorney *DMB*

ATTEST:

By: _____
City Clerk

EXHIBIT A

SCOPE OF SERVICES

The City of Chandler expects Accelerated Technology Laboratories, Inc. (ATL) to deliver and implement a hosted, web-based laboratory information management system (LIMS), Sample Master Pro, requiring no hardware or software installations, along with on-going annual support.

Project Scope

Sample Master Pro shall increase the productivity of the City's laboratory team by:

- Automating the collection and management of data relating to the processes of testing water in the City of Chandler
- Managing the workflow while tracking the chain of custody of a sample for the entire process from collection to storage to removal
- Scheduling when samples should be tested
- Reducing the number of manual data collection and entry errors
- Providing accurate inventory of chemicals, bottles, preservatives and reagents
- Being accessible to all the chemists at all locations
- Interfacing with large laboratory analytical instruments such as, but not limited to, TOC analyzer, Ion Chromatograph, and ICP-MS, for direct upload of results
- Interfacing with small laboratory analytical instruments such as, but not limited to, analytical balance, pH meter, and spectrometer for direct upload of results
- Performing algorithms for spontaneous calculations
- Performing QA/QC to ensure data integrity and to stay in compliance with state certification requirements.
- Storing and centralizing data and associated information such as QC checks
- Querying data and computing MDL calculations to stay in compliance with Federal regulation
- Providing an audit trail for laboratory compliance with State licensure
- Sorting and organizing data
- Providing easy access and retrieval of data and results for timely reporting
- Interfacing with SAMS Water and Wastewater modules for direct upload of test results

Sample Master Pro must comply with the below specifications as defined:

Responsive Design

Sample Master Pro shall respond to the user's behavior and environment based on screen size, platform, and orientation of devices. It shall consist of a mix of flexible grids and layouts that automatically resizes and restructures the layout to accommodate the screen size. In other words, the responsive design programming shall have the technology to automatically respond to all devices (desktops, tablets, and cellular phones), particularly tablets and iPhones. This shall eliminate the need for a different design and configuration.

ADA Compliance

The website should meet the Federal 508 accessibility guidelines as well as WCAG 2.1-Level AA requirements.

<https://www.hhs.gov/web/section-508/index.html>

<http://www.w3.org/WAI/WCAG21/quickref/>

Brand Standards

Any work updated or completed for the City must adhere to the City's Brand Standards, which outline the specific use of the City's identity on all print and digital assets and communication. The City's brand identity includes but is not limited to the City's logo, colors typography, visuals and a lexicon.

- The website must have a default/standard font size of 16 pixels

- Printed documents body text must be Open Sans font size 11 point
- The City's logos and brand standards can be found at:

<https://www.chandleraz.gov/government/departments/communications-and-public-affairs/brand-standards>

End User Experience

ATL shall facilitate a user-friendly experience for City Staff utilizing the Sample Master Pro system as part of their operational processes to test and report results of water samples. The system must be intuitive and allow users to complete laboratory reporting tasks in less time than the current manual process.

In addition, ATL shall deliver implementation services and project management services that include:

Consulting and Project Management Services

Kick off the Project: The City of Chandler will assemble all key stakeholders and ATL will schedule a conference call. Both ATL and the City of Chandler will introduce team members and their roles in the project. ATL will hold a kick-off meeting to discuss the project, the plan in terms of ATL's processes and procedures along with some of the tools (checklists, templates, forms) that are used and our expectations in working with our partners. ATL will send a copy of the presentation along with meeting notes.

Updated Project Schedule and Dashboard: ATL to schedule a call with the City of Chandler team to review the pre-installation checklist, templates and any changes so that an updated Project Schedule/Project Dashboard can be created.

Requirements Gathering: ATL engineers will meet on-site with the Project Manager and the City of Chandler team to assess the scope of the client's configuration and customization requirements. ATL utilizes our Requirements Gathering process to assess the scope of the client's configuration and customization requirements. This process is designed to mitigate risk, facilitate efficient deployment of the LIMS, evaluate workflows, gather Instrument output files, discuss required reports and ensure long-term success for the implementation. Up to three days have been allocated to this task. Specific dates for on-site consulting service trips will be agreed upon by ATL and the City of Chandler during the project execution and prior to on-site visits.

ATL will Email the On-site Visit Agenda (at least one week in advance of visit): This agenda will define the activities to be completed during the visit, so that the City of Chandler team can plan accordingly. Tasks to be completed during this visit include: continued imported data review, set up and configuration review, calculation configuration and review, teaching the team each task on set up as well as providing end-user training.

A dedicated Project Manager will be assigned by ATL as well as the City of Chandler. Both ATL and the City of Chandler will have adequate project resources (staff, hardware, system accesses, etc.) assigned to the project. ATL typically holds bi-weekly project review meetings that will require the presence of the City of Chandler team members to discuss project updates, any issues, and next steps. The City of Chandler will provide the database/data so that ATL can electronically migrate all of the static table data from the current system into ATL's Sample Master® LIMS.

The City of Chandler will provide ATL with copies of the data that will be integrated with ATL Sample Master® LIMS for off-site development and testing.

The City of Chandler will return all checklists, forms, templates supplied by ATL.

The City of Chandler team will supply instrument output files for any instruments to be interfaced and there will be no changes to the instrument that would alter the output file, after the file is sent to ATL.

The City of Chandler team will supply sample reports to the ATL Project Manager that are required within a reasonable time period so that the ATL team can begin on the report technical requirements documentation.

The City of Chandler team will review all deliverables submitted by ATL within a reasonable time period of submission from ATL to client.

Discovery and Configuration Services

Complete Work on Pre-installation Template: ATL engineers will work with the City of Chandler to help place all of the static table data into the ATL Excel template for import into the LIMS and will ask the City of Chandler team to review for correctness before the static table data (tests, methods, parameters) are imported into Sample Master®. Once the data is imported, a remote training session is scheduled with key City of Chandler team leads to review the import and installation on the production server VM in the cloud. Once completed, on-site training dates are discussed and selected. Reference trainings listed below.

Customization Requirements Documents (RD): ATL will create a detailed requirement document (RD) for each customization that is included in the cost proposal of the project. This includes custom reports and new features or functions. These documents are emailed from ATL to the Client for approval and signature. Once approved they will be placed into the development queue. Once customizations have been developed, they will be implemented for the City of Chandler by ATL.

Off-site Configuration Services: ATL engineers will provide telephone and web-conference delivered guidance and assistance for the configuration of the laboratory's workflow into the LIMS, including:

- Assistance with Static Data Migration: Estimated at 24 Hours

Implementation Services

ATL Cloud Services – LIMS On Demand: ATL and partners maintain servers, apply all updates and service packs, and buy all necessary Windows OS, Microsoft SQL Server, and VMWare licenses. This includes daily backup and holding backups from the last 7 days. ATL will also provide ATL Gold Support – LIMS account manager, Unlimited Technical Support* via a toll-free number, Dial-in Remote Support, Access to Website User Support Area, Software Service Packs, Product Upgrades, and LIMS Solutions Newsletter. In addition, access to the following modules: Sample Tracking Module, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer, Chemical Inventory, Resource Management, Customer Relationship Management and LIMS Maintenance Module.

*Support incidents are triaged by Hosting Plan and Severity, with Premium Hosting Support taking priority.

Set up and Configuration of the Remote Servers (VMs): ATL will require four (4) weeks, to configure and test the servers, and review the set up. ATL engineers will also install all the software, Sample Master® LIMS.

Integrations

Enterprise Integration Requirements Documents (RD): ATL engineers will forward completed RD's for review and sign-off before development begins. ATL Engineers will work with the City of Chandler team to integrate the following external databases. Sixty-four (64) hours of time have been estimated for the technical requirements documents and integrations to be completed. If less time is required for any interface, a credit will be issued. If more time is required, the City of Chandler Project Manager will be notified and a Change Order may be required to compensate the Level of Effort required. The following databases will be integrated:

- Interface (EDD/CSV 2 Way) with NJBSoft SAMS (in the Cloud): Estimated at 40 Hours

This interface will allow data to flow from SAMS to LIMS and back.

Instrument Integration Requirements Documents (RD)/Parser Creation: ATL Engineers will deliver RD's for review and approval, prior to work initiation. ATL engineers will require a copy of the instrument output file that clients wish to have imported electronically (this is typically the raw file from the instrument). The instrument output file provided will serve as the test file to QC the software, so it is critical that the output file format does not change after it has been sent to ATL. The requirements for integration will be clearly defined in terms of what data is required to be integrated, how frequently and if uni or bi-directional. The instruments that will be interfaced include the following:

- Ion Chromatograph - Metrohm
- Teledyne Tekmar Fusion TOC Analyzer -
- ICPMS - Perkin Elmer – should be replaced in the near future

ATL's ExcelExpress will support integration for approximately 75 percent of all instruments.

Custom parsers will be created for those instruments requiring a custom interface.

Reporting

Report Development Documents (RD): ATL engineers will provide detailed requirement documents for each report that is to be developed and a unique ID will be assigned to each report. The RDs will be emailed to the City of Chandler Project Manager for review and approval (signoff). Once this is returned to ATL, ATL engineers will create the report. Completed reports will be tested on the test/development server, once they pass testing they will be deployed on the production server. Forty (40) hours of report development will be delivered.

- AZDEQ EDD: Estimated at 40 Hours

OPTIONAL ITEMS:

- RR-7 Results Report with Peer Review & Actual vs Expected: Estimated at 24 Hours
- RR-11 State Drinking Water Report: Estimated at 24 Hours

Documentation

Software Manuals: ATL will provide the City of Chandler with the ATL Sample Master® LIMS User Manual, Sample Master® LIMS Training Manual, and Sample Master® LIMS Administrator Guide in electronic PDF format, and, upon request, in hard copy.

ATL Per-Diem Off-site Testing & Documentation: ATL engineers will perform the following customizations. Seventy-six (76) hours have been allocated to this task.

- Business Requirement SC-1 Schedule Employee Availability/WL-1 Employee Metric
- Queries/Reports: Estimated at 60 Hours
- Single Contract Laboratory Import Template: Estimated at 16 Hours

Training

Completed Training Forms: As ATL is an ISO Certified Company, we complete training forms once training has been delivered, to document the trainer, who was trained, what they were trained on, along with the duration of the training. A copy of this form will be provided to the City of Chandler Project Manager.

Instrument and System Integration Training Records: ATL engineers will come on-site and deliver the instrument parser (which will automatically import data into Sample Master®), a copy of the requirements document along with a completed training record once each user has been trained. ATL has allocated two days of on-site instrument integration and training.

System Administration Training Records: As ATL is an ISO Certified Company, we complete training forms once training has been delivered, to document the trainer, the system administrators which were trained, what they were trained on, along with the duration of the training. A copy of this form will be provided to the City of Chandler Project Manager. We recommend a LIMS administration as well as a back-up LIMS administrator participate in all training sessions. ATL will provide training for a period of two days on-site.

End User Training Records: As ATL is an ISO Certified Company, we complete training forms once training has been delivered, to document the trainer, end-users who were trained, what they were trained on, along with the duration of the training. A copy of this form will be provided to the City of Chandler Project Manager. There will be several sessions of training and a new record will be generated for each session. Training will be provided for a period of four days on-site.

Complete ATL Confirmation of Travel Form: This single page form defines the date of travel and requires signoff so that the date can be locked in and travel arrangements made. A preinstallation conference call is held to address any questions prior to coming on-site for the LIMS Admin and End-user training.

Web Training (Optional Item): Four hours of Web Training for Sample Master® users.

Other Training (Optional Item): One day of supplemental on-site Training for Sample Master® users.

ATL Sample Master® LIMS Boot Camps: ATL offers Sample Master® LIMS Intermediate Boot Camp, a 3-day course that covers all the features and functions of Sample Master®. This was designed to be an intermediate class with a follow-up course on-site training. Four seats included for the 3-day intermediate course. **Special offer: Buy one seat, receive a second seat at No Charge. One seat must be utilized within 36 months of initial PO receipt.*

ATL also offers Sample Master® LIMS Advanced Boot Camp, a 2-day course that covers all the database coding and configuration of Sample Master®. This was designed to be an advanced class after exposure to Sample Master® and SQL Databases.

The City of Chandler will identify a primary and a back-up individual for LIMS administrator training. The City of Chandler team will identify those individuals that will participate in the end-user training so that ATL team can prepare the appropriate number of training manuals. Staff will be given adequate time to be trained as outlined in the contract. Additionally, upper management will support the LIMS effort and ensure that staff have the resource support they need to meet deadlines.

Delivering End-user and LIMS Administrator Training Manuals: ATL engineers upon receiving a final count for individuals who will be trained as LIMS Administrators and end-users will supply the proper number of training manuals and agendas.

The City of Chandler team will provide Internet connectivity to access Sample Master® LIMS and electricity for projectors for training sessions and adequate facilities, and a training room to train LIMS Administrator and End-users.

Project High-level Target Timeline

City of Chandler		Task Name	Duration	Start	Finish	Resource Names
1	LIMS Preliminary Implementation Project for City of Chandler					
2	Initial Project Tasks	115.21 days	Mon 2/1/21	Mon 7/12/21		
3	Confirm Receipt of PO back to Client	0.65 days	Mon 2/1/21	Mon 2/1/21		ATL Account Management
4	Review ATL Proposal Response vs. Client PO requirements	2 hrs	Mon 2/1/21	Mon 2/1/21		ATL Account Management
5	Assemble software and manuals, ship and verify receipt	1 hr	Mon 2/1/21	Mon 2/1/21		ATL Account Management
6	Assign ATL Project Team	1 hr	Mon 2/1/21	Mon 2/1/21		ATL Account Management, ATL Project Management
7	Introductory Activities (Kick-off)	16.71 days	Mon 2/1/21	Wed 2/24/21		ATL Account Management, ATL Project Management, Client Resources
8	Hold Introductory call - Project Dashboard, Checklists, Template and Team assignments (ATL + Client Activity)	1 hr	Mon 2/1/21	Mon 2/1/21		
9	Issue New Client Checklist	3.06 days	Mon 2/1/21	Thu 2/4/21		
10	New Client Checklist is sent to client.	30 mins	Mon 2/1/21	Mon 2/1/21		ATL Account Management, ATL Project Management
11	Client completes Checklist and returns it to ATL (Client Activity)	2 days	Mon 2/1/21	Wed 2/3/21		Client Resources
12	ATL reviews Checklist, if necessary obtains clarification for incomplete or missing items.	1 day	Wed 2/3/21	Thu 2/4/21		ATL Account Management, ATL Project Management
13	Issue Static Data Template	15.58 days	Mon 2/1/21	Wed 2/24/21		
14	Static Data Template sent to client.	1 hr	Mon 2/1/21	Mon 2/1/21		ATL Account Management, ATL Project Management
15	Schedule and hold review call for in-depth data template instruction (if applicable) (ATL + Client)	1 hr	Mon 2/1/21	Mon 2/1/21		ATL Account Management, ATL Project Management, Client Resources
16	Client completes Static Data Template and returns to ATL (Client Activity)	14 days	Tue 2/2/21	Fri 2/19/21		Client Resources
17	Analyze Checklists response	1 day	Mon 2/22/21	Mon 2/22/21		ATL Project Management
18	Test and prepare Static Data Template for import into LIMS	1.35 days	Tue 2/23/21	Wed 2/24/21		ATL Account Management, ATL Project Management, ATL Software Engineering
19	Configuration and Customization	70.5 days	Wed 2/24/21	Wed 6/2/21		
20	Instrument Integration	22.25 days	Wed 2/24/21	Fri 3/26/21		
21	Schedule and hold review call for instrument interfacing (ATL + Client)	1 hr	Wed 2/24/21	Wed 2/24/21		Client Resources
22	Request copies of instrument output files.	1 hr	Wed 2/24/21	Wed 2/24/21		ATL Account Management, ATL Project Management
23	Client submits instrument output files to ATL (Client Activity)	5 days	Wed 2/24/21	Wed 3/3/21		ATL Project Management
24	ATL creates RDs (Requirement Documents) and send to client for review and signature.	7 days	Wed 3/3/21	Fri 3/12/21		ATL Project Management, ATL Account Management
25	Client reviews, approves and signs instrument RD and sends back to ATL (Client Activity)	2 days	Fri 3/12/21	Tue 3/16/21		Client Resources
26	Parsers are developed based on signed RDs	7 days	Tue 3/16/21	Thu 3/25/21		
27	Test Parsers and deliver with documentation.	1 day	Thu 3/25/21	Fri 3/26/21		ATL Account Management, ATL Project Management
28	Customizations/System Integrations	48.25 days	Fri 3/26/21	Wed 6/2/21		ATL Account Management, ATL Project Management, Client Resources
29	Schedule and hold review call for customization (ATL + Client)	1 hr	Fri 3/26/21	Fri 3/26/21		Client Resources
30	Request documentation and details of the customization.	1 hr	Fri 3/26/21	Fri 3/26/21		ATL Account Management, ATL Project Management
31	Client submits files to ATL (Client Activity)	10 days	Fri 3/26/21	Fri 4/9/21		ATL Project Management
32	ATL creates RDs (Requirement Documents) and send to client for review and signature.	15 days	Fri 4/9/21	Fri 4/30/21		ATL Account Management, ATL Project Management
33	Client reviews, approves and signs instrument RD and sends back to ATL (Client Activity)	2 days	Fri 4/30/21	Tue 5/4/21		Client Resources
34	Customizations are developed based on signed RDs	20 days	Tue 5/4/21	Tue 6/1/21		ATL Account Management, ATL Project Management
35	Test customizations and deliver with documentation.	1 day	Tue 6/1/21	Wed 6/2/21		ATL Account Management, ATL Project Management, Client Resources
36	Electronic Data Deliverables	22.13 days	Fri 3/26/21	Tue 4/27/21		
37	Request data and/or files needed.	1 hr	Fri 3/26/21	Fri 3/26/21		ATL Account Management, ATL Project Management
38	Request data and/or files sent to ATL (Client Activity)	2 days	Fri 3/26/21	Tue 3/30/21		Client Resources
39	Develop RD and issue to client	5 days	Tue 3/30/21	Tue 4/6/21		ATL Project Management
40	Client reviews and approves RD and sends back to ATL (Client Activity)	5 days	Tue 4/6/21	Tue 4/13/21		Client Resources
41	Produce, test and package for delivery	10 days	Tue 4/13/21	Tue 4/27/21		ATL Account Management, ATL Software Engineering, ATL Project Management
42	Pre-installation Activities	7.13 days	Wed 3/31/21	Fri 4/9/21		

City of Chandler						
ID	Task Name	Duration	Start	Finish	Resource Names	
43	Agree on on-site visit dates (ATL & Client Activity)	1 day	Wed 3/31/21	Thu 4/1/21	ATL Account Management, ATL Project Management, Client Resources	
44	Send Confirmation of Travel document for approval and signature. (ATL)	1 day	Thu 4/1/21	Fri 4/2/21	ATL Account Management	
45	Return Confirmation of Travel document with signed approval (Client Activity)	1 day	Fri 4/2/21	Mon 4/5/21	Client Resources	
46	Schedule for Pre-Installation Conference Call and Issue invitation (ATL + Client Activity)	2 hrs	Mon 4/5/21	Tue 4/6/21	ATL Account Management, ATL Project Management, Client Resources	
47	Hold Pre-Installation Conference Call (ATL + Client Activity)	5 hrs	Tue 4/6/21	Tue 4/6/21	ATL Account Management, ATL Project Management, Client Resources	
48	Define schedule for installation and agenda for Kick-Off Meeting and Issue (ATL + Client Activity)	1 day	Tue 4/6/21	Wed 4/7/21	ATL Account Management, ATL Project Management, Client Resources	
49	Send on-site agenda to client.	1 hr	Wed 4/7/21	Wed 4/7/21		
50	Perform preliminary LIMS configuration (if applicable)	2 days	Wed 4/7/21	Fri 4/9/21	ATL Project Management, ATL Software Engineering, Client Resources	
51	Preparation for on-site visit	0.25 days	Fri 4/9/21	Mon 4/12/21		
52	Assemble required manuals, copies of agenda and project dashboard	0.25 days	Fri 4/9/21	Mon 4/12/21	ATL Account Management	
53	Implement Phase (on-site)	51.88 days	Wed 4/14/21	Fri 6/25/21		
54	LIMS Kick Off Meeting (on-site)	0.25 days	Wed 4/14/21	Wed 4/14/21		
55	Hold Kick-Off Meeting (ATL + Client Activity)	2 hrs	Wed 4/14/21	Wed 4/14/21	ATL Project Management, ATL Software Engineering, Client Resources	
56	Gather Requirements (on-site)	0.5 days	Wed 4/14/21	Wed 4/14/21		
57	Assess Scope of Configuration and Customization (ATL + Client IT Involvement)	4 hrs	Wed 4/14/21	Wed 4/14/21	ATL Project Management, ATL Software Engineering, Client Resources	
58	Train LIMS Administrators (on-site)	1 day	Wed 4/14/21	Thu 4/15/21		
59	LIMS DBAs and LIMS administrators receive core training (ATL + Client Activity)	1 day	Wed 4/14/21	Thu 4/15/21	ATL Project Management, ATL Software Engineering, Client Resources	
60	Integrate Instruments with LIMS (on-site)	1 day	Thu 5/6/21	Fri 5/7/21		
61	Implement and test instrument data parsers on-site	0.5 days	Thu 5/6/21	Fri 5/7/21	ATL Project Management, ATL Software Engineering	
62	Train LIMS Administrators on features and functionality (ATL + Client Activity)	0.5 days	Fri 5/7/21	Fri 5/7/21	ATL Project Management, ATL Software Engineering, Client Resources	
63	Train End-users (on-site)	2 days	Tue 6/1/21	Thu 6/3/21		
64	LIMS End-users receive core training (ATL + Client Activity)	2 days	Tue 6/1/21	Thu 6/3/21	ATL Training and Validation, Client Resources	
65	Wrap-up meeting (on-site)	0.13 days	Thu 6/3/21	Fri 6/4/21		
66	Hold Wrap-up meeting (ATL + Client Activity)	1 hr	Thu 6/3/21	Fri 6/4/21	ATL Project Management, ATL Software Engineering, Client Resources	
67	Final Cut-over (off-site)	1 day	Thu 6/24/21	Fri 6/25/21		
68	Supplemental User Training (on-site) - OPTIONAL	1 day	Fri 7/9/21	Mon 7/12/21		
69	Train End-users (ATL + Client Activity)	1 day	Fri 7/9/21	Mon 7/12/21	ATL Training and Validation, Client Resources	
70	Wrap-up meeting (on-site)	0.13 days	Mon 7/12/21	Mon 7/12/21		
71	Hold Wrap-up meeting (ATL + Client Activity)	1 hr	Mon 7/12/21	Mon 7/12/21	ATL Account Management, ATL Project Management, ATL Software Engineering, Client Resources	

Business Requirements

ATL shall ensure the Sample Master Pro system meets the following business requirements:

Req ID	Category	Requirement Description
AD-1	Administration	Manage user roles/permissions and hierarchy with limited IT involvement - lock down QC limits, holding times, report limit - override ability for management
AD-2	Administration	Track sample types - preservatives and reagents
AV-1	Availability	System must be available 24/7
BN-1	BNR	Manage lab data from sample receipt to testing to reporting to storage including internal and external chain of custody
BN-10	BNR	Provide easy access and retrieval of data and results for timely reporting
BN-11	BNR	Manage workflow and reduce duplicate data entry
BN-12	BNR	Manage employee workload
BN-13	BNR	Comply with SOPs and all State and Federal Regulations
BN-2	BNR	Full read/write access from all locations - from all labs, and remotely in the field when testing, from multiple platforms including mobile devices
BN-3	BNR	Interface with lab instruments to access results, calibration, warranty, support, inventory
BN-4	BNR	Perform algorithms on results spontaneously
BN-5	BNR	Perform QA/QC to ensure data integrity to meet state certification requirements
BN-6	BNR	Query data and compute MDL calculations to meet Federal regulation
BN-7	BNR	Provide an audit trail for laboratory compliance with State
BN-8	BNR	Sort and organize data - for viewing and reporting purposes
BN-9	BNR	Store data and associated information such as QC checks in a centralized location
CA-1	Calibration	Track instrument calibrations and include Method Detection Limits according to 40 CFR, using 13 month sample duration
CA-2	Calibration	Track calibration expiration dates
CA-3	Calibration	Track annual thermometer calibrations
CA-4	Calibration	Track monthly pipette calibrations
CA-5	Calibration	Track calibration of weights
DI-1	Disposal	Track disposal timelines and procedures
DM-1	Document Management	Electronically store safety data sheets
EQ-1	Equipment	Print labels with barcodes for bottles and other equipment
EQ-2	Equipment	Track and time stamp service contract maintenance
EQ-3	Equipment	Print labels for sample ID's, reagents, and standards that are to also be used for inventory and tracking purposes

HS-1	Health and Safety	Track review of health and safety stations including fume hoods
IN-1	Inventory	Track inventory - supplies, preservatives, reagents, equipment, blanks, anything that needs reordering
LG-1	Logging	Log sample collection - location, holding times, source, receiving/delivering, sample type, automated time stamping, preservation
LG-2	Logging	Log chain of custody - subchains, sample points, tests for each, preservative check, automated time and user stamping
LG-3	Logging	Log analysis times, who tested, measurements
LG-4	Logging	Log instrument calibration
LG-5	Logging	Log sample prep time, start of incubation, end of analysis time
LG-6	Logging	Log sample results - pass, pass with exception, reason for exception, fail, reason for fail, rounding rules
LG-7	Logging	Track standards - Log IDs, track to samples, store manufacturer requirements
NO-1	Notification	Notify staff of: preservatives, anything that expires, inventory ordering, QC checks, scheduled tests, warranty checks, equipment calibrations needed, disposal times and guidelines, service contracts
NO-2	Notification	Display tests due - possible dashboard view
NO-3	Notification	Provide notification of upcoming disposal requirements including COD, mercury vials, sample expirations and procedures
NO-4	Notification	Notify staff of: test results, expirations for holding times, reagents, and standards
QA-1	Audit	Track audit trail for all testing, peer reviews, users
QC-1	QA/QC	Track QA/QC results - pass/fail, error check, calculation review, explanation of what happened to sample, reduce and review, signoff
SC-1	Schedule	Maintain calendar of all scheduled testing and employee availability
SP-1	SOPs	Store and update SOPs, including chemical hygiene plan
TR-1	Training	Track new employee training - minimum training for each lab, initial demonstration of capability
TR-2	Training	Track staff proficiency testing samples
TS-1	Testing	Calculate turnaround time based on sample and hold time
TS-2	Testing	Track reagents expiration dates
TS-3	Testing	Calculate turnaround time based on sample and hold time
TS-4	Testing	Schedule testing - daily based on holding times, home testing, city sites, new development, external labs
TS-5	Testing	Scan/read bar codes
WL-1	Workload	Track employee metrics - stats, workload

Reporting Requirements

Req ID	Report Description
RR-1	Report to identify client information, sample information, and testing results only
RR-2	Report to identify client information, sample information, testing results, and a minimum associated QC result
RR-3	Detailed report identifying additional QC information associated with client information, sample information, testing results, and a minimum associated QC result
RR-4	County or State reports on new site - DWAR
RR-5	Reports are to be kept 10 years
RR-6	Reports to be emailed, printed, exported to excel or pdf
RR-7	Test results reports including pass/fail, exceptions, peer review, date/time stamps, test types, expected and actual results
RR-8	Inventory reports to determine when reordering is needed for all equipment
RR-9	Expiration reports should help staff know when samples, standards or reagents are due to expire.
RR-10	Trending reports - multiple reports needed with varying parameters to determine trends in results, workload, inventory, performance overall, for individual labs and individual locations
RR-11	Drinking water reports - State drinking water analysis report forms
RR-12	Near Real Time Reporting
RR-13	Print barcode labels for all equipment
RR-14	Charts and graphs to visualize results and trends

Interface Requirements:

Req ID	Interface Requirements
IR-1	LIMS must interface directly to the current SAMS system to provide test results must export to a spreadsheet if Sams isn't in the cloud yet
IR-2	Interface to Email system, IBM Notes, soon to be Outlook for notifications and reporting
IR-4	Interface to all possible instruments and devices
IR-5	Interface with external labs such as TestAmerica to capture results

Change Order Procedure

Changes to requirements associated to milestones that are not configured or is aligned to another payment milestone requires a Change Order with signature approval from both parties prior to making changes.

Changes to requirements or stated project scope requires adhering to the change order procedures, change request process and completion and approval of the change request form.

The change order procedure will be utilized to manage all material changes to the project and must be approved by both the City and Contractor. The procedure is designed to capture all requests for change including, but not limited to, Specificity Schedules, which are updated monthly on a running two month time period after the Discovery Process, while at the same time ensuring that the decisions are traceable and made at the correct level. Either the City or the Contractor can raise a change request to the Agreement. The Change Request/Order (CR) will identify the business reasons for the change and define the impacts whether the change is made or not.

Change Order procedure ensures that:

- Project baselines are established for approved changes
- Each CR is identified and managed efficiently
- The Parties' Project Managers are able to accurately communicate the status of each CR to their respective constituents.
- Parties' Project Managers can monitor, approve, defer or withdraw changes proposed to the Agreement, expenditures, and Scope of Work.
- The Parties' Project Managers make decisions which are fully informed as to impact as well as close to the time when the conditions that lead to the proposed change are recent and ascertainable.

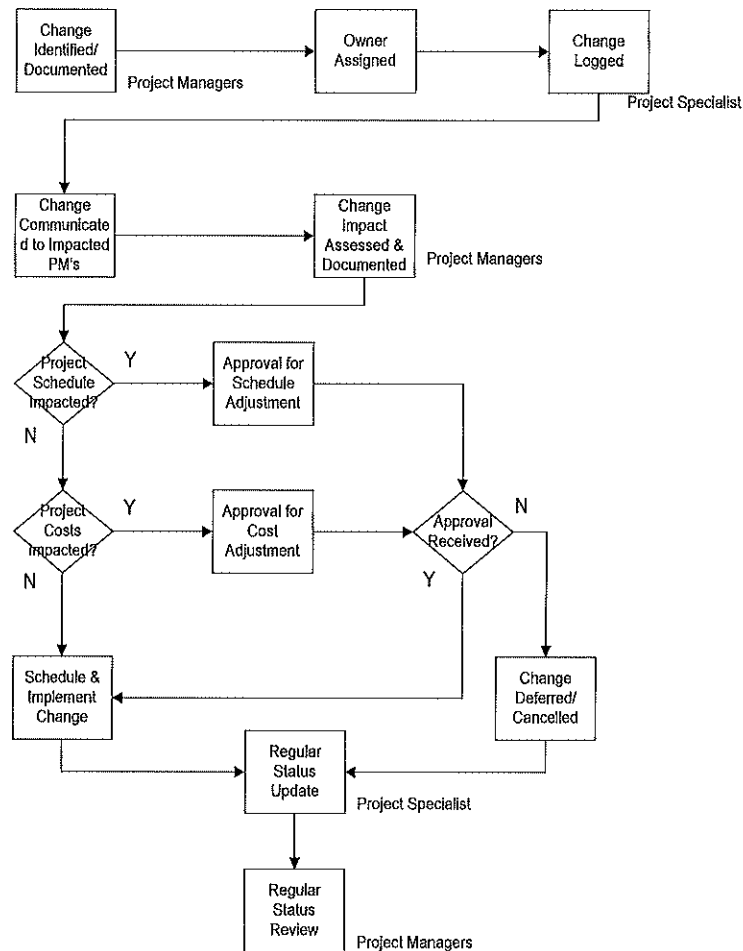
Change Order procedure is specifically designed to eliminate 'scope creep' within the project. As changes are identified and implemented the effects on the business community and other people associated with the new system will need to be assessed and the impact evaluated. This impact will need to be managed through the Change Order procedures and mitigated via relevant communications to, and training of, the affected users and personnel.

Change Order Process

The following change order procedure shall be adopted for all changes to the project. The Project Management Team, consisting of the Organization and the Consultant project managers will have accountability for the Change Order Procedure and the delegated authority for approving changes.

Change Order Process

The following diagram depicts how changes will be managed within this project.



Change Order Procedure and Process Definitions:

Change Identified and Documented: A Change is usually initiated via the Change Order. When a request is deemed to be a change, the Project Manager enters this change process.

Change Owner Assigned: Through project meeting discussions, a single Change Owner is identified (normally a Project Manager). This person speaks to the change, ensures it is analyzed by the appropriate team members and works through any approval processes to determine final disposition.

Change Logged: An Access database will be established to control/log changes. The Project Manager logs a new change into the database where the change is given a control number. Included in this document is a copy of the Change form showing the information collected.

Change Communicated to Impacted Team Members: The Project Manager will ensure that each new Change is communicated (electronically where possible) to all impacted team members. The Change Owner will determine who these people are.

Change Impact Assessed and Documented: Each Project Manager is responsible for analysis of any change that may impact their project deliverables. Impact is documented in the Change database.

Project Schedule Impacted: If the change impacts the Project Schedule, the Change must receive City approval.

Project Costs Impacted: If the Change impacts project costs, the change must receive City approval.

No Cost/Schedule Impact: If the change does not result in any revisions to either costs or schedules, the change must receive City approval.

Schedule and Implement Change: If all necessary approvals are received (or none were required), the change is scheduled and implemented. If the project schedule is impacted, a new revised project schedule is created.

Change Deferred/Cancelled: If the change is not approved, the reasons are to be documented and it will be cancelled or deferred until after the project is completed.

Regular Status Update: Project Managers must be provided with any new information related to Change Status so that the database is kept current and the Change Summary form reflects current information. Project Managers will create a Change Summary report on request only.

Regular Status Review: Review of the ongoing status of changes is a mandatory item on each project management meeting agenda.

Neither Party will charge the other for the consideration of CRs. The completed response will be returned to the Project Management Team. Appropriate approval shall be sought for the change and if necessary the CR may be recommended to the Project Steering Committee for final acceptance. Each change request will be:

- Approved for inclusion in the project, where the impact on the current phase is outlined and approved as part of the CR
- Approved for inclusion in a future phase, where the impact on the future phase is outlined and approved as part of the CR
- Rejected and Closed

Both Parties shall work in good faith to review and approve or reject any such CRs within a reasonable period of time, typically no more than five Working Days, or as mutually agreed by the parties, from the return of the 'investigated' CR. If accepted, the CR shall be henceforth termed a "Change Order" and the change in work-scope, Statement of Work, fees and payment schedule shall become immediately effective.

Sample Change Request

CR Number		CR Name	
Project Name		Date Submitted	
Project Manager / Owner		Resolution Needed By Date	
Client Name	the Organization	Requested By	
Change Request Type	☐ New Requirement ☐ Requirement Change ☐ Scope / Resource Change ☐ SOW Clarification	Priority	☐ High ☐ Medium ☐ Low
Business Description	Business Drivers / Change Description: (Information that needs to be detailed on additional pages should be attached and labeled with CR Number.)		
Change Benefits and Justification			
Initial Disposition			
Disposition	Reason if not approved	Signature	Date
☐ Accepted & forwarded to Project Manager for review ☐ Future Enhancement ☐ Rejected			
Analysis Information			
Proposed Resolution	Approach:		
Effort Impact	☐ Yes ☐ No (Provide explanation)		
Schedule Impact	☐ Yes ☐ No (Provide explanation)		
Cost Impact	☐ Yes ☐ No (Provide explanation)		
Resource Impact	☐ Yes ☐ No (Provide explanation)		
Impact if NOT Approved (Schedule, Cost, Quality)	(Provide explanation)		
Final Disposition			
Change Control Status	☐ Approved ☐ Rejected ☐ Future Enhancement		
Change Control Reason, if not approved			
Approvals			
Title	Name	Signature	Date
the Organization Project Manager			
the Consultant Project Manager			
the Consultant Vice President			

000

\$0.00

Chargeable Hours

Rate

Amount

000

000

Non-Chargeable Hours

Total Hours

EXHIBIT B
COMPENSATION AND FEES

Description	Fees
ATL Cloud Services Monthly Subscription Fee (\$1,153/month) – 10 named Users for Sample Master access. Subscription includes: 1) Daily backup and holding backups from the last 7 days; 2) Unlimited ATL technical support; 3) Access to Website User Support Area; 4) Software Service Packs; 5) Product Upgrades, and; 6) LIMS Solutions Newsletter.	\$13,836.00
Sample Master Enhancement Tools: Sample Tracking, Data Entry, Sample Scheduling, QA/QC, Electronic Data Transfer, Chemical Inventory, Resource Management, Customer Relationship Management and LIMS Maintenance. Includes 2 named user licenses for Test/Dev Environment. Note: Pricing reflects a monthly per-user Customer Spotlight discount*	\$712.50
Implementation Services: Requirements Gathering, Configuration Assistance, Report Development, Instrument Interface Parsers (Metrohm Ion Chromatograph, OI Analytical TOC Analyzer and Perkin Elmer ICPMS), System Interfaces (Hach WIMS and NJBSoft SAMS), System Administrator Training, End User Training, Off-site Customizations, Testing and Documentation	\$49,755.00
ATL Advantage Plan Project Management	\$3,000.00
ATL Cloud Services Account Initiation Fee	\$3,500.00
Supplemental Training – Sample Master Boot Camp Intermediate ¹	\$2,995.00
Year 1 Project Total	\$73,798.50

*Participation in ATL's Customer Spotlight Program includes (a) Working with an ATL representative to create a Spotlight article, (b) serving as an ATL reference site for potential customers of ATL's products, (c) working with ATL's technical team to write an article for a peer-reviewed paper on how your laboratory is utilizing Sample Master LIMS.

¹Note: Includes special discount: First Boot Camp Pass to be used in Year 1, and second Boot Camp Pass provided at no charge when used in 5-year term.

** First payment in the amount of \$9,959.00 will include ATL Cloud Services Account Initiation Fee, ATL Advantage Plan and first three months of Hosting Fees. Contractor shall invoice monthly thereafter.

Optional Items:

NPDES DMR Package	\$6,999.00
Barcode Starter Package	\$2,995.00
Instrument Interface Parser with one-way integration (Instrument to LIMS)	\$950.00
Instrument Interface Parser with two-way integration (Instrument to LIMS and LIMS to Instrument)	\$1,900.00
Hourly On-site Rate (excluding travel costs)	\$309.00
Hourly Off-site Rate (configuration/customization/instrument parsers)	\$195.00
Hourly Web Training	\$195.00

Support and Maintenance Fees:

Year 2 Monthly Hosting and Support and Maintenance	\$13,836.00
Year 3 Monthly Hosting and Support and Maintenance	\$13,836.00
Year 4 Monthly Hosting and Support and Maintenance	\$13,836.00
Year 5 Monthly Hosting and Support and Maintenance	\$13,836.00
Year 6 Monthly Hosting and Support and Maintenance	\$13,836.00

EXHIBIT C INSURANCE

General.

- A. At the same time as execution of this Agreement, the Contractor shall furnish the City a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to City. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The Contractor and any of its subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect Contractor from liabilities that might arise out of the performance of the Agreement services under this Agreement by Contractor, its agents, representatives, employees, subcontractors, and the Contractor is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Contractor from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Contractor shall execute a written contract with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Contractor in this Agreement. The Contractor is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

Minimum Scope and Limits of Insurance. The Contractor shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess Insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles*
Vehicle Liability: Contractor must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of

this paragraph, the Excess or Umbrella Insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance:* Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.
- D. *Professional Liability.* If the Agreement is the subject of any professional services or work performed by the Contractor, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor, or anyone employed by the Contractor, or anyone whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, and the Contractor, or its selected Design Professional will submit Certificates of Insurance as evidence the required coverage is in effect. The Design Professional must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3 year period.
- E. *Technology Errors and Omissions Liability including Network Security and Privacy Liability*

For Contracts under \$500,000

	Minimum Limits:
Per Loss	\$ 3,000,000
Aggregate	\$ 3,000,000

For Service Contracts over \$500,001

	Minimum Limits:
Per Loss	\$ 5,000,000
Aggregate	\$ 5,000,000

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

If such insurance is maintained on an occurrence form basis, Contractor shall maintain such insurance for an additional period of 1 year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of 3 years following termination of the Contract.

If Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then Contractor shall provide proof of same.

The insurance shall provide coverage for the following risks

- a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
- b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
- c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.

Additional Requirements:

- a. The policy shall provide a waiver of subrogation

Additional Policy Provisions Required.

- A. *Self-Insured Retentions or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
 1. The Contractor's insurance must contain broad form contractual liability coverage.
 2. The Contractor's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the Contractor and must not contribute to it.
 3. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Coverage provided by the Contractor must not be limited to the liability assumed under the indemnification provisions of this Agreement.
 5. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the Contractor for the City.
 6. The Contractor, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The Contractor must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
 7. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this

acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement.

B. *Insurance Cancellation During Term of Contract/Agreement.*

1. If any of the required policies expire during the life of this Contract/Agreement, the Contractor must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the required insurance provisions.
2. Each insurance policy required by the insurance provisions of this Contract/Agreement shall provide the required coverage and shall not be suspended, voided or canceled except after 30 days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent directly to Chandler Law-Risk Management Department, Post Office Box 4008, Mailstop 628, Chandler, Arizona 85225. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation, suspension, non-renewal of any insurance within 7 days of receipt of insurers' notification to that effect.

A. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:

1. The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Contractor including the City's general supervision of the Contractor; Products and Completed operations of the Contractor; and automobiles owned, leased, hired, or borrowed by the Contractor.
2. The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

EXHIBIT D
SPECIAL CONDITIONS

City Ownership of Project Documents. All work products (electronically or manually generated) including, but not limited to: plans, specifications, cost estimates, tracings, studies, design analyses, original drawings, Computer Aided Drafting and Design (CADD) file diskettes which reflect all final drawings, and other related documents which are prepared in the performance of this Agreement (collectively referred to as "Documents") are to be and remain the property of the City and are to be delivered to the City Representative before the final payment is made to the Contractor. In the event these Documents are altered, modified or adapted without the written consent of the Contractor, which consent the Contractor shall not unreasonably withhold, the City agrees to hold the Contractor harmless to the extent permitted by law from the legal liability arising out of the City's alteration, modification or adaptation of the Documents.

Contractor to Retain Copyrights. The copyrights, patents, trade secrets or other intellectual property rights associated with the ideas, concepts, techniques, inventions, processes or works of authorship developed or created by the Contractor, its subcontractors or personnel, during the course of performing this Agreement or arising out of the Project shall belong to the Contractor.

License to City for Reasonable Use. With this Agreement, the Contractor and its subcontractors hereby grant a license to the City, its agents, employees, and representatives for an indefinite period of time to reasonably use, make copies, and distribute as appropriate the Documents, works or deliverables developed or created as a result of the Project and this Agreement. This license also includes the making of derivative works. In the event that the derivative works require the City to alter or modify the Documents, then the provisions of this section apply.

Offshore Performance of Work Prohibited. Due to security and identification protection concerns, direct Services under this Contract must be performed within the borders of the United States. Any Services that are described in the scope of work that directly serve the City and may involve access to secure or sensitive data or personal client data or development or modification of software for the City must be performed within the borders of the United States. Notwithstanding anything to the contrary, and unless stated otherwise in the scope of work, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of this Contract.

Support Services:

ATL shall provide Support Services pursuant to the Agreement and according to the further terms and conditions set forth below to Client for Software Services listed in a Quote, so long as Client has paid the applicable Software Fee and is not in breach of any provision of the Agreement.

1. SUPPORT SERVICES

1.1 Software Support. ATL shall perform the following Software Support Services on a per incident basis: (i) assist Client in diagnosing reported Errors; and (ii) provide technical services to Client to attempt to correct diagnosed Errors. Software Support Services include support of Content. A Support Incident may require multiple interactions and off-line research to resolve it. Please note that a Support Incident Involving an ATL Software Service bug will not be applied against Client's contracted support incidents.

1.2 Hardware Support. ATL does not provide support for hardware at Client's site.

1.3 Work Not Covered. The following items are outside the scope of Support Services and are subject to additional charges billable in accordance with ATL's then current time and materials support policy: All time associated with problems or service calls that arise from: (i) Client's negligence; or (ii) alterations made or damage caused by parties other than ATL or its authorized representatives. ATL shall not be responsible for Client's computer network or for any connectivity or other related issues that prevent Client from gaining access to the Software Services.

2. DUTIES OF CLIENT

2.1 Administrator. Client shall designate a Software Services administrator. The administrator must have a working knowledge of the administrative module of the Software Services and Client data files and shall generally be responsible for template set-up, template management, and recording and reporting Errors and other problems. The administrator must attend the entire online administrative overview training session.

3. HOURS OF COVERAGE

3.1 Principal Period of Support. The principal period of support ("PPS") is an eight (8) hour period beginning at 8:00 a.m. ET and ending at 5:00 p.m. ET (Monday through Friday, excluding holidays) in the contiguous United States.

3.2 After Hours Support. The after-hours support (AHS) is from 5:01pm - 7:59am and covers the "Platform" only.

3.3 Hourly Support Service. Support Services that are performed outside of the PPS, at the request of the Client, or that are outside the scope of, or in addition to, the Support Services detailed herein, shall be deemed hourly service, and Client shall be billed in accordance with ATL's then current time and materials support policy. Upon Client's request, ATL shall provide a written estimate of the cost to perform the work prior to beginning work on any task that is being billed in accordance with ATL's time and materials support policy.

4. PROCEDURES

4.1 Help Desk. Requests for Support Services will be directed to ATL customer support by calling the help desk telephone line or by sending an email or submitting a web form request to the help desk, if such Internet contact methods are available. If, during the PPS, ATL customer support personnel are unavailable to answer Client's call or immediately respond to Client's submission of email or web form requests, ATL shall respond to Client within 2 hours of Client contacting the help desk during normal business hours if deemed to be a High Severity incident. ATL will work with the Client to categorize the reported problems by severity and update the customer support problem-reporting database as appropriate. ATL will use commercially reasonable efforts to resolve requests for Support Services reported by Client during the PPS in accordance with the severity matrix below, which severity level shall be finally determined by ATL, in its sole discretion. The resolution times set forth in the chart below are target

times only and are not guaranteed. **NOTE:** Support incidents are triaged by SaaS Plan and Severity, with Premier support incidents taking priority.

4.2 Authorized Contacts. Client may designate up to a maximum of two (2) authorized contacts per Client account. Additional contact people shall result in an additional charge to the Client. Client shall provide to ATL a list of its authorized contact people by the Effective Date of the Agreement. Client must give ATL prior notice of any proposed changes to the list of authorized contact people. The two (2) initial authorized contact people and any replacement contact people will not be authorized to contact the help desk until they have received the proper training from ATL.

5. SOFTWARE RELEASES

Subject to Client's payment of the Software Services Fee and compliance with all terms of the Agreement, ATL will provide Client access to Releases that are issued by ATL during the Term. Releases will be updated in the Software Services hosting environment at ATL's discretion with prior notice to Client. Updates will not take place during business hours, unless required to mitigate a specific issue affecting Client's usage of Software.

6. CONTENT LIBRARY

During the Term, provided that Client has paid the Software Services Fee, Client shall have access to ATL's Content library.

7. THIRD PARTY DATABASES

During the Term, provided that Client has paid the Software Services Fee, Client may purchase certain third-party databases pursuant to an applicable Quote. Such third-party databases will be periodically updated during the Term provided that Client has paid the Software Services Fee and Fees for such third-party databases.

Support Services Severity Matrix:

Severity	Definition	Target Resolution	Actions
High	Error that renders the Software Services Inoperative or causes the Software Services to fail catastrophically.	Within 4 business hours	ATL shall promptly initiate the following procedures upon confirmation of the defect by ATL: (1) assign a senior customer support representative to correct the Error; (2) notify senior ATL management that a high severity defect has been reported and that steps are being taken to correct the defect; (3) provide Client with periodic reports on the status of the resolution; and (4) commence work to provide Client with a workaround or fix.
Medium	Error that materially restricts Client's use of the Software Services.	Within 1 business day	ATL shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and use commercially reasonable efforts to include the fix for the Error in the next Release.
Low	Error that causes only a minor impact on Client's use of the Software Services and/or an Error for which a workaround is available.	Within 3 business days	ATL shall assign customer support to correct the Error, provide Client with periodic reports on the status of the resolution, and may in its discretion include the fix for the Error in the next Release.

Data Use and Security:

This Data Use and Security Agreement ("Data Agreement") is made and entered into as of the date of the Agreement by and between ATL and Client and is incorporated into the Agreement by this reference and shall be subject to the terms and conditions of the Agreement and its Schedules.

WHEREAS, ATL has a hosted software solution; and

WHEREAS, Client uses certain software services of ATL under the Agreement; and

WHEREAS, Client is committed to compliance with all state and federal statutes and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (as amended, "HIPAA") and regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Aggregated Data shall mean Data from multiple Clients in the ATL UMS On-Demand Network.

1.2 Authorized Purpose shall mean any use by ATL or an ATL Contractor of Client Data as provided for in this Data Agreement or the Software and Services Subscription Agreement.

1.3 Client Data shall mean information from Client's ATL UMS System shared with the ATL UMS On-Demand Network. Client Data does not include the data prohibited by Section 2.2 below.

1.4 ATL Contractor shall mean a third party that will have access to Client Data through the ATL UMS On-Demand Network and agrees to be bound by a Data Use Agreement which shall include at least the same restrictions, terms, and conditions that apply to the ATL UMS On-Demand Network under this Data Agreement with respect to Client Data.

2. OBLIGATIONS OF PARTIES

2.1 This Data Agreement addresses ATL's access to and use of Client Data.

2.2 Client Data. Client owns all right, title and interest to the client data. By participating in the ATL UMS On-Demand Network, Client agrees that ATL may, through its VPN network, use Client Data for any Authorized Purpose. Client agrees that it will under no circumstances store, process, or submit protected health information (as defined under HIPAA) or any other types of regulated data on any ATL hardware or ATL software. ATL shall not be liable to the extent that the Client breaches this Section 2.2, and in the event that Client breaches this Section 2.2, notwithstanding anything to the contrary in the Software and Services Subscription Agreement, or Section 2.8 below, ATL shall have the right to immediately terminate the Software and Services Subscription Agreement upon notice to Client without any cure period.

2.3 Use of Client Data. ATL agrees to use and disclose Client Data only for an Authorized Purpose. Client also agrees that ATL may host in the ATL UMS On-Demand Network archive copies of Client Data disclosed or transmitted to an ATL Contractor.

2.4 Safeguards against Misuse of Information. ATL will use appropriate physical, technological and administrative safeguards to prevent the use or disclosure of Client Data, other than as permitted under this Data Agreement, and to protect the security, integrity and availability of electronic Client Data to which it has proper access.

2.5 Reporting of Unauthorized Disclosures. ATL shall promptly upon becoming aware of any use or disclosure of Client Data in violation of this Data Agreement by any of its officers, directors, employees, contractors or agents or by a third party to which ATL discloses Client Data, report such disclosure, in writing, to the Client from which the Client Data had been obtained.

2.6 Agreements by Third Parties. Each agent, ATL Contractor, or other person that has or will have access to Client Data through the ATL UMS On-Demand Network shall agree to be bound by a Data Use Agreement which shall include at least the same restrictions, terms, and conditions that apply to the ATL UMS On-Demand Network under this Data Agreement with respect to Client Data.

2.7 Notice of Request for Data. ATL agrees to notify Client promptly upon receipt of any request for production or subpoena of Client Data, in connection with any governmental investigation or governmental or civil proceeding.

2.8 Termination upon Breach. This Data Agreement may be terminated by either party upon five (5) days prior written notice to the other party in the event that such other party breaches any provision of this Data Agreement and such breach is not cured within such five (5) day period. Upon termination, Client will no longer allow ATL or an ATL Contractor to access, use or disclose Client Data. Each party shall have the right to fully exercise any remedy existing at law or in equity in the event the other party breaches or violates this Data Agreement.

2.9 Survival of Terms. The terms and provisions of this Data Agreement that protect Client Data shall survive expiration or termination of this Data Agreement and such information shall thereafter only be used or disclosed for the Authorized Purpose.

2.10 Entire Agreement. This Data Agreement supersedes all previous representations, understandings or agreements regarding the Client Data and shall prevail notwithstanding any variance with terms and conditions of any other document submitted by or on behalf of Client or ATL regarding the Client Data, provided, that, to the extent the Client enters into a Study Agreement with ATL or an ATL Contractor outlining the terms of the Client's participation in a specific Study, the terms of such Study Agreement shall govern the use of Client Data for such Study.

Service Levels:

General. This Schedule sets forth the Service Levels. As this is a lower cost hosting option there are concessions that have been made. ATL will use commercially reasonable efforts to make the Software Services available during the service period (8:00-8:00pm ET).

1. Service Level Credits. ATL shall issue credits ("Service Level Credits") to Client for any failure by ATL, as defined in section 5, to meet or exceed a Service Level in accordance with this Schedule (3). Service Level Credits will be issued on a monthly basis based upon ATL's performance of the Software Services in the prior month and will be applied against ATL's next monthly invoice for the Software Services.

2. Measurements and Reporting. Commencing on the first Access date, ATL shall provide Client a monthly report in sufficient detail to verify ATL's performance of the Software Services as measured by the Service Levels.

3. Exclusions. ATL shall not be responsible for its failure to meet any Service Levels to the extent its performance of the Software Services is adversely affected by the occurrence of any of the following events:

- (i) Client's failure to perform its obligations under the Agreement;
- (ii) the wrongful acts or omissions of Client or any of its third-party vendors;
- (iii) the failure of any of Client's employees to adequately perform their tasks related to the Software Services;
- (iv) unreasonable, untimely, incomplete or inaccurate information from Client;
- (v) the failure of a Client's equipment or software in a manner that is not ATL's fault;
- (vi) the occurrence of a Force Majeure Event, which shall mean a delay in the performance of ATL's obligations under the Agreement if and to the extent caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, wars, acts of terrorism, rebellions or revolutions in any country; acts or omissions of third parties; or any other cause beyond the reasonable control of that party;
- (vii) Scheduled Downtime (as defined below); and/or
- (ix) other reasons outside of ATL's control, including any of the following:

- Failure of any connectivity not provided by or on behalf of ATL, including external connectivity used by teleworkers to the extent such external connectivity is not provided by ATL.
- Failure of electric utility power at the Client's facilities, provided that such failure is not arising from or related to any act or omission of ATL or its agents.
- Domain Name Service (DNS) failure, when such services are not under ATL's control or controlled or provided by an agent of ATL.
- Scheduled maintenance or system updates to the Software Services performed by ATL personnel or its representatives.
- An equipment or software failure of any ATL server so long as the failure does not affect the ability for the Client to print from or access the Software Services.
- Any problems accessing any email, web address, or application other than those directly provided by ATL, or controlled or provided by an agent of ATL for the Software Services.
- Any third-party application that is installed or updated by Client and/or a third party that causes the Software Services to lose any degree of functionality. As an example, many third-party programs may rely on function libraries or other components which may be overwritten by Windows OS or Office updates, or another third-party application that causes the Software Services to no longer function. Some websites may not be accessible due to system security settings or version conflicts (JVM, ActiveX, plug-ins, etc.). Some third-party applications may rely on access to external servers or services which are not hosted by ATL (email, interface servers, web portals, etc.).

4. Scheduled Downtime. ATL's standard maintenance window is each Sunday night from 6:00 p.m. ET to 5:00 a.m. ET ("Standard Window") at which time the

Software Services may be unavailable for use due to scheduled maintenance. In addition, ATL may perform scheduled maintenance from 1:00 a.m. ET to 5:00 a.m. ET each morning and ATL will notify Client for any maintenance expected to prevent access to the Software Services for more than 15 minutes. The notification shall include the reason and the procedure for implementing the change.

5. Service Levels and Credits. There is a separation in Service Level between the "platform" and the "software". They are described as follows:

Platform: Is the systems upon which the software runs. If user is able to connect to the login page the platform is considered available.

Software Is the supporting software (Citrix) and the actual LIMS software, if the user is able to login to the system and can see the software icon but not launch the software then software is considered down.

The separation in service level is the result of the customer having a LIMS administrator with the capability to adversely affect the LIMS system potentially causing an outage.

Service Level Credits will be issued per hour of lost use if the platform is off line during a time which specifically affects customer business only.

Up Time Guarantee	
Platform (VMs/Connectivity)	99.9%
LIMS Software	99.0%
SLA Guarantee Remediation	Yes - hourly
Certification /Level	Tier 3/SSAE16/ISO27001 Certified
Location(s)	Multiple Regional Datacenters
High Availability	Yes (Multiple Data Centers)
Hardware Failover	Guaranteed
Last Mile Network	Yes
Redundancy	
Last Mile Power Feed	Yes
UPS Redundancy	Redundant UPS units
Power Feed Redundancy	Multiple Generators
Physical Security	Multiple layer card access
Surveillance	Video and human 24/7/365
Full Backups	Daily
Retention Time	7 days
Time to Restore	8 hours
Monitoring	24/7/365
Security Monitoring	24/7/365
Infrastructure	Multi-tenant design (with appropriate security)
Virtual Machine Use	Multi-tenant

6. Back Up Scheduling. Commencing on the Go Live date and continuing for the remainder of the term of the Agreement, ATL or its subcontractors will provide and administer a backup solution for the Client in order to facilitate data recovery by backing up the Client's data (including, but not limited to, an off-line "snap-shot" of the database being used to store Client's data) at the end of each business day. The tape backup optional solution, as defined on quote, will allow for the following with respect to the data for Client:

- Allow data recoverability daily for the prior two weeks backups;
- Allow data recoverability weekly for the previous calendar month; and
- Allow data recoverability monthly for 12 previous months.

EXHIBIT E
MASTER SOFTWARE & SERVICES AGREEMENT

MASTER SOFTWARE & SERVICES AGREEMENT

This MASTER SOFTWARE & SERVICES AGREEMENT (the "Agreement") is effective the _____ day of _____, 20____ ("Effective Date") by and between _____, a _____, having a principal place of business at _____ ("Customer"), and Accelerated Technology Laboratories, Inc., a North Carolina corporation, having its principal place of business at 496 Holly Grove School Road, West End, NC 27276 ("ATL").

In consideration of the obligations, covenants, and agreements set forth below and other valuable consideration the sufficiency of which is hereby acknowledged, the Parties have executed the Agreement effective as of the Effective Date. Any Non-Disclosure Agreement executed by the Parties (the "NDA"), Exhibit A (Maintenance & Support Services) attached hereto, each Quote (Software and Services Fees) executed by the Parties and each Statement of Work or SOW executed by the Parties are incorporated into the Agreement by reference and together herewith constitute the entire understanding of the Parties with respect to the subject matter hereof.

1. DEFINITIONS

1.1. "Customer Content" shall mean the data, internal process designs and workflows, content, materials, formats, logos, materials, trademarks, and service marks (in any form, method or manner of expression or communication now known or hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark) provided by Customer to ATL for incorporation into the Technology or for use in connection with the Agreement, and all associated Intellectual Property Rights.

1.2. "Deliverable(s)" shall mean any and all software and computer programs (both executable code and Source Code versions), configurations, documentation, graphics, improvements, interfaces, inventions, materials, modifications, sounds, techniques, Third Party Software, tools, and other technology or works of authorship (in any form, method or manner of expression or communication now known or that hereinafter becomes known; whether or not tangible or intangible, or able to be protected by trade secret, patent, copyright, or trademark), and any work product comprising the same, conceived, created, delivered, developed, or reduced to practice in connection with the Services, and all associated Intellectual Property Rights.

1.3. "Include" and variations thereof shall mean "include without limitation" and "including without limitation."

1.4. "Intellectual Property Rights" shall mean any and all right, title, and interest, including patent applications, patents, (including reissues, continuations, divisions, continuations-in-part and extensions), trade secrets, copyrights, (including renewals, revivals, or extensions thereof, and any moral rights resulting there from), database rights, trademarks, service marks, or trade names, and any and all other intellectual property or proprietary rights recognized or enforceable under any United States federal or state law, rule or regulation, non-United States law, rule or regulation or international treaty.

1.5. "Internal Business Purpose" shall mean for the benefit of Customer as part of its internal processes or as part of the services it provides to its customers in the ordinary course of business, and not for resale or sublicense to third parties.

1.6. "Losses" shall mean any and all losses, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

1.7. "Maintenance & Support Services" shall mean the maintenance and support of the Technology conducted by ATL, its agents or

contractors, for Customer as further described on Exhibit A (Maintenance & Support Services), if applicable.

1.8. "Maintenance Term" shall mean, unless earlier terminated in accordance with the Agreement, the period set forth on each Quote with respect to the Maintenance & Support Services for particular Software, plus any renewals thereof.

1.9. "Party" or "Parties" shall mean, individually, Customer or ATL as the context requires and, collectively, both Customer and ATL.

1.10. "Professional Services" shall mean the consulting, configuration and other technical services conducted by ATL for Customer as described in a Statement of Work, if applicable.

1.11. "Project" shall mean the project mutually agreed to by the Parties in which Professional Services are conducted.

1.12. "Project Term" shall mean, unless earlier terminated in accordance with the Agreement, the period, as may be set forth in an SOW, in which Professional Services are being performed under the Agreement

1.13. "Quote" shall mean the agreement between ATL (or its authorized reseller) and Customer regarding the specific Software and/or Services (and applicable fees) to be provided to Customer subject to this Agreement (where applicable).

1.14. "Services" shall mean Professional Services and Maintenance & Support Services.

1.15. "Software" shall mean, if applicable, the object code version of the software and computer programs set forth on each Quote, the object code version of Third Party Software incorporated therein or provided there-with, and related documentation.

1.16. "Source Code" shall mean a computer program or software, as the case may be, (i) in human-readable, high-level language form which, when compiled or assembled, becomes the executable object code of such software program, (ii) related scripts, HTML, dynamic HTML, XML, and other interpreted language modules which encode

processes, schemas, or formats, and (iii) programmer annotations, commentaries, and version control mechanisms relating to the foregoing.

1.17. "Statement of Work" or "SOW" shall mean, if applicable, a document (including email) in which the representatives of each Party mutually agree in writing to the specific professional services to be performed for the Project.

1.18. "Technology" shall mean the Software, Deliverables, and Updates, and derivative works thereof, along with associated Intellectual Property Rights, but excluding any Customer Content Incorporated therein.

1.19. "Third Party Software" shall mean third party software provided to Customer with or incorporated in the Technology by ATL, its agents or contractors.

1.20. "Updates" shall mean maintenance releases, updates, enhancements, patches, bug fixes, and corrections of the Software periodically made available to ATL's customers purchasing Maintenance & Support Services, but does not include additional modules sold to ATL's customers at an additional cost and not licensed in a Quote.

2. SOFTWARE

2.1. Delivery. Promptly after acceptance of each Quote, whether by Customer's execution of the Quote or evidenced by Customer's submission to ATL of a purchase order referencing the Quote, ATL shall provide the applicable Software, related documentation, and enumerated license keys to Customer as set forth on such Quote. Upon such shipment of the Software, ATL (or its authorized reseller) shall invoice Customer the Software fees set forth on the respective Quote.

2.2. Equipment. ATL shall not be responsible for any computer equipment and operating software required to use the Software, or for such equipment and operating software conforming to the minimum configuration requirements specified in the documentation provided to Customer by ATL.

2.3. Escrow. ATL has deposited at InnovaSafe, Inc. a copy of the Source Code form of the Software,

Including related documentation (but excluding Third Party Software), pursuant to its InnovaSafe Escrow Agreement. Upon written request from Customer, ATL will provide Customer with a copy of such agreement. During the Maintenance Term, Customer may be, at its option and expense, a beneficiary under such agreement, provided that in the event Customer fails to purchase or renew the annual Maintenance & Support Services, ATL may, in its sole discretion, remove Customer as a beneficiary.

3. SERVICES

3.1. **Maintenance & Support Services.** In consideration of the Maintenance & Support Services fees and Customer's use of the Software in accordance with the Agreement, ATL shall perform the Maintenance & Support Services for Customer. ATL (or its authorized reseller) shall invoice Customer the Maintenance & Support Services fees set forth on each Quote upon shipment of the Software and ninety (90) days prior to any renewal thereof. The Maintenance Term shall automatically renew for successive one (1) year periods, unless either Party provides to the other Party written notice of its intention to terminate at least sixty (60) days prior to the expiration. Failure by Customer to make payment of ATL's renewal invoice in such time-period shall be deemed intention to terminate. If Customer terminates Maintenance & Support Services, Customer may reinstate such Services on a limited basis at a later date upon payment of the amount that the Customer would have paid had there been no lapse in such Services plus a 10% reinstatement fee. Customer may only purchase or terminate Maintenance & Support Services for the aggregate number of concurrent or specified named users as set forth on all Quotes, if applicable. Each Party acknowledges that Maintenance & Support Services shall at least cover each version of the Software for a period of two (2) years following its official ATL quality release, but may not cover previous versions.

3.2. **Professional Services.** In consideration of the Professional Services fees, ATL shall perform the Professional Services for Customer as described in each SOW. Customer acknowledges that any milestone dates established in the SOW are good

faith estimates only and that accomplishment of any milestone dates is dependent on Customer's timely performance of its obligations under an applicable SOW as well as factors outside the control of either Party. Unless otherwise set forth in an SOW or Quote, ATL (or its authorized reseller) shall invoice Customer on a semi-monthly basis for the Professional Services fees set forth on each Quote and other expenses incurred in the performance of Professional Services. Customer may terminate Professional Services upon thirty (30) days prior written notice to ATL. In such event, Customer shall pay ATL, in accordance with the terms and conditions hereunder, for all Professional Services completed on a time and materials basis up to the effective date of termination, including for all contractual commitments and resource allocations made by ATL prior to the notice of termination.

3.3. **Fees/Rates.** Services fees or rates shall be as set forth on each Quote for the duration of the Professional Services set forth in an applicable SOW and of the annual period of Maintenance & Support Services set forth on such Quote. Thereafter, such fees or rates may be prospectively adjusted by ATL, but shall in no event exceed ATL's prevailing, published list fees, rates, or adjustments for such Services.

3.4. **Insurance.** ATL agrees to maintain worker's compensation coverage, as applicable, combined single limit automobile liability coverage of one million U.S. dollars (\$1,000,000), commercial general liability coverage of one million U.S. dollars (\$1,000,000) each occurrence and two million U.S. dollars (\$2,000,000) in the aggregate, and umbrella liability coverage of two million U.S. dollars (\$2,000,000) for the duration of the Professional Services delivered under an applicable SOW.

3.5. **Change Control & Acceptance.** The Parties shall follow ATL's change control and acceptance procedures as may be further detailed in an SOW. If no such procedures are detailed in the SOW, then the following procedure shall apply: Any change to scope of the Professional Services, the required Deliverables, or any other aspect of the Project shall be timely requested, in writing, by Customer. ATL

shall respond, in writing, with (i) requests for more information, (ii) a proposal describing the fee and schedule impact of implementing the requested change or any portion thereof, including a supplemental Quote, and/or (iii) a rejection of the change request. Unless specified otherwise on its face, any proposal pursuant to subsection (ii) above shall be good for ten (10) business days, during which time Customer may indicate its acceptance of such proposal by executing it or by submitting a purchase order referencing such proposal and/or Quote. ATL is under no obligation to proceed with making the change until the Parties have agreed on the cost and schedule impact, as well as the specifications for the revised Software or other Deliverables. Customer is aware that certain changes in the scope of Professional Services or any changes to an accepted Deliverable may result in additional Professional Services fees.

3.6. **Project Leader.** Customer will designate a sufficiently senior, skilled, and authorized Project leader within its internal Project team to be responsible for facilitating communication, resolving issues, and arranging for ATL access to Customer Content, personnel, equipment, offices, and other Customer resources necessary for ATL's performance of the Agreement. Customer acknowledges and agrees that ATL's performance under the Agreement is dependent on such access. Customer may at any time designate a replacement or successor Project leader by providing timely written notice to ATL.

3.7. **Non-Exclusive.** Customer acknowledges that ATL's personnel performing the Services may be employees or subcontractors of ATL or its affiliates. Subject to any applicable confidentiality obligations, such personnel may provide similar services or deliverables from time to time to other customers of ATL using their skill, knowledge, experience, and know-how, including those gained in the course of performing the Services.

4. INTELLECTUAL PROPERTY

4.1. **Confidential Information.** Each Party acknowledges that during the performance of the Agreement it will have access to certain non-public information of the disclosing Party that is designated

as confidential or proprietary and that derives independent value from not being generally known to the public, or of third parties that the disclosing Party is required to maintain as confidential (collectively "Confidential Information"). Such information shall be treated as Confidential Information under this Agreement, and, as applicable, under the NDA, whichever as applied to such information offers greater protection. The recipient of Confidential Information shall not disclose such information outside of recipient, except as permitted herein in the performance of Services, and shall keep such information confidential using the same degree of care, but never less than a reasonable degree of care, as the recipient uses to protect its own Confidential Information of a like nature. Customer's Confidential Information shall include the Customer Content. ATL's Confidential Information shall include the terms and conditions of the Agreement and the Technology (in any form or media, including Source Code).

4.2. **Ownership.** As between ATL and Customer, Customer owns all right, title, and interest to the Customer Content, and ATL or its licensors own all right, title, and interest to the Technology. Accordingly, Customer assigns and transfers to ATL all ownership and Intellectual Property Rights in the Technology. Customer agrees to execute any instruments and to do all things reasonably requested by ATL to vest ATL with all ownership and Intellectual Property Rights in the Technology.

4.3. **License.** Subject to the terms and conditions contained in the Agreement, and further subject to any license agreements to Third Party Software (as may appear on the Software media or the install of the Software), ATL hereby grants to Customer, and Customer hereby accepts, a personal, nonexclusive, non-transferable, non-sublicensable right and license for Customer's Internal Business Purposes only (i) to install the Technology on that number of servers at the installation address(es) as set forth on the applicable Quote, and (ii) for each concurrent or specified named user as set forth on the applicable Quote (or, if a site license, for all uses at the specified site) to use the Technology in accordance with its documentation. ATL agrees that the license grant shall entitle Customer to allow third party

consultants, auditors and service providers to access and use the Technology for the sole purpose of providing services to Customer, subject to the confidentiality provisions, license restrictions and user limitations. The Customer acknowledges that the use of an intermediate user interface, portal, or page to aggregate data, information, or actions from multiple individuals or users into the Technology shall not be treated as a single named or concurrent user under the Agreement, but the number of individuals or concurrent users accessing such interface or providing such data or information shall each be deemed a separate named or concurrent user under this Agreement, as the case may be. Customer grants to ATL and its agents during the term of any applicable Services, the non-exclusive right and license to use, reproduce, modify, and create derivative works of the Customer Content solely in connection with the Agreement.

4.4. **Back-Up Copy.** Customer may create one (1) copy of the Technology for back-up and archival purposes only, and for no other purpose whatsoever, provided Customer affix notice of ATL's or its licensors' applicable copyright in such copy.

4.5. **Restrictions.** Any rights not expressly granted by a Party are reserved by such Party, and all other implied licenses are disclaimed. Each Party shall not exceed the scope of the licenses granted. Except as otherwise expressly provided, Customer shall not modify, create derivative works of, sublicense, market, copy, co-brand, private label, publish, publicly display, grant third parties the right to use, frame or link to any Technology. Except for its Internal Business Purpose, Customer shall not use any Technology in any manner to provide service bureau or time-sharing services to third parties or for the benefit of third parties. Customer shall not reverse engineer, decompile, translate, adapt or disassemble, or in any way attempt to reconstruct or discover any Source Code of any Technology by any means whatsoever. Customer may not use any Third Party Software except as part of the Software. Customer shall not bypass or disable any protections put in place by ATL or its licensors against unlicensed use of the Technology. Customer shall not remove any proprietary trademark or copyright notice

Incorporated In, marked on or affixed to any Technology by ATL or its licensors. Customer shall not cause or permit any third party to do any of the foregoing. Customer agrees to notify ATL immediately of any unauthorized use of any Technology.

4.6. **Restricted Rights.** If Customer is directly or indirectly acquiring the Technology on behalf of the U.S. Government, the Technology is classified as "Commercial Computer Product" and "Commercial Computer Documentation" developed at private expense, contains confidential information and trade secrets of ATL and its licensors, and is subject to "Restricted Rights" as that term is defined in the U.S. Federal Acquisition Regulations. Manufacturer is: Accelerated Technology Laboratories, Inc., 496 Holly Grove School Road, West End, NC 27276, USA.

4.7. **Export Controls.** Customer agrees to adhere to all applicable laws, regulations and rules relating to the export of technical data and shall not export or reexport the Technology to any proscribed country (or national or resident of such country) listed in such applicable laws, regulations and rules unless properly authorized. Customer shall cooperate with ATL consistent with such laws, rules, and regulations.

4.8. **Inspection/Audit.** Upon reasonable prior notice from ATL, Customer shall provide to ATL and its reasonably designated representatives access to (i) any facility or part of a facility in which the Technology is being used, (ii) any personnel using the Technology, and/or (iii) any data or records relating to the Technology or the Agreement for the purpose of verifying compliance with the Agreement.

5. PAYMENT

5.1. **Payment Terms; Taxes.** ATL shall provide invoices to Customer via email and/or mail. Customer shall pay all invoiced amounts to ATL within thirty (30) days from the date of invoice. All fees set forth on each Quote exclude all sales, use, value added, or similar federal, state, local or foreign tax, related to the Agreement. Customer shall be responsible for, and agrees to pay, for all such taxes, other than taxes based on ATL's net income, whether set forth on an invoice or otherwise. Customer

hereby acknowledges that no purchase order is required for timely payment of its obligations hereunder. Upon request by ATL, Customer shall issue ATL a purchase order for the Software and/or Services within ten (10) business days.

5.2. **Late Payments.** In addition to any other rights of ATL hereunder, ATL may charge Customer interest on the outstanding balance of any overdue fees, charges or expenses at a rate equal to one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower. Customer shall reimburse ATL for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. In addition to ATL's rights under Section 8.3 hereof, ATL's obligations, and Customer's rights and licenses are subject to the Customer's timely payment of all fees hereunder.

6. WARRANTIES & COVENANTS

6.1. **Compliance With Laws.** Each Party warrants to the other Party that its performance under the Agreement will not be in violation of any applicable law, rule, or regulation in any material respect, and that it has all rights necessary to grant the other Party the rights set forth in the Agreement.

6.2. **Software.** For the longer of ninety (90) days following the Effective Date, or sixty (60) days following such Software being delivered, installed or otherwise made available to Customer, ATL warrants that the shipped version of the Software shall substantially comply with the specifications in its documentation under normal use on the minimum configuration, provided that there are no modifications or other changes to the Software not made or authorized in writing by ATL. Upon receipt of notice of a defect during such period, ATL shall, at ATL's expense and as Customer's sole remedy, use commercially reasonable efforts to correct or replace the defective Software.

6.3. **Services.** ATL warrants that the Services will be provided through the use of reasonable care and in a professional and workmanlike manner.

6.4. **Non-Solicitation.** Each Party agrees that it will not solicit the employment or consultancy of,

offer employment or consultancy to, or otherwise hire or contract any employee of the other Party it is introduced to or becomes aware of in connection with the Professional Services during the Project Term and for two (2) years thereafter.

6.5. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE 6, THE TECHNOLOGY AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, INTERFERENCE, MERCHANTABILITY, NON-INFRINGEMENT AND SYSTEM INTEGRATION.

6.5.1. ANY USE OF THE TECHNOLOGY OR CUSTOMER CONTENT BY CUSTOMER IS AT SUCH CUSTOMER'S OWN RISK. ATL DOES NOT WARRANT THAT THE OPERATION OF THE TECHNOLOGY OR CUSTOMER CONTENT SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS SHALL OR CAN BE CORRECTED.

6.5.2. IF THE EXCLUSIONS SET FORTH IN THIS SECTION 6.5 ARE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE, AND NO WARRANTIES OR CONDITIONS SHALL APPLY AFTER THAT PERIOD.

7. INDEMNIFICATION & LIMITS OF LIABILITY

7.1. **Customer Indemnification.** Customer agrees to defend, indemnify and hold harmless ATL, its affiliates, and their respective licensors, directors, officers, employees, agents, successors, and assignees from and against any and all losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of Customer, or its employees and agents; (ii) use of the Technology by Customer, or its employees and agents, not in accordance with this Agreement; and/or (iii) assertions that the Customer Content infringes such third party's U.S. Intellectual Property Rights.

7.2. **ATL Indemnification.** ATL agrees to defend, indemnify and hold harmless Customer, its affiliates, and their respective directors, officers, employees, agents, successors, and assignees from and against any and all Losses incurred or asserted by any third party arising out of (i) the gross negligence or intentional misconduct of ATL, or its affiliates, employees and agents; (ii) use of the Customer Content by ATL, or its employees and agents, not in accordance with this Agreement; and/or (iii) assertions that the Technology infringes such third party's U.S. Intellectual Property Rights.

7.3. **Exceptions.** ATL's indemnity obligation shall not extend to any claims (i) if the Technology is modified by any party other than ATL, (ii) arising out of or related to a combination of the Technology with hardware or software not provided by ATL, (iii) if Customer refuses, after express notice from ATL, to use the most-current version of the Technology in place of the earlier version, (iv) if Customer fails to promptly notify ATL of the claim, (v) if Customer fails to promptly give ATL sole control over the defense and settlement of the claim, and/or (vi) if Customer fails to promptly provide ATL reasonable cooperation (including furnishing all related evidence) in such defense or settlement.

7.4. **Injunction.** In the event of actual or alleged infringement or injunction, ATL shall have the right at its expense and option, and as Customer's sole and exclusive remedy, to: (i) procure for Customer the right to continue using the Technology; (ii) modify or replace the Technology with compatible, functionally equivalent, non-infringing component(s); or (iii) terminate the Agreement without any liability, remove the Technology from Customer, and refund to Customer a pro-rata portion of the Software fees paid by Customer based on a straight-line depreciation over three (3) years from the effected Software was first delivered, installed or otherwise made available to Customer, whichever is longer. This subsection shall be Customer's sole and exclusive remedy for Intellectual Property Rights Infringement.

7.5. **Limitation of Liability.** NEITHER PARTY, THEIR AFFILIATES, NOR LICENSORS SHALL BE LIABLE

TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR LOST DATA) OR FOR ANY LOSSES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) OTHER THAN DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SUBJECT MATTER HEREOF. ATL'S, ITS AFFILIATES', AND ITS LICENSORS' TOTAL CUMULATIVE LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED:

(i) IF THE PRIMARY CAUSE OF ACTION RELATES TO THE SOFTWARE, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE SOFTWARE FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOFTWARE;

(ii) IF THE PRIMARY CAUSE OF ACTION RELATES TO PROFESSIONAL SERVICES, AN SOW, OR DELIVERABLES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE PROFESSIONAL SERVICES FEES PAID TO ATL UNDER THE APPLICABLE QUOTE FOR THE RESPECTIVE SOW;

(iii) IF THE PRIMARY CAUSE OF ACTION RELATES TO MAINTENANCE & SUPPORT SERVICES, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, THE MAINTENANCE & SUPPORT SERVICES FEES PAID TO ATL WITHIN THE PRECEDING SIX (6) MONTHS; OR

(iv) FOR ANY OTHER PRIMARY CAUSE OF ACTION, THEN, TOGETHER WITH ALL OTHER CAUSES OF ACTION, ONE THOUSAND DOLLARS (\$1,000).

8. TERMINATION

8.1. **Termination for Cause.** A Party may terminate the Agreement on thirty (30) days' (ten (10) days' for failure to make any payments due hereunder) prior written notice if the other Party (i) has committed a material breach of the Agreement and has failed, after thirty (30) day notice thereof, to cure such material breach within such notice period, or (ii) should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business, or make a material liquidation of assets. The termination right under clause (i) above may also

be exercised with respect to any Services to which such material breach relates. ATL may immediately terminate the Agreement upon written notice to Customer if Customer has committed a breach of Article 4 (Intellectual Property) of the Agreement.

8.2 Termination for Convenience. Either party may terminate this Agreement, for any or no reason, on ninety (90) days prior written notice to the other Party.

8.3. Effect of Termination. Upon termination of the Agreement for any reason, each Party shall immediately return to the other Party or destroy (at the other Party's option) any property belonging to the other Party that is in its possession or control (including Confidential Information). Notwithstanding anything to the contrary in the Agreement, upon termination by ATL pursuant to Section 8.1 or by Customer pursuant to Section 8.2, any unpaid fees owed by Customer hereunder immediately shall be due and payable and all rights and licenses granted to Customer hereunder immediately shall cease to exist.

8.3. Survival of Provisions. The Parties acknowledge and agree that Article 4 (Intellectual Property), Article 5 (Payment), Section 7.5 (Limitation of Liability), Article 8 (Termination), and Article 9 (General) shall survive termination of the Agreement.

9. GENERAL

9.1. Force Majeure. Neither Party will be deemed in default of the Agreement to the extent that performance of its obligations (other than payment of money) or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such Party, including any act of God (i.e., fire, earthquake, natural disaster), act of government (i.e., war, terrorism, embargo), or any other act or circumstance that is beyond the reasonable control of such Party, provided that such Party gives the other Party prompt written notice thereof. Any delays caused by Customer which impact costs associated with any Professional Services will result in additional Professional Services fees.

9.2. Equitable Relief. Customer acknowledges and agrees that if it breaches the provisions of Article 4 (Intellectual Property) damages would be difficult if not impossible to ascertain. As a result of the immediate and irreparable damage and loss that may be caused to ATL for which it would have no adequate remedy, in addition to and without limiting any other remedy or right it may have, ATL shall be entitled to seek an injunction or other equitable relief in any court of competent jurisdiction (without the need of posting a bond) enjoining any such breach.

9.3. Assignment. Customer may not assign or transfer the Agreement (or any right herein) without the prior written consent of ATL. ATL reserves the right to assign the Agreement. The Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assignees. In the event of a permitted assignment, the assigning Party shall provide written notice to the other Party.

9.4. Counterparts. The Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which shall be deemed to be an original, but all of which will together constitute one and the same Agreement. Any and all previous agreements and understandings between the Parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement. Customer agrees that any terms or conditions in a purchase order or other document issued by Customer to ATL regarding the Software or Services are void and of no force and effect. The headings in the Agreement are solely for convenience and in the event of an ambiguity or question of intent or interpretation arises, the Agreement shall be construed as drafted in English without regard to any translations, and as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of the Agreement. If any provision in an SOW or Quote conflicts with the terms of the Agreement, the terms of the Agreement will control, unless the provision specifically refers to and expressly overrides the conflicting terms of the Agreement. In the event any provision in an SOW conflicts with any provision in the corresponding Quote, the provision(s) within the Quote shall prevail.

9.5. Waiver; Amendments No failure of either Party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation hereunder shall constitute a waiver of the rights of such Party to demand full and exact compliance with the terms of the Agreement. The Agreement shall not be amended or modified, or any term or condition waived, except by written instrument that has been duly executed by the signature of an authorized representative of each Party. Each Party is hereby put on notice that any individual purporting to amend or modify this Agreement by conduct manifesting assent is not authorized to do so.

9.6. Relationship of Parties Both Parties agree that they are independent entities. Nothing in the Agreement shall be construed to create a partnership, joint venture, fiduciary, or agency relationship between the Parties. Each Party is responsible for the supervision, management and direction of its own employees. Each Party is responsible for the payment of compensation to its employees and for any injury to them occurring in the course of their employment and neither Party shall be responsible for the supervision, management and direction of the employees of the other Party.

9.7. Judicial Modifications THE PARTIES INTEND THAT THE AGREEMENT IS VALID AND SHALL BE ENFORCED AS WRITTEN. In the event that any provision of the Agreement for any reason is held to be invalid, illegal or unenforceable in any respect, it shall be enforced, modified, or replaced by another equivalent provision to the extent necessary to render it valid, legal and enforceable under the circumstances and to the extent consistent with applicable law, while reflecting as closely as possible the original intent of the Parties as expressed or implied therein. If, however, such enforcement, modification or replacement is not permissible under applicable law, then it shall be severed from the Agreement. The invalidity, illegality or unenforceability of the provision, or the enforcement, modification, replacement or severance thereof, as the case may be, shall not affect the validity, legality or enforceability of the

other provisions of the Agreement, which shall remain in full force and effect.

9.8. Notices All notices, requests and demands, other than invoices and routine communications under the Agreement, shall be in writing and shall be deemed to have been duly given when delivered, or when transmitted by confirmed facsimile or email, or one (1) business day after being given to an overnight courier with a reliable system for tracking delivery, or five (5) business days after the day of certified mail, return receipt requested, postage prepaid, and addressed to the contact person at the address set forth below the Party's signature. Either Party may from time to time change the individual(s) to receive notices under this Section and its address for notification purposes by giving the other prior written notice as provided in this Section of the new individual(s) and address and the date upon which the change will become effective.

-- END OF DOCUMENT --

Each Party warrants that its respective signatory whose signature appears below is duly authorized by all necessary and appropriate corporate action to execute the Agreement on behalf of such Party.

Accelerated Technology Laboratories, Inc.			
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
Notice Contact:		Notice Contact:	
Attn:		Attn:	
Address:		Address:	
Phone:		Phone:	
Fax:		Fax:	
Email:		Email:	

Exhibit A Maintenance & Support Services

Overview

ATL is dedicated to the success of our customers by providing timely responses to problems with ATL software products. ATL's highly skilled support engineers are well versed in ATL's software products. ATL's support services group is a global organization to ensure that support is available whenever it is needed. Maintenance services are subject to the ATL Support Website located at support.atlab.com.

Maintenance Service Levels

ATL BRONZE (5% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (5 incidents/year), Programming Support (Available at Additional Cost), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

ATL SILVER (10% of Software List Price) (1 Year from Anniversary Date) - Includes Technical Support Via a toll-free number (10 incidents/year), Programming Support (Available at Additional Cost), Remote Support, Access to Web Site User Support Area and Software Service Packs, LIMS Solutions Newsletter

ATL GOLD (18% of Software List Price) (1 Year from Anniversary Date) - Includes LIMS account manager, Unlimited Technical Support Via a toll-free number, Programming Support (2 hours included at no charge), Remote Support (available at a reduced rate from Silver), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

ATL PLATINUM (35% of Software List Price) (1 Year from Anniversary Date) - Includes Dedicated LIMS account manager, Dedicated Software Engineer, Annual LIMS Check-up, Annual LIMS Training to ATL facility to Train LIMS Administrators, Unlimited Technical Support Via a toll-free number, Programming Support (10 hours included at no charge), Remote Support (available at a reduced rate from Gold), Access to Web Site User Support Area, Software Service Packs, Product Upgrades, Migration Credit, and LIMS Newsletter

Table Summarizing Support Options

ATL Support Type	Bronze	Silver	Gold	Platinum
Technical Support	5 Incidents	10 Incidents	Unlimited	Unlimited
Programming Support (Off-Site)	Available	Available	Included (2 hours Free)	Included (10 hours free)
Remote Support	Available	Available	Available	Available
ATL Web Support Site, FTP Support Area, Service Packs	Included	Included	Included	Included
LIMS Solutions Newsletter	Included	Included	Included	Included
Product Upgrades	Not Included	Not Included	Included	Included
Cost/1 Year (Software)	5%	10%	18%	35%
Account Manager	Not Included	Not Included	Included	Included
Software Engineer (cell phone) Extended Business Hrs.	Not Included	Not Included	Not Included	Included
Yearly LIMS Check-up	Not Included	Not Included	Not Included	Included
Web-based Training (quarter)	Not Included	Not Included	Included	Included
Advanced Programming LIMS Training	Not Included	Not Included	Not Included	Included
Migration Credit	Not Included	Included	Included	Included

Service Hours: 8am – 5pm ET, Monday – Friday, excluding holidays in the U.S.

Extended Hours: 8 am – 8pm ET Monday – Friday

Email: 24 Hours/Day, 7 Days/Week

Authorized Contacts:

The following two individuals who shall be eligible to open support requests and serve as authorized contacts on Maintenance & Support Services Issues between ATL and Customer:

Primary Authorized Contact:	Secondary Authorized Contact:
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Customer may update either or both contacts upon written notice to ATL in accordance with Section 9.9 of the Agreement.

Disclaimer: ATL reserves the right, at its discretion, to change the Maintenance & Support Services and the policies within this Exhibit or the ATL Support Website at any time based on prevailing market practices and the evolution of our products. Changes have no impact during any Maintenance Term for which Maintenance fees have already been paid.

- Annual maintenance terms for all ATL software product line division licenses must be consolidated and be coterminous. Only one maintenance invoice will be prepared and sent to the one entity for payment of that invoice. Subsequent Maintenance & Support Services purchased or acquired will be billed on a pro-rata basis for the initial period to then align its renewal with the then existing Maintenance & Support Services on account for other ATL Technology enjoyed by the Customer.

3 Maintenance

3.1 Severity Level Definitions

"Severity 1" is an emergency production situation where the Licensor Software is totally inoperable or fails catastrophically and there is no workaround;

"Severity 2" is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use or (b) the Licensor Software is usable but materially incomplete;

"Severity 3" is where the Licensor Software is usable, but does not provide a function in the most convenient manner; and

"Severity 4" is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from ATL.

3.2 Scope

ATL will use commercially reasonable efforts to resolve matters according to the support level purchased, the impact on customer's business, and the problem Severity level determined by ATL. Customer will use commercially reasonable efforts to provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to a Customer authorized contact. During the Maintenance Term, Customer authorized contacts as applicable for the Maintenance & Support Services level selected in the applicable Quote may notify ATL's Technical Support Center of an error, defect, or malfunction in the Software. Maintenance & Support Services include the right to use Updates as replacements for existing copies, whether provided under maintenance, Warranty or any other reason by ATL, or ATL's authorized resellers or distributors (if applicable); Updates are subject to Customer's license agreement limitations and restrictions. Subject to the quantity of ATL Software licensed and payment of any applicable Maintenance & Support Services fees, Customer's right to use Updates extends to any supported platform then currently available for each discrete Software product under Maintenance & Support Services agreement. Updates may include new or additional platforms that are deemed (at ATL's sole discretion) to have no more than a minimum difference in price, features and functionality from previously available platforms.

3.3 Limits

Customer must purchase the same service level of Maintenance & Support Services for all quantities of ATL Technology products that it has licensed. Maintenance & Support Services fees are based on cumulative license fees paid. Maintenance & Support Services do not include support for any non-ATL software, custom configuration, product modification, new products and functionality for which ATL is charging an additional license fee, services at a Customer site, any work product provided under Professional Services or for ATL Software products with non-matching service levels. ATL reserves the right, following express notice by ATL, to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions or the latest service pack for a supported version. In the event that a request for Maintenance & Support Services reveals that the cause of the problem is not an error, defect or malfunction in the unmodified ATL Software, Customer shall pay ATL for its work on a time and materials basis, plus meals, lodging, travel and other reasonably necessary out-of-pocket expenses.

3.4 Perpetual Term Licenses

The Initial Maintenance Term shall be for one year commencing on the Effective Date of the applicable Quote, unless otherwise stated in the Quote. In the event Customer elects to renew Maintenance & Support Services (subject to any rights of termination as set forth in the Agreement), such Services will be renewed for successive one (1) year terms and the annual Maintenance & Support Services fee for the first renewal term shall not increase by more than the percentage rate change in the Consumer Price Index for the 12 month period immediately preceding the anniversary date of Maintenance. Maintenance & Support Services fees for subsequently acquired Licensor Software will be prorated to expire with the then-current annual Maintenance Term.

3.5 Equipment

Unless expressly stated otherwise, in writing, in the applicable Quote, ATL may facilitate the Customer's acquisition, receipt, set-up and/or use of Equipment, but the Equipment's hardware manufacturer and/or such manufacturer's designated representative(s) shall be solely responsible for such Equipment, including but not limited to its condition, shipping, set-up, installation, maintenance, support, and performance. ATL does not warrant or support the Equipment.

To the extent that ATL does expressly assume any support obligations over the Equipment, Customer acknowledges and agrees that ATL may subcontract Maintenance & Support Services for the Equipment, in ATL's sole discretion, to the manufacturer and/or a third-party authorized provider. ATL will remain responsible for ensuring that its Maintenance & Support Services obligations under this Agreement are fulfilled.

ATL reserves the right, as a condition precedent to the commencement of any Maintenance & Support Services, to conduct an onsite, physical, certification inspection of the Equipment when: a) Customer changes or relocates the Equipment, b) prior to the renewal of Maintenance & Support Services on the Equipment, or c) where Maintenance & Support Services were not purchased when the Equipment was initially purchased or leased from ATL.

3.6 Support Limitations

At ATL's discretion Maintenance & Support Services will be provided by phone, using remote diagnosis and/or other service delivery methods. ATL will determine the appropriate delivery method required. Services such as the following, but not limited to, are excluded from Maintenance & Support:

- Diagnosis or maintenance at the Customer site. If onsite diagnosis or maintenance is required, and available by ATL, Customer will be billed at the applicable standard Professional Services rates;
- Set-up and installation of the replacement Equipment or replacement parts at the Customer site;
- Recovery of the operating system, other software, and data;
- Troubleshooting for interconnectivity or compatibility problems;
- Services required due to failure of Customer to incorporate any system or software fix, repair, patch, or modification provided to the Customer by ATL;
- Services required due to failure of the Customer to take avoidance action previously advised by ATL;
- User preventative maintenance.

Maintenance & Support Services are not provided for the following:

- Damage caused by failure of Customer to follow manufacturer's recommended maintenance or operating specifications;
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair Equipment or Equipment previously repaired by an unauthorized technician or user;
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration or any damage that does not affect the Equipment functionality;
- Fraud, fire, theft, unexplained or mysterious disappearance, misuse, abuse or willful act;
- Alteration or modification of the Equipment in any way;

- Transit or relocation of Equipment by Customer, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Equipment;
- Power surge or failure;
- Normal wear and tear.

3.7 Customer Responsibilities

- The Customer will be required, upon ATL's request, to support resolving any problem reported remotely by (a) providing all information necessary for ATL to deliver timely and professional remote support and/or to enable ATL to determine the level of support eligibility; (b) starting self tests and/or other diagnostic tools and programs; and (c) performing other reasonable activities to help ATL identify or resolve the problem.
- Customer must acknowledge receipt of replacement items by signing freight carrier bill at time of delivery.
- Customer is responsible to install customer replaceable parts and replacement Technology and Equipment in a timely manner;
- Customer shall maintain a backup copy of all software and data. ATL recommends regular backups;
- Customer shall restore software and data on the Equipment, as necessary, after any repair or replacement;
- Customer is responsible for the installation of any software not provided by ATL with the Equipment and insure all software installed on the Equipment is appropriately licensed.

3.8 Reinstatement of Maintenance

Reinstatement of Maintenance is subject to payment of Maintenance & Support Services fees for any period during which Maintenance & Support had lapsed, a reinstatement fee, plus payment for the 12 month period commencing with the date Maintenance & Support Services are reinstated, as further described in Section 3.1 of the Agreement.

3.9 Non-Continuous Coverage

In the event Customer elects not to maintain continuous Maintenance & Support, ATL may, at its discretion, refuse to provide any Maintenance & Support Services to Customer until payment for the period of discontinuity is made current, as well as any penalties, as described in the Section 3.1 of the Agreement. ATL reserves the right to suspend Maintenance & Support Services while any accrued Maintenance & Support Services fees or other fees hereunder remain unpaid.

4 ATL Support Web

4.1 Opening a Customer Support Request

There are three ways to report a problem:

- ATL Support Web Cases reported online are automatically entered into ATL's Call Tracking system and assigned a Customer Support (CS) number. ATL requires that all Severity 1 cases be followed up with a phone call to our Technical Support Center to ensure immediate attention to your issue.
- Email Support at support@atlab.com and include name, company, address, version of software, detailed description of the issue and any screen shots
- Phone. Each ATL customer is given Technical Support Center information that it can contact to request support via phone. A customer support request will be created in ATL's call tracking system and a CS number is provided.

4.2 Processing a Customer Support Request

Once a customer support request is submitted, the ATL support specialist will review, access and assign the appropriate severity level. All severity 3 and 4 calls will be assigned to the appropriate product and workgroup where our technical support engineers will start working on the call on a First in – First out (FIFO) basis. The ATL Technical Support Center will notify support managers of any CSs that are assigned to Severity 1 or 2, so that they are handled in an escalated manner. The ATL support engineer will communicate with Customer until the issue is resolved. Depending on the nature of the Customer Support Request, it may be resolved by a support engineer or logged as a bugs/enhancements item with product engineering.

ATL support level and responsibilities:

- First level (Technical Assistance Center):

- Review Customer Support Requests reported by Web, Email or phone from a customer authorized contact
- Validate customer maintenance status, product entitlement and check for any special handling required.
- Identify type of request, problem definition, configuration, products, product versions and platforms.
- Determine severity of the problem and execute any escalation procedures necessary.
- Direct problems for resolution to engineers

- Second level (Product Support):

- Confirm problem and configuration used by Customer
- Evaluate against known problems or issues
- Stage the problem
- Reproduce problems and provide workarounds
- Escalate to engineering where required to develop patches and fixes
- Keep the CS updated at all times within the Call Tracking system

- Keep Customer's Authorized Contact updated on the progress

- Third level (Engineering):

- Develop fixes as needed
- Test and verify functionality and performance
- Update the source code control system as needed
- Ensure patches and fixes are incorporated into a future product release

4.3 Escalations

Special procedures apply to Customer Support escalations. An escalated issue is generally one of the following:

- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer;
- Response times out of severity guidelines;
- Customer is dissatisfied with Customer Support resolution that has been given and wants the problem reported brought to the attention of ATL's management.

4.4 Creating, Updating and Tracking a Customer Support Request

All customer support requests are created and assigned a unique ID number. The ID number is used to track each Incident and should be referred to in each correspondence.

4.5 User Profile

Authorized contacts are able to change their login password, update their phone numbers, select their time zone and subscribe to LIMS Solutions Newsletter in this section.

Quote
Software and Services Fees

This Quote is governed by the terms of the Master Software & Services Agreement effective _____, 20____ by and between _____, a _____, having a principal place of business at _____ and Accelerated Technology Laboratories, Inc., a North Carolina corporation, having its principal place of business at 496 Holly Grove School Road, West End, NC (the "Agreement").

**Statement of Work
Professional Services and Deliverables**

This Statement of Work is governed by the terms of the Master Software & Services Agreement effective _____, 20____ by and between _____, a
_____, having a principal place of business at _____
and Accelerated Technology Laboratories, Inc., a North Carolina corporation, having its principal place of business
at 496 Holly Grove School Road, West End, NC (the "Agreement").