AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-33 - Perpetual Software License

Abbott Informatics Corporation
4000 Hollywood Boulevard, Suite 333 S
Hollywood, FL 33021
Phone: 954-964-8663 Fax: 954-964-8113
http://starlims.com

Contract Number: **GS-35F-138DA**

Period Covered by Contract: January 19, 2016 through January 18, 2021

General Services Administration

Federal Acquisition Service

Pricelist current as of Award date: January 19, 2016

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/

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1a.   Table of Special Item Numbers (SINs):

Contract #	SIN	Description
GS-35F-138DA	**132-33** **132-33 ST/LOC** **132-33 RC**	**Perpetual Software License &** **Software Maintenance as a** **Product**

1b.   Lowest priced model: See Attached Pricelist

1c.   Professional Services Descriptions: Not Applicable

2.   Maximum Order: $500,000

3.   Minimum Order: $100

4.   Geographic coverage: 48 contiguous states and the District of Columbia, Alaska, Hawaii and Puerto Rico

5.   Point of production: United States

6.   Discount from list prices: Prices shown are NET prices; Basic Discounts have been deducted

7.   Quantity Discounts: Only applicable to SIN 132-33

Quantity/Volume Discount

Number of Licenses Purchased in a Single Order	Volume Discount
10	4% Discount
20	9% Discount
30	12% Discount
40	16% Discount
50	18% Discount
60	21% Discount
70	23% Discount
80	25% Discount
90	26% Discount
100	28% Discount
150	32% Discount
200	34% Discount
250	36% Discount
300	38% Discount
350	39% Discount
400	41% Discount
450	42% Discount
500+	44% Discount

8.   Prompt payment terms: None

9a.   Government purchase cards are accepted at or below the micro-purchase threshold.

9b.   Government purchase cards are accepted at or above the micro-purchase threshold.

10.   Foreign items: Not applicable

11a.   Time of delivery: 30 Days ARO

11b.   Expedited delivery: As negotiated with the using agency

11c.   Overnight and 2 day delivery: As negotiated with the using agency

11d.   Urgent requirements: As negotiated with the using agency

12.   F.O.B. points: Destination

13a.   Ordering Address: Abbott Informatics
                                   4000 Hollywood Boulevard, Suite 333 S
                                   Hollywood, FL 33021

13b.   Ordering procedures: Ordering activities shall use the ordering procedures of Federal
          Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or
          services.

14.   Payment address: Abbott Informatics
                                   4000 Hollywood Boulevard, Suite 333 S
                                   Hollywood, FL 33021

15.   Warranty provision: Standard Commercial Warranty

16.   Export packing charges: None

17.   Terms and conditions of Government purchase card acceptance: Not Applicable

18.   Terms and conditions of rental, maintenance and repair: See Attached Pricelist

19.   Terms and conditions of installation: See Attached Pricelist

20.   Terms and conditions or repair parts: See Attached Pricelist

20a.   Terms and conditions for any other services: See End User Software License Agreement

21.   List of service and distribution points: Not Applicable

22.   List of participating dealers: Not Applicable

23.   Preventative maintenance: See Attached Pricelist

24a.   Special attributes such as environmental attributes: Not Applicable

24b.   Section 508 compliance: See your Representative

25.   Data universal Number System (DUNS) number: 62-099-2677

26.   Abbott Informatics has an active registration in the System for Awards Management database.
        CAGE: 3BGS3

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. **INSPECTION/ACCEPTANCE**

    Abbott Informatics shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

    Abbott Informatics EULA has been provided to the General Services Administration for approval.

3. **GUARANTEE/WARRANTY**

    a. Abbott Informatics standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

    b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

    c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. **TECHNICAL SERVICES**

    Includes telephone, fax, and Internet BBS operational support. Phone support hours are from 9:00 am to 5:30 pm Eastern time during normal business days.   Support Services are not provided during official Federal Holidays. We will return your phone call within 4 business hours. In the U.S., direct dial 504-393-6955. For the StarLIMS help desk email helpdesk@starlims.com. For Bulletin Board access point your browser to www.starlims.com and click BBS entrance. If this is your first time, please register by clicking on registration.

5. **SOFTWARE MAINTENANCE**

    Software maintenance as a Product (SIN 132-33) : Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

    Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Software Maintenance as a product is billed at the time of purchase.

6.   PERIODS OF MAINTENANCE

a.   Abbott Informatics shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to Abbott Informatics.

c.   Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d.   Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e.   Ordering activities should notify Abbott Informatics in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Abbott Informatics does not offer term license options.

8.   TERM LICENSE CESSATION

Abbott Informatics does not offer term license options.

9.   UTILIZATION LIMITATIONS - (SIN 132-33)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction,

agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the   ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10.   SOFTWARE CONVERSIONS - (SIN 132-33)
STARLIMS Corporation shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
Abbott Informatics shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12.   RIGHT-TO-COPY PRICING
STARLIMS Corporation does not offer right-to-copy licenses.

Abbott Informatics Corp - GSA Pricing

SIN	MFR NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	QUANTITY/ VOLUME DISCOUNT	WARRANTY
132-33	Abbott Informatics	SL-PH-FCL	STARLIMS Public Health Concurrent Full-User License	The STARLIMS Public Health Concurrent Full-User License provides an individual user with full access, within a single session, to all STARLIMS functions and wizards at the same time as a permitted number of other user sessions in the customer's organization.	Each	$5,042.82	See Table Below	Standard Commercial Warranty
132-33	Abbott Informatics	SL-PH-DCL	STARLIMS Public Health Concurrent Data-User License	Often, laboratory data users do not work out of the main laboratory. STARLIMS's ability to transmit and receive data and sample information beyond the physical walls of the laboratory allows for enhanced efficiency and data utility at a cost-effective price. The STARLIMS Public Health Concurrent Data-User License allows an individual lab-data consumer, within a single session, to view analytical services provided by the lab, view sample status, print COAs or invoices at the same time as the permitted number of other user sessions in the LICENSEE's organization.	Each	$2,780.86	See Table Below	Standard Commercial Warranty
132-33	Abbott Informatics	SL-FR-FCL	STARLIMS Forensics Concurrent Full-User License	The STARLIMS Forensics Concurrent Full-User License provides an individual user with full access, within a single session, to all STARLIMS functions and wizards at the same time as a permitted number of other user sessions in the customer's organization.	Each	$5,042.82	See Table Below	Standard Commercial Warranty
132-33	Abbott Informatics	SL-FR-DCL	STARLIMS Forensics Concurrent Data-User License	Often, laboratory data users do not work out of the main laboratory. STARLIMS's ability to transmit and receive data and sample information beyond the physical walls of the laboratory allows for enhanced efficiency and data utility at a cost-effective price. The STARLIMS Forensics Concurrent Data-User License allows an individual lab-data consumer, within a single session, to view analytical services provided by the lab, view sample status, print COAs or invoices at the same time as the permitted number of other user sessions in the LICENSEE's organization.	Each	$2,780.86	See Table Below	Standard Commercial Warranty
132-33	Abbott Informatics	SL-XFD	STARLIMS Named Standard Designer License	The STARLIMS XFD Standard Designer, built to allow authorized users to intuitively configure and make appropriate enhancements and modifications as business requirements change. The Designer makes the underlying complexities and inner workings of the system transparent to the user, and employs a set of easy-to-use design tools to enable system administrators and designers to focus on business rules, rather than on basic system functions such as GUIs and Internet protocols. Using drag & drop design tools, the STARLIMS XFD Designer dynamically creates XML forms containing both layout tags, used in a declarative way for describing the user interface, and JScript.NET code, used to programmatically handle these elements and corresponding events, as well as make remote calls to business logic services located on the server. The integrated Designer is also used for creating Web services made available to third-party client applications for seamless interoperability between enterprise applications and STARLIMS. The STARLIMS Designer exposes comprehensive reporting tools using Business Objects Crystal Reports, Microsoft Word and Excel.	Each	$7,741.06	See Table Below	Standard Commercial Warranty
132-33	Abbott Informatics	MN-MNP	STARLIMS Premium Plus Annual Maintenance Plan	The STARLIMS Premium Plus Annual Maintenance Plan (AMP) provides LICENSEE provides the right to receive upgrades and updates that are issued by Abbott Informatics during the applicable twelve-month period. It provides LICENSEE Unlimited telephone, e-mail and web site operational support for up to two named customer points-of-contact (POC). Phone support hours are 24x7 only for URGENT status tickets, and Abbott Informatics shall respond as defined in the AMP. Support does not include the debugging of any code not provided by Abbott Informatics, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase.	Each	$14,682.92		N/A
132-33	Abbott Informatics	MN-MNS	STARLIMS Standard Annual Maintenance Plan	The STARLIMS Standard Annual Maintenance Plan (AMP) provides LICENSEE the right to receive upgrades and updates that are issued by Abbott Informatics during the applicable twelve-month period. Related professional services and updates to third-party software are not included. The LICENSEE will also receive unlimited telephone, e-mail and web site operational support for up to two named customer point-of-contact (POC). Phone support hours are from 9:00 am to 5:00 pm local time, Monday through Friday, other than national holidays, and Abbott Informatics shall respond as defined in the AMP. Support does not include the debugging of any code not provided by Abbott Informatics, and does not include the configuration or support of network hardware/software or database software. Subsequent license purchases, are charged prorated maintenance from the date of purchase. The annual price for each of the following years is calculated as 18% of the aggregate price for licenses purchased to date.	Each			N/A

Quantity/Volume Discount

Number of Licenses Purchased in a	Volume Discount
10	4% Discount
20	9% Discount
30	12% Discount
40	16% Discount
50	18% Discount
60	21% Discount
70	23% Discount
80	25% Discount
90	26% Discount
100	28% Discount
150	32% Discount
200	34% Discount
250	36% Discount
300	38% Discount
350	39% Discount
400	41% Discount
450	42% Discount
500+	44% Discount

ABBOTT INFORMATICS SOFTWARE LICENSE, SUPPORT AND SERVICES AGREEMENT

(This "Agreement")

Dated_____ , 20___
(the "Effective Date")

Between

ABBOTT INFORMATICS CORPORATION
(f/k/a STARLIMS CORPORATION)
of 4000 Hollywood Blvd., Hollywood, Florida, 33021, USA,
("ABBOTT INFORMATICS")

AND

of _____
("LICENSEE";

ABBOTT INFORMATICS and LICENSEE are each referred to as
a "Party" and, together, the "Parties")

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THIS AGREEMENT

THIS AGREEMENT CONCERNS THE PROGRAMS AND RELATED SERVICES DESCRIBED IN THE PROGRAM SCHEDULE. The Program Schedule and any other appendix, exhibit or document attached hereto, as well as this introduction, contain terms and conditions that are hereby incorporated into and made part of this Agreement. Subject to the provisions of **Section 15.2**, the terms of this Agreement will be binding on any successor to LICENSEE or ABBOTT INFORMATICS.

1. KEY DEFINITIONS

1.1. "Affiliate" means, with respect to either Party, a corporation or any other entity that directly, or indirectly through one or more intermediaries, controls, is controlled or is under common control with, such Party. As used herein, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a corporation or other entity whether (a) through the ownership of more than fifty percent (50%) of the voting securities of the other entity; or (b) by contract, statute, regulation or otherwise.

1.2. "Confidential Information" has the meaning ascribed thereto in **Section 8.1**.

1.3. "Documentation" means the user instructions, manuals regarding the use of the Program provided by or on behalf of ABBOTT INFORMATICS.

1.4. "License" has the meaning ascribed thereto in **Section 2**.

1.5. "Maintenance" has the meaning ascribed thereto in **Section 9.1**.

1.6. "Media" means the physical tapes, diskettes, discs, flash drives and other types of physical storage devices on which the Program is delivered to LICENSEE.

1.7. "Professional Services" has the meaning ascribed thereto, as is further described, in **Section 10**.

1.8. "Program" means the computer software described in the Program Schedule, including any copy or modification or Update or Upgrade thereof that is made available to LICENSEE by or on behalf of ABBOTT INFORMATICS, subject to any right of LICENSEE to receive the same.

1.9. "Program Schedule" means the written quote attached hereto as Appendix A and listing the Program licenses and Services that LICENSEE has purchased or ordered hereunder. Such term also includes any other document listing Program licenses and Services and attached hereto and sequentially numbered as Appendix A-1, Appendix A-2, etc.

1.10. "Services" means Maintenance and Professional Services.

1.11. "Software Maintenance Plan" means the agreement in the form attached as Appendix B hereto.

1.12. "Update" means any patch, fix, enhancement or modification made to a current release of a Program, together with any Documentation related thereto that is made available to LICENSEE by or on behalf of ABBOTT INFORMATICS; provided, however, "Update" shall exclude any enhancement or modification to the Program that is specifically requested by and unique to LICENSEE.

1.13. "Upgrade" means any new release of the Program made available to LICENSEE by or on behalf of ABBOTT INFORMATICS, together with any Documentation related thereto.

1.14. "Warranty Period" has the meaning ascribed thereto in Section 5.1.

2. FULLY PAID-UP LICENSE

Subject to the conditions set forth in this Agreement and in accordance with the license scope identified in the Program Schedule(s), ABBOTT INFORMATICS hereby grants LICENSEE, and LICENSEE accepts, a fully paid-up, non-transferable and non-exclusive license to use the Program and any related Documentation as indicated in the Program Schedule (the "License"). The License includes the right to configure the Program by employing the configuration and design tools provided therewith. For purposes of this Agreement, use of the Program by LICENSEE includes data uses by those affiliates, customers and research partners of LICENSEE that LICENSEE has granted data user access to the Program to further LICENSEE's business purposes. LICENSEE MAY NOT USE, COPY, SUBLICENSE, ALLOW THE USE BY OTHERS OR TRANSFER THE PROGRAM OR DOCUMENTATION, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. LICENSEE may use the Program only at the limited geographic locations and for the maximum quantity of users, if applicable, that are specified in the Program Schedule. All use of the Program shall be solely for LICENSEE's business purposes and in a manner consistent with the License. LICENSEE shall have the right, at no additional cost, to change the central processing unit ("CPU"), operating system or geographic locations where the Program may be used, provided that LICENSEE, within five (5) business days following any change in geographic location, notifies ABBOTT INFORMATICS in writing and in detail of such change, and provided that the total number of users at any given time does not exceed the total number of users licensed under the License, as set forth in the applicable Program Schedule. LICENSEE shall be responsible for all costs in connection with effecting such change. LICENSEE shall promptly delete the Program in its entirety from the CPU, system or location where it is no longer in use, and certify the permanent deletion of the Program in a writing by an authorized representative of LICENSEE, which is promptly delivered to ABBOTT INFORMATICS in accordance with **Section 15.7**.

3. TERM AND TERMINATION

3.1. Term. This Agreement will become effective on the Effective Date and will remain in full force and effect unless terminated in accordance with this Agreement.

3.2 Termination for Cause. In the event of a material breach, Abbott Informatics may submit a claim to the contracting officer for consideration, and shall continue performance during the pendency of the claim, in conjunction with FAR 52.233.1.

3.3. Termination for Convenience by LICENSEE. LICENSEE may terminate this Agreement or any License granted hereunder at any time by destroying all copies (including permanent deletion of all electronic copies) of the Program, Media and Documentation that were the subject of such terminated License, and by certifying such destruction in a writing by an authorized representative of LICENSEE, which is promptly delivered to ABBOTT INFORMATICS in accordance with **Section 15.7**. Notwithstanding anything to the contrary herein, LICENSEE may terminate this Agreement as it applies to Maintenance and/or Professional Services without affecting LICENSEE's license to the Program. Furthermore, notwithstanding anything to the contrary contained herein, any data, information and/or other records ("DATA") created and/or stored by LICENSEE or its affiliates, vendors, customers and/or research partners using the Program are the sole property of LICENSEE and no termination of this Agreement or any License granted hereunder will require the transfer or destruction of such DATA and such DATA may be transferred by LICENSEE to other systems at any time, including for a reasonable period after termination of this Agreement or any License granted hereunder in order to effectuate such transfer.

3.4. Remedies upon Termination. In the event of termination of this Agreement, or of any License granted hereunder, by LICENSEE under **Section 3.3**, or by ABBOTT INFORMATICS under **Section 3.2**, all outstanding fees for such terminated License, and for Maintenance and Services performed with respect to such License through and including the effective date of such termination, will immediately become due and payable to ABBOTT INFORMATICS, in addition to any other remedy or remedies which may be available under this Agreement, at law or in equity. Amounts due for Maintenance on such termination shall be prorated on a straight-line basis of a year consisting of 365 days. That is, the number of days between the date of termination and date that fees were accrued shall be divided by 365 to determine the percentage of a year for proration. Upon termination of this Agreement or any License granted hereunder, whether by ABBOTT INFORMATICS or by LICENSEE, LICENSEE shall return or certify in a writing by an authorized representative of LICENSEE the destruction of all copies (including

permanent deletion of all electronic copies) of the Program, Media and Documentation that were the subject of such terminated License, which is promptly delivered to ABBOTT INFORMATICS in accordance with **Section 15.7**.

3.5. Survival of Clauses. The expiration, termination or cancellation of this Agreement will not extinguish the rights of either Party that accrue prior to expiration, termination or cancellation. **Sections 1**, **3.4**, **3.5**, **4**, **5.2**, **6**, **7**, **8**, **10.3**, **13** and **15** shall survive termination of this Agreement for any reason, subject to any time limitations set forth therein.

4. RESPONSIBILITY FOR PAYMENT

4.1. LICENSEE shall pay invoices for the License and Services in accordance with the fees and schedules set forth in the applicable Program Schedule.

4.2. LICENSEE shall be responsible for the timely payment of all amounts owed to ABBOTT INFORMATICS for the License and all other charges incurred under the terms of this Agreement and the Program Schedule. These charges are exclusive of federal, state and local taxes. Unless LICENSEE is fully exempt from all taxes, LICENSEE agrees to pay invoices for required federal, state and local sales and use taxes where applicable and shall perform all required tax administration. If LICENSEE is tax exempt, then LICENSEE shall have provided ABBOTT INFORMATICS with tax-exempt certification prior to the Effective Date. Abbott Informatics shall state separately on its invoices taxes excluded from the fees, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. WARRANTIES

5.1. For a period of ninety (90) days following the first delivery of any version of the Program to LICENSEE (the "Warranty Period"), ABBOTT INFORMATICS warrants that (a) the Media will be substantially free from material defects in materials or workmanship; and (b) the Program, Updates and Upgrades provided in the Warranty Period will operate in substantial conformity with the Documentation. In the event of a breach of either of the foregoing warranties, as LICENSEE's sole and exclusive remedy, ABBOTT INFORMATICS will, at its option, replace any defective Media returned to ABBOTT INFORMATICS within the Warranty Period or provide Updates to LICENSEE to correct other defects brought to ABBOTT INFORMATICS' attention within the Warranty Period. During the Warranty Period, ABBOTT INFORMATICS shall provide LICENSEE with the Maintenance at no additional charge, provided, however, the provision of such Maintenance is limited to the initial Program Licenses purchased in connection with the execution of this Agreement and shall not include additional Program Licenses subsequently purchased.

5.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PROGRAM IS PROVIDED "AS IS" AND NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, ARE MADE WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, USE, APPLICATION, AND NON-INFRINGEMENT. ABBOTT INFORMATICS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAM WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ABBOTT INFORMATICS, ITS AFFILIATES, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTY.

6. LIMITATION OF LIABILITY

ABBOTT INFORMATICS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, DATA OR USE, FAILURE TO REALIZE A SAVINGS OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO

USE THE PROGRAM OR ANY OTHER CLAIM BY ANY PARTY, EVEN IF ABBOTT INFORMATICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ABBOTT INFORMATICS' LIABILITY TO LICENSEE, WHETHER IN CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY RECEIVED BY ABBOTT INFORMATICS FROM LICENSEE UNDER THIS AGREEMENT. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Abbott Informatics's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

7. INDEMNITY

7.1. ABBOTT INFORMATICS Infringement Indemnity.

7.1.1. Subject to **Sections 6 and 7.1.3**, ABBOTT INFORMATICS will indemnify and defend LICENSEE and its Affiliates and any officer, director or employee thereof from and against any third party claim that LICENSEE's use or distribution of the Program or Documentation in accordance with this Agreement infringes a valid United States patent or copyright, and pay the amount of any judgment against LICENSEE awarded by a court of competent jurisdiction or the amount of any settlement paid to a third party, if ABBOTT INFORMATICS determines that a settlement is in its best interest; and any related costs and expenses, including reasonable attorneys' fees, incurred by LICENSEE which are related to such claim or action.

7.1.2. In the event the Program is held to, or in ABBOTT INFORMATICS' opinion, is likely to be held to, infringe any patent or copyright as provided above, ABBOTT INFORMATICS will at its option and expense either: (a) modify the Program to be non-infringing; (b) obtain for LICENSEE a license to continue using the Program; (c) substitute the Program with another program with substantially similar functionality; or (d) terminate this Agreement, accept return of the Program and refund to LICENSEE the license fees paid by LICENSEE under this Agreement for such Program, less a usage charge based on a sixty (60) month straight-line amortization schedule.

7.1.3. ABBOTT INFORMATICS will not indemnify LICENSEE hereunder if any claim of infringement is based on: (a) any intellectual property right owned or licensed by LICENSEE or to which LICENSEE otherwise has rights; (b) a design modification mandated by LICENSEE's technical requirements; (c) modification of the Program by anyone other than ABBOTT INFORMATICS, unless ABBOTT INFORMATICS was aware of such modification and did not object; (d) failure to use Updates, Upgrades or other corrections made available by ABBOTT INFORMATICS; (e) the combination or use of the Program with programs or data not furnished by ABBOTT INFORMATICS; or (f) LICENSEE's use of the Program in violation of the terms of this Agreement.

7.1.4. The remedies set forth in this **Section 7.1** constitute LICENSEE's sole and exclusive remedies and ABBOTT INFORMATICS' entire liability with respect to intellectual property infringement.

7.2. General Indemnity ABBOTT INFORMATICS will indemnify, defend and hold harmless LICENSEE and its Affiliates and any officer, director or employee thereof from and against any and all third party suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees, penalties, fines, judgments, final judgments and expenses (including, without limitation reasonable attorneys' fees and expenses, and costs of investigation, litigation, settlement, and judgment) (each, a "Loss") resulting from: (a) the negligence or willful misconduct of ABBOTT INFORMATICS or its agent; or (b) any breach of this Agreement. ABBOTT INFORMATICS will not be required to indemnify the LICENSEE for any Loss to the extent such Loss was caused by the LICENSEE's (or its agents') negligence or willful misconduct.

7.3. General. Indemnification provided under this **Section 7** will require that: (a) the LICENSEE notifies ABBOTT INFORMATICS in writing within a reasonable period of the claim; (b) ABBOTT INFORMATICS has control of the defense to the extent permitted by 28 USC 516, provided, that the LICENSEE may at its option and expense, engage its own legal counsel to monitor the proceedings; (c) the LICENSEE undertakes no action in response to any infringement or alleged infringement of the Program or the
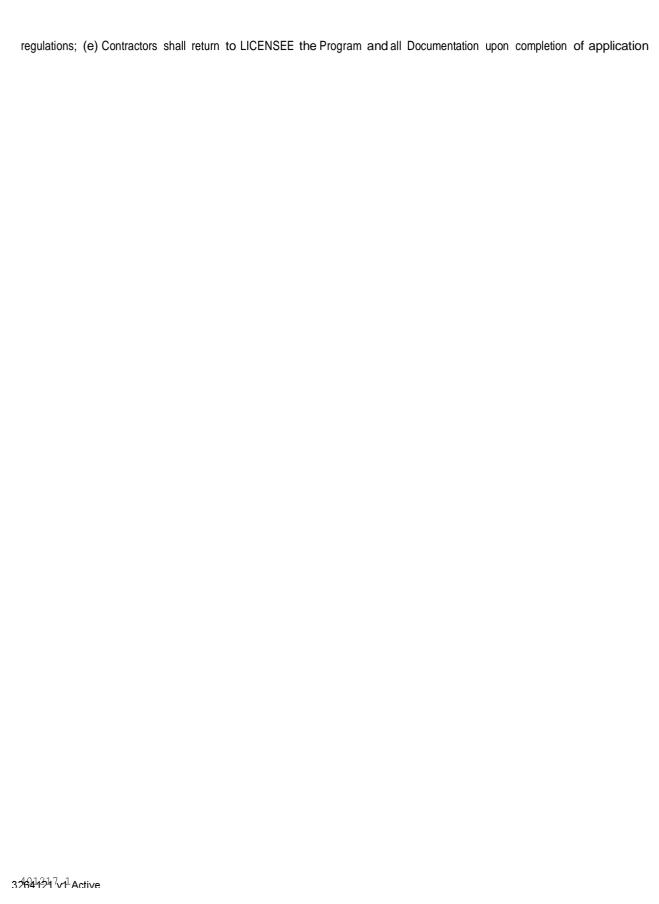
Documentation without the prior written consent of ABBOTT INFORMATICS; (d) neither Party will enter into any settlement agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld; and (e) the LICENSEE provides ABBOTT INFORMATICS with the assistance, information and authority reasonably necessary to perform the above, at ABBOTT INFORMATICS expense. The Parties' obligations under this **Section 7** shall apply to claims that are brought to ABBOTT INFORMATICS attention in writing during the term of this Agreement and within one (1) year after its expiration or termination.

8. CONFIDENTIAL INFORMATION

8.1. "Confidential Information" means any non-public information a Party (the "Disclosing Party") discloses to the other Party (the "Receiving Party").

8.2. Confidential Information will not include any information that can be demonstrated by the Receiving Party: (a) was or subsequently becomes publicly available without the Receiving Party's breach of this Agreement; (b) was known to the Receiving Party prior to the disclosure by the Disclosing Party; (c) was or subsequently is obtained from a source other than the Disclosing Party, without, to the knowledge of the Receiving Party, breach of an obligation of confidentiality owed to the Disclosing Party; (d) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (e) is approved for release by the written authorization of the Disclosing Party. Each Party agrees that, upon receipt of Confidential Information from the Disclosing Party hereunder, the Receiving Party shall use the same means it uses to protect its own confidential and proprietary information of like kind and sensitivity, but in any event not less than commercially reasonable means, to prevent the disclosure thereof and to protect the confidentiality thereof. Upon termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information (including all copies thereof, and permanent deletion of electronic copies) of the Disclosing Party and certify to the Disclosing Party as to such return or destruction, except for copies thereof that are contained in archival or backup media that is not readily separable from other information of the Receiving Party, and except as necessary to comply with regulatory requirements for the retention of information.

8.3. During the term of this Agreement and for a period of seven (7) years after its expiration or termination for any reason, the Receiving Party shall not disclose, directly or indirectly, any of the Disclosing Party's Confidential Information to any third party except: (a) in accordance with any applicable judicial or other governmental order, provided the Receiving Party gives the Disclosing Party reasonable notice prior to such disclosure in order to enable the Disclosing Party to seek a protective order, and provided further that if the Disclosing Party is unsuccessful, the Receiving Party will disclose such information only to the minimum extent required by law; and (b) to the Receiving Party's and its Affiliates' officers, directors and employees on a need-to-know basis solely for the pursuit of the transactions contemplated hereby, provided that (i) the Receiving Party has informed such persons of the confidential nature of and obligations and restrictions with respect to such Confidential Information; (ii) such persons are obligated to maintain the confidentiality of such Confidential Information under obligations that are at least as restrictive as the obligations of this Agreement; and (iii) the Receiving Party shall be responsible to the Disclosing Party under this Agreement for any breach by any such person of the provisions of any non-disclosure agreement to which he/she is a party.

8.4. During the term of this Agreement, LICENSEE may employ or engage third-party software engineers, for the purpose of developing applications for LICENSEE, and other services providers, all as independent contractors (together, "Contractors"). For clarification, all such software applications will be the property of LICENSEE. A Contractor will have the right to use and access the Program during the performance of the Contractor's development of applications for, or provision of services to, LICENSEE, all within the limitations of the License. LICENSEE represents that any Contractor's use of and access to the Program will be in accordance with the following: (a) each Contractor shall be bound by nondisclosure requirements protecting the Confidential Information of ABBOTT INFORMATICS that are at least as restrictive as the requirements set forth in this **Section 8**; (b) in no circumstances may Contractors have access to the source code material for the Program; (c) in no circumstances will Contractors use the Program to operate or manage the business of the Contractors; (d) such use does not constitute an unauthorized exporting of any ABBOTT INFORMATICS Confidential Information under U.S. government laws and

regulations; (e) Contractors shall return to LICENSEE the Program and all Documentation upon completion of application

development or other termination of such Contractor's services; and (f) LICENSEE shall be responsible for its Contractors' compliance with the terms of this Agreement in connection with their use of the Program.

9. MAINTENANCE

9.1. Following the expiration of the Warranty Period, annual Software Maintenance Plans as detailed in Appendix B attached hereto ("Maintenance") are available for a separate maintenance fee that provide the same level of support and provision of Updates and Upgrades as are provided during the Warranty Period. Maintenance and corresponding fees are further described in the applicable Program Schedule and in the attached Software Maintenance Plan in Appendix B. LICENSEE acknowledges that the Maintenance plans detailed on Appendix B may be changed by ABBOTT INFORMATICS from time to time, provided that such change will not reduce the level of support provided to LICENSEE during any period for which LICENSEE has paid for such Maintenance. Use by LICENSEE of any Update or Upgrade will be governed by the terms of this Agreement.

9.2. LICENSEE will have the option to order Maintenance for a one (1) year term for the fee shown on the applicable Program Schedule and under the terms of the attached Software Maintenance Plan in Appendix B. LICENSEE may discontinue Maintenance at any time upon written notice to ABBOTT INFORMATICS and continue to use the Program without the benefit of Maintenance. ABBOTT INFORMATICS, by request following the date of expiration or early termination of Maintenance, shall provide LICENSEE with any Updates and Upgrades released prior to such date that were not previously provided to LICENSEE.

9.3. If LICENSEE discontinues Maintenance or never orders Maintenance and later opts to reinstate or commence Maintenance, as applicable. LICENSEE shall be required first to pay to ABBOTT INFORMATICS the then-current o r d e r rates for Maintenance multiplied by one hundred (100%) for the period during which it had discontinued Maintenance, or, in the case LICENSEE never ordered Maintenance for a Program, for the period since the end of the Warranty Period, in addition to, in each case, the then-current Maintenance rates for the following year. Upon such payment, LICENSEE then will be eligible to receive Updates and Upgrades at the then-current rates in accordance with ABBOTT INFORMATICS' then-current Maintenance plan.

9.4. LICENSEE shall not be required to install any Update or Upgrade that LICENSEE deems may have an adverse effect on the operation or functionality of the Program or the operation of LICENSEE's business.

10. PROFESSIONAL SERVICES

10.1. Professional services related to the implementation of the Program at LICENSEE's designated locations are available from ABBOTT INFORMATICS at the rates specified in the applicable Program Schedule ("Professional Services"). The Professional Services may include project management, user requirement specification, solution design, configuration, integration, instrument interfacing, migration, documentation and training. The scope of the Professional Services, timelines and other terms and conditions applying to the provision by ABBOTT INFORMATICS of the Professional Services are described in the applicable Program Schedule. Further description of the Professional Services may be set out in a Statement of Work, if any, agreed upon by the Parties and attached hereto as Appendix C, which may be amended from time to time by the Parties by mutual written agreement. It is agreed that the provision of the Professional Services requires LICENSEE's active cooperation and in particular:

10.1.1. LICENSEE shall provide, maintain and make available to ABBOTT INFORMATICS, at LICENSEE's expense and in a timely manner, the resources described in **Sections 10.1.2** and **10.1.3** below, and such other additional resources as ABBOTT INFORMATICS may from time to time reasonably request in connection with ABBOTT INFORMATICS' performance of the Professional Services. Delays in the provision of these resources may result in delays and/or additional cost in performing the Professional Services or delivering the Program. The Professional Services will be deemed completed if ABBOTT

INFORMATICS does not receive written notice from LICENSEE detailing any rejection thereof within thirty (30) days of receipt of the final invoice issued for such Professional Services;

10.1.2. LICENSEE will (a) designate and make available to ABBOTT INFORMATICS qualified LICENSEE representatives who will consult with ABBOTT INFORMATICS on a regular basis in connection with the Professional Services; and (b) furnish such documentation, "use cases" or other information as is reasonably necessary to perform the Professional Services; and

10.1.3. LICENSEE shall furnish access to LICENSEE's premises, and appropriate workspace for ABBOTT INFORMATICS personnel performing those portions of the Professional Services to be performed at LICENSEE's premises.

10.3. Professional Services Warranty. ABBOTT INFORMATICS warrants that the Professional Services will be performed in a professional and workmanlike manner and in accordance with industry standards. ABBOTT INFORMATICS will immediately re-perform any Professional Services that are not in compliance with the foregoing warranty that are brought to ABBOTT INFORMATICS' attention within thirty (30) days after the work is performed at no cost to LICENSEE. ABBOTT INFORMATICS makes no representation or warranty of any kind with respect to any products or services provided or performed by a third party.

11. USE

11.1. Any software and documentation that is independently developed by LICENSEE utilizing the object code of a Program licensed hereunder will be the property of LICENSEE and may be used by LICENSEE for whatever purpose it chooses and at its sole discretion.

11.2. LICENSEE may continue to have unrestricted use of the Program, in accordance with the terms and conditions of this Agreement, during any dispute between LICENSEE and ABBOTT INFORMATICS provided LICENSEE is negotiating in good faith to resolve any dispute and all undisputed fees due ABBOTT INFORMATICS have been paid.

11.3. Any copy of the Program and Documentation maintained by LICENSEE in accordance with the terms hereof shall contain the same proprietary notices as those appearing on and in those originally provided to LICENSEE by ABBOTT INFORMATICS. LICENSEE may make additional copies of the Program as follows:

11.3.1. for use at a disaster recovery site, in the event LICENSEE suffers a disaster during which LICENSEE cannot operate the Program on its CPU and/or location identified on the applicable Program Schedule, or for testing preparedness at a disaster recovery site, until such disaster or test (as the case may be) concludes; and

11.3.2. for archival or back-up purposes, to enable restoration of the Program in the event of a Program failure or LICENSEE's system failure.

11.4. LICENSEE shall maintain records of all the locations where copies of the Program are kept., and shall implement reasonable controls to insure that its number of users does not exceed the maximum number of users licensed hereunder. Upon ABBOTT INFORMATICS' request, LICENSEE promptly shall provide ABBOTT INFORMATICS with a written statement certifying the extent of LICENSEE's usage of the Program(s) identified by ABBOTT INFORMATICS and/or allow ABBOTT INFORMATICS or its designee to conduct a reasonable audit of the applicable LICENSEE facilities and records to determine whether or not LICENSEE's usage of such Program is in conformance with the terms of this Agreement. Upon discovery of a deviation from LICENSEE's allowable usage of the Program, LICENSEE shall use its best efforts to immediately

comply with the usage terms of this Agreement, including payment of fees due for any additional licenses for the Program, if applicable.

12. ADDITIONAL WARRANTIES

Each Party to this Agreement hereby warrants and represents that it has full power and authority to enter into this Agreement and to meet all of its obligations hereunder, and that the performance of its obligations under this Agreement will not conflict with any obligation or duty owed to any third party.

13. INDEPENDENT CONTRACTORS

ABBOTT INFORMATICS is and will remain an independent contractor with respect to the Licensee and the performance of the Services. Neither ABBOTT INFORMATICS nor its employees will be considered an employee or agent of LICENSEE for any purpose. ABBOTT INFORMATICS' employees will have no authority to bind or make commitments on behalf of LICENSEE for any purpose and will not represent themselves as having such authority. ABBOTT INFORMATICS will have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel.

14. ACCESS TO ABBOTT INFORMATICS' CUSTOMER INTRANET SITE

ABBOTT INFORMATICS maintains, from time to time, one or more websites that contain information pertaining to ABBOTT INFORMATICS products and services ("Information"). The Information being selected, updated, and made available on such websites is in the sole discretion of ABBOTT INFORMATICS. ABBOTT INFORMATICS will permit LICENSEE to have access to the website under the terms, conditions, and policies stated on the website.

15. GENERAL

15.1. Entire Agreement/Amendment. The terms contained herein constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications and agreements, whether oral, written or otherwise recorded in any manner. This Agreement cannot be amended, modified or changed except by a written instrument signed by duly authorized representatives of each Party.

15.3. Compliance. ABBOTT INFORMATICS hereby warrants that its provision of the Program and the Services hereunder will comply with all applicable laws, rules and regulations, and ABBOTT INFORMATICS will have obtained all permits required to comply with such laws and regulations.

15.4. Governing Law. This Agreement will be governed by and construed in accordance with the Federal laws of the United States, without regard to the conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction.

15.5. Headings and Recitals. Headings used in this Agreement are for reference only and will not be deemed a part of this Agreement.

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15.6. Non-Waiver. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.

15.7. <u>Notice</u>. Each Program Schedule or Statement of Work will identify individuals who will serve as the Parties' representatives as to technical and administrative matters. Except for quotes, orders, acknowledgments, invoices, payments and other usual and routine communications, all other notices required or permitted hereunder, including but not limited to notices of default or breach, shall be sent to such representatives at the addresses first set forth above and signed by an authorized representative of the sender. The address and contacts for either Party may be changed by written notice to the other. Such notices will be deemed to have been received (a) when hand delivered to such individuals by a representative of the sender; (b) three (3) days after having been sent postage prepaid, by registered or certified first class mail, return receipt requested; (c) when sent by electronic transmission, with written confirmation by the method of transmission; or (d) one (1) day after deposit with an overnight carrier, with written verification of delivery.

15.8. <u>Publicity</u>. Neither Party may use the name of the other Party in publicity releases or advertising or for other promotional purposes, without securing the prior written approval of the other Party hereto. This commitment does not apply to any correspondence, documents or publications utilized by either Party for distribution internally .

15.9. <u>Severability</u>. In the event of invalidity of any provision of this Agreement and subject to any applicable law, the Parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement.

15.10. <u>Force Majeure</u>. Neither Party will be liable for delay or failure in the performance of its contractual obligations, except for payment obligations hereunder, arising from any one or more events that are beyond its reasonable control. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable endeavors to cure or alleviate the cause of such delay or failure and will resume performance of its contractual obligations as soon as practicable.

15.11. <u>Inconsistencies between Agreement and other documents</u>. This Agreement will prevail in the case of any inconsistency between it and any other document issued by any Party. Any inconsistency or ambiguity in this Agreement and Appendices will be resolved by giving precedence in the following descending order: (1) This Agreement; (2) The Program Schedule(s); and (3) any appendix hereof.

15.12. <u>Dispute Resolution</u>.

15.12.1. The Parties agree that any dispute relating to either Party's rights or obligations under this Agreement shall be resolved in accordance with the Contract Disputes Act 41 USC 7101-7109.

15.13. <u>Export</u>. LICENSEE shall not export or re-export the Program or any merged portion of the Program without the appropriate United States or foreign government license.

15.14. <u>Intellectual Property</u>. The Program and Documentation are protected by U.S. and international copyright laws and treaties. LICENSEE acknowledges that its possession, installation or use of the Program does not transfer to it any title to the intellectual property in the Program and that LICENSEE will not acquire any rights in the Program or Documentation except as expressly provided herein. LICENSEE acknowledges that title and full ownership rights to the Program and any Update or Upgrade, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein, will remain the exclusive property of ABBOTT INFORMATICS or its suppliers. Use of any third party software provided to LICENSEE on a stand-alone basis in the framework hereof will be subject to the terms of the end user license agreement provided with such software. LICENSEE shall reproduce and include the copyright and other proprietary notices of ABBOTT INFORMATICS and any supplier thereof specified by ABBOTT INFORMATICS on and in any copies, including but not limited to partial, physical or electronic copies of the Program. ABBOTT INFORMATICS reserves all rights not expressly granted herein. LICENSEE agrees it shall not, and shall not cause or permit any of its Affiliates, employees, contractors, agents or other third parties to reverse compile, reverse engineer, enhance, supplement, translate or disassemble the Program or otherwise reduce it, in whole or in part, to human readable form. LICENSEE shall promptly report any violation of this clause and shall take such further steps as may be reasonably requested to remedy any such violation and to prevent future violations. This section will survive any expiration, termination or cancellation of this Agreement.

15.15. <u>Negotiated Terms</u>. The Parties acknowledge that the terms and conditions of this Agreement are the result of

negotiations between the Parties and that this Agreement will not be construed in favor or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

15.16. <u>Third Party Beneficiaries</u>. Except as expressly provided herein, nothing in this Agreement is intended to confer any rights or benefits to any third parties.

15.17. <u>U.S. Government Restricted Rights</u>. If LICENSEE is a U.S. Government agency, department or other entity or any other entity seeking or applying rights similar to those customarily claimed by the U.S. government or acquired the license to the Program pursuant to a U.S. government contract or with U.S. government funds, LICENSEE's use, duplication, reproduction, release, modification, disclosure or transfer of the Program is restricted in accordance with the limited or restricted rights as described in DFARS 252.227-7014(a)(1) (MAR 2011) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (DEC 2007) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (MAR 2011) (DOD technical data - commercial items clause); FAR 52.227-14 Alternates I, II,

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and III (JUN 1987) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable, or any successor or similar rules or legislation. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the Government's rights will control. Contractor/manufacturer is ABBOTT INFORMATICS CORPORATION, 4000 Hollywood Blvd., Suite 515, S. Hollywood, FL 33021. LICENSEE shall ensure that each copy of Program used or possessed by or for the government is labeled to reflect the foregoing.

15.18. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement. Each Party acknowledges that an original signature or a copy thereof transmitted by facsimile or pdf shall constitute an original signature for purposes of this Agreement.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that its signatory, whose signature appears below, has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement. This Agreement shall become effective on the Effective Date first written above.

LICENSEE	ABBOTT INFORMATICS CORPORATION
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
	_____ Signature
	_____ Name
	_____ Title

PPENDIX A - PROGRAM SCHEDULE

ABBOTT INFORMATICS SOFIWARE LICENSE, SUPPORT AND SERVICES AGREEMENT

PPENDIX B- ABBOTT INFORMATICS PROGRAM MAINTENANCE

PPENDIX C- STATEMENT OF WORK