



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
MULTIPLE AWARD SCHEDULE
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT and SOFTWARE**

Effective October 1, 2020

Company Name: Data Innovations LLC
DUNS Number: 964900463
Contract Number: GS-35F-389DA
Contract Period: June 30, 2016 – June 29, 2026

Price list terms in accordance with Modification PS – A832
 Effective 06/04/2021

Available Offerings

Subcategory	SIN (Special Item Number)	SIN Description	PSC (Product Service Code)
F02 – IT Hardware	33411	Purchasing of New Electronic Equipment	7010
F04 – IT Software	511210	Software Licenses	7030



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GSA Contract Number: GS-35F-389DA

Period Covered by Contract: 06/30/2016 to 06/29/2026

Contract Administration POC: Salli Hinchman
sdhinchman@datainnovations.com



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30+

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Business Partners

Products and ordering information contained in this Multiple Award Schedule Authorized Price List also available on GSA Advantage! (<https://www.gsadvantage.gov>)
~Prices Shown are Net (GSA Discount Deducted) ~



For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at:

<http://www.gsa.gov/schedules-ordering>



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**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS****SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals. For orders exceeding the micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination. For orders exceeding the micro-purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

Schedule Title: **Multiple Award Schedule (MAS)
Information Technology**
Contract Number: **GS-35F-389DA**
Contract Period: **June 30, 2016 through June 29, 2026**

Contractor's Administration Source: **Salli Hinchman, Contract Manager
Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446
Phone: (802) 264-3429
E-mail: sdhinchman@datainnovations.com**

1. **Geographic Scope of Contract:** Domestic to include the 50 states, Washington DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.

2. **Contractor's Ordering Address and Payment Information:**

Contractor Contact Information: **Data Innovations LLC
463 Mountain View Drive
South Burlington, VT 05403
Phone: (888) 299-1750
Fax: (802) 658-2782
E-mail: sales@datainnovations.com**

Contractor's Payment Information: **Data Innovations LLC
P.O. Box 101978
Atlanta, GA 30392-1978**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards, including government purchase cards, will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments may be obtained by inquiry. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(888) 299-1750

3. **Liability for Injury or Damage:** The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 964900463
Block 30: Type of Contractor – B. Other Small Business
Block 31: Woman-Owned Small Business: NO
Block 37: Contractor's Taxpayer Identification Number (TIN): 27-3482318
Block 40: Veteran Owned Small Business (VOSB): NO



- 4a. **CAGE Code:** 67PA6
- 4b. Data Innovations LLC is registered with the System for Award Management (SAM)
- 5. **FOB Shipping Terms:** Destination to the 48 Contiguous States & Washington DC
 Deliveries made to destinations outside the 48 Contiguous States, i.e., Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations as specified, the have the following conditions apply:
 - (1) Delivery will be f.o.b. inland carrier, point of exportation (FAR 52.247-38), with the transportation charges to be paid by the Government from the point of exportation to destination in Alaska, Hawaii, the Commonwealth of Puerto Rico, and such overseas locations specified, as designated by the ordering office. The Contractor shall add the actual cost of transportation to destination from the point of exportation in the 48 contiguous States nearest to the designated destination. Such costs will, in all cases, be based upon the lowest regularly established rates on file with the Interstate Commerce Commission, the U.S. Maritime Commission (if shipped by water), or any State regulatory body, or those published by the U.S. Postal Service; and must be supported by paid freight or express receipt or by a statement of parcel post charges including weight of shipment.
 - (2) The right is reserved to ordering agencies to furnish Government bills of lading
 Ordering offices will be required to pay differential between freight charges and express charges where express deliveries are desired by the Government.

- 6. **DELIVERY SCHEDULE:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (DAYS ARO)
33411	30 days
511210	As Negotiated

- 7. **Discounts:**
 Prices shown are NET prices; basic discounts have been deducted. The basic discount for the Government for products under SIN 33411 is 3.51%. The basic discount for the Government for products under SIN 511210 ranges from 9.64% to 79.06%.

- 7a. Prompt Payment: Net 30 days from receipt of invoice or date of acceptance, whichever is later
- 7b. Quantity: None
- 7c. Dollar Volume: None
- 7d. Government Educational Institutions: Are offered the same discounts as all other Government customers
- 7e. Other: None

- 8. **Trade Agreements Act of 1979, as amended:** All items are U.S. made end-products, designated country end-products, Caribbean Basin country end-products, Canadian end-products, or Mexican end-products as defined in the Trade Agreements Act of 1979, as amended.

- 9. **Small Requirements (Minimum Order):** The minimum dollar value of orders to be issued is **\$100**.

- 10. **Maximum Order** (All dollar amounts are exclusive of any discount for prompt payment):

SIN 33411	\$500,000 per order
SIN 511210	\$500,000 per order

- 11. **USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS** (In accordance with FAR 8.404)
 Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- 11a. **Orders placed at or below the micro-purchase threshold.** Ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- 11b. **Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.**



Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the “GSA Advantage!” on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity’s needs. In selecting the supply or service representing the best value, the ordering activity may consider:

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations

11c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall review additional Schedule Contractors’:

- (1) Catalogs/pricelists or use the “GSA Advantage!” on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19)

11d. Blanket Purchase Agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times. Ordering procedures in FAR 8.405-2 should be followed for ordering procedures requiring a statement of work.

11e. Price Reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

11f. Small Business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

11g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity’s needs.



12. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

12.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

12.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS)

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

13. CONTRACTOR TASKS/SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

13a. Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

13b. Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

13c. Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

13d. Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

13e. Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

13f. Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

13g. Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.



13h. **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

13i. **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

13j. **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

14. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

15. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- Manufacturer;
- Manufacturer's Part Number; and
- Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. The Internet address is: <http://www.gsaadvantage.gov/>

16. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as Open Market Items – to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order, **only if:**

16a. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19);

16b. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

16c. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

16d. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

17. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

17a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial price list will apply to this contract. To ensure the most efficient resolution of hardware warranty issues, all manufacturer hardware warranties are passed directly to the ordering agency. Regional manufacturer provided warranties and contact information is available directly from Contractor. The manufacturer hardware warranty coverage begins on the date of Contractors' initial purchase. All hardware items are inventoried on a first-in, first-out basis and generally sold within 30-45 days from the date of initial purchase. Contractor makes every effort to keep inventory turnaround times at a minimum.



17b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

17c. 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

17d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446

The above is not intended to encompass items not currently covered by the GSA Schedule contract.

18. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia, except as indicated below:

Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

19. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

20. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

21. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SINs 33411/511210.

22. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.datainnovations.com

The EIT standard can be found at: www.Section508.gov



23. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order:

23a. A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

23b. The following statement:

“This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.”

24. TERMS AND CONDITIONS FOR ANY OTHER SERVICES:

Terms and Conditions specific to the purchase of the following part numbers (Laboratory Intelligence) are subject to “Terms and Conditions Specific to Laboratory Intelligence”

- | | |
|---------------------------------------|---------------------------------|
| GSA-IM-SM-01 Specimen Management | GSA-IM-RT-01 – Specimen Routing |
| GSA-IM-QC-BK – QC Bracketing | GSA-IM-MA-EX – Extended MA |
| IM-MA-02 – Moving Medians | IM-IN-01 – Lab Intelligence |
| IM-QC-01 – Laboratory Quality Control | |

25. INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

25a. The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

25b. Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (3) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the Contracting Officer upon request.

**TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF NEW ELECTRONIC EQUIPMENT
(SPECIAL ITEM NUMBER 33411)**

NOTE: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, sftool.gov/greenprocurement for a complete list of products covered by these programs

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (*GSA Advantage!* and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

Note: Items sold under SIN 33411 are normally self-installable.

- a) **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering agency, via telephone, to provide installation support services and train ordering agency personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

All equipment is self-installable

- b) **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering agency issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering agency at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 33411.

- c) **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering agency with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering agency reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering agency may require repair or replacement of non-conforming equipment at no



increase in contract price. The ordering agency 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 item, unless the change is due to the defect in the item.

6. Warranty

- a) Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. To ensure the most efficient resolution of hardware warranty issues, all manufacturer hardware warranties are passed directly to the ordering agency. Regional manufacturer provided warranties and contact information is available directly from Contractor. The manufacturer hardware warranty coverage begins on the date of Contractors' initial purchase. All hardware items are inventoried on a first-in, first-out basis and generally sold within 30-45 days from the date of initial purchase. Contractor makes every effort to keep inventory turnaround times at a minimum.
- b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the 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.
- d) If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering agency purchase price in effect at the time of order placement, or the ordering agency purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering agency determines that Information Technology equipment will be replaced, the ordering agency shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations FPMR (41 CFR 101-43.6), and policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 511210)**

1. **INSPECTION/ACCEPTANCE:** The Contractor 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. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.
2. **COMMERCIAL SUPPLIER AGREEMENTS:** Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award.
3. **GUARANTEE/WARRANTY**
 - a) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements.
 - 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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).
 - 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**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software:

+1-802-658-1955

The technical support number is available from Monday – Friday 9:00AM EST/EDT to 8:00PM EST/EDT.
5. **SOFTWARE MAINTENANCE**
 - a) Software maintenance as it is defined:
Non-emergency telephone support from 9 am to 8 pm EST. 24x7x365 emergency support. Software patches, updates, enhancements and new release versions. Individual login credentials for accessing My DI Community to submit and track requests for support. Availability of online knowledge base. Driver download web page for new and updated drivers. Language locale web page for new and updated language locale files. Ability to opt-in to various listserv notifications and IMLink, a device relationship management service.
 - b) Invoices for maintenance service shall be submitted by the Contractor on a monthly or quarterly basis. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.
 - c) Fixes for non-critical software defects shall only be provided in Service Pack Releases which are included as part of DI's Annual Maintenance Subscription service.
6. **PERIODS OF MAINTENANCE**
 - a) The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
 - b) Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.



- c) Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of 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 the Contractor 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. UTILIZATION LIMITATIONS

- 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) Purchase of a software license entitles the agency to one (1) production instance of the software being purchased.
 - (4) Except as is provided in paragraph 7.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.
 - (5) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.
 - (6) "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.

(7) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(8) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

8. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

9. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor 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.

10. RIGHT-TO-COPY PRICING

If applicable, the Contractor shall insert in approved price list, discounted pricing for right-to-copy licenses.

11. SOFTWARE MAINTENANCE TERMS AND CONDITIONS

Data Innovations LLC provides ongoing maintenance and support services (“M&S”) for Data Innovations software licensed by its customers under a separate end user license agreement (“EULA”). M&S includes technical support to diagnose and address Software issues which result from a failure of the properly installed Software to perform in line with the specifications set forth in the applicable Documentation for the Software (a “Software Error”). Support does not include training of Customer’s personnel, consulting or other available services. For additional services, Data Innovations will work with Customer to understand requirements and outline an offering to meet their specific needs. Services beyond those provided under Support are billable and will be contracted for separately.

M&S Term: The term of M&S is for twelve (12) months. The start date and accrual of the fees for the initial twelve (12) month M&S term starts immediately upon the Effective Date. Upon reasonable notice, Data Innovations reserves the right to modify the terms and conditions of M&S services provided; however, no such modification of M&S shall become effective until completion of Customer’s then-current M&S term.

M&S Renewal: Renewals are conducted as follows:

Unless terminated as provided herein, M&S shall be renewed on an annual basis and Data Innovations will endeavor to provide Customer with notice of M&S renewal terms and fees (“**Renewal Notice**”) at least forty-five (45) days prior to the end of the then-current M&S term.

Customer will have the option to discontinue or renew its M&S Plan provided that if Customer wishes to renew, Customer must pay the then-current M&S fees prior to the expiration date of the then-current M&S term. Upon renewal of M&S, Customer will be subject to Data Innovations then-current M&S terms and conditions in effect on the date of Data Innovations’ Renewal Notice to Customer, and as provided to Customer by Data Innovations.

Data Innovations reserves the right to terminate Customer’s M&S if renewal fees are not paid prior to the M&S term.

Data Innovations may increase its charges for M&S fees for each successive annual M&S Term by providing no less than forty-five (45) days advance notice of such increase before the beginning of the M&S term for which the increase is to be in effect.



M&S Termination: Termination of M&S by either Data Innovations or Customer does not terminate the license to the Software provided under the EULA.

M&S Priority Levels: Upon request for M&S where the issues being experienced by the Customer are identified as a Software Error, Customer and Data Innovations will mutually agree on the severity level of the Software Error. Data Innovations will respond to problems with the Software according to the following schedule:

Critical Priority: System or Production Connection Down: Critical Priority shall mean a Software Error that renders the Software inoperable and causes a significant, time-dependent stoppage of Customer's business operations.

Critical Priority instances must be reported via telephone.

Data Innovations will acknowledge Critical Priority instances within one (1) hour of the initial contact via telephone and commence working towards a resolution at that time.

High Priority: Significant Business Impact: High Priority shall mean a Software Error that causes the Software to fail resulting in significant revenue or operational impact on Customer's business, although certain functions of Customer's business remain in operation.

High Priority instances must be reported via telephone.

Data Innovations will acknowledge High Priority instance within four (4) hours of the initial contact via telephone and commence working towards a resolution at that time.

Medium Priority: Low Impact Failure: Medium Priority shall mean a Software Error causes a feature of the Software to fail resulting in a non-critical situation which allows the Customer's business to remain in operation. A Medium Priority case may include issues impacting a single user or issues where the business impact under a Critical Priority or High Priority is resolved, but there is ongoing research needed to determine the root cause of the failure.

Medium Priority instances may be reported via telephone, email or the My DI Community and Support Portal ("My DI Community").

Data Innovations will acknowledge Medium Priority instances within twenty-four (24) hours of the initial contact.

Low Priority: Assistance: Low Priority shall mean Software Error opened when Customer has general Software questions or needs that do not impact day-to-day functionality.

Low Priority instances may be reported via telephone, email, or My DI Community.

Data Innovations will acknowledge Low Priority instances within forty-eight (48) hours of the initial contact.

Obtaining Support: A Customer requesting that Data Innovations provide M&S for the Software shall contact Data Innovations during the times and in the manner set forth below. While this Agreement is Active ("**Active**" being defined as the Agreement being valid and in effect and Customer having paid the applicable M&S fees due under this Agreement) Data Innovations shall provide M&S to Customer and Customer shall provide Data Innovations with (a) an accurate description of the Software Error; (b) the steps necessary to reproduce the Software Error; (c) if required, the data being processed at the time of the Software Error and associated log files; and (d) the severity of the Software Error, including the circumstances that lead to the Software Error.

Non-Emergency Support: Non-emergency support is available Monday through Friday, excluding holidays (published on www.datainnovations.com) during the hours for the region listed below.

Region	Support Hours	Technical Support Contact
Asia	8:30 am – 6:00 pm HKT Monday – Friday	asia-support@datainnovations.com +852 2398 3182 or My DI Community
Europe	8:00 am – 6:00 pm CET/CEST Monday – Friday	europe-support@datainnovations.com +32 2 332 24 13 or My DI Community
Latin America	8:30 am – 6:00 pm BRT/BRST Monday – Friday	latinamerica-support@datainnovations.com +55 11 38013283 or My DI Community
North America	9:00 am – 8:00 pm EST/EDT Monday – Friday	northamerica-support@datainnovations.com +1 802 658 1955 or My DI Community
Note: My DI Community is accessed via www.datainnovations.com/support-0		

During Support Hours: During Support Hours, Customer may log requests for M&S in the following manner:



Telephone: Customer may log M&S requests by calling the telephone number provided in the table above. All Critical Priority and High Priority instances, as defined in *Section 6 Priority Levels*, must be logged via telephone.

E-mail: Customer may log M&S requests by sending e-mails to the appropriate Data Innovations Regional Support Office via the email address provided in the table in *Section 7.1*. All Critical and High Priority instances must be logged via telephone. E-mail is reserved for Medium and Low Priority instances as defined in *Section 6 Priority Levels*.

My DI Community: Customers can log Medium and Low Priority instances, view the status of outstanding instances, download Drivers, Documentation, and access a Knowledgebase of known issues and resolutions, for troubleshooting assistance and update contact information. Data Innovations does not warrant My DI Community will operate without interruption or without errors.

Emergency Support: Emergency M&S is available 24x7x365. An Emergency M&S request may be submitted for a live Instrument Manager system where all or a portion of the system has become non-operative and is affecting a critical laboratory function. Emergency M&S is defined as Critical and/or High Priority instance(s) as defined in *Section 6 Priority Levels*.

Non-Emergency Support After Hours: Customers requesting that Data Innovations provide non-Emergency M&S outside of Support Hours may purchase services for 'Custom Support Services'. Such support must be scheduled and is subject to Data Innovations' resource availability.

Customer Responsibilities:

Remote Access: In order to assist Data Innovations in meeting the commitments above, Customer agrees to provide an approved remote method to the devices running the Software with connectivity to the Software and access that permits connectivity and administration using Software's administration tools accessing the database engine.

Diagnostics Data: In the event Data Innovations requests any data dumps, logs or any other documentation from Customer to resolve a reported M&S issue, such information shall be forwarded by overnight courier at Customer's expense or through electronic means such as e-mail, remote access, or FTP.

Primary Technical Contact(s): Data Innovations reserves the right to only provide support services for up to three (3) individuals employed or subcontracted by the Company which have been identified and trained as the Primary Technical Contacts of the Software. As of the Effective Date of Agreement Data Innovations acknowledges individuals identified in Exhibit 1 are designated as the Primary Technical Contacts.

Hardware Platform / Infrastructure: Customer is responsible for the maintenance of its hardware platform and technical infrastructure. This infrastructure includes but is not limited to a reliable backup solution, networking components, virus protection and security software applications (i.e. firewalls).

Core Software Updates: Data Innovations may, at its sole discretion, develop core Software updates applicable to the Software to correct defects, improve Software operation, add features, or provide functional corrections to the Software ("**Core Updates**"). If this Agreement is Active, Customer shall have the right to receive Core Updates at no additional charge by requesting the same from the Customer's respective Data Innovations' regional support center or accessing the Core Updates from the Data Innovations' customer web site. Core Updates include electronic versions of Documentation. If Customer requests that the Core Updates are to be provided to Customer via electronic media (e.g. CD/DVD), Data Innovations may charge reasonable processing and shipping fees. Data Innovations reserves all rights to classify a Software enhancement, modification or change as a Core Update or as additional Software to be purchased by Customers.

Core Revision Support: Data Innovations will support the current major version plus one additional version of the Software. Data Innovations uses a three-place numbering scheme to identify its software releases. The format of the Software is *N.NN.PP* where *N.NN* indicates the major version, *PP* indicates the patch revision. (An example would be release v8.11.01, where the major release is 8.11 and the patch revision is 01.)

Core Software Development and Enhancements: If this agreement is Active, the Customer may request development of new functionality or enhancements to existing functionality of the core Software ("**Requested Enhancement**"). Data Innovations may, at its discretion, develop the requested new functionality and/or develop the enhancements requested to the existing functionality in full, in part, and/or with variations to the request. Data Innovations reserves all rights to classify a Requested Enhancement as a Core Update or as additional Software to be purchased by Customers.

Driver Updates: Data Innovations may, at its discretion, develop driver updates applicable to the Software to correct defects, improve Software operation, add features, or provide functional corrections to the Software ("**Driver Updates**"). If this Agreement is Active, Customer shall have the right to receive Driver Updates at no additional charge by requesting the same from the Customer's respective regional Data Innovations' support center or accessing the Driver Updates from the Data Innovations customer web site. If Customer requests that the Driver Updates be provided to Customer via electronic media (e.g. CD/DVD), Data Innovations may charge reasonable



processing and shipping fees. Data Innovations reserves all rights to classify a driver enhancement, modification or changes as a Driver Update or as additional Software to be purchased by Customers.

Driver Development and Enhancements: If this Agreement is Active, the Customer may request development of a new driver or enhancements to an existing driver. Data Innovations may, at its discretion, develop the requested new driver and/or enhance the existing driver in full, in part, and/or with variations to the request (“**Driver Enhancement**”). Data Innovations reserves all rights to classify a Driver Enhancement, modification or changes as a Driver Update or as additional Software to be purchased by Customers.

License Grant: Customer acknowledges and agrees that all Core Updates, Driver Updates, Requested Enhancements and Driver Enhancements (“**M&S Updates**”), along with any associated Documentation provided to Customer under this Agreement are licensed to Customer pursuant to their individual EULAs, and as such are subject to all of the terms and conditions of their individual EULAs, including but not limited to terms of ownership, confidentiality, export control, and warranties.

No Liability for Inaccurate Diagnostics: Data Innovations will attempt to provide accurate advice and information to Customer’s employees requesting telephone or web-based, e-mail support with respect to the Software; however, the Parties acknowledge that Data Innovations cannot guarantee that such advice and information will be error free and accurate in all instances as such advice and information is dependent upon Customer’s presentation and interpretation of the support needed as well as complete disclosure of the circumstances leading up to the request and, as such, Data Innovations will not be liable to Customer for any damages sustained by Customer as a result of incorrect or inaccurate advice by Data Innovations unless such damages were directly caused by the gross negligence or willful misconduct of Data Innovations.

Installation of Third-Party Software and Updates: Customer should not install any version, update, or upgrade of any third party software (“**Third-Party Software**”) on shared platform with the Software, whether sublicensed through Data Innovations or licensed directly by Customer through its own suppliers, unless Customer understands the impact and necessity of the Third-Party Software version, update, or upgrade with the Software. Customers must understand and assume the risk to the Software for the application of Third-Party Software versions, updates, or upgrade.

M&S Exclusions: Data Innovations will not be obligated to provide M&S if: (a) Customer fails to provide Data Innovations all information, technical assistance and access to the computing device on which the Software is installed and any other equipment and personnel necessary to assist Data Innovations; (b) the Software is not used in accordance with the applicable Documentation; (c) any error, malfunction or defect reported by Customer is found by Data Innovations to be due to a cause other than the Software or modifications as delivered by Data Innovations; (d) Customer has not installed the Software Updates in a timely manner (see Core Software Updates section and Driver Updates section above); or (e) Software error, malfunction, or defect cannot be reproduced. If any such non-Software error, malfunction, or defect may reasonably be corrected by Data Innovations, Data Innovations may correct it at Customer’s request, subject to resource availability, for reasonable service charges, agreed to by Customer and Data Innovations. Examples of non-Software errors, malfunctions, defects, associated materials, or services outside the scope of M&S include but are not limited to the following:

- Issues regarding installation in the event Customer chooses to install or implement the Software on its own;
- Troubleshooting of Customer’s computer hardware, operating system, system monitoring software, virus/malware software, or network;
- Database management including but not limited to database backups, database archiving, database disk utilization monitoring, database patching, database upgrades;
- Set up of Customer-provided equipment;
- Troubleshooting Third-Party Software not sold/distributed by Data Innovations;
- Troubleshooting Third-Party Software sold by Data Innovations, but the Customer does not have separate Third-Party Software maintenance and support agreement through Data Innovations;
- Software recovery or data manipulation and recovery due to Hardware failure caused by circumstances such as lightning strikes, floods or other Acts of God, neglect, power surges, power failures, or air conditioning or humidity control issues;
- Database modifications or alterations made by non-Data Innovations personnel;
- Data modification caused by Customer error or host computer system error;
- Promotion to production of any modifications to the Software, Software Updates or Third-Party Software versions, updates, or upgrades;
- Customer-requested modifications to the Documentation;
- Server maintenance including disk management, hardware operation, operation system updates, virus software management, removal of Customer-introduced viruses; and
- Troubleshooting or defect resolution if Customer performs its modifications or enhancements to the



Software and/or system changes (“**Customer Modifications and Enhancements**”), unless such Customer Modifications and Enhancements were performed on behalf of Customer by Data Innovations or an authorized implementation partner of Data Innovations. For those Customer Modifications and Enhancements that were not performed by Data Innovations or an authorized implementation partner of Data Innovations, Data Innovations will Support the same only if Customer documents its Customer Modifications and Enhancements and pays Services fees to Data Innovations (on a time-and-material basis) for Data Innovations to conduct a design review and quality assurance (QA) process and to transition the Customer Modifications and Enhancements to Data Innovations’ Worldwide Support.

Operating Systems & Hardware: The Software has been validated for operation on a variety of operating systems and hardware platforms. Turnkey systems can be purchased from Data Innovations inclusive of validated operating system and hardware platforms. Customers may also provide their own operating systems and hardware. Minimum system specifications and supported operating systems can be provided per version of Software.

Hardware Warranty: Any hardware purchased from Data Innovations is covered by the manufacturer’s warranty. Hardware warranty coverage begins on the date of Data Innovations’ initial purchase from the manufacturer.



TERMS AND CONDITIONS SPECIFIC TO LABORATORY INTELLIGENCE

1. DEFINITIONS.

- 1.1. **“Applicable Taxes”** means all value-added, sales, use, import, duties, customs or other taxes applicable to the Services performed under this Agreement, except for any taxes based upon DI’s net income.
 - 1.2. **“Billable Expenses”** means all actual, out-of-pocket expenses incurred by DI while performing the Services, including, but not limited to; airfare, lodging, car rental, meals, and incidentals.
 - 1.3. **“Change Request”** means a written, mutually agreed upon change to the Customer’s requirements and/or the scope of the Services, delivery schedule and/or Services Fees.
 - 1.4. **“Confidential Information”** means all non-public data or information regarding the parties’ business or technical operations including, but not limited to, (i) information with respect to either party’s existing or contemplated products, services, marketing plans, supplier, business opportunities, finance, operations, prices, customers or personnel, processes, techniques or know-how, sales data, internal performance results, or any information or data developed pursuant to the performance of the Services contemplated hereunder, (ii) information transmitted in writing or other tangible form and clearly marked as “Confidential,” (iii) information which is promptly reduced to writing and clearly marked as “Confidential” if first transmitted orally, (iv) information that, due to its character or nature, a reasonable person would treat as confidential and (v) the terms and conditions of this Agreement. DI hereby designates the DI Tools as DI’s Confidential Information. Confidential Information shall not include information that (a) is in or enters the public domain without breach of this Agreement by the Receiving Party, (b) was demonstrably in the possession of the Receiving Party prior to first receiving it from the Disclosing Party without restrictions on disclosure, (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party’s Confidential Information, or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are known or become known to the public.
 - 1.5. **“Disclosing Party”** means the party providing Confidential Information to the Receiving Party.
 - 1.6. **“DI Tools”** means any tools, databases, ideas, and methodologies used by DI in providing the Services and the Work Products.
 - 1.7. **“Documentation”** means all related explanatory written materials, manuals, or files for the Software.
 - 1.8. **“Driver”** means the software developed by DI to connect laboratory devices and information systems to the Software. Drivers communicate via TCP/IP, Serial, File I/O, ODBC and more.
 - 1.9. **“Due Date”** means thirty (30) days from the date of invoice on which all amounts billed by DI will be due and payable.
 - 1.10. **“Force Majeure”** means any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected party), including, without limitation, acts of God, acts of terrorism, acts of nature or of a public enemy, acts of a federal government or any state or political subdivision thereof, internet brownouts, fires, floods, explosions, wars, or other catastrophes; labor disturbances; freight embargoes; or delays of a supplier or subcontractor due to such causes.
 - 1.11. **“IM”** means DI’s proprietary software application, Instrument Manager™.
 - 1.12. **“Receiving Party”** means the party receiving the Confidential Information of the Disclosing Party.
 - 1.13. **“Scheduled Date”** means the specific date set by the parties to commence the Services.
 - 1.14. **“Services Fees”** means all fees for the performance of Services, including all actual Billable Expenses.
 - 1.15. **“Services”** means training, implementation, installation and/or consulting services provided by DI, as more specifically described herein.
 - 1.16. **“Software”** means (i) all application(s) or computer software in machine-readable, object code form, owned or licensed by DI to Customer, including the files, disk(s), CD-ROM(s) or other media with which this Agreement is provided (ii) the Documentation, (iii) all Drivers and (iv) and all Updates.
 - 1.17. **“Update(s)”** means an error correction, patch, bug fix, modification, enhancement, improvement, upgrade, modified version, updates, addition, new release, and copies of the Software.
 - 1.18. **“Work Product”** means any implementation artifacts, interfaces, or other items delivered to Customer under a SOW.
2. **SERVICES.** The Services to be provided under this Agreement shall be described in a separate statement of work (“SOW”), attached hereto by reference.



3. **SERVICES FEES.** As consideration for the Services provided by DI to Customer, Customer or a third-party on their behalf will compensate DI for the Services Fees set forth in each applicable SOW. DI's performance is dependent on Customer carrying out its obligations as set forth in this Agreement, and the applicable SOW, and Customer acknowledges that the Services Fees take into account these obligations.
4. **CHANGE REQUEST.** Customer acknowledges and agrees that the Services Fees set forth in each SOW are only for the Services scoped in such SOW. If any of the following occur DI's time of performance and the related Services Fees under a SOW may be increased or decreased:
 - 4.1. Customer's requirements and/or the scope of the Services scoped in the SOW change;
 - 4.2. Customer fails to carry out its obligations as set forth in the SOW;
 - 4.3. Customer's Contracting Officer authorized to make a special request that impacts DI's normal Services schedule under the SOW;

The parties shall enter into a Change Request to document any such changes. DI shall have no obligation to begin work on any additional Services prior to the Change Request being in place.

5. **PAYMENT TERMS.**

- 5.1. **Services Fees.** Customer or to a third-party on their behalf, shall pay DI all Services Fees, plus Applicable Taxes, by the Due Date. An invoice will be generated by DI upon completion of the Services or individual milestones, as detailed in the SOW.

5.2. **[Reserved]**

6. **LICENSE GRANT AND OWNERSHIP.**

- 6.1. Subject to the terms and conditions of this Agreement, and the applicable terms set forth in a SOW, and upon payment of all Services Fees owed under the SOW, DI hereby grants Customer a perpetual (subject to the termination provisions of Section 12), non-exclusive, non-transferable, license to use the Work Products solely for Customer's internal business purposes. Nothing contained herein shall grant any rights of ownership to Customer in the DI Tools. If any Software (whether pre-existing or new) is delivered as part of the Services provided herein, Customer acknowledges and agrees that i) nothing contained herein shall grant any rights of use or ownership to Customer in such Software, and ii) all such Software shall be licensed to Customer pursuant to separately executed license agreements.
 - 6.2. Customer acknowledges that DI shall have sole and exclusive ownership of all right, title and interest in and to the Work Products, including any and all DI copyright material, including algorithms, predefined rules and validation templates, provided to Customer under the scope of this Agreement and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to Customer herein. This Agreement does not provide Customer with title to or ownership of the Work Products, but only a right of limited use as set forth herein.
 - 6.3. The use granted for the Work Products provided by DI, shall be limited to the rights granted in this Section 6. Customer shall not distribute, copy, or use the Work Products for any purpose beyond the scope of this Agreement, except for archival or backup purposes or disclosure required by law, regulatory compliance and/or laboratory accreditation purposes.
 - 6.4. The right of limited use granted to Customer by DI for the Work Products is non-transferable.
7. **CONFIDENTIAL INFORMATION.** Each party shall exercise no less than reasonable care with respect to the handling and protection of such Confidential Information. Confidential Information shall not be disclosed by the Receiving Party without the prior written consent of the Disclosing Party. The Receiving Party shall use the Confidential Information of the Disclosing Party only during the term of this Agreement and as expressly permitted herein, and shall disclose such Confidential Information only to its employees and independent contractors who are subject to binding use and disclosure restrictions at least as protective as those set forth herein and only as is reasonably required in connection with the exercise of its rights and obligations under this Agreement. Notwithstanding the above, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a valid order or requirement of a court or government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party upon receiving the order or learning of the requirement. Any such disclosure by the Receiving Party of the Confidential Information of the Disclosing Party, shall, in no way, be deemed to change, affect, or diminish the confidential status of such Confidential Information. Each party shall maintain the Confidential Information of the other party in strict confidence, until such time as the Confidential Information falls under one of the exceptions listed in items (i) through (iv) of Section 1.4 above.



8. **RULES-BASED SERVICES.** As part of the Services provided under this Agreement, DI may provide Customer with Rules-Based Decision Processing services (“Rules-Based Services”) which can include:
- 8.1. Consulting and/or training Customer on designing and developing rules and algorithms of their own creation to direct IM in the processing of patient test results.
 - 8.2. Predefined rules and algorithms that have been modified with Customer’s input and approval to direct IM in the processing of patient test results.
 - 8.3. Templates and consulting to Customer for use and approval to validate the services provided in this Agreement for the IM system prior to processing patient test results.
 - 8.4. Customer agrees and acknowledges that the content of any algorithms, and any corresponding results and actions, shall be solely Customer’s responsibility. While DI may offer Customer consulting, training and/or predefined algorithms and rules to implement certain parameters for processing patient test results, Customer agrees that the final identified parameters shall at all times be determined by, and be the sole responsibility of, Customer. Customer shall not, under any circumstances, rely upon DI to make final determinations regarding the content or direction of any Customer rules or processing decisions.
 - 8.5. Because the responsibility for any and all parameters, content and direction of any rules implemented via IM through Rules-Based Services rests solely with Customer, DI makes no representations or warranties with respect to any algorithms, or their content, implemented via its Rules-Based Services.
9. **WARRANTIES AND DISCLAIMERS.**
- 9.1. DI warrants that the Work Product furnished hereunder and used within the scope of this Agreement, shall not infringe, or misappropriate a U.S. patent issued as of the Effective Date, copyright, trademark, or trade secret of a third party. As Customer’s exclusive remedy under the warranty set forth herein and the sole obligation of DI for breach of this warranty, DI will, at its sole option and expense, choose to (a) modify the infringing Work Product so that it is non-infringing; (b) replace the infringing Work Product with non-infringing Work Product which is functionally equivalent; (c) obtain a license for Customer to continue to use the Work Product as provided hereunder at no cost to Customer; or if none of (a), (b), or (c) is commercially reasonable, then (d) terminate the license for the infringing Work Product and refund the prorated Fees paid for the infringing Work Product, based on a five (5) year period from the Effective Date. THIS SECTION STATES THE ENTIRE LIABILITY AND OBLIGATION OF DI AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND RECOURSE WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY THIRD PARTY’S RIGHTS BY THE WORK PRODUCT. Notwithstanding the foregoing, this warranty obligation shall not extend to any claims of infringement arising out of or related to (i) use of the Work Product outside the scope of the Documentation, (ii) a modification of the Work Product by anyone other than DI or its authorized agent; (ii) the incorporation into the Work Product of any feature or information provided by or requested by Customer; (iii) a combination of the Work Product with any third-party software or equipment not specified in the Documentation, where such combination is the cause of such infringement; or (iv) the use of a version of the Work Product other than the then-current version made available to Customer if the infringement would have been avoided by use of the then-current version and Customer has been made aware of this fact by DI.
 - 9.2. Customer represents and warrants that it owns or has obtained all rights in the materials and data (including Customer/patient information) necessary so that DI’s use of such materials and data to provide Services to Customer does not violate any intellectual property rights or other rights (e.g. privacy) of a third party.
 - 9.3. DI warrants that the Services will be performed with reasonable skill and care by competent and trained personnel. As Customer’s exclusive remedy and DI’s sole obligation for breach of this warranty, DI shall use commercially reasonable efforts to correct defective Services at no additional charge to Customer, provided that Customer gives DI specific written notice of the defective Services within thirty (30) days after the Services are performed.
 - 9.4. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO CUSTOMER IN THEIR JURISDICTION, DI DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND OTHER TERMS (WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED), WHETHER STATUTORY, ARISING BY LAW OR CUSTOM, USAGE OR OTHERWISE, RELATING TO THIS AGREEMENT OF THE SERVICES AND WORK PRODUCT, INCLUDING WITHOUT LIMITATION, TO THE FULLEST EXTENT ALLOWABLE BY LAW, TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, THIRD PARTY RIGHTS, AND INTEGRATION AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT



TO ANY SERVICES OR WORK PRODUCTS DELIVERED UNDER THIS AGREEMENT. THERE ARE NO WARRANTIES BEYOND THE DESCRIPTION OF THE FACE HEREOF. CUSTOMER IS RESPONSIBLE FOR THE RESULTS TO BE ACHIEVED FROM RECEIVING THE SERVICES AND FROM USING ANY WORK PRODUCT.

10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, SUFFERED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR CONTENT, BUSINESS INTERRUPTIONS, LOSS OF INCOME, LOSS OF GOOD WILL, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, DAMAGES DUE TO FORCE MAJEURE, OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE SERVICES OR WORK PRODUCT PROVIDED UNDER THIS AGREEMENT OR ANY USE OR FAILURE TO BE ABLE TO USE THE SERVICES OR WORK PRODUCTS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF PURPOSE OF ANY LIMITED REMEDY. DI SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED TO (I) THE ACCURACY OR COMPLETENESS OF CUSTOMER/PATIENT INFORMATION, OR ANY OTHER INFORMATION PROVIDED BY OR THROUGH CUSTOMER; OR (II) FOR TRANSACTIONS PERFORMED USING THE WORK PRODUCT OR SERVICES; OR (III) MODIFICATIONS TO THE WORK PRODUCT BY CUSTOMER, WHETHER SUFFERED BY CUSTOMER OR ANY THIRD PARTY. DI SHALL NOT BE LIABLE FOR DISTURBANCES AND FAILURE OF INTERNET CONNECTIONS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION. A party's total aggregate liability for any damages arising out of or related to this Agreement, for any and all causes whatsoever, and the other party's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, will not exceed the fees paid by Customer to DI for the portion of the Services that is the subject of the action, for the six (6) months immediately preceding the breach for which the damages are claimed. The existence of one or more claims will not enlarge this limit. Customer acknowledges that DI's pricing reflects this allocation of risk and the limitation of liability specified in this section will apply regardless of whether any limited or exclusive remedy is specified in this Agreement.
11. **[RESERVED]**
12. **TERM, RESCHEDULING, TERMINATION AND SURVIVAL.**
- 12.1. **SOWs:**
- 12.1.1. **Term.** Each SOW shall have the term set forth in the SOW. If a term is not specified in the SOW, the SOW shall begin upon the effective date of the SOW and shall continue until all Services are completed, unless earlier terminated as provided herein.
- 12.1.2. **Rescheduling of Services.** If, after the Scheduled Date has been agreed upon by the parties, Customer's Contracting Officer requests to reschedule the Services, such written rescheduling request shall be provided to DI at least twenty (20) business days prior to the Scheduled Date.
- 12.1.3. **Effect of Rescheduling.** If the Services are rescheduled Customer is responsible for any fees and expenses, already incurred by DI prior to the rescheduling, associated with the Services, including transportation change fees and any reasonable and appropriate corresponding increase in Services Fees due to the Rescheduling.
- 12.1.4. **Termination Without Cause.** Either party may terminate an individual SOW without cause upon thirty (30) days' written notice to the other.
- 12.1.5. **Termination with Cause.** If either party materially breaches the terms of an individual SOW, (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate such SOW.
- 12.1.6. **Termination of the Agreement.** If the Agreement is terminated for any reason, all SOWs still in effect as of the date of termination of the Agreement ("Open SOWs") shall immediately terminate.
- 12.1.7. **Effect of Termination.** Upon any termination of a SOW the terms and conditions of Section 12.2.5 below shall apply as directly applicable to the terminated SOW.



12.2. Agreement:

- 12.2.1. **Term.** The term of this Agreement shall begin upon the Effective Date and shall continue unless terminated as provided herein.
- 12.2.2. **Termination Without Cause.** Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other.
- 12.2.3. **Termination With Cause.** If either party materially breaches this Agreement (including, without limitation, any obligation to pay fees), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Agreement.
- 12.2.4. **Termination for Bankruptcy.** This Agreement, and any effective SOWs, will terminate automatically if all or a substantial portion of either party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the party for relief under bankruptcy or similar laws and such proceeding is not dismissed within sixty (60) days, or a party is adjudged bankrupt.
- 12.2.5. **Effect of Termination.** Upon any termination of this Agreement:
- 12.2.5.1. All licenses granted herein, and under any applicable SOW, if any, shall immediately terminate except for Work Product fully paid-up under a perpetual license, however, in case of termination by DI for breach by Customer all licenses granted herein shall immediately terminate.
- 12.2.5.2. DI shall cease performing the Services, and Customer shall immediately cease using delivered Work Product except for Work Product fully-paid up under a perpetual license.
- 12.2.5.3. Each party shall promptly return to the other all Confidential Information of the other party that it may have in its possession or control except for fully paid-up Work Product being used by Customer under a perpetual license and in accordance with the terms and conditions of this Agreement.
- 12.2.5.4. Any applicable Services Fees related to Services performed by DI through the date of termination, shall be accelerated and become due and payable.
- 12.3. **Survival.** The provisions of this Agreement and any Open SOW, and the related obligations of the parties, which by their nature should survive termination or expiration, shall survive and remain in full force and effect, but this shall not imply or create any continued right to use the Work Products after termination of this Agreement and all Open SOWs if such termination is for Customer's material breach.

13. GENERAL.

- 13.1. **Severability.** If any provision hereof is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions shall remain in full force and effect.
- 13.2. **No Waiver.** No failure or delay by either party in exercising any right hereunder will operate as a waiver thereof.
- 13.3. **Governing Law.** This Agreement will be governed by and construed in accordance with the federal laws of the United States, without regard to conflicts of laws principles of any jurisdiction. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.
- 13.4. **[Reserved]**
- 13.5. **Force Majeure.** Except with regard to payments due DI, neither party shall be liable for any delays or failures in performance due to an event of Force Majeure.
- 13.6. **[Reserved]**
- 13.7. **Entire Agreement.** This Agreement, and each applicable SOW, together constitute and contain the entire understanding and agreement of the parties with respect to the subject matter herein and supersedes any and all proposals, agreements, communications, representations, discussions, undertakings, or advertising, whether written or oral, of the parties with respect to the subject matter herein. Any terms and conditions appearing on the face or reverse side of any purchase order, acknowledgement, confirmation or other document furnished by Customer that are different from or in addition to those set forth herein are hereby expressly rejected and shall not be binding on the parties, even if signed and returned, unless both parties hereto expressly agree, in an instrument separate from and in addition to the purchase order, acknowledgement, or confirmation, to be bound by such separate or additional terms and conditions. Notwithstanding the foregoing the parties agree that an official government contract shall be issued for each applicable SOW under this Agreement ("Government Contract") and in the event of any conflict or inconsistency between the applicable terms of this Agreement and/or the applicable SOW and the terms



and conditions set forth in the Government Contract, the terms and conditions of the Government Contract shall take precedence, provided the Government Contract has been signed by an authorized representative of both parties.

- 13.8. **Amendment.** This Agreement may not be modified, altered or amended except by written agreement signed by an authorized officer both parties.
- 13.9. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create any relationship between DI and Customer other than that of independent contracting parties.
- 13.10. **Third Party Beneficiaries.** This Agreement is not intended to create and does not create enforceable obligations for the benefit of any third party.
- 13.11. **Assignment.** Neither party may assign (by operation, law or otherwise), sublicense, share, pledge, rent or transfer any of its rights under this Agreement or any SOW without the prior written consent of the other party, which will not be unreasonably withheld. Notwithstanding the foregoing, either party shall have the right to assign its rights and obligations hereunder (including any SOWs) whether upon change of control, or by sale of assets, reorganization, merger or otherwise provided such assignment is a) not to a direct competitor of the other party; (b) such assignment does not interfere with a party's performance obligations under this Agreement and any SOW; (c) such assignment does not change the scope of the Services and the intent contemplated by the parties under this Agreement and any SOW; and (d) such assignment is not pursuant to bankruptcy proceeding. Any assignment or transfer in violation of the above is void. This Agreement and any SOW will be binding on the parties, their successors and permitted assigns.
- 13.12. **Notices.** All notices required under this Agreement, and any SOW, shall be (a) in writing, (b) deemed to have been duly made and received when (i) personally served, (ii) delivered by commercially established courier service, or (iii) ten (10) days after deposit in mail via certified mail, return receipt requested, to the following:

<Customer Name> _____ _____ Attention: _____ Telephone _____ No: _____ Fax No: _____ With a copy to: _____ _____ _____ Attention: _____ Telephone _____ No: _____ Fax No: _____	Data Innovations LLC 463 Mountain View Drive Colchester, VT 05446 Attention: Office of CEO Telephone No: 802-658-2850 _____ Fax No: 802-658-2782
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- 13.13. **[Reserved]**
- 13.14. **Equitable Relief.** The parties agree that any breach of a party's confidentiality obligations or a breach of the license grant and restrictions set forth in this Agreement, and any SOW, may result in irreparable injury to the other party for which there is no adequate remedy at law. Therefore, in the event of any breach or threatened breach of such obligations, the non-breaching party will be entitled to seek equitable relief in addition to its other available legal remedies.
- 13.15. **Counterparts.** This Agreement, and each SOW, may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
- 13.16. **Facsimiles.** A fully executed facsimile, pdf copy or electronic transmission of this Agreement, and each SOW, shall serve as an original and shall be considered binding upon the parties.
- 13.17. **Authority.** Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement.



IN WITNESS WHEREOF, Customer and DI have executed this Agreement as of the dates of signature below.

DATA INNOVATIONS LLC

<CUSTOMER NAME>

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Return this signed Agreement to Data Innovations in .pdf format as an email attachment or via US Mail to:

Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS****PREAMBLE**

DATA INNOVATIONS LLC provides commercial products and services to the ordering agencies. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Premila Peters, President
Data Innovations LLC
Tel: 802-658-2850
Fax: 802-658-2782



Suggested Form

Blanket Purchase Agreement (BPA) format in the proposed FSS IT Schedule Pricelist

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act

(Ordering Agency) ___ And ___ (Contractor) ___ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **ordering activity that works better and costs less.**

Signatures

ORDERING ACTIVITY DATE

CONTRACTOR DATE



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- a) Name of Contractor
- b) Contract Number
- c) BPA Number
- d) Model Number or National Stock Number (NSN)
- e) Purchase Order Number
- f) Date of Purchase
- g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show the information)
- h) Date of Shipment

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements
- Federal Supply Schedule Contractors may individually meet customer need, or
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement
- Customers make a best value selection.



MAS Information Technology
APPROVED PRICE LIST

October 1st, 2020

SIN 33411 – Purchasing of New Electronic Equipment

INSTRUMENT MANAGER™ Hardware

DINA Part #	Part Description	List Price
GSA-IM-TS-EDS-1P-T	<u>Lantronix EDS Device Server – TAA Compliant (1 Port)</u> 1 DB25 (RS-232/RS-485/RS-422) serial port, 1 RJ45 (10BASE-T/100BASE-TX) network port. Supports TCP/IP Protocol. Supports secure transmission using SSL encryption. TAA compliant.	\$204.25

SIN 511210 – Software Licenses

INSTRUMENT MANAGER™ Software and Connections

DINA Part #	Part Description	List Price
GSA-IM-B02	<u>Instrument Manager Base Software</u> Instrument Manager base software.	\$601.00
GSA-IM-CX-01	<u>Instrument Manager Interface Connection</u> Adds one connection license to the Instrument Manager base software.	\$1,900.00
GSA-IM-EU-01	<u>End User Software Connection Software</u> Includes End User installation software and one End User Connection. Enables customers to concurrently access the Instrument Manager system from any remote network location.	\$1,558.50
GSA-IM-ELP	<u>Light Pole Connection</u> Adds an audio/visual connection to IM, does not include A/V Notification Light Pole device. Functionality available for use with Notifier, available with Instrument Manager base software. NOTE: Requires a light pole hardware (AVNLP)	\$1,770.50
GSA-IM-ODBC-01	<u>ODBC Database Access Connection</u> Allows one read-only, concurrent connection to IM database via Open Database Connection. Includes published schema.	\$1,770.50



SIN 511210 – Software Licenses

INSTRUMENT MANAGER™ Solutions

DINA Part #	Part Description	List Price
GSA-IM-SM-01	<u>Specimen Management</u> Adds specimen and data management functionality to the Instrument Manager base software. Includes Rules Processing. NOTE: The use of Specimen Management for Auto-Verification workflows requires the purchase of Rules Training for Instrument Manager, TR-RULE-11	\$3,517.50
GSA-IM-RP-01	<u>Rules Processing</u> Adds rules processing functionality to the Instrument Manager base software.	\$3,167.00
GSA-IM-MM-01	<u>Maintenance Manager</u> Adds maintenance management functionality to the Instrument Manager base software.	\$2,612.50
GSA-IM-SR-01	<u>Sample Archival</u> Adds sample archiving and storage retrieval functionality to the Instrument Manager base software.	\$2,612.50
GSA-IM-RT-01	<u>Specimen Routing</u> Adds the ability to define routing rules to determine routing of a specimen through the laboratory.	\$2,386.50
GSA-IM-DC-01	<u>Data Collection</u> Adds the ability to collect data from one or more connections and output that information as a text file or email message.	\$1,567.50
GSA-IM-MRE-01	<u>Manual Results Entry</u> Adds ability to define manual results entry to the Instrument Manager base software.	\$1515.50

SIN 511210 – Software Licenses

INSTRUMENT MANAGER™ Quality Solutions

DINA Part #	Part Description	List Price
GSA-IM-QC-BI	<u>Instrument Manager Bi-directional QC Integration License</u> Provides real-time, bi-directional integration of QC application, Bio-Rad Unity Real Time, with Instrument Manager.	\$2,121.75
GSA-IM-MA-EX	<u>Extended Moving Averages</u> Integrates Moving Averages - Moving Medians into Specimen Management, allowing Moving Averages - Moving Medians to release results that are held within the SM database. Allows sites to use an alternative QC approach for auto verification. Ties into the Host Messaging Setup to determine which results can be auto released. Includes QC Bracketing (IM-QC-BK). NOTE: Requires Specimen Management, Moving Averages Moving Medians (IM-MA-02) and Instrument Manager v8.12.20 or above	\$9,922.50
GSA-IM-QC-BK	<u>QC Bracketing</u> Allows Instrument Manager to support a QC Bracketing workflow within Instrument Manager. With QC Bracketing, specimens are held in the SM database until a QC event trigger is processed, which in turn will auto release results. Ties into the Host Messaging Setup to determine which results can be auto released. NOTE: Requires Specimen Management and Instrument Manager v8.11 or above	\$4,963.50

Data Innovations Printed Documentation

NOTE: Data Innovations provides software Product Manuals in electronic format with each purchase of Instrument Manager. Customers interested in a printed copy may choose to print copies for themselves from the software. Copies are also available for download and printing from the Data Innovations Customer Web Portal.