

**CONTRACT NO. (10)C-06-H
BETWEEN
THE CITY OF SUNRISE, FLORIDA
AND ETHOSOFT, INC.
FOR LABORATORY INFORMATION MANAGEMENT SYSTEM (LIMS)**

This Agreement is between the CITY OF SUNRISE, a municipal corporation of the state of Florida, whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as "the City" or "the Owner") and ETHOSOFT, INC. whose address is 6050 Peachtree Parkway, Suite 240 #249, Norcross GA 30092, a corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Consultant"), whose Federal Identification Number is 20-2913165.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The following items comprise the complete Contract and the obligations of the parties thereto are listed in order of precedence:

- 1) Contract No. (10)C-06-H
- 2) Ethosoft response to the City of Sunrise RFP (10)H-01 dated February 19, 2010 (Ethosoft document number COS-PRP001-R00).
- 3) City of Sunrise RFP (10)H-01

The Contractor's responsibility under this Contract is for Laboratory Information Management System (LIMS) and as further stated below in the Scope of Work section or as attached hereto in Exhibit "A", which is attached and made a part of this Contract.

The City's representative/liaison during the performance of this Contract shall be Ethan Jordan, Chemist, telephone number (954) 888-6062 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Bill Moss, CEO, telephone number (800) 870-7014.

The software license agreement for the X-LIMS software for 5 concurrent users as attached hereto in Exhibit "C".

The software support agreement for the X-LIMS software as attached hereto in Exhibit "D".

2. Payments

The Contractor will bill the City at the completion of each job for services rendered toward the completion of the work defined herein at the rates listed in Exhibit "B". Submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

City Initials _____
Revised May 20, 2009

Vendor Initials _____

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The initial contract period shall be for five (5) years, commencing on the date this Contract is fully executed. In addition, the City reserves the right to renew the contract for two (2) additional two (2) year periods, under the same terms, conditions and specifications contingent upon Budget approval.

In the event the services are scheduled to end either by contract expiration or by termination by the City of Sunrise (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums shall the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

Workers' Compensation: The successful Contractor(s) agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Commercial General Liability: The successful Contractor(s) agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence **\$1,000,000** Annual Aggregate. Coverages shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability of Cross Liability.

Business Automobile Liability The successful Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Additional Insured: The successful Contractor agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement or CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or similar endorsements, to the Commercial General Liability. The Additional Insured shall read “City of Sunrise.”

Waiver of Subrogation: The successful Contractor agrees by entering into a contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or shall a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage shall the Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance: The successful Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.

The Certificate Holder address shall read:

City of Sunrise
Attn: Purchasing Director
Purchasing Division
10770 West Oakland Park Blvd
Sunrise, FL 33351

Umbrella or Excess Liability: The successful Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse City as an “Additional Insured” on the Umbrella or Excess Liability, unless the

City Initials _____
Revised May 20, 2009

Vendor Initials _____

Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject: City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

7. Termination For Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

8. Termination For Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the provisions of this Contract, the City may, upon a three (3) day written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract or with such part or parts of the Contract as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City, less any amounts which the City reasonably

deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Contractor. The Contractor, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the amount of damages can be determined. The Contractor shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating this Contract because of such delay. In no event shall the City pay for profit or overhead on work not performed.

9. Termination For Convenience

This Contract may be terminated by the City without cause upon thirty (30) day written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all work completed to date, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit to the City its invoice for final payment and reimbursement under the terms of this Contract.

10. Indemnification

In consideration of the separate sum of \$10.00 (which \$10.00 is the first \$10.00 of the Contract Price), the Contractor shall indemnify and save harmless and defend the City, its agents and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents or employees in the performance of services under this Contract.

The Contractor further agrees to indemnify, save harmless and defend the City, its agents and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of the Contractor not included in the paragraph above and for which the City, its agents or employees are alleged to be liable.

11. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and are not officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

12. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

13. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

14. Governing Law/Jurisdiction/Venue

This Agreement shall be governed by the laws of the State of Florida. Shall the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

15. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

16. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

17. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the City shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Contractor under the terms of this Contract.

18. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

19. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

20. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

21. Modifications of Work

The City reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Purchasing Director.

22. Notice

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Purchasing Director
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Ethosoft, Inc.
President
6050 Peachtree Parkway, Suite 240 #249
Norcross, GA 30092

23. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Purchasing Director, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: Glenn R. Cummings

Title: Purchasing Director

Date: _____

ETHOSOFT, INC.

By:

Print: Bill Moss

Title: CEO

Date: _____

Witness

Witness

EXHIBIT “A”

SCOPE OF SERVICES

1. Technical Specifications

- a. The LIMS shall be a full-featured Laboratory Information Management System (LIMS) integrated into the Windows environment and available through a zero-footprint Microsoft Internet Explorer Web client. No local installs allowed.
- b. The LIMS shall be fully client configurable and allow for client involvement in adapting the software package to fit specific laboratory and customer needs.
- c. All LIMS applications and functionality shall be included with the base licensing cost.
- d. The software package is run on a server, and individual users access the database using their desktop or laptop computer with software based on the same configuration as the program that is run on the server. The client computer shall be used for only minimum, if any, data processing. The functionality is much like that of using Internet Explorer to access web pages or servers across the Internet.
- e. LIMS shall have scalable architecture and Microsoft/SQL Server Platform.
- f. LIMS vendor shall be a US Based corporation and all Software Development and Technical Support shall be based in the US.
- g. The LIMS shall have the ability to filter data easily and allow the saving of data filters for each user.

2. Data Model Requirements

- a. The system shall be capable of collecting unique data parameters at multiple levels (Sample Group, Sample, Test or Batch, at a minimum) without having to make any database data model changes.
- b. The system shall track an unlimited number of limit categories defined by the customer in the system (examples include detection limits, regulatory limits, reporting limits, accuracy limits) without data model changes.
- c. The system shall allow the laboratory the ability to define an unlimited number of specific workflows for Sample Groups, Samples, and Tests (at a minimum) without the need for any database data model changes.

3. User Interface

- a. Data shall be displayed in list or tabular form on all pages allowing end-users the ability to filter and sort the data that is desired.
- b. Users shall be able to define custom queries or filters for list screens that can be saved for later access.
- c. Data queries within the LIMS shall be 100% client configurable to meet the specific operational needs of the laboratory.

4. Workflow

- a. The system shall have a configurable workflow engine so that new workflows may be created and existing ones can be modified by the LIMS administrator as needed. The workflow engine shall address Sample Groups, Samples, and Tests (at a minimum).
- b. The system shall allow for the viewing of sample completion status as well as all other pertinent information relative to sample collection, analysis, and holding times.

- c. Total system functionality shall be equally applicable to pre scheduled and ad-hoc samples.

5. Test Configuration

- a. Each test shall be capable of having a unique workflow defined by the LIMS administrator in the system.
- b. Each Test shall have the ability to track cost and extended pricing.
- c. Tests shall track holding times from either sample date or time between workflow steps.
- d. Email alerts shall be able to be system generated based on test workflow events.
- e. Tests shall have the capacity to record data for 1 to n number of test parameters.
- f. EPA rounding logic shall be capable of being defined uniquely for each parameter within a test.
- g. Tests shall be able to be grouped together for routine use that: (1) can be assigned at login and (2) can have unique pricing that is different from the individual tests that comprise the group.

6. Sample Login

- a. System shall allow for groups of samples coming into the lab to be logged in quickly.
- b. The LIMS shall have the ability to assign a unique customer-defined sample numbering scheme matching the lab's current practices.
- c. Sample login shall contain a pre-definable list of all sampling locations that can be accessed easily.
- d. Samples or groups of samples shall have the ability to be copied and edited to allow for quicker login of other similar samples or groups of samples.
- e. The system shall allow for pre-defined Sample templates that allow bulk assignment of the following: (1) Tests, (2) Parameter Limits, (3) unique sample point specific parameter data, (4) unique sample specific workflow.
- f. Sample test assignment during login shall have the ability to assign 1 or more tests to 1 or more samples at the same time.
- g. Testing parameters shall be capable of being excluded from reports at login.
- h. Subcontract tests may be assigned to samples at login.
- i. The system shall allow for creation of sample and/or container barcode labels.
- j. The LIMS shall track sample containers and/or bottles and include the following information: (1) container/bottle type, (2) the preservative used and (3) the unique container number assigned by the LIMS. In addition, the LIMS shall allow for cross-referencing the LIMS assigned bottle number with any other reference number used by the lab for tracking purposes.
- k. Sample and testing limits shall be capable of being modified at the time of login if the need arises.

7. Sample Scheduling

- a. Scheduled samples shall automatically be logged or pre-logged into the system based on a re-occurring schedule that can be defined and configured by the LIMS administrator. The LIMS shall allow for multiple schedules to be created in order to schedule sample login at different frequencies.
- b. The system shall have a calendar view to look at the upcoming scheduled samples groups.

8. Worklists

- a. The system shall have the ability to display all samples that are waiting on testing and include holding time information.
- b. Users require the ability to view worklists specific to their departments and routine testing needs. The LIMS shall be capable of delivering user specific content on worklists.

9. Analytical Batch Management

- a. The LIMS shall be capable of grouping collections of samples, controls, and standards into unique batches used to simulate a laboratory worksheet or as an auto-sampler load list. The batch shall incorporate the QA/QC testing in the laboratory and includes the capability for dependency of QA/QC samples on other samples in the batch such as spikes and duplicates.
- b. Batch definitions shall be flexible in terms of QA element composition and nomenclature to accommodate all applicable methods and programs.
- c. A batch in the LIMS shall be able to group 1 or more tests that are defined in the LIMS (i.e. it shall allow for flexibility).
- d. For expediency, the LIMS shall allow for drop and drag functionality when creating the batch sample list.
- e. A sample may belong to one or more batches in the system as it goes through its workflow (i.e., prep batches, analytical batches).
- f. In order to use existing bench worksheets, batch data shall have the ability to be exported from the LIMS to Excel and the LIMS shall have the ability to import data back from the completed worksheet to the LIMS. The LIMS shall allow the laboratory the ability to configure the LIMS mappings for each unique bench worksheet with a simple easy to use GUI tool.
- g. Each batch in the LIMS shall have the ability to require unique, customer – defined parameters that are used to track data specific to the individual batch. These batch parameters shall not require the need to change the data model in the database.

10. Instrument Integration

- a. Capabilities shall allow for the option of bringing instrument files in to the LIMS and extracting the information and loading it into the database structure.
- b. The LIMS shall allow Instrument files to be uploaded by 1 of 2 different methods. The first method is to allow the user to upload the instrument file directly to the LIMS and the second method is to have it uploaded automatically off a shared network drive.
- c. Instrument integration shall be part of the LIMS architecture and not be dependent on 3rd party software that will have to be licensed separately.

11. Data Entry

- a. The LIMS shall track both raw data and data that has been modified by any calculations and/or rounding
- b. The system shall be able to handle QC calculations such as % recovery, %RPD, and % difference.
- c. The LIMS shall be able to round results according to EPA guidelines.
- d. The LIMS shall be able to allow users to enter data for a batch of samples in a grid that contains all the test runs in a batch with associated QC.

- e. The system shall allow for programmatic or user assigned result qualifiers.
- f. Data entry formats shall be selectable and assigned by parameter by the LIMS administrator. Minimum types of inputs that need to be supported are input boxes, select lists, comment boxes, and check boxes.
- g. The system shall lock test results once approved in specific workflow milestones.
- h. Programmatic actions when results are outside of limits shall be able to be performed by the LIMS (example: BDL for any result that is below detection limits).
- i. The system will be able to populate default parameter results in data entry input boxes.

12. Quality Control Tracking

- a. The LIMS QC charting and graphing capabilities shall include graphic capabilities and be able to export the data to Excel.
- b. The LIMS will have the ability to do QC charting for accuracy and precision on QC samples.

13. Standard, Reagent, & Consumable Inventory

- a. The application shall be capable of maintaining an inventory of laboratory items like laboratory reagents, chemicals, and consumables within LIMS.
- b. The LIMS shall be capable of comparing lot test results against specifications and controls provided by the manufacturer as well as comparison to in-house limits.
- c. The LIMS shall be able to easily link inventory items to testing results in order to maintain complete traceability back to lot numbers and manufacturer information.
- d. The LIMS shall be able to track in-house created laboratory standards (serial dilutions and/or complex multi component standards) and easily link them to testing results.

14. Labels and Barcoding

- a. Complete Barcode functionality shall be built into the LIMS.
- b. All labels shall be easily configured to incorporate barcode and text.

15. Data Reporting

- a. The LIMS shall be able to use MS SQL Server Reporting Services as the main reporting tool.
- b. Reports shall be able to be exported to MS Word, MS Excel, or PDF formats.
- c. The LIMS shall be able to integrate in regulatory reports that are in Excel format.
- d. The LIMS shall have access to the standard reports from any screen in the system without navigating to a separate menu item.
- e. The LIMS shall be certified to provide Appendix A and Appendix B reporting for state of Florida ADaPT Reporting.
- f. LIMS software, after configuration changes, shall be able to duplicate all State of Florida Water & Wastewater monitoring reports.
- g. LIMS software, after configuration changes, shall be able to create NLEAC compliant analytical reports.
- h. LIMS software shall be able to uniquely identify and save these individual reports (Ex. PDF, MS Excel or MS Word files) for the purpose of reprinting reports in the future. Ethosoft shall put a date stamp as part of the number on the report in order to guarantee the latest version.

- i. Configured LIMS software shall have the capability to allow all reports to be signed electronically in compliance with Federal and State laws concerning electronic signatures.
- j. Attached are sample reports (Exhibit II) that are submitted by the City to various government agencies.

16. LIMS Security

- a. All user levels shall be capable of being created at the discretion of laboratory management within the LIMS.
- b. Administrators shall be able to control access to menu items, screens, and individual fields via the LIMS security settings
- c. Administrators shall be able to apply filters to restrict viewable data for users based on LIMS security settings.
- d. The LIMS shall provide for multi-level review and approval of LIMS data.

17. Document traceability

- a. The LIMS shall have the ability to attach outside supporting documents to various LIMS objects, including Projects, Sample Groups, Samples, Tests, and Batches.
- b. The LIMS shall have the ability to include test reference documents, such as Standard Operating Procedures (SOPs) that can be associated with the tests and referenced by an analyst.
- c. The linked documents shall reside on a central files server and may be easily retrieved through the LIMS later by any user that has access.
- d. The attached documents shall be version controlled upon upload and will record at minimum the user that uploaded the document, as well as the date and time it was uploaded.

18. Auditing

- a. Every screen in the system shall be capable of auditing. This includes data entry screens, as well as administration screens.
- b. The fields requiring auditing in the system shall be defined and configured by the LIMS administrator and do not require custom code.
- c. The LIMS, at minimum, will record the user making the change, the data that was changed, and the data and time of the change.
- d. The system shall be able to audit the deletion of records.

19. Analyst Training Records

- a. The LIMS shall have the ability to track the initial and continuing demonstration of capability records for an analyst. If an analyst has not performed the initial or continuing demonstration of capability for a test, the system shall have the ability to prohibit them from running the test. In addition, the LIMS shall be able to track other reoccurring training and certifications for an analyst.
- b. If a testing certification has expired, the LIMS has the capability to prohibit the analyst from running the test.
- c. The system shall be able to alert an administrator with an email when a certification is about to expire.

20. Software Maintenance and Support

- a. Maintenance and Support shall include any and all software upgrades, internet and phone support.
- b. As a minimum, a “live” person, in an office physically located in the US, shall answer the support line between the hours of 8:00AM and 6:00PM, Eastern Standard Time, Monday – Friday.

21. Explanation of Exhibits

Exhibit 1:

This is a NELAC compliant analytical report. The LIMS must produce a similar NELAC compliant analytical report for tests performed by the City’s lab. A similar type report must be able to be produced per sample, quality control batch and work order. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include, but may not be limited to, the following: Work Order Number, Project Name, Project Manager, Sample ID, Sample Description, Matrix, Date/Time Sampled, Date/Time Received, Date/Time Analyzed, Analyzed By, Test Method, Test Parameters, Result, PQL, MDL, Units, Flags (such as FDEP data qualifiers) and Dilution. The report must include a sample cross reference page similar to page 3 of the exhibit. Pages 11-19 are examples of quality control data. The exact type of quality control data that must be reported for each report are method dependent. The LIMS must be able to produce NELAC compliant reports for all EPA methods and Standard Methods. For each method reported, the report must include all quality control data required by the method. If any quality control data fail or if any sample data is flagged (other than < MDL), the report must include a summary page listing all the failed quality control and flagged data. The report must include a summary page listing all of the data captured by the chain of custody/sample login.

Ethosoft response: As stated in the RFP submitted in February, Ethosoft can generate the report with the formatting and fields as desired.

Exhibit 2:

This is an example of a State report. This report is generated monthly for 1 wastewater plant. Most of this report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Monitoring Period and the numeric data in column G. The data for this report comes from two samples from the same sample point. One of the samples is a composite of 4 previously collected samples and the other is a grab sample.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 3:

This report is generated monthly. The columns with the red titles represent five different sample points from one wastewater plant. TS is total solids, VS is volatile solids, pH is pH, COD is no longer needed in this report. The rows are sample dates. Those dates will vary. Not shown in the exhibit, but similar in nature is a report that will be used for our two other wastewater plants. That report need only show TS. Each of those two plants will have only one sample point per plant.

Ethosoft response: Ethosoft can generate the report shown in Exhibit 3. What is different from the original proposal is the need for the same report for 2 additional plants. This

will require some additional configuration in X-LIMS to accommodate the 2 additional plants. Additional cost \$150.00 per report (\$300.00 total).

Exhibit 4:

This is an example of a State report. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Monthly Report Date, Sampling Date and everything in the Method, MDL, Value and Units column. This report is generated monthly for each of 8 sample points from one wastewater plant.

Ethosoft response: Ethosoft can generate the report shown in Exhibit 4. What is different from the original proposal is the need for the same report for different 8 sample points. This will require some additional configuration in X-LIMS to accommodate the additional sample points. Additional cost \$350.00.

Exhibit 5:

There has been an update to this report (see attached pdf). This is an example of a State report. It is generated quarterly for each of 4 sample points. Part is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Monitoring Period, Date Sample Obtained, Time Sample Obtained, Sample Measurement, Units, Detection Limits, Analysis Method.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 6:

There has been an update to this report (see attached pdf's. One is a blank template and the other is an example with data filled in). This is an example of a State report. Pages 1-3 do not need to be replicated by the LIMS. This report is generated annually for our drinking water plants and their wells. Parts are boilerplate. The following parts are not boilerplate:

On Page 4:

System Name and PWS ID (we have 3 plants with unique names and IDs), Sample Number, Sample Date, Sample Time, Sample Location (this would be the full description), Location Code (this would be the FL Adapt code), Disinfectant Residual, Field pH, Sample Type (either check Entry Point or Raw depending on if it is a plant sample or well sample), Reasons for Sample (check Routine Compliance and may check Composite of Multiple Sites if report will be of a well composite, otherwise, leave it blank), Under Sampler Certification (Sampler Name, Sampler Title, Date).

On Page 5:

PWS ID, Sample Number, Job ID (which will be the work order number), Where appropriate, check boxes under Inorganics, Synthetic Organics, Volatile Organics, Disinfection Byproducts, Radionuclides & Secondaries; Under Lab Certification, Date and incorporate a scanned signature.

On pages 6-12:

Any fields not already filled in by boilerplate in the blank template attached must come from the database query. Examples include but may not be limited to the following: Job ID, Analysis Result, Qualifier, Analytical Method, Lab MDL, Analysis Data and Time, Lab Certification Number, Analysis Errors, Disinfectant Residual, PWS ID, Extraction Dat. Specifically for page 12, all of the fields from previous pages but also Contam Id, Contam Name, MCL, Units.

Ethosoft response: Ethosoft can generate this report in landscape mode. Since this is run for 3 plants and only 1 report was estimated from the example in the original proposal, there will be additional costs to run the report for the other 2 plants. The extra cost is \$250.00.

Exhibit 7:

This is an example of a report sent to customers after their drinking water has been tested. All data that is hand written in the attached exhibit must be filled in by a LIMS database query. All other data is boilerplate.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 8:

This is an example of a State report. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Quarterly Reporting Period, Year, Actual Month/Year, # of Disinfectant Residual Samples, Monthly Average and Running Annual Average. This report is generated quarterly for each of 5 PWS ID's. Each page in the Exhibit from 2 to 6 represents a different PWS.

Ethosoft response: As stated in the original RFP, the Report that is identified as exhibits 8, will be listed as an additional charge as outlined in the pricing section of the RFP.

Exhibit 9:

This is an example of a State report. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Quarterly Reporting Period, Year, Actual Quarter, # of samples taken (THM and HAA), Average THM and HAA, Running Average THM and HAA, Sample Location, Average or Maximum Residence Time, Date of Sample Collection, Disinfectant Residual, Sampler Name, Date of Analysis, Analytical Method, Lab Name and Certification #, TTHM Result, HAA result. This report is generated annually for each of 5 PWS ID's. In the exhibit, pages 1-3 represent one PWS, pages 4-6 represent another one, pages 7-9 represent a third, pages 10-12 represent the fourth and pages 13-15 represent the fifth.

Ethosoft response: As stated in the original RFP, the Report that is identified as exhibits 9, will be listed as an additional charge as outlined in the pricing section of the RFP.

Exhibit 10:

This report is generated monthly for 3 PWS ID's. The parts of the report that are not boilerplate and are filled in by database query include the following: Month/Year, Date Collected, Location, City Results, Contract Lab Results.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 11:

This is an example of a State report. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Method Detection Limit, 90th Percentile Value, Rank, Sample Location, Tier, Lab Sample ID, Date Site Sampled, Result (which will be Lead for the lead report and Copper for the copper report), Date Submitted to Lab, Analysis Date. A report for Lead and a report for Copper is required. The LIMS must sort the table by lead or copper result in ascending

order and calculate the 90th percentile. This report is generated every 6 months for 3 PWS ID's.

Ethosoft response: Ethosoft can generate the report shown in Exhibit 10. What is new here is the need for the same report for 2 additional plants. This will require some configuration for the 2 new reports that was not estimated in the RFP. Additional cost \$150.00 per report (\$300.00 total).

Exhibit 12:

This is an example of a State report. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Monitoring Period, all columns in the Water Quality Parameter Monitoring Results table. This report is generated every 6 months for 3 PWS ID's.

Ethosoft response: Ethosoft can generate the report shown in Exhibit 12. What is new here is the need for the same report for 2 additional plants. This will require some configuration for the 2 new reports that was not estimated in the RFP. Estimated additional cost \$150.00 per report (\$300.00 total).

Exhibits 13:

This is an example of a State report (note that the format will change effective 6/10, see attached pdf for new format). The vendor must prepare the report based on the new format. Even though the discussion below is based on the old format, it still applies to the new format. Part of the report is boilerplate. The parts that are not boilerplate and are filled in by database query include the following: Lab Receipt Date & Time, Analysis Date & Time, System Name, PWS ID, System Address, City, Collector, Sample Collection Date, Sample Number, Sample Point, Collection Time, Sample Type (D for Distribution, C for Repeat, R for Raw, P for Plant tap, S for special, N for Entry Point to Distribution), Disinfectant Residual, pH, Total Coliform, e. coli, Lab Sample Number, Average Disinfectant Residual. Query data for this report is grouped by the following criteria: System Name, Collector and Sample Collection Date. In addition, each page can accommodate no more than 7 records. If more than 7 records exist for a particular System, Collector and Sample Date, then a new page must be started. The average disinfectant residual must be calculated on each page and only for Sample Types of D or C. Lab Signature must be a scanned signature or some other form of legal electronic signature. This report is generated monthly for each of 5 PWS ID's. Each daily chain of custody submission will include samples from one or more plants. Each plant will typically have between 3 and 35 pages during any particular month.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal. Currently, X-LIMS queries the system to run this report off individual chains of custody. That is why we assumed this is on a COC basis. If the city needs to run this over a time frame, the query can be constructed to do so. Ethosoft is doing something similar for the City of Margate.

Exhibit 14:

This report is identical to Exhibit 13 with the following additions: HPC is checked and the database query must pull Non-Coliform results into the report, too. Like Exhibit 13, this report must be based on the new format effective 6/10.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 15:

This report is identical to Exhibit 13 with the following additions: Project and By. Both fields must be filled by the database query. Like Exhibit 13, this report must be based on the new format effective 6/10.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal if the ‘Project’ and ‘By’ fields do not require a modification to the State template. If modification of the template is required, there is a \$300.00 charge.

Exhibit 16:

This report is generated monthly. The database query must fill in all the fields under the Monthly title.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 17:

This report is generated monthly. The database query must fill in all the fields under the Upper Zone and Lower Zone titles. Upper Zone and Lower Zone represent two different sample points.

Ethosoft response: X-LIMS can generate this report with the configuration provided in the proposal.

Exhibit 18:

The first tab is an example of a chain of custody/sample login form for the City’s lab. At a minimum, the LIMS must be able to capture all of the fields represented in this exhibit. The following fields should be type-ahead: Sampler Name, Field Instrument IDs, Area, Sample Point, Grab/Composite, Field Dup, Sample Matrix, Relinquished By, Affiliation, Relinquished To, Samples Stored In. Sample Point must be filtered based on the Area selection and it must only allow selections from the list. For sample points not in the list (for example a wastewater spill into a canal or a new construction clearance) the user will select a generic sample point (such as wastewater spill or clearance) then add address information into a linked text field. If the vendor has an alternative way to accomplish these goals, the City will consider their recommendations. Cl2 Reagent ID must only allow Cl2 reagent that is still in stock. Field Instrument IDs must only allow pH meter IDs in the pH field, Conductivity Meters in the Cond field and Cl2 meters in the Cl2 field. Not shown in the exhibit, but also needed are Turbidity meter and DO meter fields as well as fields where turbidity and DO results can be entered for each sample. When a selection is made in Area, Sample Point must filter to only allow selections that are linked to the Area selected. All Date fields must have a calendar drop down. The second and third tabs are examples of our contract lab chain of custody. The LIMS must automatically produce similar contract lab chains of custodies for all samples selected in the City’s chain of custody. Bid Item represents a list where certain tests are invoiced as a group. The Bid Item must be included in each contract lab chain of custody. The second and third tabs are only a subset of samples and tests for which chains of custodies for a subcontract lab must be able to be generated. XLIMS does not need to do anything with “DB Transfer” tab. That tab will no longer be necessary once XLIMS is implemented.

Ethosoft response: If the City wishes the data to be entered by a user into the LIMS from the form on tab 1. X-LIMS will capture the required fields for data entry. The forms on tab 2 and 3 are to be produced by X-LIMS when the samples are generated in the LIMS. Ethosoft is committed to capturing the data on the first tab and producing the COC form

for printing on tabs 2 and 3. To address the data entry requirements above, the sample points will be filtered by Ethosoft clients (= City of sunrise areas). Most of the fields requested to be type ahead in login will be as such when a select list is present (examples – sample points, sample types) and Internet Explorer v8 is used. Some of the fields will not be a type ahead when a text box is present. (example- sampler name is a text box in our log in screens). Having the ability to do type ahead text boxes would require a database connection to actively scan a table or a set of tables on each key stroke. In instances where look up to a central list is required, Ethosoft could estimate the feasibility of adding a custom lookup control for the City next to the text box. Cost for such a control would be estimated on a case by case basis. Finally, some of the type ahead functionality will depend on configuration of data parameters. Address information on a generic sample point may be added to the note field for the COC or in a data parameter, the best approach to be determined at implementation. Field test information will be set up as field tests so that reagents may be linked to the testing (i.e, CL2 reagent). Ethosoft has calendars for most date fields. Any data that needs to be tracked in X-LIMS can be added as a parameter in X-LIMS. All parameters can be set up for user defined text boxes or select lists. The issue with setting up parameters is that they appear on a parameter data entry screen. All select lists set up for a parameter will need to have values populated in them by the City.

Exhibit 19:

This is an example of a chain of custody used by plant operators to document sample collection and transport to the City's lab. Much of the information is identical to that in Exhibit 18. The City would prefer the plant operators use the LIMS to log sample collection and automatically print out a chain of custody when they transport samples to the lab. The City is open to suggestions by the vendor to accomplish the above goal.

Ethosoft response: The operators can log the samples into X-LIMS as long as the City remains within its concurrent X-LIMS user license agreement. Ethosoft will produce the Chain of Custody document for the City.

Exhibit 20:

These are examples of contract lab chain of custodies after they were printed from a file similar to that in Exhibit 18. After the contract lab picks up the samples from the City lab, the City signs relinquishing the samples and the contract lab signs accepting custody. The signed copies are scanned. The City would like to incorporate these scanned files into the LIMS and linking them to the affected samples. The City is open to suggestions on how best to accomplish this.

Ethosoft response: The scanned images can be attached to the Chain of Custody login in X-LIMS using the document attach feature.

Exhibit 21:

This is an example of an accuracy control chart. The LIMS must be able to calculate new control limits and produce a similar type report for each method on a quarterly, semiannual and annual basis. Accuracy control charts are required for standards and matrix spikes. The LIMS must be able to automatically apply new control limits to its parent method. Applying the new limits must not require manual updating.

Ethosoft response: X-LIMS can produce the chart for any date range that the City needs. The report does perform the calculations for the new control limits over the user inputted date range, but it will not automatically update the new control limits in the application.

The new limits may be added back into X-LIMS by a user. Ethosoft can customize this functionality for an additional cost. The estimated cost for precision and accuracy control limit updates is \$4,800.00

Exhibit 22:

This is an example of a precision control chart. The LIMS must be able to calculate new control limits and produce a similar type report for each method on a quarterly, semiannual and annual basis. Precision control charts are required for matrix duplicates and matrix spike duplicates. The LIMS must be able to automatically apply new control limits to its parent method. Applying the new limits must not require manual updating.

Ethosoft response: X-LIMS can produce the chart for any date range that the City needs. The report does perform the calculations for the new control limits over the user inputted date range, but it will not automatically update the new control limits in the application. The new limits may be added back into X-LIMS by a user. As indicated in Exhibit 21, the system can be programmed for an additional charge to allow for the updating of new control limits after a triggered event (such as clicking an “update control limits button”).

Exhibit 23:

This is an example of the sample bottle preparation log. The purpose of this log is to maintain a record of who prepared the bottles, when they were prepared and what preservative lot numbers were used (if any) as well as the physical characteristics of the bottle. The City does not reuse sample bottles. All bottles are either purchased from commercial vendors or are provided by the City’s contract lab (as represented by Xenco in the exhibit). Under Bottle Source, everything beginning with PUR links back to a record in our material receiving log (not part of the original RFP exhibits, but added as exhibit 33 per the RFP presentation). The receiving log stores information such as vendor, lot #, date received and more. Each bottle is given a unique identifier (which currently also serves as the City’s sample ID). The City is open to suggestion by the vendor on ways to streamline the information captured by this log into the LIMS workflow.

Ethosoft response: X-LIMS can prepare the bottle log from either the inventory or COC login section or a combination of both depending on whether or not the lab uses the cross reference field in the COC containers window. If a physical link is required between the inventory system and the COC containers Ethosoft can perform this custom code for \$6500.00

Exhibits 24 & 25:

These are examples of NELAC required reports. The LIMS must be capable of creating similar reports for each analyst for each method the analyst runs. Not shown in the exhibits, but the LIMS must also produce a report showing when an analyst’s demonstration of capability needs to be renewed (which is annually for each method the analyst is certified to run). Filtering of certification dates displayed on a screen listing analysts whose demonstrations are expiring is satisfactory.

Ethosoft response: Reports that are identified as exhibits 24 and 25 will be an additional charge as outlined in the pricing section of the RFP. As far as the report not shown, X-LIMS offers filtering capability for certification expiration dates. To create an extra printed report will cost extra, the amount to be determined once the format is submitted to Ethosoft.

Exhibits 26-32 Common to All:

These are examples of batch worksheets for a variety of methods. The LIMS must capture all the information represented by all of worksheets. With the exception of microbiology, each batch may have no more than 20 samples. While the type of information and quality control captured by each worksheet varies, certain types of information captured are the same: such as equipment ID's and reagent/material ID's. For such information, the LIMS must not allow free text data entry and must instead provide a type-ahead lookup box that filters the selection possibilities dependent on the method and the field being filled. For example, in Exhibit 27 under Oven ID, the LIMS must only allow the selection of ovens (therefore an analyst must not be able to select a furnace ID or a pH meter ID) and only ovens currently operational. Likewise, with furnaces, the LIMS must only allow the selection of operational furnaces. Another example would be in exhibit 26 under AgNO3 titrant, the LIMS must only allow the in stock non-expired titrant to be selected. Likewise with K2CrO4 indicator and pipette ID's. This filtering of the lists must be implemented in all method worksheets and for all like fields. See the worksheets for a comprehensive list of what must be implemented in the above fashion. If this requirement is unclear, the vendor should contact the City to get clarification. The LIMS must flag QC samples that fall outside of the acceptable limits. The LIMS must automatically flag all data with FDEP data qualifier codes when an event requiring a code is triggered.

Ethosoft response: Ethosoft's approach is to use its X-LIMS Excelerator function to map directly with the bench sheets in Excel. In doing so, Ethosoft allows the City to use their existing bench worksheets by exporting X-LIMS parameter data out to the spreadsheet and back in from the spreadsheet. At that point all input controls are in the spreadsheet and are not under X-LIMS control, they are the responsibility of the customer. Some modification of the bench sheet may be needed depending on the individual sheet as X-LIMS does not export inventory information to the spreadsheet. That information is linked to the batch when it is created. Data imported back into the LIMS is subjected to the control limit checks in the application. All flagging and qualifier evaluation is done once the data is imported back into the LIMS from Excel and checked against the limits. Note as described in the exhibit 21 and 22 response, X-LIMS does not do automatically update new control limits.

Inventory and Equipment information are tracked in the X-LIMS inventory module. The inventory is linked to a batch of samples from an interface in X-LIMS, not through the upload functionality, In this interface, the data is assigned from data that is already filtered for accurate and applicable information. Barcoding can be used to assign inventory items in this interface as well.

X-LIMS has the ability to create a "customized" data entry screen for any test or a batch of tests. This is done by allowing the user to choose what type of data entry is needed for any defined parameter. The choices for data entry per parameter are text box, select list, checkbox, or comment fields. The order that the parameters are displayed in can be controlled as well. The layout of the screen does not change. The inventory can be linked to the test runs in the interface.

Exhibit 33 (addendum):

This exhibit was not part of the RFP exhibits, but it was presented and discussed in the RFP presentation. This is being added as a requirement to be implemented since it is crucial for tracking every component of the sample life cycle and the forms of this exhibit provide the source of the filtered lists of material IDs, reagent IDs and standard IDs described in earlier exhibits. The City will consider suggestions from the vendor as to

how to implement these forms and meet the goals above provided all the information represented in the forms is captured by the LIMS.

Ethosoft response: Ethosoft can track this information in the Standards (inventory) area.

Requirements from the RFP Presentation:

Vendor agreed to import the entire City customer address database into the LIMS and link those addresses to geocodes provided by the City. Vendor agreed to sort and filter those addresses by areas served by one of three water/wastewater plants.

Ethosoft response: What was discussed in the presentation were 2 different scenarios. The first was to load the entire City address database into X-LIMS. During the discussion, this presented problems in that the customer information would have to be updated periodically to be kept current. This can be done but will require custom work and extra money to ensure that update is running smoothly. Such a scenario might also make finding sampling sites difficult during login for the lab analyst.

The second scenario involved having a sample template for customer work where all that is tracked is a customer ID and/or Geocode ID. A view is built that that can be queried by the external GIS/ CIS system that lists the customerID and/or GeocodeID, the sampled date and the analytical results. Such a scenario is a low cost solution. There is a minimal configuration charge to create the view. Estimated cost is \$200.00.

Ethosoft can load the database of 66,000 records but recommends for performance reasons a select list at login can only bring back 100 records or so at a time. Ethosoft recommends a custom lookup control be place next to the select list at login so that all records associated with a client (i.e, water plant) can be searched at login without having to search through thousands of records in a select list. Subsequent conference calls with the City have indicated that the proposed 2nd scenario is not an option for the City. Estimated cost for the custom look up control is \$1500.00.

The City will require the vendor to implement an interface into the LIMS for operations staff to log their process control tests. These are tests such as chlorine, chloride, fluoride, alkalinity, hardness and iron that are not run under the context of a quality control batch, but are used, along with lab data, to create reports. The LIMS should also store pressure and flow data either manually inputted by the operations staff or electronically updated using Excel spreadsheets or something similar to SQL Server DTS.

Ethosoft response: This can be done using the X-LIMS Excelerator functionality and a daily upload spreadsheet containing the process control data and flow information. If the daily spreadsheet exists, there is no additional charge.

The LIMS must implement an equipment maintenance and calibration log.

Ethosoft response: X-LIMS can track instrument maintenance and calibration information.

The LIMS must implement electronic uploads (either Excel or FL ADAPT) of contact lab data into the LIMS.

Ethosoft response: As discussed in the presentation, X-LIMS currently does not have the ability to import ADAPT files, X-LIMS can only create ADAPT exports. X-LIMS can import contract lab data from a CSV file (an Excel spreadsheet is saved as CSV file). However, to do this, Ethosoft must configure the upload to match the vendor's spreadsheet format. An estimate of the cost for this effort can be made if the contract lab

export excel file is submitted to Ethosoft for review. Ethosoft has estimated the work for the electronic ADAPT upload would cost \$6500.00

The LIMS must implement electronic capture of data from the Mansci CBOD analyzer, Seal AQ2, Mettler balances and Hach HQd pH/Conductivity meters.

Ethosoft response: X-LIMS has the ability to load data from instruments that produce a text file, or from instruments that have software that will allow data input into windows forms. This requirement for these instruments was not conveyed in the original proposal and was not priced into the amount. The cost for instrument integration is \$1200.00 per instrument for \$3600.00 total.

EXHIBIT “B”

PRICING

Item	Amount
Onsite installation and training	\$3,800.00
Installed software with all configured reports. Includes payment for Licensing, configuration, implementation, and 1 st year’s maintenance.	\$43,950.00
Additional cost for Exhibits 8,9 24 & 25	\$4,500.00
Additional cost for Exhibit 3	\$300.00
Additional cost for Exhibit 4	\$350.00
Additional cost for Exhibit 11	\$300.00
Additional cost for Exhibit 12	\$300.00
Additional cost for Exhibit 15	\$300.00
Additional cost for Exhibit 21&22	\$4,800.00
Additional cost for City Customer Addresses	\$1,500.00
Total	\$60,100.00*

*Note: Payment shall be remitted by the City thirty (30) days after Invoice is received. Invoice shall be presented to the City of Sunrise upon final implementation.

Support Maintenance for Years 2-5

Ethosoft agrees to hold these prices firm for the length of this five year contract.

Item	Amount
LIMS Support maintenance for Year 2	\$4,700.00
LIMS Support maintenance for Year 3	\$4,700.00
LIMS Support maintenance for Year 4	\$4,935.00
LIMS Support maintenance for Year 5	\$5,181.00

Contingency Pricing

This is a summary of the additional pricing due to new specifications contained herein, these Contingency items may be added at a later date, Ethosoft agrees to hold these prices firm for twelve (12) months after execution of this contract.

Item	Amount
Additional cost for Exhibit 6 Configuration for 2 additional plants	\$250.00
Additional cost for Exhibit 23 Custom code for link from inventory to bottle kit	\$6,500.00
Additional cost for ADAPT Upload Add base code for ADAPT imports	\$6,500.00
Additional cost for Subcontractor file upload	Depends on file format
Additional cost for Instrument data capture \$1,200.00 per instrument (3)	\$3,600.00

EXHIBIT "C"

ETHOSOFT X-LIMS END USER SOFTWARE LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY (U.S. & CANADA)

NOTICE TO USER: PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS THE CONTRACT BETWEEN YOU AND ETHOSOFT CORPORATION, REGARDING THE X-LIMS SOFTWARE SYSTEM. THIS AGREEMENT CONTAINS WARRANTY AND LIABILITY DISCLAIMERS AND LIMITATIONS. YOUR INSTALLATION AND USE OF THE X-LIMS SOFTWARE IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS END USER SOFTWARE LICENSE AGREEMENT.

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2. You may make one copy of the Software in machine-readable form solely for backup or archival purposes and one copy of the Software for testing purposes. You must reproduce on any such copy all copyright notices and any other proprietary legends found on the original. You may not make any other copies of the Software.

Restrictions

1. You may not copy, transfer, rent, modify, use or merge the Software, or the associated documentation, in whole or in part, except as expressly permitted in this Agreement. You may be required to pay a license transfer fee prior to receiving any written consent for transfer or assignment. Any attempted transfer or assignment in violation of this provision shall be null and void.
2. You may not reverse assemble, decompile, or otherwise reverse engineer the Software.
3. You may not remove any proprietary, copyright, trade secret or warning legend from the Software or any Documentation.

4. You agree to comply fully with all export laws and restrictions and regulations of the United States or applicable foreign agencies or authorities. You agree that you will not export or reexport, directly or indirectly, the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder or other applicable United States law.
5. You may not modify, sell, rent, transfer (except in the event of a computer malfunction or computer upgrade), resell for profit, or distribute this license or the Software, or create derivative works based on the Software, or any part thereof or any interest therein.

Termination

You may terminate this Agreement by discontinuing use of the Software, removing all copies from your computers and storage media, and returning the Software and Documentation, and all copies thereof, to Ethosoft. Ethosoft may terminate this Agreement if you fail to comply with all of its terms, in which case you agree to discontinue using the Software, remove all copies from your computers and storage media, and return the Software and Documentation, and all copies thereof, to Ethosoft.

U.S. Government End Users

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

European Community End Users

If this Software is used within a country of the European Community, nothing in this Agreement shall be construed as restricting any rights available under the European Community Software Directive, O.J. Eur. Comm. (No. L. 122) 42 (1991).

Limited warranty and Limitation of remedies

Limited Warranty. Ethosoft warrants that for a period of thirty days from the beginning of the applicable warranty period (as described below), or for the designated warranty period if a different warranty period is designed as the warranty period for the Software.

Warranty Period Commencement Date. The applicable warranty period for software begins on the earlier of the date of installation or three (3) months from the date of shipment for software installed by Ethosoft personnel. For software installed by the purchaser or anyone other than Ethosoft, the warranty period begins on the date the software is delivered to you. The applicable warranty period for media begins on the date the media is delivered to the purchaser.

ETHOSOFT MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR THAT THE SOFTWARE OR DOCUMENTATION IS NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ETHOSOFT MAKES NO WARRANTIES THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR WILL CONFORM EXACTLY TO THE DOCUMENTATION, OR THAT ETHOSOFT WILL CORRECT ALL PROGRAM ERRORS. ETHOSOFT'S SOLE LIABILITY AND RESPONSIBILITY FOR BREACH OF WARRANTY RELATING TO THE SOFTWARE OR DOCUMENTATION SHALL BE LIMITED, AT ETHOSOFT'S SOLE OPTION, TO (1) CORRECTION OF ANY ERROR IDENTIFIED TO X-LIMS IN A WRITING FROM YOU IN A SUBSEQUENT RELEASE OF THE SOFTWARE, WHICH SHALL BE SUPPLIED TO YOU FREE OF CHARGE, (2) ACCEPTING A RETURN OF THE PRODUCT, AND REFUNDING THE PURCHASE PRICE UPON RETURN OF THE PRODUCT AND REMOVAL OF ALL COPIES OF THE SOFTWARE FROM YOUR COMPUTERS AND STORAGE DEVICES, OR (3) PROVIDING A REASONABLE WORK AROUND WITHIN A REASONABLE TIME. ETHOSOFT'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY RELATING TO MEDIA IS THE REPLACEMENT OF DEFECTIVE MEDIA RETURNED WITHIN 30 DAYS OF

THE DELIVERY DATE. THESE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. WARRANTY CLAIMS MUST BE MADE WITHIN THE APPLICABLE WARRANTY PERIOD.

Limitation of liability

IN NO EVENT SHALL ETHOSOFT BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE (INCLUDING WITHOUT LIMITATION ANY TRADE PRACTICE, UNFAIR COMPETITION OR OTHER STATUTE OF SIMILAR IMPORT) OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE POSSESSION OR USE OF, OR THE INABILITY TO USE, THE SOFTWARE OR DOCUMENTATION, EVEN IF ETHOSOFT IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR RELATED TO LOSS OF USE, LOSS OF DATA, DOWNTIME, OR FOR LOSS OF REVENUE, PROFITS, GOODWILL OR BUSINESS OR OTHER FINANCIAL LOSS. IN ANY CASE, THE ENTIRE LIABILITY OF ETHOSOFT UNDER THIS LICENSE, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED IN THE AGGREGATE THE PURCHASE PRICE OF THE PRODUCT.

SOME STATES, COUNTRIES OR JURISDICTIONS LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS OR TO THE EXTENT SET FORTH ABOVE, OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED. IN SUCH STATES, COUNTRIES OR JURISDICTIONS, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE MAY NOT APPLY TO YOU. HOWEVER, ALTHOUGH THEY SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, THEY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.

General

This Agreement shall be governed by laws of the State of Georgia, exclusive of its conflict of laws provisions. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The controlling language of this Agreement, and any proceedings relating to this Agreement, shall be English. You agree to bear any and all costs of translation, if necessary. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. All questions concerning this Agreement shall be directed to: Ethosoft, Inc., 6050 Peachtree Parkway, Suite 240 #249, Norcross, GA 30092.

X-LIMS is a registered trademark of Ethosoft in the U.S.

EXHIBIT "D"

X-LIMS™ Software Support Agreement

This Software Support Agreement (the "Agreement") is made as of [Date1],[Year1] (the "Effective Date"), by and between Ethosoft, Inc., a Georgia corporation with its principal office located at 6050 Peachtree Parkway, Suite 240 #249, Norcross, GA 30092, Telephone: 678-528-8798, Facsimile: 678-935-0823, Email: support@ethosoft.com.com ("Ethosoft") and the Licensed X-LIMS Customer whose name appears below ("Customer"). The City of Sunrise, 10770 West Oakland Park Boulevard, Sunrise, Florida 33351, and Ethosoft hereby agree as follows:

1. Ethosoft SOFTWARE PRODUCTS

Pursuant to the X-LIMS System License Agreement included with the X-LIMS Software and/or the Software License Purchase Agreement (the "License Agreement"), Customer has licensed from Ethosoft the right to use the Licensed Software as defined in the License Agreement.

2. DEFINITIONS

2.1 **Error** means a reproducible failure of the Licensed Software to perform in substantial conformity with the Licensed Software specifications set forth in the corresponding User's Guide, Administrator's Guide, help files or other printed documentation.

2.2 **Initial Support Term** means the period beginning on the Effective Date of this Agreement and ending [Date2][Year2].

2.3 **Major Enhancement** means any major functional revision to the Licensed Software (designated by a renumbered release number such as 3.4 to 4.0) released by Ethosoft during the Initial Support Term or any Renewal Support Term.

2.4 **Minor Enhancement** means any minor release, update, modification or "bug fix" which does not necessarily provide materially new functionality, as determined by Ethosoft in its sole discretion, and made generally available to Ethosoft's supported customers.

2.5 **Renewal Support Term** means a successive one-year renewal term following the Initial Support Term agreed upon by the parties pursuant to Section 7.1.

2.6 **Support Times** means the hours of each day and the days of each week set forth in Schedule 1 hereto.

2.7 **Support Incident** is defined as one specific Error or other technical issue that begins when a customer calls or emails Ethosoft Technical Support and ends when either the single specific Error or other technical issue is resolved or Ethosoft Technical Support deems it non-resolvable. Each specific support incident will generate a "ticket", which be opened, tracked and closed separately from any other specific support incidents.

2.8 **Support Plan** means the specific software support and maintenance plan offered by Ethosoft and selected by Customer. Ethosoft may offer different plans with specific support levels, number of covered incidents and extent of software maintenance provided.

3. SOFTWARE SUPPORT

3.1 Software Support Services

During the Initial Support Term and any Renewal Support Term, Ethosoft shall render the software support services set forth in this section to Customer subject to: (i) Customer's payment of the support fees described in Section 5, and (ii) Customer's compliance with its obligations set forth in Section 4 and elsewhere in this Agreement.

3.2 Services

The software support services to be provided by Ethosoft pursuant to this Agreement are as follows:

(a) Help Desk

Ethosoft will provide Customer with reasonable help desk assistance during the Support Times regarding the installation and implementation of the Licensed Software, and the identification,

diagnosis and correction of Errors. Ethosoft will attempt to resolve any support questions posed by Customer. If Ethosoft determines that it would be appropriate to do so, Ethosoft may defer resolution of a support question until a later time. At its discretion, Ethosoft may provide Customer with help desk support during times other than the Support Time and/or beyond the maximum number of monthly and/or annual Support Incident limits (if applicable) at Ethosoft's then standard rates. Customer shall be responsible for paying charges for such additional help desk support.

(b) Web Site

Ethosoft will provide Customer with access to technical information via its web site(s) on the Internet.

(c) Minor Enhancements

Ethosoft will provide Customer with copies of all Minor Enhancements at no additional cost to Customer.

(d) Major Enhancements

Ethosoft will provide Customer with copies of all Major Enhancements at no additional cost to Customer.

3.3 Procedures for Error Correction Services

(a) Notification

To obtain Error correction services, Customer must notify Ethosoft immediately of any suspected Error and must provide Ethosoft with reasonable detail of the nature of and circumstances surrounding the Error. "Reasonable detail" includes complete software, hardware and network configuration information as requested by Ethosoft.

(b) Remote Diagnostics

Ethosoft may perform remote diagnostics to determine the existence and nature of an Error.

(c) Error Correction

Ethosoft will make reasonable commercial efforts to correct and resolve Errors that Customer reports to Ethosoft and which Ethosoft is able to reproduce. Customer will promptly provide Ethosoft with all information requested by Ethosoft to reproduce such Errors. For each such Error, Ethosoft will use reasonable commercial efforts to provide Customer with a workaround, a software patch or, if Ethosoft is unable to provide Customer with either of the foregoing, a specific action plan for addressing the Error, including a good faith estimate of the time required to correct and resolve such Error.

(d) Remote Correction

Ethosoft may perform any Error correction work via remote telecommunications. If such remote support is unavailable, in Ethosoft' opinion, to satisfactorily resolve the Confirmed Error, Ethosoft may require Customer to provide data files on removable media via overnight courier (or other shipping method that provides end-to-end tracking) or other mutually agreed upon electronic medium at Customer's expense.

3.4 Response Times

Ethosoft will use reasonable commercial efforts to communicate with Customer, by telephone, e-mail, fax or Ethosoft' website regarding Errors that Customer reports to Ethosoft during the Support Times; for purposes of this Agreement, a "response" means Ethosoft' acknowledgment of an Error, and does not necessarily mean that a resolution will be achieved.

3.5 Limitations on Ethosoft's Support Obligations

Notwithstanding anything to the contrary elsewhere in this Agreement, Ethosoft will have no obligation to provide any support services to Customer if: (a) Such support relates to or involves any products, data, features, devices or equipment not provided by Ethosoft; (b) Customer or a third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of Ethosoft; (c) Customer has not installed or used the Licensed Software in accordance with instructions provided by Ethosoft, including failure to follow implementation procedures; (d) Customer has failed to replace earlier versions of the Licensed Software with Enhancements provided to Customer; (e) A party other than Ethosoft (or a party authorized by Ethosoft) has serviced the Licensed Software and the Licensed Software no longer conforms to its specifications; or (f) Customer is not in full compliance with the other terms of this Agreement, the terms of the License Agreement, or any other agreement between Ethosoft and Customer.

3.6 Hardware

Ethosoft's support obligations under this Agreement shall not include computer hardware, computer network, electrical, telephone, interconnection, or the installation or repair of accessories, alterations, parts or devices not furnished by Ethosoft.

3.7 Additional Services

In its discretion, Ethosoft may provide Customer with additional support services for the Licensed Software not otherwise covered under this section or specifically excluded pursuant to Section 3.4 above, provided that Customer pays Ethosoft for such service at Ethosoft's then standard hourly and expense reimbursement rates. Except to the extent specifically otherwise provided in this Agreement, such support service is not included within the terms of this Agreement.

4. CUSTOMER'S OBLIGATIONS

4.1 Access

During the Initial Support Term or any Renewal Support Term, Customer will provide Ethosoft with reasonable access (via remote telecommunications or on-site access at Customer's premises) to Customer's copies of the Licensed Software to the extent necessary, in Ethosoft's discretion, to enable Ethosoft to meet its support obligations as set forth in this Agreement.

4.2 Communications Link

During the Agreement, Customer, at its sole expense, will provide access via the Internet. Ethosoft shall be entitled to use this Internet connection in discharging its responsibilities under this Agreement. Ethosoft shall have no liability to Customer if Ethosoft's ability to render support is impaired by Customer's inability to provide telecommunications functionality required for remote support.

4.3 Support Contact

Customer shall designate one employee and one alternate as its "**Support Contacts**" to be generally available during the Support Times to confer with Ethosoft regarding Errors and other support-related issues. Customer's Support Contacts are identified in Schedule 1. Customer shall notify Ethosoft immediately of any changes in the persons designated as Support Contacts.

4.3 Language

Customer shall communicate with Ethosoft in English only.

5. FEES AND CHARGES

5.1 General Fees and Charges

Customer shall initially pay Ethosoft the fees and charges for the Support Plan selected as set forth in the software license agreement. Ethosoft may make reasonable adjustments to fees and charges at the beginning of any Renewal Support Term.

5.2 Miscellaneous Items

Customer shall bear all costs associated with procuring, installing, and maintaining all equipment, telephone lines and communications interfaces necessary for Customer to obtain Ethosoft support services.

5.3 Payment Procedures

At the start of the Initial Support Term and on an annual basis 60 days prior to any Renewal Support Term, Ethosoft will invoice Customer for all fees and charges incurred by Customer pursuant to this Agreement. Customer shall pay all invoiced amounts in U.S. dollars within thirty (30) days of the date of invoice. Any payments for Renewal Support Term fees made after 60 days of invoicing will be subject to a 10% late fee and incur interest at 1.5% per month until the fees are paid in full.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

6.1 Warranty

The support services under this Agreement will be provided in a workman-like manner by individuals who are knowledgeable in the operation of the Licensed Software. All software bug fixes, work-arounds, Error corrections and Enhancements are provided on an "AS IS" basis. This software support agreement does not augment or alter the warranties provided under the Licensed Software's license or purchase agreements, or any other agreements between Customer and Ethosoft.

6.2 Disclaimer

Except as provided in Section 6.1, Ethosoft expressly disclaims all other warranties related to the Licensed Software or services provided under this Agreement, whether express or implied,

including (without limitation) any warranty of merchantability or fitness for a particular purpose, or noninfringement. Ethosoft does not warrant that all Errors will be corrected. Ethosoft shall have no liability to Customer for any liability or damage sustained by Customer as a result of any claim or action brought or asserted against Customer by any third party.

6.3 Maximum Liability

In no event shall Ethosoft's cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees and charges paid to Ethosoft for Support Services by Customer during the six (6) months preceding any such claim.

6.4 Consequential Damages

REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL ETHOSOFT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, EVEN IF ETHOSOFT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

6.5 Indemnification

Customer shall indemnify and hold harmless Ethosoft, its respective employees, officers, directors, shareholders and agents (collectively, the "**Indemnitee**") and hold the Indemnitee harmless against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, liabilities, and claims sustained by the Indemnitee arising out of or resulting from any material breach by Customer of the terms and conditions of this Agreement.

7. TERM AND TERMINATION

7.1 Term

This Agreement will commence on the Effective Date and continue in effect during the Initial Support Term. This Agreement will automatically renew for successive, one (1) year Renewal Support Terms unless terminated by either Ethosoft or Customer in accordance with this section, subject to Customer's payment of the applicable fee pursuant to Section 5 above.

7.2 Termination for Convenience

If at any point, either party decides not to renew this Agreement, it shall provide the other party written notice of its intention not to renew at least sixty (60) days prior to the end of the Initial Support Term or the then-current Renewal Support Term, as the case may be.

7.3 Additional Termination Rights

This Agreement may be terminated as follows:

(a) License Agreement

This Agreement shall immediately and automatically terminate upon the termination of the License Agreement.

(b) For Breach

Either Ethosoft or Customer may terminate this Agreement immediately upon the occurrence of an uncured breach by the other party of a material provision of this Agreement, or any other agreement that exists between Ethosoft and Customer. This includes but is not limited to the License Agreement, for X-LIMS, Professional Services Agreement(s) and corresponding Work Orders or any other agreement that may exist between Ethosoft and Customer. An uncured breach is defined as a breach or violation of any Agreement that the breaching party has not corrected to the non-breaching party's reasonable satisfaction within thirty (30) days after the non-breaching party has provided the breaching party with written notice specifying details of the breach.

(c) Financial Condition

Either party may terminate this Agreement on the occurrence of the filing of a petition or seeking of relief under applicable bankruptcy or insolvency laws by or against the other party.

7.4 Post-Termination Responsibilities

Following termination of this Agreement, Ethosoft shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

8. NOTICES

8.1 Notice

Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), telecopied, telegraphed, delivered by a nationally recognized express courier service, or personally delivered to the other party. All notices will be effective upon receipt.

9. GENERAL

9.1 Amendment

No amendment of this Agreement shall be effective unless in a writing specifically referencing this Agreement and signed by the duly authorized representative of both parties.

9.2 Assignment

Except as set forth herein, this Agreement may not be assigned or transferred by Customer without the prior written consent of Ethosoft. In the event of assignment or transfer, fees may apply. Ethosoft shall be allowed to assign this Agreement to any third party; or to a successor entity by way of merger, acquisition, purchase of all or substantially all of its assets, or operation of law, provided that such successor agrees in writing to be bound by the terms of this Agreement.

9.3 Choice of Law

The validity, construction, and enforcement of this Agreement, and the determination of the rights and duties of the parties, shall be governed by the laws of the State of Georgia exclusive of any choice of law provisions.

9.4 Headings

The headings in this Agreement are for convenience of reference only and shall not be used for the construction or interpretation of this Agreement.

9.5 Entire Agreement

This Agreement, together with the attached Schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous statements or agreements with respect to such subject matter are superseded by this Agreement.

9.6 Force Majeure

Except for making payments, should either party fail to perform or should its performance under this Agreement be delayed by any factor beyond the reasonable control of the delayed party, then the time for performance of the delayed party shall be extended by a period of time equal to the duration of such delay provided that the parties work diligently to minimize any such delay.

9.7 Severability

A holding by a court of competent jurisdiction that one or more of the provisions contained in this Agreement is unenforceable in any respect shall have no effect on the validity of any of the remaining provisions of this Agreement.

9.8 Time Limitation

No action arising out of the performance of services by Ethosoft under this Agreement may be brought by Customer more than one (1) year after such cause of action arose.

9.9 Waiver

Waiver by any party of the breach of any provisions of this Agreement by the other party shall not be construed as a continuing waiver of such provision or a waiver of any other breach of any other provision of this Agreement. To be enforceable, a waiver must be in writing and signed by the waiving party.

10. ACCEPTANCE

Receipt of payment and/or Support Order Form by Ethosoft via e-mail, fax, postal mail, electronic form submission from website or any other means; or use of support services or acceptance by Customer of updated software from Ethosoft shall constitute Customer's complete and unconditional acceptance of the foregoing.

SCHEDULE 1

A. Support Times

The Support Times as provided in Section 2.6 are as follows: Monday through Friday, 8:30 a.m. through 5:30 p.m. (Eastern Time), excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Additionally, hours may be limited on other national holidays and/or days preceding or following certain holidays.