

Contract Abstract

Contract Information

Contract & Solicitation Title: Contract Summary: Contract Number: Solicitation Number: Requisition Number: Replaces Expiring or Expired Contract? (Enter "No" or Contract No and Expiration Date): Type of Contract/PO: **Requires Council Legislation:** **High Risk Contract** (Per Finance Department Contract Risk Management Policy): **Sexual Harassment Training Required** (per BL2018-1281): Estimated Start Date: Estimated Expiration Date: Contract Term: Estimated Contract Life Value: Fund:* BU:*

(*Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Selection Method: Procurement Staff: BAO Staff: Procuring Department: Department(s) Served:

Prime Contractor Information

Prime Contracting Firm: ISN#: Address: City: State: Zip: Prime Contractor is a : SBE SDV MBE WBE LGBTBE (select/check if applicable)Prime Company Contact: Email Address: Phone #: Prime Contractor Signatory: Email Address:

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: Amount: Percent, if applicable: Equal Business Opportunity (EBO) Program: MBE Amount: MBE Percent, if applicable: WBE Amount: WBE Percent, if applicable: Federal Disadvantaged Business Enterprise: Amount: Percent, if applicable:

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):

Summary of Offer

Offeror Name	MBE	WBE	SBE	SDV	LGBTBE	Score	Evaluated Cost	Result
	(check as applicable)					(RFP Only)		
<input type="text" value="AB Sciex, LLC"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>	<input type="text" value="Approved Sole Source Form"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>
<input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="Select from the Following:"/>

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **AB Sciex, LLC** (CONTRACTOR) located at **1201 Radio Road, Redwood City, CA 94065**, resulting from an approved sole source form signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document,*
- *Exhibit A - Pricing*
- *Exhibit B - ISA Terms and Conditions*
- *Exhibit C - Affidavits*
- *Exhibit D - AB Sciex Service Terms and Conditions*
- *Exhibit E - AB Sciex Terms and Conditions of Sale*
- *Exhibit F - Limited Product Warranty*
- *Exhibit G - Enterprise User License Agreements (EULAs)*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide Toxicology Unit Instrumentation equipment, service, and maintenance per Exhibit D (AB SCIEX Terms and Conditions of Sale) and Exhibit E (AB SCIEX Service Terms and Conditions) using the pricing in Exhibit A.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin ("Effective Date") on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$2,245,638.44. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

5.4. Termination of Service Plan

Term and Termination - Unless otherwise expressly stated in the Quotation, the initial term of a Services plan commences on the date designated by CONTRACTOR in its Quotation. A Services plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that CONTRACTOR may terminate a Services plan immediately in the event that the instrument covered by the Services plan is transferred to another location.

(i) Termination by METRO - Except where termination is in connection with the trade-in of a used CONTRACTOR instrument as provided for in this section, in the event of termination of a Services plan by METRO, CONTRACTOR shall calculate at its sole discretion the total price of Services actually performed and expenses actually and reasonably incurred in servicing the covered product under the underlying Service Plan from its effective date until the Termination Date. METRO's total payment obligation to CONTRACTOR under this agreement shall equal (1) the amount so calculated or (2) the prorated price of the current underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus twenty percent (20%) of the total contract price for the underlying Service Plan period covered by the METRO's purchase order that would have been paid if the contract had not been terminated.

Notwithstanding the foregoing, in no event shall METRO's total payment obligation exceed the total payment obligation for the underlying Service Plan if it had not been terminated by METRO. In the event that METRO has made advance payments, any payments made by METRO to CONTRACTOR in excess of the amounts due on termination as described above shall be credited to METRO's account within thirty (30) days after the Termination Date toward future purchases of CONTRACTOR instruments, consumables or Services plans. Any unpaid portion of this amount shall be immediately due upon METRO's receipt of an invoice from CONTRACTOR. No cash refunds will be made due to the early termination by METRO of any Services plan. If a Services plan is terminated early in connection with the trade-in of a used CONTRACTOR instrument for a new CONTRACTOR instrument, the unused portion of the Services plan will automatically be applied as an extension of the warranty on the new instrument.

(ii) Termination by CONTRACTOR - In the event of termination of a Services plan by CONTRACTOR for other than cause, CONTRACTOR will calculate the remaining unused portion of the Services plan from Termination Date to the end of the Services plan. Any advance payments made by METRO to CONTRACTOR for that period shall be credited or refunded at CONTRACTOR's sole discretion within thirty (30) days after the Termination Date. Any unpaid balances owed by METRO shall be immediately due upon METRO's receipt of an invoice from CONTRACTOR.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

Equal Business Opportunity (EBO) Program is not applicable to this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying Contract number on the ACORD document.

7.2. Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.3. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00).

7.4. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee.

7.6. Cyber Liability Insurance

Cyber Liability Insurance in the amount of four million (\$4,000,000.00) dollars

7.7. Technological Errors and Omissions Insurance

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars.

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

See Exhibit E - AB Sciex Terms and Conditions of Sale.

8.3. Software License

CONTRACTOR is the owner of or otherwise has the right to sublicense to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained in METRO's solicitation and/or CONTRACTOR's response to the solicitation as more fully set forth in the software EULAs (Exhibit G).

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply

METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO due solely to a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action at its own cost and expense. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action at its sole discretion provided, however, CONTRACTOR shall not have the authority to bind METRO to have METRO make any payments without METRO's approval.

If the products or services furnished under this Contract are found to infringe third party IP by a court of last resort, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Provide a refund to METRO
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
 - The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
 - The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
 - The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.7. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records

expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.8. Monitoring

CONTRACTOR's billing activities conducted and records maintained pursuant to this Contract shall be subject to audit by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

8.9. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall not be provided sensitive information under this Contract by METRO.

8.10. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.11. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.12. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.13. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.14. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.15. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.16. Israel Anti-Boycott Act

In accordance with Tennessee Code Annotated Title 12, Chapter 4, Part 1 CONTRACTOR certifies that CONTRACTOR is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel.

8.17. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.18. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.19. Indemnification and Hold Harmless

CONTRACTOR will indemnify and hold METRO harmless from and against any and all claims for injury or death of persons, or damage to tangible property, occurring while CONTRACTOR personnel are on customer's premises performing Services to the extent caused by the negligent acts or negligent omissions of CONTRACTOR, where CONTRACTOR is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.

8.20. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method) OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.21. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.22. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.23. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.24. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.25. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

8.26. Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, FAILURE TO PERFORM SERVICES, OR OTHERWISE, EVEN IF CONTRACTOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF INSTRUMENT OR PRODUCT ERROR OR THE FAILURE OF AN INSTRUMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER PROVIDER'S INDEMNITY SET FORTH IN SECTION 8.20.

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Contract Number: 6500912

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: AB Sciex, LLC

Attention: John Bonema

Address: 1201 Radio Rd Redwood City, CA 94065

Telephone: 650.232.9809

Fax: N/A

E-mail: john.bonema@sciex.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: C T Corporation System

Attention: N/A

Address: 300 Montvue Road, Knoxville, TN 37919-5546

Email: N/A

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Notices & Designations
Department & Project Manager

Contract Number	6500912
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The primary DEPARTMENT/AGENCY responsible for the administration of this contract is:

DEPARTMENT	Metro Nashville Police Department
Attention	Heather Watson
Address	400 Myatt Drive Ste. 200
Telephone	615.880.1206
Email	heather.watson@nashville.gov

The primary DEPARTMENT/AGENCY responsible for the administration of this contract designates the following individual as the PROJECT MANAGER responsible for the duties outlined in APPENDIX – Z CONTRACT ADMINISTRATION:

Project Manager	Heather Watson
Title	Forensic Services Division Business Manager
Address	400 Myatt Drive Ste. 200
Telephone	615.880.1206
Email	heather.watson@nashville.gov

Appendix Z – Contract Administration

Upon filing with the Metropolitan Clerk, the PROJECT MANAGER designated by the primary DEPARTMENT/AGENCY is responsible for contract administration. Duties related to contract administration include, but are not necessarily limited to, the following:

Vendor Performance Management Plan

For contracts in excess of \$50,000.00, the project manager will develop a vendor performance management plan. This plan is managed by the primary department/agency and will be retained by the department/agency for their records. At contract close out, copies of all vendor performance management documents will be sent to PRG@nashville.gov.

For best practices related to vendor performance management, project managers will consult chapter nine of the PROCUREMENT MANUAL found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Amendment

For all contracts, the project manager will notify PRG@nashville.gov if changes to the term, value, scope, conditions, or any other material aspect of the contract are required. The email notification will include a complete CONTRACT AMENDMENT REQUEST FORM found on the division of purchases internal resources page: <https://metronashville.sharepoint.com/sites/IMFinanceProcurement>.

Escalation

For contracts that include an escalation/de-escalation clause, the project manager will notify PRG@nashville.gov when any request for escalation/de-escalation is received. The email notification will include any documentation required by the contract to support the request.

Contract Close Out – Purchasing

For all contracts, the project manager will notify PRG@nashville.gov when the work is complete and has been accepted by the department/agency. The email notification will include the contract number, contract title, date of completion, warranty start date and warranty end date (if applicable), and copies of all vendor performance management documents (if applicable).

Contract Close Out – BAO

For contracts with compliance monitored by the Business Assistance Office (BAO), the project manager will notify the designated contract compliance officer via email when the contract is complete and final payment has been issued. The email notification will include the contract number, contract title, and the date final payment was issued.

Best Practices

Project managers are strongly encouraged to consult chapter nine of the PROCUREMENT MANUAL for best practices related to contract administration. The manual is found on the division of purchases internal resources page:

<https://metronashville.sharepoint.com/sites/IMFinanceProcurement>

Contract Number 6500912

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the CONTRACTOR, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Chief of Police John Drake SM
Dept. /Agency/ Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane ACC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumboltz GLM
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Jessa V. Ortiz-Marsh BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

AB Sciex LLC
Company Name

Erik Schranz
Signature of Company's Contracting Officer

Erik Schranz
Officer's Name

Sr. Director Customer Service
Officer's Title

Equipment and Parts Discount

	Item #	Part Number	Description	Discount Offered
QQQ MS	1.1	5068373	5500 Triple Quad MS (This is the discount applied before the trade in value of \$140,000)	33%
	2.1	5304964	SCIEX OS Acq SW	33%
QTOF MS	5.1	5045633	X500R Qtof MS	34%
	6.1	5090321	SCIEX OS Software	30%
Installation Solutions & Consumables	32.1	4376878	Fusion Reverse Phase Column	included in other items
	33.1	4406127	PPGs Standards	included in other items
	34.1	5049910	ESI Positive Calibration Solution	included in other items
	35.1	5042913	ESI Negative Calibration Solution	included in other items
Liquid Chromatograph	16.1	5079243	LC-40DXR Pumps	18%
	17.1	5079250	SIL-40CXR Autosampler	18%
	20.1	5079247	DGU-405 Degasser	18%
	21.1	5079240	CBM-40	18%
	25.1	5079254	CTO-40C	18%
	15.1	5079262	Piping Kit for High Pressure GE	18%
	18.1	5056591	Cable Assembly Auxillary I/O	25%
	19.1	4465708	SIL Installation Kit	18%
	22.1	4465786	Ethernet Switch	18%
	23.1	5074348	Network Cable	25%
	24.1	228-70247-43	40 Series Cable Kit	18%
	26.1	5054489	Micro Mixer 20uL	18%
	27.1	5079260	Reservoir Tray	18%
	28.1	4465784	5 Solvent Bottles	18%
	29.1	4465785	Bottle Caps	18%
	30.1	4425994	Cord Set	30%
	14.1	SV000025	OEM LC Installation	0%
Training	4.1	TRNLP003	Success Master	30%
Software	3.1	5053490	MS Office	10%
	7.1	5061175	Forensic HRMS Library	30%
	9.1	5058248	vMethod - Forensic Toxicology	30%
	10.1	5028914	ChemSpider - 1 year subscription	30%
Offline Processing Station	11.1	5083156	SCIEX Workstation	29%
	12.1	5085547	PTO SSD Upgrade	30%
	13.1	5085821	27" Monitor	29%
	8.1	5304602	SCIEX OS-Q 3.1 Perpetual License	30%

**The discounts above are offered to the City during the life of the contract period and are not linked to a specific year.

Support Service and Maintenance									
Item#	Model	Serial Number	Coverage	YEAR 1 of 5	YEAR 2 of 5	YEAR 3 of 5	YEAR 4 of 5	YEAR 5 of 5	Total 5 yrs
1	X500r		Assurance 2PM		\$38,868.09	\$40,422.81	\$42,039.72	\$43,721.31	\$165,051.93
2	X500r		Assurance 2PM		\$38,868.09	\$40,422.81	\$42,039.72	\$43,721.31	\$165,051.93
3	Triple5500		Assurance 2PM		\$32,209.32	\$33,497.69	\$34,837.60	\$36,231.10	\$136,775.72
4	Triple5500		Assurance 2PM		\$32,209.32	\$33,497.69	\$34,837.60	\$36,231.10	\$136,775.72
5	SHIM-LC-40DXR		LC Assurance 1PM		\$8,694.41	\$9,042.19	\$9,403.87	\$9,780.03	\$36,920.50
6	SHIM-LC-40DXR		LC Assurance 1PM		\$8,694.41	\$9,042.19	\$9,403.87	\$9,780.03	\$36,920.50
7	LC-30AD pump	L20555352056	LC Assurance 1PM	\$8,125.92	\$8,450.96	\$8,789.00	\$9,140.55	\$9,506.18	\$44,012.60
8	LC-30AD pump	L20555352055	LC Assurance 1PM	\$8,125.92	\$8,450.96	\$8,789.00	\$9,140.55	\$9,506.18	\$44,012.60
9	X500r		SWP Software Plus		\$2,888.37	\$3,003.91	\$3,124.06	\$3,249.02	\$12,265.36
10	X500r		SWP Software Plus		\$2,888.37	\$3,003.91	\$3,124.06	\$3,249.02	\$12,265.36
11	Triple5500		SWP Software Plus		\$2,888.37	\$3,003.91	\$3,124.06	\$3,249.02	\$12,265.36
12	Triple5500		SWP Software Plus		\$2,888.37	\$3,003.91	\$3,124.06	\$3,249.02	\$12,265.36
13	SHIM-LC-40DXR		additional PM		\$5,153.20	\$5,359.33	\$5,573.70	\$5,796.65	\$21,882.88
14	SHIM-LC-40DXR		additional PM		\$5,153.20	\$5,359.33	\$5,573.70	\$5,796.65	\$21,882.88
15	LC-30AD pump	L20555352056	additional PM	\$4,816.00	\$5,008.64	\$5,208.99	\$5,417.35	\$5,634.04	\$26,085.01
16	LC-30AD pump	L20555352055	additional PM	\$4,816.00	\$5,008.64	\$5,208.99	\$5,417.35	\$5,634.04	\$26,085.01
				\$25,883.84	\$208,322.71	\$216,655.62	\$225,321.85	\$234,334.72	\$910,518.74

SECTION A-1**General Terms and Conditions**

- 1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 **RESERVED**
- 3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 **RESERVED**

SECTION A-2**Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

SECTION AV

Protection Against Malicious Software

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION IR**Incident Response**

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:
 - 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.
 - 1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.
- 2 Incident Response.**
 - 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
 - 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION PAT

Patch Creation and Certification

- 1 **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 **Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch within 180 days for Critical and Important Vulnerabilities assuming 3rd party vendors provided their patches in a reasonable timeframe to accommodate these terms. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 **Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) 180 days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) 180 days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) 180 days and Certify General Compatibility of an Important Security Patch within thirty (30) 180 days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) 180 days and an Important Security Patch within thirty (30) 180 days from its release. Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 **Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing on Contractor's website. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 **Vulnerability Report.** Contractor shall maintain notifications about discovered vulnerabilities on for all Products and Services on Con

SECTION SOFT**Software / System Capability****1 Supported Product.**

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months to the best of Contractor's knowledge. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months to the best of the Contractor's knowledge from the date of acquisition by Metro Government. To the best of Contractor's ability, the Contractor will provide a replacement for the end of life component(s) if such components are not available earlier than 24 months before of end of life of the previous version.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, to the best of the Contractor's knowledge, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Sensitive Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

2 Software Capabilities Requirements.

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts managed by Contractor's product and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Government's Information Technology Environment. Specifications of this environment are available upon request. Metro Government is already using our Product in their Information Technology Environment.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed (unless provided by 3rd party vendor (ie, Microsoft) for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

Exhibit C

Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/library/2022/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_with%20NY05.04.22.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020.


Affiant affirms that Contractor is not currently, and will not for the duration of the awarded Contract, engage in a boycott of Israel for any awarded contract that meets the following criteria:

- Has total potential value of two hundred fifty thousand (\$250,000) or more;
- Affiant has ten (10) or more employees.

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

And Further Affiant Sayeth Not:

Organization Name: AB Sciex LLC

Organization Officer Signature: 

Name of Organization Officer: Erik Schranz

Title: Sr. Director Customer Service

AB SCIEX SERVICES TERMS AND CONDITIONS

I. General Terms (applicable to all Services Plans and all Services provided on a time and materials basis)

1. **Acceptance** - Provider may accept or reject at its discretion a purchase order for service plans, time and materials maintenance and repair, installation, relocation, or software support, as applicable, ("Services").
2. **Health and Safety** - Provider may require a completed Certificate of Decontamination, or transfer of an instrument to a suitable, safe and secure location reasonably determined by Provider, as a condition to servicing any instrument. Customer warrants that any instrument or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials. Customer shall not assign Provider personnel to work in bio-safety level 3 or level 4 laboratories without prior written notice to Provider and Provider's written consent.
3. **Delivery** - Provider will use reasonable efforts under the circumstances to provide Services as quickly as possible from receipt of customer's call into Provider's local service center. Provider shall remotely resolve customer request for support Services whenever possible. As necessary, on-site support Services will be scheduled at a time mutually agreed upon by Provider and the customer. It is the customer's responsibility to provide access to the instrument so Provider may complete Services, within the scheduled or guaranteed time period, if applicable.
4. **Hours of Operation** - Unless otherwise specified in the Quotation, Services are generally provided during normal working hours, Monday through Friday, 9:00 AM to 5:00 PM, excluding holidays. Please see <https://sciex.com/about-us/contact-us> for regional variations.
5. **Guaranteed On-Site Response Time** - Services with an on-site response time guarantee are only guaranteed for Zones 1 and 2 as identified by Provider unless specific additional guaranteed response time upgrades have been purchased. For all other zones, on-site response time will be on a reasonable effort basis and prioritized over customer's repair calls without a service plan. For Services eligible for guaranteed on-site response time, service calls must be received by Provider's service center before 2:00 PM local time. Calls received after this period will be considered received the next business day. Customer shall provide access to the instrument within the response time guaranteed.
 - Ⓜ On-site remedy for all Services except Services plans - In the event Provider fails to be on-site within the purchased guaranteed response time, except where customer did not provide access to the instrument, customer shall receive full credit for the purchased response time.
 - Ⓜ On-site remedy for Services plans - Provider may issue a credit to customer for delay in guaranteed response time or scheduled service, of one (1) business day or more except where delays are a result of non-performance subject to Force Majeure or reasonable access to the instrument was not provided pursuant delivery. Each late day's pro-rated credit is an amount equal to 1/365th of the annual fee for the Services plan covering the respective instrument for which the service call was made. If a Services plan covers more than one instrument, the pro-rata credit is determined by allocating a pro-rata portion of the plan's annual fee to the instrument with respect to which the service call was made. The credit may be used by customer when renewing its current Services plan covering that instrument for a consecutive period, as a credit against plan fees. To be eligible to use the credit, Provider's Services plan administrator must receive notice in writing (e-mail notification is satisfactory) of the customer's intention to use the credit for a renewal at the time of renewal, but in any event no later than fifteen (15) days after the expiration of the Services plan period in which the credit was earned. The credit described above is Provider's sole obligation and customer's sole remedy for failure of Provider to respond within the guaranteed on site response time where provided for in the Services plan. Provider's Services plan Administrator contact details can be found at <https://sciex.com/about-us/contact-us>.
6. **Warranty** - Provider warrants that it will provide its Services, as stated in the Quotation relevant to the Services purchased in accordance with the relevant section(s) of the Limited Warranty which can be found at <https://sciex.com/warranty>. With respect to SW Support Services (as defined below), Provider will make provide such Services in a professional and workmanlike manner, however, Provider does not guarantee that each or any Software support incident is capable of being resolved through SW Support Services. PROVIDER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PROVIDER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT PROVIDER'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.
7. **Indemnification** - Provider will indemnify and hold customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, occurring while Provider personnel are on customer's premises performing Services to the extent caused by the negligent acts or negligent omissions of Provider, where Provider is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.

8. Force Majeure - Neither party shall be liable for delays in performance or nonperformance in whole or in part, or for loss, injury, delay, expenses, damages or other casualty suffered or incurred on account of or due to, any causes that are beyond its reasonable control, such as, without limiting the generality of the foregoing, acts of God, fires, strikes, trade disputes, riots, embargos, earthquakes, storms, pandemics, epidemics, work stoppages, acts of the government, power losses or shortages, or inability to obtain parts or supplies, provided that the foregoing shall not apply to any obligation to pay money due.

9. Miscellaneous- No amendment of these Terms or modification thereof shall be binding unless it is in writing and signed by a duly authorized representative of both Provider and customer. Provider's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. Nothing in this agreement shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise by Provider, or to limit Provider's rights to enforce its patent or other intellectual property rights. All underlying Services shall be governed by the laws of the Provider's local address shown on the Quotation, exclusive of its conflict of laws rules.

10. Assignment - Neither this agreement nor any Services plan is assignable or otherwise transferable by customer. Any assignment or transfer or attempt to assign or to transfer by customer shall be void.

II. Services Plan Terms (only applicable to purchase of a Services Plan)

A. Instrument Services Plan Terms (only applicable to purchase of a Services Plan for instruments)

1. Instrument Recertification - If an instrument has not been under warranty or a Services plan prior to commencement of a newly purchased Services plan, Provider may require instrument recertification on a time and materials basis not covered under the new Services Plan, prior to the effective date of the new Services Plan.
2. Hardware Telephone Support - All calls made to regional telephone support numbers during Provider's hours of operation where customer left a message for a return call including the caller's name and telephone number will be responded to within 4 business hours, unless other response time is specified in the Quotation.
3. Planned Maintenance - Customer and Provider will schedule PM Services within a 1 month period of the manufacturer's recommended PM timeframe. Customer shall provide access to the instrument for that visit. PM Services not completed because customer would not provide access at a time reasonable to Provider will be forfeited.
4. Plan Restrictions-
 - (i) The decision to repair or replace any parts of the instrument will be made by Provider in its sole and reasonable discretion. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of Provider. All parts which have been removed and replaced in performance of Services become the property of Provider.
 - (ii) Services plans do not cover replacement of parts, costs, repairs or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by Provider, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by Provider; or modification, repair, service transfer to another location of the instrument made by the customer, customer's employees, agents or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers or other unauthorized interactions with instrument or software that detrimentally affects normal operations. Services plans do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic or other dangerous materials or substances. Services plans do not cover parts for any instrument or other equipment other than the covered instrument or equipment as identified in the Service Plan by its specific serial number(s). Service plans do not cover consumables unless otherwise specified in the Quotation. The list of consumables can be found at <https://sciex.com/service-consumables>. Services plans do not cover costs, repairs, or adjustments made necessary by connection of the instrument to electrical services or other utilities not in accordance with the installation requirements for the instrument, or by any interruption or surge in voltage (see Instruction Manual for specifications).
 - (iii) Unless otherwise expressly stated by Provider in writing or under the Terms of the purchased Services plan, parts in contact with any liquid are considered wetted and may be deemed user replaceable and not covered by any Services plan, including, but not limited to seals, filters, gaskets, etc.
 - (iv) Use of any non-Provider's parts or reagents that deposit or cause to be deposited residual matter in the instrument flow path or that otherwise interrupt the flow path that are reasonably determined by Provider to have caused instrument failure will require

remedial repairs of the affected parts to be completed outside a Services plan at Provider's then prevailing rates for billable service. Provider does not warrant parts not purchased from Provider or Provider does not install. These parts are sold "as is".

(v) Unless otherwise specified in the Quotation, Service plans do not include customer training or services related to the relocation of instruments.

(vi) Ancillary equipment not manufactured by Provider, such as third party computers, may be excluded from any Services plan at Provider's discretion. Provider will pass on to customer any manufacturer's warranty of any such ancillary equipment, to the extent permitted by the manufacturer.

III. Software Support Terms

1. Scope of Software Support Services.

Ⓢ These software support terms apply to software support services purchased by customer from Provider, whether under a software support plan, another service plan or on time and materials basis. Customer may contract with Provider for software support by product type per lab location as specifically identified on a purchase order ("Covered Product"). In the event customer has multiple instruments of the same type in the same lab, customer must buy a multi-instrument support plan for that instrument type. Multiple plans must be purchased to cover different instrument types in the same lab.

Ⓢ "Software" means the SCIEX software programs that are Covered Products or, if the Covered Product is an instrument, are included with the Covered Product. Provider will respond to a request for troubleshooting and telephone assistance for Software via telephone or email ("SW Support Services"). SW Support Services also include releases of software that Provider makes generally available to customers during the plan term to correct errors, fix bugs, or create minor improvements, or enhancements of existing features (the "Update(s)") which Updates Provider will designate by a change in the number to the Update of the Software released during the term of this agreement. As used herein, a Software Update is designated by a change in the number to the right of the first or second decimal point. For greater clarity, Updates do not include those releases of the Software that provide substantial new features or additional functionality which Provider designates by a change in the number to the left of the first decimal point. Customer acknowledges that all reported errors may not be corrected. Software, including any Updates which will be deemed part of the Software, will be used in accordance with the requirements and obligations in the license agreement for the Software. If other services are made available by Provider under a SW Support Services plan, those services will be provided as shown on your quotation.

2. Exclusions from coverage. The following services are expressly excluded from SW Support Services: maintenance or repair services. Provider will not be obligated to provide SW Support Services if any malfunction arises from or relates to (a) error or malfunction of any third party software used by customer either separately or in conjunction with Provider's Software, or (b) customer has failed to incorporate the latest Update previously released to customer.

3. Customer Responsibilities. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data, or programs. Customer will maintain and implement a complete data backup and disaster recovery plan appropriate for its business operations and is solely responsible for security of its confidential, proprietary or classified information. Customer will not disclose confidential, proprietary or any information that is subject to intellectual property rights.

AB SCIEX GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("Terms") shall govern all orders for and purchases of products and services from AB SCIEX ("ABS"), including installation of equipment, unless other terms are specifically designated by ABS to apply to a specific product or service, or ABS and buyer have entered into a master purchase agreement or other written agreement that expressly provides that its terms supersede and replace these Terms with respect to the products or services covered by the master purchase or other agreement (See Section 12, SOLE TERMS, INCONSISTENCIES, ORDER OF PRECEDENCE).

1. PRICE. The price for any product or service (hereinafter collectively "Product") shall be the price stated in ABS's quotation to buyer for the Product ("ABS's Quotation") or, if ABS has not issued a quotation, ABS's list price of the Product at the time ABS receives buyer's purchase order. ABS's quotations are valid for 30 days from the quotation date unless otherwise stated in ABS's Quotation. If ABS's price is stated by reference to a price list then the price shall be ABS's list price in the jurisdiction in which the Product is to be delivered or performed in effect at the time ABS receives buyer's purchase order.

2. CREDIT TERMS. ABS may, at any time and in its sole discretion, limit or cancel the credit of buyer as to time and amount, suspend shipments, demand payment in cash before delivery of Product, or demand other assurances of buyer's performance. If buyer fails to agree and comply with the different terms of payment demanded, or fails to give adequate assurances of performance, ABS may, without prejudice to any other right or remedy ABS may have: (i) by notice to buyer, treat such failure or refusal as a repudiation by buyer of that portion of buyer's order not then fully performed, whereupon ABS may cancel all further deliveries, and any amounts unpaid for non-cancelled Product shall immediately become due and payable; or (ii) make shipments under reservation of a security interest and demand payment against tender of title documents.

3. ACCEPTANCE OF ORDERS, DELIVERY, TITLE AND RISK OF LOSS, INSTALLATION. ABS may accept or reject any buyer purchase order for Product in whole or in part. If a purchase order is accepted, ABS will use reasonable efforts to ship tangible Product or perform services, including equipment installation if agreed to by ABS, subject to the purchase order within a reasonable time after ordered, or, if a shipment, service commencement or installation date is indicated in ABS's Quotation or otherwise agreed upon in writing by an authorized representative of ABS, on or before such date. ABS may make delivery in installments, and each installment shall be deemed to be a separate sale. ABS may render a separate invoice for each installment, which invoice shall be paid without regard to prior or subsequent installments. Unless indicated otherwise in ABS's Quotation, title and risk of loss with respect to all Products except Products that are software or services, and risk of loss with respect to software, shall pass from ABS to buyer upon transfer of possession of the Product to a common or other third party carrier at ABS's facility. If ABS has undertaken to install a Product, it is buyer's responsibility, at buyer's cost, to have the installation site prepared and available for installation free of hazardous or unsafe conditions and, unless ABS otherwise agrees, to move the Product, uncrated, from the buyer's delivery dock or receiving location to the table top or other place of installation. Buyer shall not assign ABS personnel to work in biosafety level 3 or level 4 laboratories without prior written notice to ABS and ABS's consent.

4. CANCELLATION AND DEFERRAL. BUYER MAY NOT CANCEL ANY PURCHASE ORDER. However, unless otherwise stated in ABS's Quotation, buyer may defer the shipment date one time for up to 60 days for instruments and other hardware, and up to 30 days for reagents, consumables and other tangible Product, by giving written notice to ABS at least 30 days before the scheduled shipment date for instruments and other hardware, and at least 10 days before the scheduled shipment date for other Product.

5. REJECTION AND RETURN OF GOODS. Any claims for damaged, missing or defective Product must be reported in writing by buyer within 15 days from the date of buyer's receipt of the Product. In addition, buyer must promptly return a rejected Product to ABS, C.O.D., unused and in a condition no worse than that delivered to buyer and in the Product's original containers and packing material, accompanied by a valid return authorization number obtained from ABS. ABS may refuse any Product not timely rejected or sought to be returned without a valid return authorization number. For any valid claim timely made, ABS, at its option, may repair the Product or replace the Product with an identical or substantially similar Product. Shipping charges will not be credited. **THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR DAMAGED OR MISSING PRODUCT, AND, EXCEPT FOR EXPRESS WRITTEN WARRANTY RIGHTS, FOR DEFECTIVE PRODUCT.** ABS may require that buyer sign and deliver a properly completed certificate of decontamination prior to returning any Product.

6. LIMITED WARRANTY. ABS makes only those warranties with respect to Product expressly identified as "warranties" and set forth in ABS's current operating manual or catalog, or in a specific written warranty included with and covering Product, if any. Warranties are made only to the buyer purchasing the Product directly from ABS, are not transferable and do not extend to the benefit of any other person or entity, unless otherwise expressly stated in writing by ABS. **ANY PRODUCT NOT COVERED BY AN EXPRESS WRITTEN WARRANTY IS SOLD AND PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED.** Any description of Product recited in ABS's Quotation is for the sole purpose of identifying Product, and any such description is not part of any contract between ABS and buyer and does not constitute a warranty that Product shall conform to that description. Any sample or model used in connection with ABS's Quotation is for illustrative purposes only, and is not part of any contract between ABS and buyer and does not constitute a warranty that Product will conform to the sample or model. No affirmation of fact or promise made by ABS, whether or not in ABS's Quotation, shall constitute a warranty that Product will conform to the affirmation or promise. Unless otherwise specified in writing in documentation shipped with Product or otherwise agreed by ABS in writing, ABS does not provide service or support for custom products or other products made to buyer's specifications. **THE WARRANTIES IDENTIFIED IN THE FIRST SENTENCE OF THIS PARAGRAPH ARE ABS'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ALL OF WHICH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR REGARDING RESULTS OBTAINED THROUGH THE USE OF ANY PRODUCT (INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS), WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE.**

7. INTELLECTUAL PROPERTY AND RELATED INDEMNITY.

7.1 BY ABS. Subject to the restrictions set forth in this Section 8 and provided buyer complies with its obligations in this Section 8, ABS agrees to defend buyer, and indemnify buyer from and against any infringement damages finally awarded, in any legal action or proceeding brought by a third party against buyer to the extent that such action is based on a claim that the manufacture and sale of a Product by ABS infringes any United States or foreign patent, copyright, trademark or other intellectual property right of such third party if ABS had actual knowledge of such intellectual property right and infringement at the time of delivery of the Product to buyer. Notwithstanding the foregoing, ABS shall have no liability or obligation under this Section 8 with respect to any claim of infringement based upon: (i) modifications to any Product made by buyer or a third party; (ii) manufacture, assembly, labeling or branding of Product by ABS pursuant to specifications or designs or requests for specific labeling or branding furnished by buyer. Notwithstanding anything herein to the contrary, ABS shall have no indemnification obligations with respect to Product originating from a third party and provided under these Terms. Buyer's sole right to indemnification with respect to such third party Product shall be pursuant to the original manufacturer's or licensor's indemnification obligations, if any, to the extent provided by the original manufacturer or licensor.

7.1.1 Buyer's Obligations. Buyer must notify ABS in writing of any claim for which it may seek defense and indemnity from ABS hereunder promptly after becoming aware of such claim, make no admission of liability with respect to the claim, and cooperate with and provide reasonable assistance to ABS, at ABS's expense with respect to reasonable out of pocket expenses paid by buyer to third parties for such assistance, in the defense or settlement of such claim. ABS shall have sole authority to defend and/or settle any claim under this Section 8. ABS's obligations under this Section 8 are contingent upon buyer's compliance with all of the foregoing.

7.1.2 Remedy for Infringement, Rights of ABS, Exceptions. If any Product or portion thereof is subject to a suit or other legal proceeding claiming that the Product or such portion infringes a third party's intellectual property right, or in ABS's opinion is (are) likely to become subject of such a claim, ABS shall, at its option, have the right to either: (a) procure for buyer the right to continue using the Product; or (b) modify the Product so that it becomes non-infringing; or (c) require buyer to return the Product and upon return, refund to buyer the price actually paid by buyer for the Product, less a reasonable amount for use, damage and obsolescence; or (d) substitute for the alleged infringing Product other suitable, non-infringing Products with comparable functionality.

7.1.3 ENTIRE LIABILITY. THE FOREGOING STATES THE ENTIRE LIABILITY OF ABS, AND THE EXCLUSIVE REMEDY OF BUYER, FOR ANY INFRINGEMENT OR CLAIMED INFRINGEMENT OF PATENT, COPYRIGHT, TRADE SECRET OR ANY OTHER INTELLECTUAL PROPERTY RIGHT BY OR IN CONNECTION WITH ANY PRODUCT.

7.2 BY BUYER FOR BUYER'S MODIFICATIONS OR SPECIFICATIONS. If buyer modifies any Product or furnishes ABS with specifications or designs or requests for specific labeling or branding, buyer agrees to defend, indemnify and hold ABS harmless against all liabilities, damages, costs, expenses and claims arising from or based upon buyer's modifications or ABS's manufacture and sale of Product or other performance in compliance with such specifications or designs or requests for labeling or branding.

8. FORCE MAJEURE. ABS shall not be liable for any delay or failure of performance, including without limitation failure to deliver or failure to install, where such delay or failure arises or results from any cause beyond ABS's reasonable control, including, but not limited to, flood, fire, explosion, natural catastrophe, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure, unusually severe weather, earthquake or other act of God, power loss or reduction, strike, lock-out, boycott or other labor disputes of any kind (whether relating to its own employees or others), embargo, governmental regulation or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, ABS shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances; and ABS shall also have the right, to the extent necessary in ABS's reasonable judgment, to apportion Product then available for delivery fairly among its various customers in such manner as ABS may consider equitable.

9. NO IMPLIED RIGHTS. Nothing in these Terms shall be deemed or construed (i) as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise; (ii) to limit ABS's rights to enforce its patent or other intellectual property rights, including, without limitation, as to use of any Product beyond that granted under any patent or other intellectual property label license or statement applicable to the Product; (iii) as granting buyer any right to be supplied with any Product or component thereof beyond those ordered by buyer and supplied by ABS in accordance with these Terms; or (iv) as a license or grant of any right to buyer to manufacture or to have manufactured any Product.

10. CHOICE OF LAW. Any contract between ABS and buyer relating to Product, including these Terms, and any disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Tennessee, U.S.A., excluding both its choice of law provisions and the United Nations Convention on Contracts for the International Sale of Goods.

11. EXPORT CONTROLS. Buyer agrees that it will not export or transfer Product for re-export in violation of any United States laws or the laws of any other jurisdiction, or to any denied or prohibited person, entity, or embargoed country in violation of such laws.

12. MISCELLANEOUS. No amendment of ABS's Quotation or these Terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both ABS and buyer. ABS's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these Terms for any other purpose. If any provision of these Terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. V112013

AB SCIEX Limited Warranty

Instruments

AB Sciex warrants that all standard components of its new instruments will be free of defects in materials and workmanship for a period of one (1) year (unless otherwise stated) from the date the warranty period begins.¹ AB Sciex warrants that refurbished instruments will be free of defects in materials and workmanship for a period of one (1) year from the date the warranty period begins.² AB Sciex warrants that service certified instruments will be free of defects in materials and workmanship for a period of thirty (30) days from the date the warranty period begins.³ AB Sciex will repair or replace, at its discretion, defective components or defective parts thereof during this warranty period. Defective parts replaced become the property of AB Sciex. Some replacement components may require installation by a certified AB Sciex representative. After this warranty period, repairs and replacement components may be purchased from AB Sciex at its published rates. AB Sciex also provides service agreements for post-warranty coverage. AB Sciex reserves the right to use new, repaired, or refurbished components for warranty and post-warranty service agreement replacements. AB Sciex warrants that all optional accessories, with AB Sciex part numbers, supplied with its LC/MS Instrument, such as peripherals, ion sources, and special monitors, will be free of defects in materials and workmanship for a period of one (1) year from the date the warranty period begins.⁴

^{1, 2, 3, 4, 5} The warranty period begins on the earlier date of installation or 90 days from the date of shipment for instruments installed by AB Sciex personnel. For products installed by the buyer or anyone other than AB Sciex, the warranty period begins on the date the product is delivered.

AB Sciex will repair or replace, at its discretion, defective accessories or defective parts thereof during this warranty period. AB Sciex warrants that all optional accessories with AB Sciex part numbers purchased and installed separately from the time of LC/MS instrument installation will be free of defects in materials and workmanship for a period of ninety (90) days from the date the warranty period begins.⁵ AB Sciex will repair or replace, at its discretion, defective accessories or defective parts thereof during this warranty period. AB Sciex does not warrant that the operation of any product or its operating software will be uninterrupted or error free. Repair or replacement of products or components that are under warranty does not extend the original warranty period.

Software

Unless a different warranty or no warranty is stated in the AB Sciex quotation or applicable end user software license, AB Sciex warrants that for a period of ninety (90) days from the beginning of the applicable software warranty period, the AB Sciex software will function substantially in accordance to the features and functions described in the documentation delivered with the software when used as set forth in the software manual. The applicable warranty period for software begins on the earlier of (i) the date of installation or (ii) three (3) months from the date of shipment for software installed by AB Sciex personnel. The warranty period begins on the date of delivery for software installed by the customer or anyone other than AB Sciex personnel. This limited software warranty is subject to certain exclusions, conditions, exceptions and limitations. The full limited warranty statement, which is part of the click-wrap end user license agreement, will be displayed during the course of software installation. You may also contact AB Sciex for a copy prior to purchase or at any other time.

Consumables

AB Sciex warrants that any consumable products will be free of defects in materials and workmanship upon delivery to buyer. All consumable warranty claims must be made within one year of delivery, but in any event no later than the earlier or lesser of, as the case may be, any shelf life date, expiration date, use by date or end of recommended use date, stated on the label or in literature accompanying the consumable. AB Sciex will replace or refund the purchase price of a consumable not meeting the above warranty if the claim is received within the foregoing warranty period. If defects diminished, but did not prevent performance, refund amounts may be apportioned in accordance with AB Sciex's reasonable allocation of the value of the

diminished performance in AB Sciex's sole discretion. Notwithstanding the foregoing, consumables made to buyer's specifications are sold "AS IS" and without warranty, whatsoever, express or implied, of any kind.

Service Consumables

AB Sciex warrants that service consumables will be free of defects in materials and workmanship for a period of thirty (30) days from the date shipped, or twenty (20) days from the date of delivery, whichever is earlier.

Spare Parts (including instrument hardware upgrades)

AB Sciex warrants that spare, replacement or upgrade parts ("Service Spares") ordered and installed by an AB Sciex service engineer, separate from instrument installation, will be free of defects in materials and workmanship for a period of ninety (90) days from the date installed or one hundred and twenty (120) days from the date of delivery, whichever is earlier. Service Spares that are not installed by AB Sciex are sold "AS IS" without any warranty, express or implied, of any kind, and are not covered by any AB Sciex warranty or service plan. If an instrument is upgraded, the installation of the parts constituting the upgrade does not extend or restart the underlying instrument warranty, but the parts comprising the instrument upgrade are covered by the warranty for Service Spares described above.

Third-Party Accessories

AB Sciex supplies and installs certain standard configurations of its LC/MS instrument, AB Sciex reserves the right to require that LC/MS systems be restored to the standard configuration prior to providing on-site service or technical support. In some cases, AB Sciex may approve the use and installation of third-party accessories and parts with its instrumentation. Third-party accessories and parts approved by AB Sciex may have to be temporarily removed to restore the LC/MS instrument to the standard configuration.

Computer Configuration

AB Sciex supplies or recommends certain configurations of computer hardware, software, and peripherals for use with its instrumentation. AB Sciex reserves the right to decline support for, or impose extra charges for, supporting nonstandard computer configurations or components that have not been supplied or recommended by AB Sciex. AB Sciex also reserves the right to require the computer hardware and software to be restored to the standard configuration prior to providing service or technical support.

Exceptions & Exclusions Applicable to all Warranties Described Herein

The above warranties do not apply to defects resulting from misuse, neglect, or accident, including without limitation: operation with solvents or samples that are not supplied or approved by AB Sciex for use with the product; operation outside of the environmental or use specifications or not in conformance with the instructions for the instrument system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products, not supplied or authorized by AB Sciex; and modification or repair of the product not authorized by AB Sciex. AB Sciex's warranties do not cover, and AB Sciex has no obligation to repair, replace or refund the purchase price of, any instrument, component, software, wetted part, consumable, or service part, if a defect or failure arises or is caused by: externally caused short circuits, incorrect voltages or other improper external inputs; de-installation or reinstallation by anyone other than an AB Sciex authorized engineer; failure to store or use product in accordance with AB Sciex instructions; failure to use product in accordance with good laboratory practices by technically qualified persons; other misuse or neglect, including but not limited to improper storage, maintenance, shipping, handling, improper or abnormal use, including operation outside of the environmental or use specifications specified by AB Sciex: unauthorized change or modification; use with chemicals, reagents or any other product not supplied or authorized in writing by AB Sciex for use with the product; accidents of any kind or nature; and any non-AB Sciex designated product including without limitation software (including without limitation viruses, Trojan horses or other malicious software) that is attached to, loaded on or otherwise connected with, or that accesses, the AB Sciex product. AB Sciex warranties do not cover de-installation, reinstallation, transportation of products, routine services such as cleaning, optimization or connection to peripheral components not ordered through AB Sciex. AB Sciex warranties also do not cover products that have been or that have been attempted to have been serviced or repaired by any person other than an AB Sciex authorized service engineer. Repair or service by a person not authorized by AB Sciex voids AB Sciex warranties.

Warranty Limitations

The remedies provided herein are the buyer's sole and exclusive remedies. Without limiting the generality of the foregoing, in no event shall AB Sciex be 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 direct, indirect, punitive, incidental, exemplary, punitive, multiple, consequential, or special damages sustained by the buyer or any other person or entity, whether or not foreseeable and whether or not AB Sciex is advised of the possibility of such damages, including without limitation, damages arising from or related to loss of use, loss of data, failure or interruption in the operation of any equipment or software, delay in repair or replacement, or for loss of income, revenue or profits, loss of good will, loss of business, procurement of substitute goods or services, or other financial loss. No agent, employee, or representative of AB Sciex has any authority to modify the terms of this limited warranty statement or to bind AB Sciex to any affirmation, representation, or warranty made by any agent, employee, or representative of AB Sciex. Any warranty statement made will not bind AB Sciex, unless provided in writing and signed by a Vice President of AB Sciex. Some countries or jurisdictions limit the scope of or preclude limitations or exclusion of warranties, of liability, such liability for gross negligence or willful misconduct, or of remedies or damages, as or to the extent set forth above. In such countries and jurisdictions, the limitation or exclusion of warranties, liability, remedies or damages set forth above shall apply to the fullest extent permitted by law, and shall not apply to the extent prohibited by law. Without limiting the foregoing statement, nothing in this document is intended to or will exclude or limit AB Sciex's liability for death or personal injury caused by its negligence or fraud, or other liability to the extent it may not be excluded or limited by applicable law. AB SCIEX warranties on any sold AB SCIEX products including hardware, software and services are nontransferable. AB SCIEX products resold or transferred without prior written approval by an authorized AB SCIEX representative will void all warranties.

THE FOREGOING PROVISIONS SET FORTH AB SCIEX'S SOLE AND EXCLUSIVE REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS WITH RESPECT TO ITS PRODUCTS, AND AB SCIEX MAKES NO OTHER WARRANTY OR ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM A STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

Shipping Damages, Damages Claims, Warranty Claims, and Returns Process

If shipping damage to the product is discovered, contact the shipping carrier and request inspection by a local agent. Secure a written report of the findings to support any claim. Do not return damaged goods to AB Sciex without first securing an inspection report and contacting AB Sciex Technical Support for a Return Authorization (RA) number.

Damages Claims

After a damage inspection report is received by AB Sciex, AB Sciex will process the claim unless other instructions are provided.

Warranty Claims

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- 1.14. “Subscription License”** means a license which, if granted to You pursuant to the terms set forth in this EULA (as indicated in the applicable SCIEX quote and your matching Purchase Order), enables a number of Users to access the Software. You must not allow set Users in excess of the number of Subscriptions you have purchased. Subscriptions cannot be shared or used by more than one User, but a Subscription may be permanently reassigned to another User. You are responsible for the security and confidentiality of Subscriptions and any associated log-in details and are responsible for all acts and omissions of anyone who accesses the Services and Support through their use (regardless of whether they are authorised or undertaken by you) unless they are caused by Our breach of this EULA. You must notify Us promptly if you are aware of unauthorised use of a Subscription. If you wish to purchase additional Subscriptions, you may contact Us. The associated fees and Subscription Terms of these additional Subscriptions will be discussed with you at the time. You can only reduce the number of purchased Subscriptions by notifying Us before the 1st day of your next Renewal. Subscriptions cannot be reduced during a Subscription Period and no refunds will be made for any non-use or reduction of Users.
- 1.15. “Subscription Term”** means initial Subscription Term will commence and expire in accordance with the start date and end date set forth on our quote and Your matching purchase order, unless earlier terminated in accordance with this EULA or our quotation terms and conditions. Thereafter, the Subscription shall automatically renew for additional one (1) year periods (or for such longer period as may be set forth on a renewal Order Form executed by the parties) unless either party gives written notice to the other of its intention not to renew the Subscription at least thirty (30) days prior to the expiration of the then-current Subscription Term. The initial Subscription Term, plus any subsequent renewal Subscription Term shall be the “Subscription Term”. For the avoidance of doubt, the term of this Agreement shall be coterminous with the Subscription Term.
- 1.16. “You”** means the licensee authorized by this EULA to use the Software through the SCIEX quotation and Your matching .

2. LICENSE.

- 2.1. License Grant.** Subject to the terms and conditions of this EULA, SCIEX grants You (depending on the detailed SCIEX quotation) either a (i) a non-exclusive, non-transferrable, (except as related to the applicable Instrument designed to work with this Software), restricted license to use in conjunction with the applicable Instrument or the one applicable operating system, (ii) a Concurrent License, which is non-exclusive, non-transferrable (outside Your company) for the Authorized Number of computers and/or Authorized Number of networks per the SCIEX quote to you, or (iii) a Subscription License, which is non-exclusive, non-transferrable for the Authorized Number and specific individuals per the SCIEX quote to You.

You may make one copy of the Software in machine-readable form solely for backup or archival 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.

- 2.2. Support; Upgrades.** This EULA entitles You to receive updates and upgrades, when and if released by SCIEX during the Warranty Period set forth in Section 16 herein. You are also entitled to limited phone and internet technical support related to the Software during the Warranty Period. You acknowledge this EULA does not entitle You to receive upgrades, updates or technical support related to the Software beyond the warranty period as set forth in Section 16.1. The aforementioned constitute additional services and may be purchased separately.

Exhibit G – Enterprise User License Agreements (EULAs)**Contract 6500912****3. RESTRICTIONS.**

- 3.1. Ownership. You receive no title to or ownership of any copy or of the Software itself. You receive no rights to the Software except those explicitly stated in Section 2 of this EULA.
- 3.2. Instrument. If the Software is provided for use with the SCIEX instrument to You, You hereby agree to only use the Software in accordance with the operation and the manner that is described in the documentation provided by SCIEX. If such Software is for acquisition software on the Instrument, you agree to only use such Software on the Instrument in which it was installed.
- 3.3. You will not sublicense, copy, merge, modify, sell, resell, rent, lease, assign, transfer, publicly display, publicly perform, or distribute the Software, or create derivative works based on the Software, or any part thereof or any interest therein.
- 3.4. You will not attempt, cause, or permit others to reverse assemble, disassemble, decompile, modify, create any derivative works, or otherwise attempt, cause, or permit any reverse engineering of the Software or any part thereof, or attempt, cause, or permit any conversion of the Software into any human readable or perceivable form including deriving the Software's source code, or in any other way allow third parties to exploit the Software .
- 3.5. Intellectual Property. You will not remove any proprietary, copyright, trade secret, or warning legend from the Software.
- 3.6. Research use only; not for use in diagnostic procedures. You acknowledge and agree this Software is intended for and shall only be used by You for research use only and not for use in diagnostic procedures. This Software is not intended or designed by SCIEX, for any additional and/or alternative use that is not stated herein, including, but not limited to, the processing of personally identifiable information, or the direct care, diagnosing, or treatment of patients. You will assume the sole risk and liability for any use of this Software that is outside the scope or otherwise not permitted by this EULA and will indemnify and defend SCIEX for any use outside its intended use.

4. SHARING OF DATA; DATA OWNERSHIP; DE-IDENTIFICATION OF DATA

- 4.1. This Software may provide features that enable you to share Data to the Cloud and that others (Sharees) may have access to or receive this Data. Unless otherwise stated herein, You acknowledge that you have the authority to share Data to the Cloud. You acknowledge that SCIEX is not a party to any arrangement between you and any Sharee of Data. Subject to the terms in Sections 13, 14 and 15, of this EULA, you acknowledge that SCIEX has no liability arising out of your sharing of Data and has no obligation to assist you in resolving disputes arising from your sharing of Data.
- 4.2. When uploading, transmitting, or modifying Data that contains personally identifiable information, including without limitation, Data consisting of genomic information (whether whole genome sequences or portions), you agree that you will not, in connection with or through this Software, provide any personally identifying information or personal information or personal data as defined by applicable law (e.g. HIPAA, The General Data Protection Regulation (EU) 2016/679), Personal Data Protection Act 2012 (No. 26 of 2012)).

5. VERSION STATUS

- 5.1. You understand and agree that in order to determine whether the Software version is up-to-date, this Software requires a constant connection to the internet. It uses https protocol, port 443. If your internet connection is disrupted, you will not be able to use the Update Feature.
- 5.2. In accepting the terms of this Agreement, you further agree that version data will be stored and processed anonymously at SCIEX or its vendors to improve Sciex products and services (though itself, its affiliates, distributors and its suppliers).

Exhibit G – Enterprise User License Agreements (EULAs)**Contract 6500912****6. CONFIDENTIALITY**

- 6.1.** You shall not use the Confidential Information of SCIEX except in the course of the activities permitted in this EULA. You shall maintain the confidentiality of the Confidential Information of SCIEX with at least the same degree of care you use to protect your own proprietary information of a similar nature or sensitivity, but with no less than reasonable care. Unless explicitly stated otherwise in this EULA You shall not disclose any Confidential Information to any third party without the written consent of SCIEX. You shall be responsible to SCIEX for the acts and omissions, and for compliance with the confidentiality and non-use obligations set forth in this Section 5, of any person or entity to whom or to which SCIEX's Confidential Information was disclosed by Recipient.
- 6.2.** In the event that You become legally required to disclose any such Confidential Information, You shall provide Ab Sciex with prompt notice so that SCIEX may seek a protective order or other appropriate remedy or waive compliance with the provisions of this EULA. In the event that such protective order or other remedy is not obtained, You shall furnish only that portion of the Confidential Information which is legally required to be furnished in the opinion of Your legal counsel. Disclosure pursuant to this Section shall not be deemed an exception under this EULA.
- 6.3.** Remedies. You agree and acknowledges that an impending or existing violation of any provision of Section 6 (Confidentiality) will cause SCIEX irreparable harm and significant injury for which SCIEX may have no adequate remedy at law. You agree that in such event, SCIEX shall be entitled to immediate equitable relief, including injunctive relief and specific performance, in addition to any other remedies available to Ab Sciex.
- 6.4.** The obligations of this Section shall survive termination of this EULA

7. THIRD PARTY SOFTWARE & RESTRICTIONS.

- 7.1.** This Software may include software products licensed by third party providers, including Open Source Software, as set forth in Appendix A. In addition, the Software may enable you to run multiple instances of third-party software and application programs. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as set forth in Appendix A (Third Party Products Additional Licensing Terms & Conditions). In the event such terms and conditions are not provided in Appendix A, such third party's software are provided "As Is" without any warranty of any kind and the terms and conditions of this EULA shall apply to all such third party software providers and third party software as if they were SCIEX and the Software respectively. You will assume fully responsible for reviewing and complying with any licenses necessary to use any such third-party software. Such licenses may be included in your SCIEX installation package. You are responsible for complying with any third-party provider terms, including its privacy policy. SCIEX does not provide support or guarantee ongoing integration support for products that are not a native part of the SCIEX technology.
- 7.2.** The Parties acknowledge that certain software provided under this EULA may include Open Source Software, and that any use or distribution of such software shall be subject to the terms and requirements of the license applicable to such Open Source Materials.

8. OWNERSHIP OF SOFTWARE.

- 8.1.** You acknowledge that the Software in human-readable/source code form, including its structure, sequence, and organization, is and remains the confidential trade secret of SCIEX. The Software, including its structure, organization, code, user interface and associated documentation, is a proprietary product of SCIEX or its suppliers, and is protected by international laws of copyright. The law provides for civil and criminal penalties for anyone in violation of the laws of copyright.
- 8.2.** Title, ownership rights and intellectual property rights in and to the Software shall at all times remain with SCIEX or their respective owners. All rights not specifically granted by this EULA, including federal and international copyrights, are reserved by SCIEX or their respective owners.

- 9. CLOUD SERVICES.** As applicable, You shall abide by any third-party terms and conditions that may be required for the use of any Cloud services that You may use in conjunction with the Software.

- 10. TRIAL VERSIONS.** You acknowledge that any Software that is provided to You on a trial basis, may automatically cease functioning or be discontinued by SCIEX at the end of the trial period.

Exhibit G – Enterprise User License Agreements (EULAs)**Contract 6500912**

- 11. EXPORT REQUIREMENTS.** If you export, re-export or import the Software, technology or technical data licensed hereunder, you assume responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. You will not export, re-export or import, 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. SCIEX may terminate this EULA immediately if you are in violation of any applicable laws or regulations. Compliance with Laws. Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Cisco may restrict the availability of the Cisco Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
- 12.** If You use the Software in a location with local laws requiring a designated entity to be responsible for collection of data about individual end users and transfer of data outside of that jurisdiction (e.g. Russia and China), You acknowledge that You are the entity responsible for complying with such laws.
- 13. 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.
- 14. EUROPEAN UNION END USERS.** If this Software is used within a country of the European Union nothing in this EULA shall be construed as restricting any rights available under the European Union Computer Programs Directive including Directive 2009/24/EC.
- 15. RESERVED**
- 16. LIMITED WARRANTY and LIMITATION OF REMEDIES.**
- 16.1.** SCIEX warrants that for a period of three-hundred-sixty-five (365) days from the date of shipment to you by SCIEX or its authorized distributors of the media on which the Software is stored ("**Warranty Period**"), (a) such media will be free from defects in materials or workmanship and (b) the Software will comply substantially with the written specifications for the Software. If during the Warranty Period, the media on which Software is delivered proves to be defective, SCIEX will repair or replace such media, at SCIEX's option. If during the Warranty Period, the Software fails to comply substantially with its written specifications, SCIEX will repair or replace the Software to substantially comply with the written specifications, or, at SCIEX's option, refund the fees paid by You for the Software that exhibits such noncompliance. This shall be Your sole remedy and SCIEX's sole responsibility for any breach of warranty hereunder. You assume full responsibility for: (i) the selection of the Software; (ii) the proper installation and use of the Software; (iii) verifying the results obtained from the use of the Software; and (iv) taking appropriate measures to prevent loss of Data. Notwithstanding anything to the contrary in this EULA and without in any way limiting SCIEX's other disclaimers of warranties, SCIEX does not warrant that the quality or performance of the Software will meet your requirements or that you will be able to achieve any particular results from use of the Software or that the Software will operate free from error.
- 16.2.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS LICENSED TO YOU "AS IS" AB SCIEX MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY OR NON-INFRINGEMENT. ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.
- 17. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL SCIEX BE RESPONSIBLE OR LIABLE IN CONTRACT, TORT, WARRANTY OR UNDER ANY STATUTE OR ON ANY OTHER BASIS FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF SCIEX 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 SCIEX AND ITS AGENTS, CONSULTANTS, CONTRACTORS AND SUPPLIERS UNDER THIS EULA, OR ARISING OUT OF THE USE OF THE SOFTWARE, SHALL NOT EXCEED TWO TIMES (2X) THE VALUE OF THE CONTRACT.

Exhibit G – Enterprise User License Agreements (EULAs)**Contract 6500912**

- 18. TERM.** This EULA will remain in effect for the term of the Master Contract unless such EULA license is terminated as specifically authorized in the Master Contract.
- 19. RESERVED.**
- 20. JURISDICTION.** This EULA shall be governed by laws of the State of Tennessee, U.S.A., exclusive of its conflict of law's provisions. This EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods
- 21. SOFTWARE IMPROVEMENTS.** You acknowledge and agree that SCIEEX may collect, process, and use technical information and that is gathered as part of any feedback, maintenance, and support services provided to You, for Software improvement and business use, provided that such information is de-identified.
- 22. END OF LIFE.** If, during the term of this EULA, SCIEEX discontinues the Software then SCIEEX shall provide You notice of such discontinuation on SCIEEX.com as soon as reasonably practicable and may, in its sole discretion, either (i) substitute the discontinued Software with one of comparable quality and effectiveness; or (ii) terminate the discontinued Software.
- 23. FORCE MAJEURE.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this EULA to the extent the aforementioned are caused by acts of war, terrorism, hurricanes, tornados, earthquakes, pandemics, or other acts of God, or by nature, strikes or other labor disputes, riots or other acts of civil disobedience, embargos, or other cause beyond either parties' reasonable control.
- 24. GENERAL**
- 24.1. Entire Agreement.** This EULA constitutes 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.
- 24.2. Severability.** If a court of competent jurisdiction holds any provision of this EULA invalid or unenforceable for any reason, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this EULA will remain in full force and effect.
- 24.3. Language.** The controlling language of this EULA, and any proceedings relating to this EULA, shall be English. You agree to bear any, and all costs related to translation, if necessary.
- 24.4. Headings.** The headings to the sections of this EULA are used for convenience only and shall have no substantive meaning.
- 24.5. Contact.** All questions concerning this EULA shall be directed to: SCIEEX, 500 Old Connecticut Path, Framingham MA U.S.A., Attention: Legal Department.

APPENDIX A
THIRD PARTY SOFTWARE

This software may use third party software components from several sources including open source. Portions of these software components may be copyrighted and licensed by their respective owners as indicated below. Various licenses require distribution of source code or if a link is used to point the end-user to a source-code repository, and the source code is not available at such site, the distributor must, for a time determined by license, offer to provide source code. Such licenses and notices may be found in this appendix

**SELECTION (BUT NOT ALL) THIRD PARTY PRODUCTS ADDITIONAL LICENSING
TERMS & CONDITIONS THAT MAY BE APPLICABLE**

The following is a non-exhaustive list of all third party software, including free and open source software as well as proprietary third party code, that is delivered with or as part of the Software. Please note Microsoft licenses are governed by the following terms and conditions depending on the software:

<https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>

Versant

VERSANT SUBLICENSE GRANT, TERMS AND CONDITIONS

Licensee's use of Versant software is also subject to the additional following terms and conditions: Licensee agrees that, to the extent permitted by applicable law, Versant shall be a third-party beneficiary of this EULA.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: Danaher.certrequest@marsh.com Fax (212) 948-0503	CONTACT NAME: ... PHONE (A/C. No. Ext): _____ FAX (A/C. No.): _____ E-MAIL ADDRESS: _____														
CN102997607-ALL-7/1-23-24 ABSCIX NO	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td style="text-align: center;">22667</td> </tr> <tr> <td>INSURER B : Indemnity Ins Co Of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER C : ACE Fire Underwriters Insurance Company</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Ins Co Of North America	43575	INSURER C : ACE Fire Underwriters Insurance Company	20702	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED AB SCIEX LLC 1201 RADIO ROAD REDWOOD CITY, CA 94065															

COVERAGES CERTIFICATE NUMBER: CLE-005743978-31 **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			HDO G47314264	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10709131	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C70314162 (AOS) WLR C70314125 (CA, MA, AZ) SCF C70314204 (WI)	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: CONTRACT PURCHASE AGREEMENT 6500912

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE NASHVILLE, TN 37201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Danaher Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H10709131	Policy Period 07/01/2023 TO 07/01/2024	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:**
- 1. You.**
 - 2. Any of your "employees" or agents.**
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.**
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.**

Authorized Representative

POLICY NUMBER: HDO G47314264

3
Endorsement Number: 2

**COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PHONE (A/C. No. Ext): 202-258-5895	FAX (A/C. No): 202-263-7700																					
E-MAIL ADDRESS: Justin.Llizo@marsh.com																						
CN102997607-7/1-Daneo-23-24 ABSCIX NO	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td style="width: 50%;">INSURER A : Great Lakes Insurance SE</td> <td style="width: 50%;"></td> <td style="text-align: center;">1340043</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Great Lakes Insurance SE		1340043	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED AB SCIEX LLC 1201 RADIO ROAD REDWOOD CITY, CA 94065																						

COVERAGES CERTIFICATE NUMBER: CLE-006781339-39 **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CYBER			F05137782023	07/01/2023	07/01/2024	LIMIT (SIR: 5,000,000) 4,000,000
A	E&O LIABILITY			F05137782023	07/01/2023	07/01/2024	LIMIT (SIR: 5,000,000) 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: CONTRACT PURCHASE AGREEMENT 6500912

E&O Liability includes Tech E & O.

CERTIFICATE HOLDER

CANCELLATION

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE NASHVILLE, TN 37201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
SOLE SOURCE JUSTIFICATION FORM



SS #: 2022011

Date Received: Aug. 13, 2021

Send an email to PRG@nashville.gov and attach completed sole source form and supporting documentation.

Proposed supplier MUST be Registered in iProcurement

Date: 7.28.2021 Requesting Department/Agency/Commission: MNPD Crime Lab

Requesting Official: Heather Watson Telephone #: 615.880.1206 This is for a one time purchase.

Product/Service Description: Toxicology Unit Instrumentation Upgrade *Approval of changes*

Total Purchase (Enter the value for the entire contract life) Price: ~~\$720,508.46~~ \$2,245,638.44 *mlt* 9/15/2023 | 3:53 PM CDT

BU Number: 31402021 Fund #: 40021 Object Account: 507400 Any Other Accounting Info: _____

Proposed Supplier: AB SCIEX LLC Proposed Supplier Contact: Devin P. Keller
Supplier Address: 1201 Radio Road City: Redwood City ST: CA Zip: 94065
Supplier Telephone #: 253.358.6191 Supplier Email: Devin.Keller@sciex.com

Metro Code: 4.12.060 Sole Source Procurement.
A contract may be awarded for a supply, service or construction item without competition when, under regulations promulgated by the standards board, the purchasing agent determines in writing that there is only one source for the required supply, service or construction item. The standards board may, by regulation, establish specific categories of supplies, services, or construction items as sole source items. (Ord. 92-210 § 1 (3-205), 1992)


R4.12.060.02 Conditions for Use of Sole Source Procurement.
Other item listed in R4.12.060.05

If Other, Explain Request: This is a "sole source request" for AB SCIEX as the sole vendor for the purchase of two SCIEX Triple Quad 5500+ LC-MS/MS Systems and one SCIEX X500R QTOF System. AB SCIEX is the exclusive manufacturer and distributor of these products in the U.S.

The Lab's Toxicology Unit currently utilizes a complex integrated system of instrumentation that works in tandem for forensic testing and analysis. The integrated system is comprised of three SCIEX instruments: auto sampler, LC System, and 3200 QTRAP LC/MS/MS System. In December 2019, the Lab was notified by AB SCIEX they will no longer manufacture and sale 3200 systems; and support and maintenance will be limited. Because of this notification and the Lab's increase need of support and maintenance, the Lab is requesting to upgrade the SCIEX 3200 QTRAP LC/MS/MS System to a SCIEX Triple Quad 5500+ LC-MS/MS System and SCIEX X500R QTOF System.

Additional vendor documentation is attached.

Signatures will be gotten by Procurement in DocuSign

Department Requester's Initials: 

Requesting Department Director's Signature of Approval: for COP Murray 8/13/21

Date: _____

SS2022011

Rec. Aug. 13, 2021



December 1, 2019

Dear API 3200, 3200 QTRAP and 3200MD System Customer:

I wish to inform you that manufacturing of the 3200 systems will be discontinued as of December 31, 2019. The 3200 Systems continue to be valuable and reliable instruments for our existing customers. However, in order to optimize the value of our product portfolio to our customers, we have decided to discontinue manufacturing and sale of the 3200 systems. As of December 31, 2019, we will no longer accept orders for the 3200 series systems.

SCIEX intends to use commercially reasonable efforts to fully support the 3200 series systems with serial numbers beginning with AA, AF, EN, EO, EQ, EP, CX, and ER with related software, reagents, and consumables, as well as maintenance, repair services and technical applications support for a minimum period of five (5) years from date of discontinuance (December 31, 2019). SCIEX intends to use commercially reasonable efforts to fully support the 3200MD series systems with serial numbers beginning with AA, AF, EN, EO, EQ, EP, CX, and ER with related software, reagents, and consumables, as well as maintenance and repair services and technical and applications support for a minimum period of five (5) years from the date of discontinuance (December 31, 2019). Please note, however, that the level of support we are able to provide may be limited by circumstances beyond our reasonable control, including but not limited to our inability to source supply. You will be notified immediately if any changes to the level of support we can offer should be necessary.

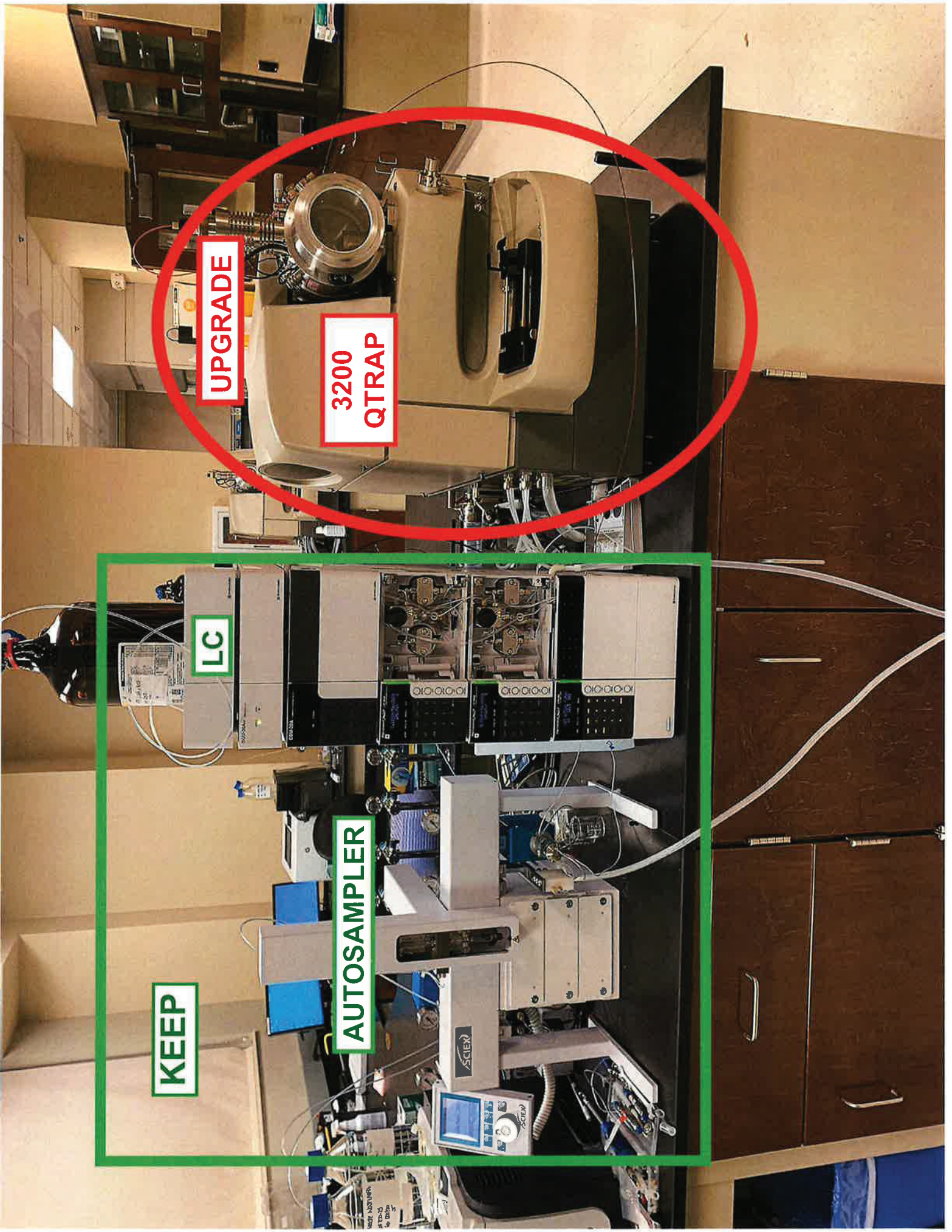
For more information about our other models of Triple Quadrupole and QTRAP Systems, please visit our website at www.sciex.com.

Please feel free to contact your sales representative with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Shruti Rex", with a stylized flourish at the end.

**Shruti Rex
Senior Product Manager, Medical Devices**



UPGRADE

**3200
QTRAP**

LC

AUTOSAMPLER

KEEP



Devin Keller
SCIEX
1201 Radio Road
Redwood City, CA 94065

September 21, 2020

Ms. Amanda Sweet
Assistant Director
Metro Nashville Police Department Crime Lab
400 Myatt Drive
Madison, TN 37115

Dear Ms. Amanda Sweet,

Thank you for your interest in our products.

AB Sciex Pte. Ltd. is the original equipment manufacturer (and AB Sciex LLC the U.S. selling entity) of SCIEX branded mass spectrometers ("Products"). AB Sciex LLC has the exclusive distribution and marketing rights in the U.S. for Products. In addition, AB Sciex LLC has granted (i) a healthcare distribution company a non-exclusive right in the U.S. to market and sell its products to first time customer healthcare providers (NOT existing customers) whereby AB Sciex LLC accepts a lead from that distributor (disqualifying them from being a sourcing option in this instance), and (ii) in certain other circumstances through small and other than small businesses where our customers desire to purchase our products through such channels. With exception of those situations, AB Sciex LLC does not have any other authorized distributors of its Products or service for such Products.

Below is a list of technology features, advantages, and benefits exclusive to our brand. Please see the following:

Triple Quadrupole/Linear Ion Trap (5500+ Only)

Feature Description

The LC-MS/MS instrument contains two types of mass analyzers combined into a single system:
1) A triple quadrupole (QQQ) mass analyzer and 2) a linear ion trap (LIT) mass analyzer.
Alternatively, the LC-MS/MS instrument can be field upgraded later to include the linear ion trap capability.

Advantages and Benefits

The hybrid nature of a combined triple quadrupole (QQQ) and linear ion trap (LIT) mass analyzer enable powerful workflows capable of both highly sensitive and selective quantitative and qualitative data generation.

- The triple quadrupole mass analyzer allows for Multiple Reaction Monitoring (MRM) based quantitation of targeted analytes.



- The linear ion trap mass analyzer generates reliable full scan spectra at “cut-off” levels or Lower Limit of Quantitation (LLQ) concentration levels and triggers automatically from the quantitative MRM of the analyte. This high sensitivity, full scan spectrum is capable of being library matched against a known library for higher confidence in identification. The linear ion trap generated product ion spectrum does NOT exclude the bottom 1/3 of the mass range, allowing information rich spectra to be acquired for high confidence library matching. The linear ion trap-based mass spectrum can be acquired within a single MS/MS experiment combined with the MRM data to avoid multiple injections, allowing for increased efficiency commonly required in today’s laboratory production demands. In addition, non-targeted analytes can be monitored using an ion trap-based MS scan which will trigger MS/MS - required for detecting and elucidating general unknowns. This workflow can also be performed within the same injection as the MRM experiment.
- Quantitative MS/MS/MS can be performed using a unique scan where an MRM is performed and the MRM product ion is trapped in Q3 (using the LIT) – allowing for trap-based fragmentation to occur and create an additional product ion (or MS/MS/MS type ion). This is very useful when the MRM trace is showing high background, this additional level of selectivity has potential to enhance signal to noise by reducing the background. Again, this scan function can be combined into the same injection as the standard MRM targeted quantitation, allowing for a single injection workflow.

Source/Interface (5500+ and X500R)

Feature Description

The LC-MS/MS instrument has a dual heater design with the 2 desolvation heaters located orthogonal to the ESI electrode. Heater temperature and gas flow are user controllable which facilitates LC effluent desolvation across a wide range of flow rates, prior to entrance into the high vacuum region.

Advantages and Benefits

Effective desolvation produces more ions from the ESI droplets with fewer neutrals resulting in better sensitivity.

Feature Description

The LC-MS/MS instrument includes an active-exhaust ionization source which uses a dry nitrogen/air gas to ensure maximum source cleanliness, uptime, and sustained performance and sensitivity.

Advantages and Benefits

An LC-MS/MS ionization source must charge target analytes in the presence of liquid mobile phase, heat, current, and other sample matrix components. This process occurs in a confined, pressurized region. This environment can be a recipe for contamination which leads to more downtime, maintenance, and the potential for ghost peaks from ions recirculating in the source. Actively exhausting the source ensures long-term cleanliness, maximum uptime, and minimal maintenance.

**Feature Description**

The LC-MS/MS interface employs a single thin aperture which separates the vacuum chamber from atmosphere, and an N₂ gas flow that runs counter-current to the ion beam entering the vacuum region.

Advantages and Benefits

The counter-current gas flow works in conjunction with active exhaust to eliminate neutrals and decluster solvent molecules from the ionized material. This counter gas flow also removes adducts that may have formed during the ionization process. Adduct formation can interfere with good quantitation.

Feature Description

The LC-MS/MS instrument employs an RF-only guided quadrupole to move ions efficiently and to focus the ion beam into the mass analyzer region.

Advantages and Benefits

An RF-only guided quadrupole reduces the need to retune compounds over time as it eliminates the need to use DC to steer ions for optimal transmission. RF/DC-designed interfaces require more frequent tuning because the rings/lenses used to steer ions with DC get contaminated causing the ion beam to move.

Feature Description

The LC-MS instrument enables scheduling of the source ionization voltage during the chromatographic run.

Advantages and Benefits

When analyzing dirty samples by reverse-phase chromatography, it is common to hold gradient start conditions for a period following injection of the sample. This is done to wash salts and other interfering matrix components off the column prior to separating analytes of interest. It is beneficial to divert this portion of the LC effluent away from the mass spectrometer to maintain instrument cleanliness. This is often accomplished by use of a diverter valve; however, the mechanical nature of such valves makes them prone to leaks and failure. As an alternative, the ability to schedule when source ionization voltage is applied can be effective. During this wash phase, the source ionization voltage is turned off, preventing spray formation. This keeps the mass spectrometer cleaner and improves overall robustness. Once the wash is complete, the source ionization voltage is turned on, leading to spray formation and sampling by the MS.

Raw Data Collection (5500+ Only)**Feature Description**

The LC-MS/MS instrument utilizes a detector design free of virtually of all electronic noise and able to pulse count in order to accurately measure single ion events.

Advantages and Benefits

The ability to pulse count allows laboratories to accurately and precisely quantitate very small compound peaks near their limits of detection (LOD). This is imperative for laboratories that are continually performing trace level analysis. Excessive thresholding and smoothing produced by analog detectors tend to have a less precision or accuracy since integration of these peaks may



be missed or is inconsistent. The result is that the true LOD may be much higher on an analog detector as compared to a pulse counting detector.

Data Independent Acquisition (DIA) – X500R Only

General Description

The LC-MS/MS instrument enables a data-independent acquisition (DIA) whereby sequential windows of a user-defined precursor mass range are passed through the quadrupole mass filter, fragmented in the collision cell, and mass analyzed by the TOF. These user-defined windows can be variable, and the quadrupole allows for their uniform transmission without losses around the edges. This DIA workflow enables MS/MS acquisition of all detectable precursors within the user-defined mass range and yields significantly more information per injection than data-dependent acquisition (DDA) techniques. Since MS/MS is collected for all detectable precursors, data can be retrospectively interrogated as new targets of interest are identified.

Feature Description

The DIA workflow enables acquisition of up to 100 MS/MS scans per cycle on the Q-TOF.

Advantages and Benefits

The speed at which MS/MS spectra can be generated by DIA plays a critical role in the overall specificity of the workflow by enabling more mass windows to be analyzed per cycle. In complex samples, increasing the number of mass windows collected per cycle improves sensitivity by leading to generation of more specific MS/MS spectra, thus lowering limits of quantitation and yielding greater confidence in target identifications.

Feature Description

The DIA workflow enables acquisition of variable width quadrupole selection windows.

Advantages and Benefits

The ability to vary mass window size also contributes to improving sensitivity and specificity in complex samples. Use of smaller mass windows in areas of the mass range with greater ion density helps to limit the number of precursors generating MS/MS. The net result is cleaner MS/MS spectra which lowers limits of quantitation and yield greater confidence in target identifications. Larger mass windows can be used for areas of the mass range with lower ion density to optimize duty cycle.

Collision Cell (5500+ Only)

Feature Description

The mass spectrometer contains a curved, electric gradient acceleration collision cell, enabling effective collection and rapid transmission of ions while minimizing space requirements and rejecting neutral species. This requirement ensures optimum performance in complex sample matrices and minimizes the overall size and footprint of the instrument.

Advantages and Benefits



- Modern chromatographic techniques, which aim to reduce run times while maintaining acceptable resolution, produce narrow peaks (widths in the low seconds). When analyzing large MRM panels, the mass spectrometer must be able to rapidly sample each MRM transition to minimize cycle times and collect enough data points across a peak. This capability is required to ensure quantitative precision and accuracy. Therefore, an electric gradient-assisted collision cell, capable of maximizing downstream ion transmission and supporting combined dwell/pause times as low as 2 milliseconds, is a requirement for large panel MRM analysis.
- In some instances, a unique product ion cannot be identified for each MRM transition in a method. When analytes share similar product ions, the collision cell must evacuate its contents prior to switching to the next MRM transition. Failure to do so leads to crosstalk, a phenomenon that occurs when product ions generated from a previous MRM transition remain in the collision cell upon switching to a new MRM transition. Crosstalk leads to false signals being recorded in the new MRM transition. Therefore, an electric gradient-assisted collision cell, capable of rapidly evacuating product ions is necessary to avoid crosstalk.
- Mass spectrometers with a large footprint present challenges for the space-constrained laboratory: costly setup renovations, disruptions to routine workflows, and serviceability challenges leading to increased downtime. In space-constrained environments, a curved collision cell is helpful as it significantly reduces the overall instrument footprint.

Differential Mobility Separation (DMS) – 5500+ Only

General Description

The mass spectrometer includes or allows for the future addition of a differential mobility separation (DMS) device. DMS is an orthogonal technique to HPLC and MS and adds another dimension of selectivity to separate isobaric features within a sample. The DMS separates ions based upon the mobility difference in high and low electric fields, prior to entry into the mass spectrometer.

Feature Description

The DMS device operates at atmospheric pressure and can be added/removed without tools in less than 5 minutes, without breaking vacuum.

Advantages and Benefits

The ability to add or remove the DMS device in a short timeframe AND without breaking vacuum ensures the most flexible operation of the mass spectrometer. This feature enables a seamless transition between workflows which require the added selectivity of DMS and those that do not. This flexibility is critical in research or production laboratories that routinely run multiple analytical methods on the mass spectrometer

Feature Description

The DMS device consists of a planar geometry and can acquire a single MRM transition in 25 milliseconds, including a 20 millisecond interscan pause time. The DMS device is also compatible with MRM scheduling.

Advantages and Benefits



A planar geometry enables the DMS to operate at speeds which make it compatible with quantitative workflows that utilize modern U-HPLC chromatographic techniques and monitor multiple MRM channels. Additionally, DMS compatibility with MRM scheduling means the mass spectrometer can focus solely on the analytes eluting at any given moment, improving ion statistics in large-panel MRM analyses.

Feature Description

The DMS device has an integrated liquid pump for the purposes of introducing chemical modifiers into the mobility cell.

Advantages and Benefits

The ability to add chemical modifiers to the mobility cell can have the effect of creating solvent clusters around an analyte. This effect can enhance the separation of analytes of interest and thus make the technique effective in eliminating or reducing the need for added chromatographic method development or sample preparation.

Detection System (5500+ Only)

Feature Description

The ion detection system includes a high-voltage conversion dynode which enables 5 millisecond polarity switching and up to 6 orders of linear dynamic range (LDR).

Advantages and Benefits

- Minimal polarity switching times reduce overall method cycle times, allowing collection of more MRM data points or the use of greater dwell times for low level target analytes. This leads to better reproducibility at the LOQ and higher quality data.
- Extended LDR provides high-confidence quantitation across a broader concentration range of analytes. The ability to extend the upper limit of quantification may lead to fewer sample dilutions and reinjections associated with sample measurements that are above the upper range of the curve.

SS #: 2022011

Date Received: Aug. 13, 2021

To be completed by the Procurement Division

Vetting & Research Needed; Date Requested by Purchasing Agent _____

Sole Source is Approved for: multi-year contract

Sole Source is Denied (See determination summary for denial reason)

PURCHASING AGENT: Michelle R Hernandez Lane **Date:** 8/27/2021 | 12:21 PM


Certificate Of Completion

Envelope Id: BF9F9CFD9A854D46B87E9FFDE075D826	Status: Sent
Subject: Metro Contract 6500912 with AB Sciex, LLC (Police)	
Source Envelope:	
Document Pages: 66	Signatures: 5
Certificate Pages: 18	Initials: 1
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking


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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:

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Electronic Record and Signature Disclosure:

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Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/25/2023 2:53:13 PM Viewed: 10/25/2023 3:31:30 PM Signed: 10/25/2023 3:31:39 PM
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Electronic Record and Signature Disclosure:

Accepted: 10/25/2023 3:31:30 PM
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Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/25/2023 3:31:44 PM Viewed: 10/25/2023 4:07:54 PM Signed: 10/25/2023 4:08:39 PM
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Terri L. Ray Terri.Ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/19/2023 10:54:17 AM
Gary Clay Gary.Clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/19/2023 10:54:17 AM Viewed: 10/20/2023 8:34:36 AM
Samir Mehic samir.mehic@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/25/2023 12:33:53 PM ID: e33e67b9-0554-420c-8ee8-8040da55c092	COPIED	Sent: 10/19/2023 10:54:18 AM Viewed: 10/19/2023 11:32:59 AM
Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/19/2023 10:54:18 AM Viewed: 10/19/2023 11:07:27 AM

Carbon Copy Events	Status	Timestamp
<p>Erik Schranz erik.schranz@sciex.com Sr. Director Customer Service AB Sciex LLC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/2/2023 3:54:06 PM ID: 0d76de70-0a22-427b-8760-e921444d9730</p>	<div style="border: 2px solid blue; padding: 10px; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/19/2023 10:54:19 AM Viewed: 10/19/2023 12:26:52 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 10px; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/19/2023 10:54:19 AM</p>
<p>Chief of Police John Drake chiefofpolice@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2023 7:57:34 AM ID: f780c43a-6097-4064-8684-d2fb0ec06505</p>	<div style="border: 2px solid blue; padding: 10px; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/19/2023 10:54:20 AM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2023 1:49:08 PM ID: e03e067f-8bc2-4088-8a82-aaef323ad05f</p>	<div style="border: 2px solid blue; padding: 10px; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/25/2023 4:08:43 PM</p>
<p>Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/25/2023 4:07:54 PM ID: 23f0988f-2ba6-4887-9679-91499cc8bf5d</p>	<div style="border: 2px solid blue; padding: 10px; font-size: 24px; font-weight: bold; color: blue;">COPIED</div>	<p>Sent: 10/25/2023 4:08:45 PM</p>
<p>Jeremy Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 10/4/2023 5:51:11 AM ID: e1f4a6a3-5818-48f1-922d-10504b0ccaf5</p>		
<p>Heather Watson Heather.Watson@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 9/6/2023 2:42:52 PM ID: 28c023fc-b277-470b-b5f5-cf0168369048</p>		
<p>Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None)</p>		

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 9/5/2023 8:07:23 AM
ID: e289baef-bb37-4563-b714-9962aed0c75a

John Bonema
john.bonema@sciex.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 4:04:57 PM
ID: be58c1ef-d065-4306-a811-d6de8c267ff0

Zak Kelley
Zak.Kelley@Nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Allan White
allan.white@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/24/2023 9:56:45 AM
ID: b90f1080-394f-4bf1-a372-07910cf74248

Barbara Gmerek
Barbara.Gmerek@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 8:11:26 AM
ID: 04223041-e645-43f9-a1ab-4dad8771ad47

Ernest Franklin
Ernest.Franklin@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/25/2023 1:15:40 PM
ID: 9e338e32-e85d-44a6-bcc8-1bff72da55e2

Carl Schwarz
carl.schwarz@sciex.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	10/19/2023 10:54:17 AM
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Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	10/19/2023 4:56:32 PM
Envelope Updated	Security Checked	10/19/2023 4:56:32 PM
Envelope Updated	Security Checked	10/19/2023 4:56:32 PM
Envelope Updated	Security Checked	10/24/2023 9:15:45 AM
Envelope Updated	Security Checked	10/24/2023 9:15:45 AM
Envelope Updated	Security Checked	10/24/2023 9:15:45 AM
Envelope Updated	Security Checked	10/24/2023 9:15:45 AM
Envelope Updated	Security Checked	10/24/2023 9:15:45 AM
Envelope Updated	Security Checked	10/25/2023 9:16:40 AM
Envelope Updated	Security Checked	10/25/2023 9:16:40 AM
Certified Delivered	Security Checked	10/25/2023 4:53:29 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure