

**UNIVERSITY OF LOUISVILLE
PURCHASING DEPARTMENT**

NOTICE OF AWARD OF CONTRACT

This Contract supercedes PCT NEW

Thermo Asset Management
PO Box 712224
Cincinnati, OH 45271

VENDOR'S COMPLETE MAILING ADDRESS

Contract No. RP-47-13

Date 1-17-2013

Bid No. RP-47-13

Terms Net 30

FOB NA

Vendor's No. 0000106281

Vendor's Rep. Michael Quillen E-Mail michael.quillen@thermofisher.com

Contract period: From March 1, 2013

Phone 215-489-5368 Fax _____

To June 30, 2014

Commodity or Service: Lab Equipment Maintenance Agreement

Renewal Options through: OPEN

Delivery As Required

ITEM	DESCRIPTION	UNIT	UNIT PRICE
	<p>This is a Price Contract for Department Lab Equipment Maintenance Agreement for the University of Louisville.</p> <p>The Terms & Conditions of the original Request for Proposal RP-47-13, vendor response, and attached Statement of Services are all collectively incorporated herein.</p>		

Authority to Contract. Contractor and the principal signing on its behalf, certifies that it is validly organized with authority to do business and perform the terms hereunder, is qualified to do business in KY, if applicable, and is not prohibited from entering into or performing the terms of this agreement for any reason.

SEND ALL CORRESPONDENCE TO:
UNIVERSITY OF LOUISVILLE
PURCHASING DEPARTMENT
LOUISVILLE, KENTUCKY 40292

Recommended By: N/A
Department

Authorized By: Robert Carlton
University of Louisville

Authorized By: Mark Sien
Unity Labs

Terms and Conditions

CONTRACT PERIOD

The contract will be in effect from March 1, 2013 through June 30, 2014 with the option to renew annually, upon mutual consent. The University of Louisville, upon agreement with all parties, shall have the option to extend the contract annually.

CONTRACT RENEWAL

This contract may be renewed annually by mutual agreement between the vendor and the University. Renewal shall be based on satisfactory performance of the vendor for the work described in the specifications. The vendor shall submit a request for renewal of contract no later than thirty (90) days prior to expiration of the contract. The University shall make an evaluation of market conditions and, if justified, an increase or decrease of contract prices can be made based upon a present increase or decrease in prices of raw goods.

CONTRACT CHANGES

During the period of the contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the University.

Should the Contractor find at any time that existing conditions make modification in requirements necessary, they shall promptly report such matter to the Department of Purchasing for consideration and decision.

GUARANTEES

There are no guarantees to the number of pieces of equipment that will be on this contract.

AMENDMENTS

It is recognized that subsequent written amendments to the awarded contract may be necessary; and all such amendments will require the mutual agreement of the parties.

OTHER STATE AGENCIES

Upon mutual consent of all parties the contract may be extended for use to other Commonwealth of Kentucky Agencies and Universities.

EXCEPTIONS TO CONTRACT ORDERING

The University reserves the right to establish service agreements for like type services from other vendors and firms in the event of, but not limited to, the establishment of; Governmental Contracts, Grants, Sub-Grants which may contain terms and conditions for such contract(s).

CONTRACT CANCELLATION

TERMINATION OF CONTRACT FOR CONVENIENCE

The University of Louisville, Department of Purchasing, reserves the right to terminate this contract for its own convenience without cause upon a thirty (90) day written notice to the Contractor. Upon receipt from the University Department of Purchasing, "Notice of Termination", the Contractor shall discontinue all services with respect to the applicable contract. The contractor will be compensated for all products shipped and received, work performed, services completed in whole or in part, and for material(s) which have been shipped (or which was otherwise allocated to the project which was terminated). Compensation for services provided by the Contractor will be calculated at a mutually agreed upon amount for services performed prior to "Notice of Termination". A fixed fee contract will be pro-rated (as appropriate).

The University reserves the right to cancel any established contract if any policy or procedural changes occur that would warrant discontinued use of the established contract. Additionally if a protest is filed, depending on the outcome of the protest, the contract/order may be cancelled or confirmed.

TERMINATION OF CONTRACT FOR NON-PERFORMANCE

The Director of Purchasing may terminate this contract for non-performance, as determined by the University for such causes, but not limited to:

- Mal-performance, non-performance, or failure to comply with specifications given herein in whole or part by the Contractor.
- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract.
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact if said petition in order that Contractor might during the sixty (60) days period have the opportunity to seek dismissal if the involuntary petition or otherwise cure said potential default.
- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

TERMINATION OF CONTRACT FOR CONTRACTOR VIOLATIONS

- Failure by Contractor for violations including but not limited to:
 1. Commonwealth and University, Conflict of Interest Policies
 2. Commonwealth Campaign Finance Laws
 3. OSHA, Labor and Tax Collection Violations
 4. Governmental Program Certification
 5. Failure to register firm with the Kentucky Secretary of State
 6. Failure to post requested bond if required
 7. Failure to maintain required Insurance

FISCAL FUNDING OUT CLAUSE

The University reserves the right to cancel and/or suspend the contract if funds for the continuation of these contracted services are eliminated or are not fully appropriated in subsequent years. The University will make all efforts, though annual budget requests to meet financial obligations for continuing contractual obligations; however this does not guarantee that funds will be made available from one fiscal year to the next.

The University also reserves the right to cancel and/or suspend the contract if changes in University policy and/or the way business are conducted regarding contracted services.

TAXES

The University of Louisville is tax exempt from the provision of the Kentucky six percent (6%) Sales and/or Use Tax on materials and equipment under this solicitation. Exemption certifications will be furnished to cover excise tax exemption where applicable and when requested by the contractor.

SUSTAINABILITY

The University of Louisville is dedicated to acquiring services that are in accordance with our commitment to sustainability. For the purpose of judging sustainability, the following description applies:

Sustainable Development is enhanced through sound Environmental, Social and Economic practices and technologies that minimize or eliminate waste and negative impacts on current resources.

UofL seeks services that pose no significant risk to human health or environmental quality when compared with competing products or services that serve the same purpose. This comparison, where applicable, may consider raw materials and energy acquisition; production and manufacturing; packaging and distribution; and the operation, maintenance, reuse, recyclability or disposal of a product. Materials, products, and workers from the local region are preferred sources, along with companies/contractors that can demonstrate efforts to ensure worker protections and to restore or enhance the environment.

INDEMNIFICATION

Any liability of the University to indemnify the Contractor as specified, shall be in accordance with Kentucky Revised Statutes KRS 44.070 to 44.160 (board of claims act) and KRS 45A.245 through 45A.275 (control claims act.)

The Contractor shall defend, indemnify and hold harmless the University, its trustees, officers, employees and agents from and against all losses and expenses (including reasonable cost of attorney's fees) by reason of liability imposed by law upon the Contractor for damages because of bodily injury, personal injury, including death at any time resulting there from, sustained by any person or persons including the Contractor's employees, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the negligent or intentional action or omission, or willful misconduct of the Contractor, provided however, that nothing contained herein shall require the Contractor to indemnify the University for such injuries to persons or damage to property arising out of, or in consequence to the negligent or intentional action, omission or willful misconduct of the University, its officers, employees and agents.

KENTUCKY CAMPAIGN LAWS:

By signing this contract document, the vendor representative certifies that neither he/she nor any member of his/her immediate family hold an interest of 10% or more in any business entity involved in the performance of this contract; or has contributed more than the amount specified in KRS121.056(2) to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The signee further swears under the penalty of perjury that neither he/she or the Company which he/she represents has knowingly violated any provisions of the campaign laws of the Commonwealth; and, that the award of a contract to him/her or the Company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts shall be governed under state laws. The rights and obligations of the parties shall be determined in accordance with the laws of the Commonwealth of Kentucky.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal to the owner any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor. The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

Awarded Contractor will be required to register with the Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139 and in compliance with House Bill 609, date May 21, 2008.

ANTI-KICK BACK

Contractor shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

ELIGIBILITY TO PARTICIPATE IN GOVERNMENTAL PROGRAMS CERTIFICATION

Vendor's signature on this contract certifies that the vendor, and where applicable subcontract vendor, or any person performing services under this agreement (i) is not now nor have ever been excluded, suspended, debarred or otherwise deemed ineligible to participate in governmental healthcare, procurement, or other programs; (ii) is not now nor have ever been charged with or been convicted of a criminal offense related to the provision of government healthcare, procurement, or other programs and have not been reinstated in such programs after a period of exclusion, suspension, debarment, or ineligibility. If the vendor, and where applicable subcontract vendor, or any person performing services under this agreement becomes ineligible for participation in such governmental

programs in the future, vendor will have a process in place such that subcontract vendor(s) and any person performing services under this agreement will promptly notify the vendor of such ineligibility. The vendor will notify the University buyer of record within seventy-two (72) hours of the vendor becoming aware of the governmental ineligibility of the vendor, any subcontract vendor, or any person performing services under this agreement.

INSURANCE

Insurance Requirements for Standard Contracts

Before the Contractor becomes entitled to any rights under this contract and prior to taking any action under this contract, Contractor shall have a Certificate of Insurance for Contractor's in-force insurance issued to the University for the following policies and limits.

MINIMUM COVERAGE AMOUNT

<i>Type of Insurance</i>	<i>Minimum Limits of Liability</i>
<i>Commercial General Liability*</i> Including: Completed Products Personal and Advertising Injury <i>Products/Completed Operations</i>	\$1,000,000.00 Each Occurrence \$2,000,000.00 General Aggregate
Auto Liability* (all owned, hired and non-owned vehicles)	\$1,000,000.00 Combined Single Limit (Bodily Injury, Property Damage)
<i>Workers Compensation</i>	Statutory Limits -- Kentucky and the state(s) of domicile of the Contractor and any subcontractors(s). The all state and voluntary compensation endorsement is to be attached to the policy.
<i>Employers Liability</i>	\$1,000,000.00 (each employee, each accident and policy limit)

*Occurrence coverage is required. Claims-made coverage is not acceptable.

These policies (except Workers' Compensation) shall name the University, its trustees, officers, employees and agents as Additional Insured and shall contain a covenant requiring no less than thirty (30) days written notice to the University before cancellation, reduction or other modification of coverages.

These policies shall be primary and noncontributing with any insurance carried by the University and shall contain a severability of interests clause in respect to cross liability, protecting each Additional Insured as through a separate policy had been issued to each. Certificate of the above policies shall be furnished, to the University, at least thirty (30) days prior to the commencement of services provided under this Contract.

All Certificates of Insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If Contractor's policy has deductibles, self-insured retentions or co-insurance penalties, then all such costs shall be solely borne by Contractor and not by the University. The University will not share in any policy deductibles.

It is hereby agreed that in event of a claim arising under this policy, the company will not deny liability by reason of the Additional Insured being a state, county, municipal corporation or governmental agency.

The limits listed above may be accomplished through a combination of primary and excess/umbrella liability policies written on a "follow form" basis or forms no more restrictive than the primary policies.

SUPPLIER CODE OF CONDUCT

The University of Louisville is committed to conducting its contract administration and procurement business in an ethical, legal and socially responsible manner. The University expects its suppliers to share in this commitment and, therefore, has established a **Supplier Code of Conduct**. Vendors should review this Code of Conduct prior to submission of bid. Submission of Bid/Proposal and signature on this document indicates vendor's acceptance to this policy.

Supplier Code of Conduct: <https://louisville.edu/policies/policies-and-procedures/pageholder/pol-supplier-code-of-conduct>

CONDUCT OF EMPLOYEES

It is understood that the possession of weapons and/or consumption of alcohol or drugs on the job by any personnel, Contractor or otherwise, is strictly prohibited. Any person having possession of same and/or under the influence of alcohol or drugs, while on the premises at any time, shall be removed from the site at the direction of the Contractor and shall be subject to automatic dismissal by the Contractor.

Contractor must maintain the work environment free of discrimination, verbal and sexual harassment keeping in compliance with any and all Affirmative Action Plans. No contractor or subcontractor employee shall fraternize, use abusive language, make either verbal or suggestive overtures to or with the students, staff and general public at or near the facility or job site. Job conduct and responsibilities shall be discussed regularly at sub-contractor meetings.

PAYMENT OF INVOICES

The vendor shall be paid, upon the submission of proper invoices, to the "Billing Address" shown on the purchase order, at the prices stipulated for services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

The University reserves the right to make payment for orders via the University credit card program which is Visa.

CONFLICT OF INTEREST

Firms are required to disclose any potential conflict of interest. If the owner of the firm is related to a University of Louisville employee, that relationship must be disclosed in writing and made a part of the contract. Definition of Related Person: Related person to a University employee means a spouse or dependent child of such employee. The term extends to other individuals sharing the same household as well as siblings, parents and non-dependent children (including step and in-law variations of those relationships) in circumstances where the University employee has actual knowledge that such relative is likely to or will benefit from a particular University transaction.

PARKING

Vendors that have entered into a contract and/or agreement with the University of Louisville for sales or service may purchase a Vendor Parking Permit at the established fee. Location of parking will be designated at time of the permit purchase. Service providers on Belknap Campus can park at any designated service vehicle space and may also park in BLUE and GREEN permit designated areas. On the Health Sciences Center, parking may be available in the parking structures upon request. A deposit is required to obtain an access card to these areas. Vendors parking on University property without permits shall be subject to ticketing, booting or impoundment.

Fee schedule as of 10-1-12

Annual Rate:	\$436.00
Monthly Rate:	\$ 40.00
Weekly:	\$ 10.00

Daily permits may be purchased on-line at www.louisville.edu/parking

NON-APPROPRIATION CLAUSE

The University may cancel the contract with 60 days written notice at the end of any fiscal year if funds are not appropriated to maintain the services for which the equipment was acquired.

FORCE MAJEURE

Neither Buyer nor Contractor shall be held responsible for delay or default caused by fire, riot, act of nature, terrorist acts, or other acts of political sabotage, or was where such cause was beyond, respectively Buyer's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such as cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract.

CLEAN-UP

It shall be the duty of the contractor to keep the job policed and clean at all times. Rubbish and trash shall be cleaned out and removed daily and the premises kept in condition satisfactory to the Owner or the Owner's appointed representative.

SMOKE FREE BUILDINGS

All University of Louisville buildings and grounds are smoke free. Contractors shall take this into consideration when assigning personnel.

**STATEMENT OF SERVICES FOR
Unity™ Lab Services Asset & Service Management Solution, DBA Unity Lab
Services**

This Statement of Services (“SOS”) made as of March 1, 2013 is between Unity Lab Services/Thermo Asset Management Services, Inc., a Delaware corporation (“Unity Lab Services/Thermo Asset Management Services”) and University of Louisville, (“Client”), and provides for services as outlined below.

This Agreement shall remain in effect for a period of sixteen (16) months, commencing on March 1, 2013 the Effective Date and expiring on June 30, 2014 (the “Term”). Additional years/terms will be negotiated 90 days prior to expiration.

INTRODUCTION

Unity Lab Services/Thermo Asset Management Services possesses expertise with respect to asset and service management. This Agreement sets forth the terms and conditions pursuant to which Unity Lab Services/Thermo Asset Management Services will perform, and Client will purchase, services. The Parties agree as follows:

1. GENERAL PROVISIONS

1.1. *Definitions*

(a) Capitalized terms not otherwise defined in this Agreement have the meanings set forth in this Subsection.

(b) “Agreement” is this **Statement of Services**, including all schedules, exhibits, and attachments referenced in this Agreement and any reference in this Agreement to a Section, Article, Schedule, or Exhibit is to a Section, Article, Schedule, or Exhibit of this Agreement.

(c) “Applicable Laws” are the federal, state, and local laws, rules, and regulations that relate to the conduct of the Parties’ businesses and their performance of their respective obligations under this Agreement.

(d) Asset Coverage Report as attached hereto in Exhibit 1 is a report prepared by Unity Lab Services/Thermo Asset Management Services describing all of the Client’s assets that are currently subject to this Agreement. The assets subject to this Agreement will change as Client requests additions, deletions and changes. Service entitlements and service method for each asset are defined in this report.

(e) “Authorized Representatives” are a Party’s officers, directors, employees, agents, consultants, counsel, and advisors that the Party authorizes to act in its place and on its behalf under this Agreement.

(f) “Billable Event” is a service event request by Client for an asset that is not entitled to that service under the Unity™ program or for an asset which is not on the Unity™ program. If the asset is not active on the Unity™ program, the asset will incur an annual \$150 fee to be eligible for “billable events” service. Unity Lab Services/Thermo Asset Management Services will provide service as requested by Client and invoice Client for such services. At time of service, vendor charges plus a 20% markup per service event will be invoiced to Client. Client must provide Unity Lab Services/Thermo Asset Management Services with a Purchase Order in advance in order for any billable events to be dispatched.

(g) “Business Day” is any day other than a Saturday, Sunday, or Unity Lab Services/Thermo Asset Management Services observed holiday.

(h) “Corrective Maintenance” (CM) is the service performed on Scheduled Equipment as a result of failures arising from normal operation. Unity Lab Services/Thermo Asset Management Services will provide service under this agreement based on the individual asset entitlements listed in Exhibit 1: Asset Coverage Report.

(i) “Coverage Hours” Unity Lab Services/Thermo Asset Management Services’s Call Center hours are Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Standard Time, excluding Unity Lab Services/Thermo Asset Management Services observed holidays, unless otherwise noted.

(j) “Dispute” is any, controversy, or claim between the Parties arising out of or under this Agreement or its performance.

(k) “Preventative Maintenance” (PM) is the scheduled service performed, in accordance with usual and customary industry standards for the same or similar equipment, to ensure that the Scheduled Equipment operates properly and reliably. Preventative Maintenance does not include items such as electrical safety checks, routine cleanings, and quality assurance checks performed outside of scheduled Preventative Maintenance. Preventative Maintenance service will be performed on assets identified as being entitled to PM Service on the Exhibit 1: Asset Coverage Report.

(l) “Unity™ Program” is the associated equipment and corresponding asset management services for Scheduled Equipment and may include the following entitlements as listed on the Exhibit 1: Asset Coverage Report: Corrective Maintenance and Preventative Maintenance, calibrations, and qualifications, as well as administrative requests for quotations to add Scheduled Equipment, delete Scheduled Equipment, or

change the status of Scheduled Equipment. Unity Lab Services/Thermo Asset Management Services will provide service under this Agreement based on the individual asset entitlements listed on the Exhibit 1: Asset Coverage Report. Any additional services to be provided, such as relocation services, will be reflected on an additional Exhibit attached hereto.

(m) “Relationship Manager” is a Party’s representative who is the main point of contact for business issues relating to, arising out of, or in connection with this Agreement. A Relationship Manager has no authority to waive or settle any disputes, unless the Relationship Manager is an Authorized Representative for the specific dispute.

(n) “Scheduled Equipment” is the equipment covered under the Unity™ program as reflected in the Exhibit 1: Asset Coverage Report

(o) “Services” are the Unity™ program maintenance management services, as reflected in the Exhibit 1: Asset Coverage Report and include in this Agreement.

(p) “Service Level Agreement Failure” is Unity Lab Services/Thermo Asset Management Services’ failure to meet any Service Level Agreement Measure.

(q) “Service Level Agreement” are the agreed upon performance standards and commitments that Unity Lab Services/Thermo Asset Management Services must provide under this Agreement. Service Level Agreement Measures are listed in Schedule 3.2 attached hereto.

(r) “Service Location” is the facility where Unity Lab Services/Thermo Asset Management Services will perform the Services for the Scheduled Equipment.

(s) “Start Date” for each unit of Scheduled Equipment, is the date that Client places that asset on the Unity™ program.

(t) “Vendors” are parties who perform Corrective Maintenance and Preventative Maintenance on the Scheduled Equipment on Client’s behalf.

2. SERVICES

2.1. Customer Service

(a) Unity Lab Services/Thermo Asset Management Services will provide a single focal point for all asset service requests. Unity Lab Services/Thermo Asset Management Services will maintain a sufficiently trained and qualified customer service department to respond to general inquiries and provide readily available support. On Business Days Unity Lab Services/Thermo Asset Management Services’ customer

service representatives will answer incoming calls from 8 AM until 8 PM (EST time). If the customer service representative cannot answer the inquiry at the time of the call, Unity Lab Services/Thermo Asset Management Services will provide a response to the inquiry no later than one hour from the time of the initial call.

(b) Service requests may be submitted after-hours from 8:00 p.m. to 8:00 a. m. Eastern Standard Time by leaving a voicemail message with the Call Center or through the Unity Lab Services/Thermo Asset Management Services Resource Center.

(c) Unity Lab Services/Thermo Asset Management Services will accept all calls from asset owners, capture the date & time of the service request, dispatch the service provider, follow the work order to closure, and escalate, if necessary.

(d) Client end users submitting service requests via the Call Center will be provided with an option to receive Tech Support if the asset can be supported in such a manner.

2.2. *Equipment Inventory Administration.* Unity Lab Services/Thermo Asset Management Services will maintain an inventory of Scheduled Equipment and will modify it as changes occur throughout the Agreement Period. The inventory includes information such as the Scheduled Equipment location, manufacturer name, model number, and serial number. Client will provide any information or documentation requested by Unity Lab Services/Thermo Asset Management Services as well as allow Unity Lab Services/Thermo Asset Management Services with access to Scheduled Equipment as needed for the purposes of effectively maintaining this inventory.

2.3. *Quality Review Services.* Unity Lab Services/Thermo Asset Management Services will analyze maintenance bills. This analysis will focus on the accuracy, completeness, and appropriateness of the maintenance bills in order to control costs.

2.4. *Maintenance Reporting.* Unity Lab Services/Thermo Asset Management Services will report maintenance activities on the Scheduled Equipment to Client.

2.5. *Payments.* Unity Lab Services/Thermo Asset Management Services shall pay Client or Vendors the costs associated with Preventative and Corrective Maintenance for the Scheduled Equipment. Unity Lab Services/Thermo Asset Management Services will make all payments for reimbursement for submitted repairs performed by a Vendor directly to the Vendor that performed the Service.

2.6. *Unity Lab Services/Thermo Asset Management Services Resource Center*

(a) User Accounts. Unity Lab Services/Thermo Asset Management Services will provide named user accounts for Client access to the Resource Center, an interactive, web-based asset and service management tool as identified by Client. Named user accounts are for read access to Client specific information. User account also enables Client ability to open service requests on-line.

(b) Training will be provided on request with scheduling considerations to Unity Lab Services/Thermo Asset Management Services by Client. Client shall receive training and access to the Resource Center for submitting service requests, reviewing status of work orders and pending invoices, as well as monitoring the overall Unity™ program solution.

2.7. *Scheduled Equipment Changes*

(a) Equipment Additions: At Client's request, Unity Lab Services/Thermo Asset Management Services will add equipment to the Unity™ program for an additional cost agreed to by the Parties. To add assets, an Asset Profile Form needs to be completed and submitted to Client's Site Management Resource

(i) Within 3 days of receipt of the authorized (Client signed) request, by Unity Lab Services/Thermo Asset Management Services's Operations center, additions will be processed and effective immediately.

(ii) Asset additions will be priced at prevailing rates.

(iii) Client must be current on all contractual payments due to Unity Lab Services/Thermo Asset Management Services under this Agreement. Delinquent payments, not received in less than sixty (60) days from invoice date, will prohibit any new asset from being included on solution until payment is received.

(b) Equipment Deletions: If Client removes a unit of Scheduled Equipment from service, Client may delete the unit from the Unity™ program. Unity Lab Services/Thermo Asset Management Services will credit or return to Client a portion of the fees paid under this Agreement for the removed Scheduled Equipment. Service costs, if any, incurred against the asset will be reviewed and additional charges will be invoiced or a credit will be issued based on total service cost vs. net solution price. Specifically, any preventative maintenance events (PMs, Calibrations, OQs, PQs, Validation, Certifications) incurred on such assets will be invoiced and charged in full upon deletion of the asset. If Client desires to delete Scheduled Equipment for any other reason, Unity Lab Services/Thermo Asset Management Services is not obligated to return or credit any portion of the cost for the removed unit.

(i) Client will authorize and forward to Unity Lab Services/Thermo Asset Management Services requests for deletions. Any additional service invoices received after the deletion date will not be paid by Unity Lab Services/Thermo Asset Management Services unless agreed upon prior to the deletion.

(c) Asset Volume and Mix Requirements. Unity Lab Services/Thermo Asset Management Services's pricing for the Unity™ program is based on the total asset volume and mix utilizing mean-time-between-failure statistics and average repair costs based on product, manufacturer, model and age. If Client deletions

or additions substantially change the volume and mix, Unity Lab Services/Thermo Asset Management Services reserves the right to reassess and increase or decrease pricing accordingly. If a change in asset mix requires increased pricing, Unity Lab Services/Thermo Asset Management Services will provide the assessment to Client who will have thirty (30) days to accept or reject. If Client rejects new pricing, Unity Lab Services/Thermo Asset Management Services and Client will meet within one week to discuss and agree upon a mutually agreeable solution. While not absolute, substantial volume and mix changes for purposes of this clause are +/- 10% of price, number of assets or average asset repair costs.

(d) Excluding Scheduled Equipment. Client will exclude Scheduled Equipment from this Agreement when maintenance activities are no longer cost effective in preventing or resolving problems, such as when maintenance costs are significantly higher than costs on similar equipment or where replacement parts are no longer available at a reasonable price due to factors such as equipment age, condition or obsolescence. Unity Lab Services/Thermo Asset Management Services shall give a minimum of sixty days (60) prior written notice when it intends to exclude Scheduled Equipment and shall furnish documentation that supports its position.

(e) Non-Monetary Changes to Assets. To change an asset's department, expense center, owner, or location within the Unity™ program, an email request should be submitted to Client's Site management resource specifying the reason for the change with the effective date. Non-monetary changes will be processed monthly and will be effective on a recurring monthly processing date. Back-dating requests for expense center, department or location changes cannot be accommodated.

2.8. *Equipment Status:* To the Client's knowledge and belief, as of the Effective Date or on the Effective Date, all Scheduled Equipment is in good working order, is current with respect to Preventative Maintenance in accordance with manufacturer recommendations, and is not in need of repair. If this is not the case, Client has the responsibility to have Preventative and Corrective Maintenance performed to bring the Scheduled Equipment into good and current working order at Client's expense. If Client does not perform or have performed the necessary Preventative and Corrective Maintenance, Unity Lab Services/Thermo Asset Management Services has the option to exclude that unit of Scheduled Equipment from coverage under the Unity™ program.

2.9. *Service Contracts:* If Unity Lab Services/Thermo Asset Management Services determines that any Scheduled Equipment would be more cost-effectively maintained and serviced pursuant to a service contract, Unity Lab Services/Thermo Asset Management Services may require Client to enter into a service contract. If client approves recommendation then Unity Lab Services/Thermo Asset Management Services will charge Client a 7% administration fee for any service contract procured on Client's behalf under this Agreement. If client refuses, both parties will look at alternative

methods or asset will be removed from program. Furthermore, pass through service contracts are not covered under the pricing guarantees otherwise established for the Unity™ program. Any price increases imposed by the vendor on service contracts will be transferred to Client with the prevailing administration fee concurrent with the effective pricing date established by the vendor.

3. INVOICES, PAYMENT TERMS, AND INVOICE DISPUTES

3.1. *Invoices*

(a) Format. Unity Lab Services/Thermo Asset Management Services will invoice Client monthly in arrears. Unity Lab Services/Thermo Asset Management Services will include the following reports to Client to support invoice amounts:

(i) Asset Coverage Invoice Detail Report- Lists all information about each asset included in the Agreement, including status, asset number, effective date, expiration date, manufacturer model #, serial #, primary service vendor and location.

(ii) Billable Event Report - Based upon the date of the report generated by Unity Lab Services/Thermo Asset Management Services, a list of all service events (maintenance, etc) billed to Client and includes service provider's invoice number, Client's cost center, and the reason the event is considered billable.

(b) Custom Reports - Client may request additional reports. A price quotation will be issued based upon the evaluated and feasibility of the request.

3.2. *Payment Terms/Invoice Disputes*

(a) Payment Terms. Except as provided below, Client will pay Unity Lab Services/Thermo Asset Management Services upon receipt of the invoice date as such amounts are invoiced in arrears.

(b) Invoice Disputes. If Client disputes Unity Lab Services/Thermo Asset Management Services's invoice, the Parties' Authorized Representatives will meet by telephone or in person to discuss the Dispute and work to resolve it. Once the Parties resolve the Dispute, Client will remit any amounts it owes to Unity Lab Services/Thermo Asset Management Services within ten Business Days. An invoice Dispute does not relieve Unity Lab Services/Thermo Asset Management Services of its performance obligations under this Agreement.

3.3. *Taxes*

(a) Unity Lab Services/Thermo Asset Management Services's Responsibilities. Unity Lab Services/Thermo Asset Management Services is responsible for billing and remitting applicable sales, use, transfer, value-added, goods and services, services, consumption, and other taxes and duties ("Taxes"), including any excise taxes imposed on it in the conduct of its own business, on the goods or services used or consumed by Unity Lab Services/Thermo Asset Management Services in providing the Services. Upon request, Unity Lab Services/Thermo Asset Management Services shall provide documentation to support its calculations of the Taxes it is collecting from Client (if any). If customer provides Unity Lab Services/Thermo Asset Management Services with valid exemption certificate or direct pay permit, Unity Lab Services/Thermo Asset Management Services will not invoice sales tax.

4. FEES:

4.1. *Estimate Fees Based on Current Unity™ Program:*

First Statement of Services Year dates: March 1, 2013 to June 30, 2014
Annualized First Statement of Services Year Cost/Maintenance Budget will be shown in Asset Coverage Reports. Unity Lab Services/Thermo Asset Management Services will arrange billing to individual departments.

4.2. *Fee Adjustment:*

(a) Effective with each anniversary date, Unity Lab Services/Thermo Asset Management Services may negotiate the Agreement year cost up to a maximum of 7.5% annually. This will be mutually agreed to by both parties.

5. SERVICE LEVEL AGREEMENT

5.1. *Service Level Agreement Schedule 3.2* contains the agreed upon Service Level Measures that Unity Lab Services/Thermo Asset Management Services must meet under this Agreement.

5.2. *Performance Management Criteria Failures*

(a) Monitoring. Unity Lab Services/Thermo Asset Management Services shall monitor all Service Level Agreement Measures in a manner sufficient to detect potential Service Level Agreement Failures. Unity Lab Services/Thermo Asset Management Services shall take appropriate preventative measures and work diligently to reduce the potential for the Service Level Agreement Measure Failure to occur.

(b) Investigation. If a Service Level Agreement Failure occurs, Unity Lab Services/Thermo Asset Management Services must diligently investigate its cause. Within three (3) Business Days, after discovering the Service Level Agreement failure, Unity Lab Services/Thermo Asset Management Services must advise the Client's Relationship Manager regarding (i) Unity Lab Services/Thermo Asset Management

Services's investigation; (ii) its proposal for an issue resolution plan to resolve the Service Level Agreement Failure; and (iii) the status of its remedial efforts to date, if any.

(c) Issue Resolution Plan. Unity Lab Services/Thermo Asset Management Services shall develop an issue resolution plan within three (3) Business Days after the Service Level Agreement Failure occurred that describes its plan to correct the issue including a time line for implementing the plan. If Client does not agree that the issue resolution plan is feasible or suitable under the circumstances, the Parties shall meet within two (2) Business Days, from the date Unity Lab Services/Thermo Asset Management Services provides it issue resolution plan to Client, to modify the issue resolution plan so that it is mutually acceptable.

6. CLIENT'S OBLIGATIONS

6.1. New Vendors. Pricing for this agreement is established based on Unity Lab Services/Thermo Asset Management Services's determination and assignment of appropriate service provider which may be Unity Lab Services/Thermo Asset Management Services service engineers or 3rd party service providers. If Client requests a different service provider for any asset whose charges are substantially higher than the charges prevailing at the Effective Date, the Parties will review those costs to consider whether to recalculate charges to reflect the incremental increase in the new Vendor's charge.

6.2. Direct Agreements. Client will grant authority to Unity Lab Services/Thermo Asset Management Services, pursuant to the scope of this Agreement, to negotiate directly with Vendors on behalf of Client, if Unity Lab Services/Thermo Asset Management Services deems those negotiations as necessary. Upon request by Unity Lab Services/Thermo Asset Management Services, Client shall cooperate and assist Unity Lab Services/Thermo Asset Management Services in any necessary negotiations.

6.3. Operating Scheduled Equipment. Client will operate the Scheduled Equipment in accordance with the operator manuals for the Scheduled Equipment and use reasonable care in authorizing repairs or approving payment of Vendor invoices as well as follow preventative maintenance practices consistent with usual and customary industry standards for the same or similar equipment. Client will maintain proper environment, temperature, humidity, and power quality for all subject Scheduled Equipment in accordance with the manufacturers' recommendations.

6.4. Cooperation. Client will cooperate with Unity Lab Services/Thermo Asset Management Services in the exercise of all legal remedies and rights of recovery against any party responsible for damage to the Scheduled Equipment or improper repair or installation that increased costs of repair or maintenance.

7. TERMINATION

7.1. *Failure to Provide Data:* If Client fails to provide necessary information, invoices, maintenance records or any other material facts called for under this Agreement, Unity Lab Services/Thermo Asset Management Services shall furnish thirty (30) days prior written notice to Client itemizing the failure of performance by Client and if such failures are not reasonably corrected by the Client within thirty (30) days from the date of notice, this Agreement shall terminate and cancellation charges described in line 7.3 below, "Cancellation Charges", shall apply.

7.2. *No Fault Cancellation:* Either party may cancel this Agreement with or without cause, upon ninety (90) days prior written notice of intent to cancel. Cancellation by either party after commencement of an Agreement year is subject to cancellation charges described in line 7.3 below and this Agreement shall terminate.

7.3. *Cancellation Charges:* Other than is provided in line 7.2 above, cancellation charges as follows shall apply to either party as referenced in line 7.2, No Fault Cancellation or upon Unity Lab Services/Thermo Asset Management Services's termination of the Agreement for "Deficiencies by Client": Cancellation at the beginning of any agreement year subsequent to the "First Agreement Year" 20% of the corresponding agreement year costs. Cancellation due to deficiencies by Client (line 7.1 and line 7.2) 30% of current year agreement cost.

7.4. *Liquidated Damages:* It is expressly agreed by the parties hereto that damages in the event of cancellations are difficult, if not impossible, to determine and therefore the schedule of cancellation charges, herein provided, are agreed upon "liquidated damages" and not a penalty. Such schedule of charges are the best estimate by both parties of damages to be suffered in the event of a cancellation and shall be construed as fully negotiated liquidated damages.

8. TERMS

8.1. *Warranty; Limitation of Liability:* UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS AND BUSINESS INTERRUPTION ARISING OUT OF THE USE OR INABILITY TO USE PRODUCTS

OR SERVICES SOLD HEREUNDER. IN NO EVENT WILL UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES'S AGGREGATE LIABILITY EXCEED THE TOTAL NET VALUE PAID TO UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD (AND IN THE FIRST YEAR OF THE AGREEMENT ANTICIPATED TOTAL NET VALUE PAYABLE TO UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES OVER THE FIRST YEAR). FOR PURPOSES OF THE PRECEDING SENTENCE "TOTAL NET VALUE" SHALL MEAN THE TOTAL AMOUNTS PAID TO UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES BY CLIENT LESS THE AMOUNTS PAID FOR OR ON BEHALF OF THE CLIENT TO THIRD PARTIES FOR THE PURPOSE OF UNITY LAB SERVICES/THERMO ASSET MANAGEMENT SERVICES PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

8.2. *Insurance*

(a) Client retains the responsibility for the maintenance of insurance certificates for service providers performing direct service on assets included in the Statement of Services.

(b) Unity Lab Services/Thermo Asset Management Services maintains insurance policies which have the following minimum limits and coverage: Comprehensive general liability insurance for a limit of \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate, (b) statutory workers' compensation and employer's liability insurance. Copies of certificates of insurance evidencing the specified coverage are available upon request.

8.3. *General.*

(a) Unity Lab Services/Thermo Asset Management Services agrees not to knowingly disclose any information or data obtained pursuant to the performance of this Agreement when such information or data is clearly identified as proprietary.

(b) HIPAA: Unity Lab Services/Thermo Asset Management Services is neither a "Covered Entity" nor a "Business Associate" under HIPAA and will at the request of a participating Member execute an Ethics Statement for purposes of HIPAA compliance.

(c) Unity Lab Services/Thermo Asset Management Services reserves the right to determine the assignment of its employees in the performance of this Agreement.

(d) Neither party shall assign this Agreement without prior consent of both parties.

(e) Unity Lab Services/Thermo Asset Management Services is not obligated to refund prior period's asset's Unity™ program charges due to an inaccurate inventory list.

(f) This Agreement shall be governed by the internal laws of the State of Delaware. Client consents to venue and jurisdiction over any action related to this Agreement in the United States District Court for Delaware.

(g) Any provision(s) of this Agreement which in any way contravenes the law of any state or country in which this Agreement is effective shall to the extent of such contravention of law, be deemed separable and shall not affect any other provision or the validity of this Agreement.

8.4. *Notices.* Any and all notices, requests, demands or other communications which relate to the other party's failure to perform or which otherwise affect either party's rights under this Agreement shall be deemed properly given when furnished by receipted hand-delivery to the other party, deposited with an express courier, or deposited with the postal service (postage prepaid, certified mail, return receipt requested). Except in situations involving hand-delivery, the sender shall address all notices, requests, demands or other communications to the following recipients. Unity Lab Services/Thermo Asset Management Services, Inc., 120 Bishops Way, Brookfield, Wisconsin, Attention: General Counsel; with a copy to: Unity Lab Services/Thermo Asset Management Services, Inc., 81 Wyman Street, Waltham, Massachusetts 02454, Attention: General Counsel.

9. RELATIONSHIP MANAGERS, MEETINGS, AND REPORTS

9.1. *Relationship Managers/Meetings*

(a) Designations. Each Party will designate a Relationship Manager. The Relationship Managers are responsible for communications between the Parties about the relationship. Each Party will consult with the other before appointing a new Relationship Manager.

(b) Meetings. During the Agreement Period, the Parties will meet at least quarterly at a mutually agreeable time and place or by telephone to review and discuss, in good faith, the Parties' performance as well as issues or concerns arising under this Agreement. The Relationship Managers may invite other members of their organizations to participate in these meetings from time to time.

9.2. *Reporting*

(a) Business Review. The Business Review report will provide data on Unity Lab Services/Thermo Asset Management Services's performance in the quarter just ended as well as comparisons to previous quarters' performance within 45 Business Days after quarter end. The report will include agreed upon trending and statistical analysis as documented in Schedule 3.2

(b) Request for Reports. Client may submit written requests for additional or different reports from time to time. Upon receiving a request from Client, Unity Lab Services/Thermo Asset Management Services will evaluate the request to determine whether it can provide the report and provide an estimate regarding the time and effort required to produce the report. If Unity Lab Services/Thermo Asset Management Services can provide the report, Unity Lab Services/Thermo Asset Management Services will promptly advise the Client of the fee, if any, and will make the report available as soon as reasonably practicable, but in no event later than thirty days after notifying the Client that Unity Lab Services/Thermo Asset Management Services can provide the report.

10. EXCLUDED ITEMS

(a) Any loss of use, damage, or destruction due to a Force Majeure Event which may include but not limited to: Repair costs, including parts, labor and travel, caused by fire, lightning, water, windstorm, hail, earthquake, or other acts of God, or by explosion, smoke, aircraft, motor vehicle, building collapse, inadequate structural supports, strike, riot, acts of terrorism, vandalism, theft, war, or any repair costs caused by perils for which coverage is available in fire, business interruption and consequential damage, boiler and machinery, property damage, or liability insurance policies.

(b) Any duplication of Unity™ program reimbursement resulting from property insurance, warranty or service contracts, or any other source.

(c) Costs for installation, removal, loading, unloading, relocation or transporting Scheduled Equipment, or repairs or damage resulting from installation, removal, loading, unloading, relocation, or transporting of Scheduled Equipment.

(d) Any defect or fault in material, workmanship, or design of any Scheduled Equipment known to Client as of the Effective Date (or any later date when the particular item of Scheduled Equipment is added to the Equipment Schedule) that is not disclosed to Unity Lab Services/Thermo Asset Management Services.

(e) Modifications to Scheduled Equipment including upgrades, updates, overhauls, complete or partial refurbishment, replacement of worn out

assemblies, correction of manufacturer defect or design flaw, and costs due to obsolescence or to bring Scheduled Equipment up to current standards.

(f) Accessory equipment and consumable or disposable items, expendable parts, and auxiliary material such as: Software (including purchase, replacement or upgrade), imbedded software/firmware, computer peripheral equipment not addressed on the Scheduled Equipment list, heated nebulizer sources, turbo ion (ion spray) sources, operating media, deuterium lamps, batteries, pipettes, syringes, electrodes, print heads, prepared paper, centrifuge rotors, tubing, and tools. Consumable supplies, including but not limited to: cables, patient leads, batteries, magnetic tapes, glassware, bulbs, electrodes, paper, Klystron, pens, styli, fiber optics, x-ray film, etc..

(g) Costs resulting from governmental agency requirements, accreditation requirements, or manufacturer's recall.

(h) Repair costs including parts, labor, and travel, due to loss or damage of Scheduled Equipment caused by reckless or negligent operation or care of the Scheduled Equipment, or willful or intentional acts.

(i) Functions customarily and normally performed by Scheduled Equipment operator, including adjustments, cleaning, calibration, lubricating. The cost of compliance service, including but not limited to Scheduled Equipment validations, qualifications, and certifications, and replacement of consumable and expendable items unless otherwise included on the Asset Coverage Report.

(j) The cost of labor and travel associated with ineligible parts or service or other exceptions or exclusions.

(k) Drum units

(l) Unity Lab Services/Thermo Asset Management Services is not responsible for damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, 'electronic data' stored on serviced assets.

(m) High voltage transformers and secondary switching tanks, tetrodes, triodes, laser tubes, laser rods and lamps, laser bricks, linear accelerator wave guides, beam centerlines, sled assemblies and bending magnets, image intensifiers, digital detectors or receptors and direct or indirect flat panel detectors, gamma camera crystals and collimators, positioning lasers, x-ray tubes, and CT detectors not otherwise addressed on the Exhibit 1: Asset Coverage Report.

(n) Repair or replacement of MRI surface coils, magnet, magnet associated electronics, cryostat, shim coils, cold heads, shield cooler compressor, helium recirculator, damage caused by improper cryogen levels, transfilling, or failure to maintain field homogeneity.

CLIENT: University of Louisville

By (Signature): *Bobbi Carlton*

Bobbi Carlton
Name:

Title: *Buyer Senior*

Date: *3/14/13*

THERMO ASSET MANAGEMENT
SERVICES, INC:

By (Signature):

Mark Siem
Name: Mark Siem

Title: VP, North America

Date: 2/27/13

ATTACHMENTS:

- | | |
|--------------|---------------------------------|
| Schedule 3.1 | Unity™ Program Provisions |
| Schedule 3.2 | Service Level Agreement |
| Schedule 3.3 | Unity™ Program Responsibilities |
| Schedule 3.4 | Contact Information |
| Exhibit 1 | <u>Asset Coverage Report</u> |

Schedule 3.1

Unity™ Program Provisions

CORRECTIVE MAINTENANCE

Unity Lab Services/Thermo Asset Management Services will be responsible for the corrective maintenance services required to correct a failure that has occurred or is in the process of occurring, so that an asset can be used as originally intended. This activity may consist of repair, restoration, or replacement of components. Corrective maintenance includes parts, labor and travel, unless otherwise stated on the Exhibit 1: Asset Coverage Report

PREVENTATIVE MAINTENANCE & PREVENTATIVE MAINTENANCE SCHEDULING

(a) Unity Lab Services/Thermo Asset Management Services will be responsible for the routine, scheduled preventative maintenance (PM) to ensure qualified operation of an asset and to limit the probability of loss of functional performance, for assets entitled to such service as reflected on the Exhibit 1: Asset Coverage Report. To maintain optimum performance of the system, PM includes the replacement of wear use items (when applicable), labor and travel, unless otherwise stated on the Asset Coverage Report. Unity Lab Services/Thermo Asset Management Services will follow Unity Lab Services/Thermo Asset Management Services Standard Operation Procedures (SOPs), task lists or other documentation to provide control, standardization and meet GxP requirements. Unity Lab Services/Thermo Asset Management Services will establish the PM schedule based upon the historical and environmental information gathered from the Client. Other factors will be considered as mutually agreed upon.

(b) Unity Lab Services/Thermo Asset Management Services will identify the PM's due in the next 60 days, coordinate with the appropriate supplier to schedule and complete the PM(s) with the asset owner at a mutually convenient time.

(c) Preventative Maintenance kits are included when needed.

INSPECT & REPLACE PM METHODOLOGY

(a) Unity Lab Services/Thermo Asset Management Services will perform PM events via inspecting Client's asset and its respective parts, and replacing only those parts that have been worn or degraded.

(b) All high wear parts will be replaced on every PM. High wear parts include: Piston seals, Wash seal (if applicable),

(c) All major assemblies and moving parts will be inspected and any found to be worn will be replaced at the discretion of the engineer with feedback from the Client.

(d) Low wear parts are examined and cleaned. Low wear parts are replaced in the following situations:

(e) Plungers are cracked, scored or deposits are observed

(f) Check valves are plugged or demonstrate signs of significant salting

(g) Needle is bent or clogged

(h) Needle seat is scored or clogged

(i) Isolation seal is bent or scored

(j) Where available, instrument software will be utilized to determine need for part replacement. Replacement thresholds include:

(i) Detector lamp hours \geq 1600 hours = lamp replacement (excludes long-life lamps)

(ii) Auto sampler injections counts \geq 3,000 injections = replace needle, needle seat, rotor seal and stator

(iii) Pump solvent volume delivered \geq 25 L = replace gold seal and cap, and active inlet valve

(iv) Diagnostic testing will be conducted to objectively determine need for further part replacement. Post-PM testing includes:

(v) Flow check – flow delivered will be \pm 10% of setting

(vi) Pressure decay check – pressure decay will be $<$ 15% after 5 minutes

(k) When part replacement is requested by the customer and when engineer inspection, instrument data and diagnostic testing determine that it is not required, the part(s) will be replaced at an additional cost to the Client.

(l) The Field Service Report (FSR) will clearly indicate which parts were replaced and which parts were inspected and cleaned.

OEM EQUIVALENT PARTS

(a) OEM Equivalent Parts are parts sourced from alternative suppliers and used for the delivery of PM events.

(b) Unity Lab Services/Thermo Asset Management Services or supplier will use OEM Equivalent Parts for PM events as indicated in the Exhibit 1: Asset Coverage Report.

IN-HOUSE LABOR REIMBURSEMENT

(a) Unity Lab Services/Thermo Asset Management Services will reimburse Client for in-house labor for CM and PM on active assets at a rate of \$60 per hour.

(b) Requests for reimbursement will include: asset number, date of service, number of hours worked, problem/malfunction of equipment and summary of service performed. Associated parts reimbursement require invoice for parts purchased over \$100.

(c) To be eligible for reimbursement, Client' in-house engineering personnel are required to complete the CM or PM in its entirety.

(d) Client's in-house personnel will continue to perform maintenance service at the same level as prior entry into this Agreement.

(e) Parts may be new, used or refurbished and will meet the specifications of the asset and governmental regulations.

Schedule 3.2

Service Level Agreement

(a) Unity Lab Services/Thermo Asset Management Services will provide Client a comprehensive quarterly scorecard which includes the performance criteria outlined below and will share recommendations, and/or corrective actions for Unity Lab Services/Thermo Asset Management Services failure to meet performance criteria, on performance improvement with Client to enhance Unity™ program results.

(b) Service Level Agreement targets are based upon the current asset mix serviced in this Agreement. Unity Lab Services/Thermo Asset Management Services will work with Client to adjust target service levels should the asset mix change materially. Both parties will mutually agree to such changes in service level targets.

Service Level Measure	Definition	Service Level Agreement	
		Unity Lab Services/Thermo Asset Management Services	ISO / OEM Service
Response Time (Phone)	Response Time (Phone) measures the average time in hours between call open (service request date & time) and first client contact by service engineer (date & time) for all closed on-site corrective maintenance service calls.	80% ≤ 12 hours*	80% ≤ 12 hours*
Response Time (On-site)	Response Time (Onsite) measures the average time in hours between call open (service request date & time) and first on-site service engineer visit (date & time) for all closed on-site corrective maintenance service calls.	80% ≤ 28 hours*	80% ≤ 32 hours*
Elapsed Time To Repair (ETTR)	Elapsed Time To Repair (ETTR) is the total elapsed time required for a corrective maintenance event from Call Open / Service	80% ≤ 36 hours*	80% ≤ 40 hours*

	Request to Call Completed.		
Same Day Fix Rate (SDFR)	Same Day Fix Rate (SDFR) measures the number of CM events in which a service provider responded on-site and resolved the issue on the same day the call was opened / dispatched.	40%+ *	25%+*
PM Completion – On-time	% of scheduled PMs completed on or before the Target Date.	95% on time	95% on time
PM Completion - Cumulative	% of scheduled PMs completed during a specific time frame.	95% on time	95% on time

*Service level will be mutually agreed upon between Client and Unity Lab Services/Thermo Asset Management Services and is subject to change with change in equipment mix.

- For any vendor who has an event which falls outside of the Service Level Agreement Measure, the Site Management Resource will schedule a review meeting with that vendor to determine root cause and develop corrective action.

Assumptions:

- All hours are business hours as measured during an 8AM to 5PM work day.
- For any vendor who has an event which falls outside of the Performance Management Criteria, the Site Manager will schedule a review meeting with that vendor for to determine root cause and develop corrective actions within 30 days.

Schedule 3.3

Unity™ Program Responsibilities

- Client shall be responsible for the procurement, installation, and maintenance of all non-Unity Lab Services/Thermo Asset Management Services communication media including but not limited to telephone and communication equipment for the remote transmission of data. Charges for such equipment or media in connection with the performance of service under this Agreement shall be borne by Client.
- Client shall operate the asset in accordance with standard good operating practices and in accordance with manufacturers' recommendations, including performing routine inspections and adjustments. Equipment must be installed, operated and maintained in an environment adhering to manufacturers' recommendations. Installation requirements to include: temperature, humidity, electrical quality (power interruptions, surges, black out, brown outs), water quality, foot print for adequate ventilation, etc.
- During the term of this Agreement and for one (1) year from its termination, Client shall not, without the prior written consent of Unity Lab Services/Thermo Asset Management Services, recruit or hire any employee or consultant of Unity Lab Services/Thermo Asset Management Services who is or has been assigned to perform any services for the Client.
- Client is required to pay the entire annual charge for Service Contracts (see 2.9) any assets added even if the asset is removed from the Agreement. If Unity Lab Services/Thermo Asset Management Services can obtain a refund from the vendor, Unity Lab Services/Thermo Asset Management Services will pass that refund thru to Client.
- Unity Lab Services/Thermo Asset Management Services reserves the right to determine the assignment of its employees in the performance of this Agreement.
- Unity Lab Services/Thermo Asset Management Services is not obligated to refund prior period's asset's program charges due to an inaccurate inventory list.
- Client will forward any invoice received from third party vendor to Unity Lab Services/Thermo Asset Management Services within 90 days of receipt. Client will be responsible for the cost of such invoices not forwarded to Unity Lab Services/Thermo Asset Management Services within the 90 day window.

Schedule 3.4

Contact Information

Please send original signed documents along with Purchase Order¹ to the attention of Contract Management:

Thermo Asset Management Services, Inc.

A wholly owned subsidiary of Unity Lab Services/Thermo Asset Management Services, Inc.

120 Bishops Way, Suite 100

Brookfield, WI 53005-6214

Account Information

Federal Tax ID # 39-1127174

DUNS # 14-637-6467

Corporation – Delaware

Date Established – 1969

¹Purchase order must received by Unity Lab Services/Thermo Asset Management Services in order for Asset Management services to commence

Remit by check to:

Thermo Asset Management Services, Inc.

Scientific Instrument Division

PO Box 712224

Cincinnati, OH 45271-2224

Remit by ACH / EFT transfer to:

Bank of America

Account Number: 4426394998

Account Name: Thermo Asset Management Services, Inc.

Routing Number: 111000012