



CONTRACT DOCUMENTS FOR

22RFP058A-CJC

Laboratory Information Management System

For

Department of Public Works

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CONTRACT AGREEMENT

Consultant: **Ethosoft, Inc.**

Contract No.: **22RFP058A-CJC, Laboratory Information Management System**

Address: **6050 Peachtree Parkway, Suite 240 #249**
City, State **Norcross, GA 30092**

Telephone: **(800) 870-7014, ext. 117**
Email: **bmoss@ethosoft.com**

Contact: **Bill Moss**
President/CEO

This Agreement made and entered into effective the _____ day of May, 2026 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "**County**", and **Ethosoft, Inc.**, hereinafter referred to as "**Consultant**", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its Department of Public Works hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide a Laboratory Information Management System (LIMS) to include implementation and professional services hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;
- IV. Exhibit B: Special Condition;

- V. Exhibit C: Statement of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms;
- XI. Exhibit I: Ethosoft Cloud Services Agreement

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on May 17, 2023, BOC Item # 23-0348.

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to provide a Laboratory Information Management System (LIMS) to include implementation and professional services. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. STATEMENT OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Statement of Work.

ARTICLE 5. **DELIVERABLES**

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media of form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. **SERVICES PROVIDED BY COUNTY**

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Statement of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by the County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. **MODIFICATIONS**

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. **SCHEDULE OF WORK**

Consultant shall not proceed to furnish such services, and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

The contract will commence as of the date indicated in the Notice to Proceed (NTP) and shall continue until the Agreement is terminated as provided herein or Final Acceptance occurs pursuant to subsection (d) below, provided that Final Acceptance must occur within twenty-four (24) months of the date indicated in the NTP.

The services hereunder shall be provided by Consultant in accordance with the following schedule:

- a) Professional Services: Consultant is responsible for providing professional and implementation services.
- b) Training: Consultant is responsible for providing training services as specified in Exhibit C, Statement of Work. The Consultant shall conduct the training on the dates and at the locations that the parties agree upon. Training costs are included in the total approved contract amount.
- c) Hosting, maintenance and support: This is a new system and in accordance with County Purchasing Section §102-386, regarding intellectual property, the anticipated useful life of the intellectual property is a minimum of 10 years and, following successful implementation as indicated by Final Acceptance, the anticipated annual cost for maintenance and support agreement(s), service agreement(s) and licensing fee(s) in order to maintain the intellectual property over its useful life is as follows:

1 st Calendar Year following implementation	\$54,952.35
2 nd Calendar Year following implementation	\$59,898.06
3 rd Calendar Year following implementation	\$65,288.88
4 th Calendar Year following implementation	\$71,164.89

- d) Final Acceptance: The successful completion of all deliverables as stated in Exhibit C, Statement of Work in accordance with the deliverable acceptance process stated in Exhibit D, Project Deliverables:

The final delivered product fully implemented in the County’s live production environment, and;

The County has sixty (60) calendar days thereafter in which to accept or reject it in writing. If the County rejects it, County shall specify in writing its grounds for rejection and the Consultant shall use its best efforts to make the product conform to the requirements of this Contract as soon as possible and at no additional cost to the County. Consultant shall continue to use its best efforts to make the product conform to the requirements of this Contract until the County accepts the product or terminates this Contract upon written notice to Consultant.

ARTICLE 10. COMPENSATION

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the implementation of the Project, as indicated by Final Acceptance, shall not exceed \$117,105.00 (One Hundred Seventeen Thousand One Hundred Five Dollars and No Cents) which shall be full payment.

ARTICLE 11. PERSONNEL AND EQUIPMENT

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. SUSPENSION OF WORK

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will resume performance under this Agreement within thirty (30) days.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Statement of Work or to maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling there of, or fails to complete said work within such time, the County may exercise any remedy available under law or this Agreement. The failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination. However, notwithstanding the above, Consultant shall not be liable for delays that are not caused by or within the reasonable control of the Consultant.
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".

- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project. However, the Consultant shall have no liability for delays that are not caused by or within the control of the Consultant.
- (7) If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, the sums already paid to the Consultant are nonrefundable and the Consultant will be paid compensation for all services performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement. All the services required hereunder will be performed by Consultant or under the direct

supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services. None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such

notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii)

would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required

licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. SUBCONTRACTING

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. ASSIGNABILITY

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. ANTI-KICKBACK CLAUSE

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. AUDITS AND INSPECTORS

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof

shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. ACCOUNTING SYSTEM

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. VERBAL AGREEMENT

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Director
Department of Public Works
141 Pryor Street, SW, Suite
Atlanta, Georgia 30303
Telephone: (404) 612-2804
Email: david.clark@fultoncountyga.gov
Attention: David Clark

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

President & CEO
Ethosoft, Inc.
6050 Peachtree Parkway, Suite 240 #249
Norcross, GA 30092
Telephone: 800-870-7014 ext. 112
Email: bmoss@ethosoft.com
Attention: Bill Moss

ARTICLE 35. **JURISDICTION**

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such requests by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all

support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)

- a. Department Name
- b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be

necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

CONSULTANT:

ETHOSOFT, INC.

Bill Moss

Bill Moss
President & CEO

ATTEST:

Tonya R. Grier

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)



APPROVED AS TO FORM:

David Lowman

Office of the County Attorney

APPROVED AS TO CONTENT:

David Clark

David Clark, Director
Department of Public Works

ITEM#: <u>xxx</u>	RM: <u>xxx</u>	ITEM#: <u>23-0348</u>	2 ND RM: <u>05/17/23</u>
REGULAR MEETING		SECOND REGULAR MEETING	

ADDENDA



Date: October 20, 2022

Project Number: 22RFP058A-CJC

Project Title: Laboratory Information Management System

This Addendum forms a part of the contract documents and **modifies** the original RFP documents as noted below:

- Exhibit-1-Revised-Section 6-Contract Compliance Requirements to change the Work Category to Other Services and the Work Category Availability to 11.49% MBE and 2.62% FBE

ADDENDUM NO. 1

The undersigned Proposer acknowledges receipt of this Addendum by uploading this form with the Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 31th day of October, 2022.

Ethosoft, Inc.

Legal Name of Proposer

Bill Moss

Signature of Authorized Representative

President and CEO

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed in accordance with the executed Contract.
4. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County in accordance with Contract Article 20.
5. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
6. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
7. In case of material default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any direct damages subject to the Limitation of Liability as set forth in Article 46 above.

8. All proposals and bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
9. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

No Special Conditions were required for this Project

EXHIBIT C

STATEMENT OF WORK

STATEMENT OF WORK

The attached Statement of Work (“SOW”) provides all necessary work and tasks to be performed with a description of the project’s requirements, professional/implementation services to be provided, project deliverables and project schedule.



Laboratory Information Management System

**Fulton County Department of Public Works
Contract 22RFP058A-CJC**

**Exhibit C Scope of Work
Including Exhibit D Project Deliverables**

6050 Peachtree Parkway
Suite 240 #249
Norcross, Ga 30092

1-800-870-7014
www.ethosoft.com

ETH  SOFT



X-LIMS Project SOW and Payment Schedule

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X-LIMS Project SOW and Payment Schedule

A. Introduction

This Scope of Work (SOW) defines the scope of work to be accomplished by Ethosoft under the terms and conditions of the contract for the Laboratory Information Management System (LIMS) Project between the Fulton County Department of Public Works (referred to herein as “the County”) and Ethosoft, Inc. The tasks to be performed by Ethosoft are defined (see Section 4, Ethosoft Responsibilities) as are the activities to be performed by the County (see Section D, County Responsibilities). If major changes to this Scope of Work are identified they will be processed in accordance with the plan described in Section G, "Project Change Control Plan". The analysis and implementation of changes may result in modifications to the Estimated Schedule, additional charges to the County, or other terms of this Scope of Work.

The Scope of Work includes the following sections:

- B. Scope of Services
- C. Ethosoft Responsibilities
 - ✓ Deliverables
 - ✓ Completion Criteria
- D. County Responsibilities
- E. Items Ordered
- F. Payment Schedule
- G. Project Change Control Plan
- H. Escalation Procedures



X-LIMS Project SOW and Payment Schedule

B. Scope of Services

The scope of the project is to establish a fully functional LIMS system that will be implemented in the laboratory to provide a comprehensive solution that will meet the requirements of the County. This system will be used by the County's laboratory technicians and managers to perform sample analysis, verification, track lab supplies and provide reporting.

B.1. Phased Approach

A detail description of Ethosoft's 7- phased implementation process is outlined below:

Phase I: Project Organization -- The first phase is to get the project organized. During this phase the project scope is reviewed with the County's project manager and there is a project kick off meeting to spell out roles, responsibilities, and lines of communication during the project. Weekly Status meetings are scheduled during this phase. A high-level schedule is prepared at the end of this phase.

Phase II: Project Requirements/ Data Gathering -- Once the project organization is complete, Ethosoft conducts a project data gathering phase. Ethosoft's implementation specialist will spend 4 days on-site to gather information and to understand the customer's processes, workflows, customizations requirements, instrument integration, reports, and integration with any external software programs. The County should be prepared to have staff available to meet with the implementation specialist and answer any questions that are asked.

Phase III: Requirements Analysis -- After gathering the data, Ethosoft will review and document the information gathered in phase II and devise the strategy to configure X-LIMS to meet the County's needs.

Phase IV: System Configuration -- In this phase, Ethosoft will configure the data for the County to ease implementation. Ethosoft differs from other LIMS vendors in this respect by actually performing the initial configuration of data for the customer according to the data gathered in Phase II. Our philosophy is to provide the customer with a 95% out of the box ready solution after configuration where the customer will be trained on an X-LIMS system that contains their workflows, tests, limits, and sample locations.

In addition, the reports and data imports/exports and custom code constructs are configured for the system during this phase. The configuration will be reviewed by setting up a secure web site on Ethosoft's server that only the County can access remotely via the internet. Once the data is configured, Ethosoft conducts several interactive web sessions (schedule to be determined by the County's workload) with the system administrator(s) and lab section managers to review the



X-LIMS Project SOW and Payment Schedule

configuration. This serves to make the County's employees part of the process and to give them experience with the system before any formal training takes place.

Phase V: Validation Test Planning – In this phase, based on the configured workflows and configured data, Ethosoft will work with the County to draft validation test plans for review. It is the responsibility of the County to create the validation test plans. Once the plans are approved the system is then ready to be installed so that testing may begin. Cut over and Go-live planning is done during this phase as well.

Phase VI: Installation and Training – Once the validation plan has been approved by the County, Ethosoft will install X-LIMS on the County's designated server(s). After the installation is complete, Ethosoft comes onsite and the implementation specialist trains the administrators and end users on the system that has been configured for their use. The County will need to allocate space for the training sessions. We have found that such a situation facilitates training as the end users will be logging in samples with familiar tests, workflows, sample locations and schedules.

Phase VII: Validation Testing – The County will perform validation testing during this phase according to the scenarios defined in the validation test plan with the identified staff. Issues are reported to Ethosoft and will be tracked with a case number. Once the testing is complete and any outstanding issues are resolved, the County signs off on the validation testing and the system goes live.

Ethosoft implementation staff will require desks/workspace and an internet connection for all onsite work.



X-LIMS Project SOW and Payment Schedule

C. Ethosoft Responsibilities

The specific services to be provided by Ethosoft under this SOW are described in this section.

C.1. Phase I: Project Organization

Description:

The purpose of this task is to finalize the project team members, facilitate a common understanding of the project objectives, roles and responsibilities, and verify the County's readiness to implement the LIMS system.

Ethosoft will conduct a project kick-off/high level planning session, for up to two (2) hours, on a mutually agreed upon date, to:

- Identify core project team – the County and Ethosoft
- Conduct project kick off meeting with the key County players – identifying project goals, objectives, roles and responsibilities, and project tasks to be completed
- Review Escalation Procedure
- Review Project Change Control Procedure

Deliverable:

Project kick off meeting

C.2. Phase II: Project Requirements/Data Gathering

Description:

Ethosoft will perform on-site reviews of the workflows within the laboratory sections. They will also review the requirements identified for the project and develop configuration worksheets to be used in the software installation phase. The major subtasks are:

- Review process workflows for laboratory sections
- Review system requirements
- Develop configuration worksheets

Deliverables:



X-LIMS Project SOW and Payment Schedule

- Detailed Project schedule
- Draft Configuration worksheets

C.3. Phase III: Requirements Analysis

Description:

The purpose of the analysis phase is to have Ethosoft review the information and devise a strategy to help configure X-LIMS to meet the Country's needs. The information gathered will also be used to develop the necessary system configuration. The major subtasks are:

- Review project requirements at a high level for clarification
- Review configuration worksheets
- Review MobileXChange Form
- Review of historical data migration strategy
- Review subcontractor laboratory upload routines
- Review export routines
- Review of instrument integrations
 - 3 file transfer instruments
 - 2 RS-232 port instruments

Deliverable:

- Requirements Document

C.4. Phase IV: System Configuration

Description:

Ethosoft will begin developing the test environment where all configuration and customization changes will be made. Ethosoft will begin making software changes based on the information gathered from the County in the prior analysis phase. The major subtasks are:

- Establish Ethosoft Configuration environment
- Develop Ethosoft configuration
- Create upload routines for 3 instruments
- Install wedge software for 2 RS-232 port instruments
- Create upload routine for 2 subcontractor laboratories



X-LIMS Project SOW and Payment Schedule

Deliverable:

- Functional Ethosoft test environment
- Review configuration data and routines with Ethosoft via interactive web sessions
- Instrument integration and subcontractor upload
- External system integration

C.5. Phase V: Validation Test Planning

Description:

Ethosoft will work with the County while they create plans that will spell out the testing protocol for each instrument and integration that is required to test the data configuration in the system.

C.6. Phase VI: Installation and Training

Description:

Ethosoft will install the approved customized/configured product in Ethosoft's server environment. Ethosoft will also provide training to end users and to system administrators.

The major subtasks are:

- Install configured X-LIMS system in Ethosoft's Cloud environment
- Provide LIMS Administrator training
- Provide LIMS End User training

Deliverables:

- Latest X-LIMS version installed and operating in Ethosoft's Cloud environment
- Administrator and End-User Manuals
- Training Guides

C.7. Phase VII: Validation Testing

Description:



X-LIMS Project SOW and Payment Schedule

The County will perform validation testing during this phase according to the scenarios specified by the County. Issues are reported to Ethosoft following the issue resolution process described in the Change Management Plan. The major subtasks are:

- Document and Response to any County issues
- Status meetings as needed for issue resolution

Deliverables:

- Signed System Acceptance Document

C.8. Post Go-Live

Description:

Ethosoft will migrate historical data consisting of historical location and sample data into X-LIMS for the County. The historical data needs to be provided by the County to Ethosoft in a consistent format.

The major subtasks are:

- Migrate historical data into X-LIMS

Deliverables:

- Historical data available for reporting in X-LIMS

D. County Responsibilities

The successful completion of the proposed effort depends on the full commitment and participation of the County's management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the contract, and are to be provided at no charge to Ethosoft. Ethosoft's performance is predicated upon the following responsibilities being fulfilled by the County as scheduled in the project schedule. Delays in performance of these responsibilities by the County may result in additional cost and/or delay of the completion of the project, and may require invoking the Project Change Control Plan.

D.1 County Project Manager



X-LIMS Project SOW and Payment Schedule

Prior to the start of this project, the County will designate a person called the County Project Manager, to whom all Ethosoft communications will be addressed and who has the authority to act for the County.

D.2 County Project Manager's Responsibilities

The County Project Manager's responsibilities include:

- Serve as the interface between Ethosoft and all the County departments, organizations and sites participating in this project
- With the Ethosoft Project Manager, develop, administer, and accept all plans identified in this scope of work
- Attend the Project Kick-off/High Level Planning Session
- Work with Ethosoft to schedule the on-site activities (e.g., kick-off meeting, analysis work, training) at the County's location
- Attend project meetings to review the accomplishments and deliverables
- Ensure the Ethosoft resources have work space, access, and supplies as needed for on-site and remote work tasks defined in the project plan

D.3 Other County Responsibilities

- Have a County employee function in the role of the LIMS Administrator
- Provide security clearance and building access for Ethosoft project personnel when they are working on-site. Most of the work involved in this project will be performed during normal working hours (8:00 a.m. to 5:00 p.m. Eastern Time). However, on some occasions, the County may need to provide access to facilities outside of these hours
- Respond in a timely manner to Ethosoft request for information
- The County will provide suitable training facilities
- Provide the "approved" personnel time to attend the training session on the new LIMS system
- Perform validation testing on the system to Go-Live



X-LIMS Project SOW and Payment Schedule

E. Items Ordered

Year 1

Items Ordered				
Initial Project Set Up				
No.	Description	Qty	Unit Cost	Ext. Cost
1	Custom MobileXChange Form	1	\$3,800.00	\$3,800.00
2	Instruments Integration – instruments with RS-232 serial ports requiring wedge software	2	\$350.00	\$700.00
3	Initial 4-Day On-Site Requirements Analysis*	1	\$5,300.00	\$5,300.00
4	3-Day On-Site Installation and Training* -- Includes End-User and Administrator Training	1	\$3,975.00	\$3,975.00
5	3-Day On-Site Training* -- Includes End-User and Administrator Training	2	\$3,975.00	\$7,950.00
6	Historical Data Migration - Migration of location and sample data from LabWorks system. Please note that this does not include QC data.	1	\$5,600.00	\$5,600.00
Subtotal				\$27,325.00

*Travel expenses to be billed as incurred

Annual Cloud Costs				
No.	Description	Qty	Unit Cost	Ext. Cost
7	X-LIMS Concurrent User Cloud License	7	\$1,680.00	\$11,760.00
8	MobileXChange Named User License Annual	6	\$680.00	\$4,080.00
9	Instrument Integration to X-LIMS	3	\$520.00	\$1,560.00
10	Subcontractor Upload Routine	2	\$520.00	\$1,040.00
11	X-LIMS Yearly Cloud Bandwidth Fee (Including Support & Maintenance)	1	\$4,650.00	\$4,650.00



X-LIMS Project SOW and Payment Schedule

Subtotal				\$23,090.00
Grand Total for Year 1				\$50,415.00

Years 2-5 Annual Cloud Cost				
No.	Description	Qty	Unit Cost	Ext. Cost
12	Year 2 X-LIMS Annual Cloud Subscription	1	\$ 54,952.35	\$ 54,952.35
13	Year 3 X-LIMS Annual Cloud Subscription	1	\$ 59,898.06	\$ 59,898.06
14	Year 4 X-LIMS Annual Cloud Subscription	1	\$ 65,288.89	\$ 65,288.89
15	Year 5 X-LIMS Annual Cloud Subscription	1	\$ 71,164.89	\$ 71,164.89

Optional Items				
16	Annual ExtraNet License – External client platform that provides non-X-LIMS users access to data as authorized by the County	1	\$ 600.00	\$ 600.00
17	Configuration of Custom Reports - Up To 10 Days of Work	1	\$ 10,000.00	\$ 10,000.00
18	Dymo 550 Label Printer	1	\$ 250.00	\$ 250.00
19	USB Laser Barcode Reader	1	\$ 400.00	\$ 400.00



X-LIMS Project SOW and Payment Schedule

F. Schedule of Payments

Please find below a schedule of payments associated with Year 1 of the County’s LIMS project.

Payment #1: Invoiced After Project Kick Off Meeting		
Item 1	20% of Custom MobileXChange Form	\$760.00
Item 2	20% of RS-232 Serial Port Instruments Integration	\$140.00
Item 3	20% of Historical Data Migration	\$1,120.00
Item 4	20% of X-LIMS Concurrent User Cloud Licenses	\$2,352.00
Item 5	20% of MobileXChange Named User Licenses	\$816.00
Item 6	20% of File Transfer Instrument Integrations	\$312.00
Item 7	20% of Subcontractor Upload Routines	\$208.00
Payment 1		\$5,708.00
Payment #2 Invoiced After Onsite Requirements Analysis		
Item 1	4 Day On-Site Requirements Analysis	\$5,300.00
Item 2	Travel Expenses for 4 Day On-Site Requirements Analysis	TBD
Payment 2		\$5,300.00 + TBD
Payment #3 Invoiced After System Configuration		



X-LIMS Project SOW and Payment Schedule

Item 1	Remaining 80% of Custom MobileXChange Form	\$3,040.00
Item 2	Remaining 80% of RS-232 Serial Port Instruments Integration	\$560.00
Payment 3		\$3,600.00
Payment #4 Invoiced After Installation and Initial Training		
Item 1	X-LIMS 3 Day On-Site Installation and Training	\$3,975.00
Item 2	Travel Expenses for 3 Day On-Site Installation and Training	TBD
Item 3	2 x 3-Day On-Site Training	\$7,950.00
Item 4	Remaining 80% of X-LIMS Concurrent User Cloud Licenses	\$9,408.00
Item 5	Remaining 80% of MobileXChange Named User Licenses	\$3,264.00
Item 6	Remaining 80% of File Transfer Instrument Integrations	\$1,248.00
Item 7	Remaining 80% of Subcontractor Upload Routines	\$832.00
Item 8	X-LIMS Cloud Bandwidth Fee	\$4,650.00
Payment 4		\$31,327.00 + TBD
Payment #5 Invoiced 2 Months Post Training		
Item 1	Remaining 80% of Historical Data Migration	\$4,480.00
Payment 5		\$4,480.00
Year 1 Total		\$50,415.00



X-LIMS Project SOW and Payment Schedule

G. Project Change Control Procedure

The Project Change Control Plan is only invoked when a significant change is requested by the County that is outside the scope and activities listed in this SOW (this is NOT a change management process). When Ethosoft and the County agree to a change in this Scope of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign.

The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms. Depending on the extent and complexity of the requested changes, Ethosoft may charge for the effort required to perform the analysis.

When charges are necessary in order to analyze a change, Ethosoft will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Scope of Work or any previous Change Authorization.

H. Escalation Procedure

Ethosoft and the County will follow the escalation procedure specified below if resolution is required to address an issue arising during the performance of this SOW. Resolution of an issue may necessitate the utilization of the Project Change Control Plan. Once an issue has been identified the identifying personnel will notify their respective focal point (the County Project Manager, and the Ethosoft Project Manager).

Level 1

The County Project Manager and the Ethosoft Project Manager will meet to resolve the issue.

Level 2

If the issue is not resolved within five (5) business days after being escalated to Level 1, the County Executive Sponsor will meet with the Ethosoft Project Executive to resolve the issue.

During any issue resolution, Ethosoft agrees to continue to provide services relating to items not in dispute, to the extent practicable pending resolution of the issue.

EXHIBIT D

PROJECT DELIVERABLES

**The Project Deliverables are included in the Statement
of Work**

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate Consultant for the completion of implementation of the Project, as indicated by Final Acceptance, which must occur within twenty-four (24) months of the date indicated in the NTP in an amount not to exceed \$117,105.00 (One Hundred Seventeen Thousand One Hundred Five Dollars and No Cents). The detailed costs are attached.

Travel costs are billed as incurred with prior approval by the County.



Laboratory Information Management System

**Fulton County Department of Public Works
Contract 22RFP058A-CJC**

Exhibit E Compensation

6050 Peachtree Parkway
Suite 240 #249
Norcross, Ga 30092

1-800-870-7014
www.ethosoft.com





X-LIMS Project Compensation

Items Ordered

Year 1

Items Ordered				
Initial Project Set Up				
No.	Description	Qty	Unit Cost	Ext. Cost
1	Custom MobileXChange Form	1	\$3,800.00	\$3,800.00
2	Instruments Integration – instruments with RS-232 serial ports requiring wedge software	2	\$350.00	\$700.00
3	Initial 4-Day On-Site Requirements Analysis*	1	\$5,300.00	\$5,300.00
4	3-Day On-Site Installation and Training* -- Includes End-User and Administrator Training	1	\$3,975.00	\$3,975.00
5	3-Day On-Site Training* -- Includes End-User and Administrator Training	2	\$3,975.00	\$7,950.00
6	Historical Data Migration - Migration of location and sample data from LabWorks system. Please note that this does not include QC data.	1	\$5,600.00	\$5,600.00
Subtotal				\$27,325.00

*Travel expenses to be billed as incurred

Annual Cloud Costs				
No.	Description	Qty	Unit Cost	Ext. Cost
7	X-LIMS Concurrent User Cloud License	7	\$1,680.00	\$11,760.00
8	MobileXChange Named User License Annual	6	\$680.00	\$4,080.00
9	Instrument Integration to X-LIMS	3	\$520.00	\$1,560.00
10	Subcontractor Upload Routine	2	\$520.00	\$1,040.00



X-LIMS Project Compensation

11	X-LIMS Yearly Cloud Bandwidth Fee (Including Support & Maintenance)	1	\$4,650.00	\$4,650.00
Subtotal				\$23,090.00
Grand Total for Year 1				\$50,415.00

Years 2-5 Annual Cloud Cost				
No.	Description	Qty	Unit Cost	Ext. Cost
12	Year 2 X-LIMS Annual Cloud Subscription	1	\$ 54,952.35	\$ 54,952.35
13	Year 3 X-LIMS Annual Cloud Subscription	1	\$ 59,898.06	\$ 59,898.06
14	Year 4 X-LIMS Annual Cloud Subscription	1	\$ 65,288.89	\$ 65,288.89
15	Year 5 X-LIMS Annual Cloud Subscription	1	\$ 71,164.89	\$ 71,164.89

Optional Items				
16	Annual ExtraNet License – External client platform that provides non-X-LIMS users access to data as authorized by the County	1	\$ 600.00	\$ 600.00
17	Configuration of Custom Reports - Up To 10 Days of Work	1	\$ 10,000.00	\$ 10,000.00
18	Dymo 550 Label Printer	1	\$ 250.00	\$ 250.00
19	USB Laser Barcode Reader	1	\$ 400.00	\$ 400.00



X-LIMS Project Compensation

Schedule of Payments

Please find below a schedule of payments associated with Year 1 of the County’s LIMS project.

Payment #1: Invoiced After Project Kick Off Meeting		
Item 1	20% of Custom MobileXChange Form	\$760.00
Item 2	20% of RS-232 Serial Port Instruments Integration	\$140.00
Item 3	20% of Historical Data Migration	\$1,120.00
Item 4	20% of X-LIMS Concurrent User Cloud Licenses	\$2,352.00
Item 5	20% of MobileXChange Named User Licenses	\$816.00
Item 6	20% of File Transfer Instrument Integrations	\$312.00
Item 7	20% of Subcontractor Upload Routines	\$208.00
Payment 1		\$5,708.00
Payment #2 Invoiced After Onsite Requirements Analysis		
Item 1	4 Day On-Site Requirements Analysis	\$5,300.00
Item 2	Travel Expenses for 4 Day On-Site Requirements Analysis	TBD
Payment 2		\$5,300.00 + TBD



X-LIMS Project Compensation

Payment #3 Invoiced After System Configuration		
Item 1	Remaining 80% of Custom MobileXChange Form	\$3,040.00
Item 2	Remaining 80% of RS-232 Serial Port Instruments Integration	\$560.00
Payment 3		\$3,600.00
Payment #4 Invoiced After Installation and Initial Training		
Item 1	X-LIMS 3 Day On-Site Installation and Training	\$3,975.00
Item 2	Travel Expenses for 3 Day On-Site Installation and Training	TBD
Item 3	2 x 3-Day On-Site Training	\$7,950.00
Item 4	Remaining 80% of X-LIMS Concurrent User Cloud Licenses	\$9,408.00
Item 5	Remaining 80% of MobileXChange Named User Licenses	\$3,264.00
Item 6	Remaining 80% of File Transfer Instrument Integrations	\$1,248.00
Item 7	Remaining 80% of Subcontractor Upload Routines	\$832.00
Item 8	X-LIMS Cloud Bandwidth Fee	\$4,650.00
Payment 4		\$31,327.00 + TBD
Payment #5 Invoiced 2 Months Post Training		
Item 1	Remaining 80% of Historical Data Migration	\$4,480.00
Payment 5		\$4,480.00



X-LIMS Project Compensation

Year 1 Total	\$50,415.00
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EXHIBIT F

PURCHASING FORMS

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

Form B: Georgia Security and Immigration Subcontractor Affidavit

This form is not applicable to Ethosoft as Ethosoft will be the only contractor involved in this bid.

FORM C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

Please see the attach document entitled "Ethosoft, FNC - Form C attachment 1" for all requested information.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Ethosoft has been selling Laboratory Information Systems over the last 5 years and has grown its business by increasing sales.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Ethosoft has no employees, agent or representative who have had (1) a direct or indirect business relationship with Fulton County or (2) directly or indirectly received revenues from Fulton County or (3) received directly or indirectly ~~revenues~~ from conducting business on Fulton County property or pursuant to any contract with Fulton County.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer),

been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 28 day of October, 2022

Ethosoft, Inc. 10/26/22
(Legal Name of Proponent) (Date)

Bill Mena 10/26/22
(Signature of Authorized Representative) (Date)

President & CEO
(Title)

Sworn to and subscribed before me,

This 28 day of October, 2022

[Signature]
(Notary Public) (Seal)



Commission Expires November 12, 2023
(Date)

10-28-2023

Ethosoft, Inc. -Form C Attachment 1**Ethosoft Officers**

Name and Title	Business Address
Bill Moss – Chief Executive Officer	4618 Armley Point, Norcross GA 30092
Bill Moss- Chief Financial Officer	4618 Armley Point, Norcross GA 30092
Bill Moss- Secretary	4618 Armley Point, Norcross GA 30092

Ethosoft Board of Directors

Name	Address	% Ownership Interest
Bill Moss	4618 Armley Point, Norcross GA 30092	21.15108%
Danny Lankford	3971 Pocono Way, Marietta GA 30064	21.15108%
William Pingpank	1100 Vernon Springs Court NW, Atlanta GA 30327	21.15108%
Thomas Mize	215 Lakestone Overlook, Woodstock GA 30188	18.27338%
Michael Harris	2717 Denian Court, Kennesaw GA 30152	18.27338%

Form D Georgia Professional License Certification

This form is not applicable to Ethosoft as a LIMS business or consultant is not a designated certification.

Form E Local Preference Affidavit of Bidder / Offeror

As per Fulton County's definition of a Local Bidder, this form is not applicable to Ethosoft.
However, please note that Ethosoft is located in Gwinnett County, which borders Fulton County.

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT Of
BIDDER/OFFEROR**

This form is not applicable to Ethosoft as Ethosoft does not qualify as a Service Disabled Veteran Business.

EXHIBIT G

**OFFICE OF CONTRACT
COMPLIANCE FORMS**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Bill Moss),
Name

President & CEO
Title

Ethosoft, Inc.
Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) It is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) The promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) The promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) The failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) The bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Bill Moss

TITLE: President & CEO

SIGNATURE: 

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS

INSURANCE AND RISK MANAGEMENT PROVISIONS

Laboratory Information Management System

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains broader and/or higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Proof of insurance must be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations) General Aggregate		\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000

Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage Each Occurrence \$1,000,000
 (Including operation of non-owned, owned, and hired automobiles).

- 4. UMBRELLA LIABILITY per Occurrence/Aggregate** \$1,000,000/\$1,000,000
- 5. CONTRACTORS POLLUTION LIABILITY Each Occurrence** \$1,000,000

May be required applicable to work being performed. *Or by endorsement to General Liability
 Policy for sudden and accidental

6. CYBER LIABILITY Per Claim/Aggregate \$1,000,000/\$1,000,000

Policy shall include coverage for losses arising from the breach of information, security, and privacy and intentional/unintentional release of private information. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. In the event of a breach, Contractor/Vendor must notify Fulton County Government within 30 days of notification.

Certificates of Insurance

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its’ Officials, Officers and Employees as an Additional Insured (except for Workers’ Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its’ equivalent or on a blanket basis.

The Contract/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the “Certificate Holder” as follows:

Fulton County Government – Purchasing and Contract Compliance Department
 130 Peachtree Street, S.W.

Suite 1168
Atlanta, Georgia 30303-3459

Certificates **must** list Project Name (where applicable).

IMPORTANT:

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (where applicable).

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED PROVISIONS AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Ethosoft, Inc. SIGNATURE: 

NAME: Bill Moss TITLE: President & CEO

DATE: October 31st, 2022

EXHIBIT I

ETHOSOFT CLOUD SERVICES

AGREEMENT

ETHOSOFT CLOUD SERVICES AGREEMENT

This Ethosoft Cloud Services Agreement (this “Agreement”) is between Ethosoft, Inc. (“Ethosoft”) and the individual or entity that has executed this Agreement (“The Client”). This Agreement sets forth the terms and conditions that govern orders placed by The Client for Services under this Agreement.

1. AGREEMENT DEFINITIONS

1.1 “Availability” is The Client's ability to access/use the subscribed X-LIMS Cloud environment and resources within the committed time frames.

1.2 “Ancillary Program” means any software agent or tool owned or licensed by Ethosoft that Ethosoft makes available to The Client for download as part of the Cloud Services for purposes of facilitating The Client access to, operation of, and/or use with, the Services Environment. The term “Ancillary Program” does not include Separately Licensed Third Party Technology.

1.3. “Auto Renew” or “Auto Renewal” is the process by which the Services Period of certain Cloud Services under an order is automatically extended for an additional Services Period unless such Services are otherwise terminated in accordance with the terms of the order or this Agreement. The Service Specifications incorporated into The Client’s order define which Cloud Services are eligible for Auto Renewal as well as any terms applicable to any such renewal.

1.4. “Cloud Services” means, collectively, the Ethosoft cloud services (e.g., Ethosoft software as a service offerings and related Ethosoft Programs) listed in The Client’s order and defined in the Service Specifications. The term “Cloud Services” does not include Professional Services.

1.5 “Downtime” refers to time during which a computer system or network is not available for use. Downtime occurs in two forms, planned and unplanned. Planned Downtime is forecast by the owner of the affected system(s) and is used for maintenance, upgrades, or other system management activities. Unplanned Downtime is defined as any Downtime that is not planned. Causes for Unplanned Downtime include, but are not limited to: hardware or software failures, power outages, telecommunications network failures, or human error.

1.6 “Ethosoft Programs” refers to the software products owned or licensed by Ethosoft to which Ethosoft grants The Client access as part of the Cloud Services, including Program Documentation, and any program updates provided as part of the Cloud Services. The term “Ethosoft Programs” does not include Separately Licensed Third Party Technology.

1.7. “Professional Services” means, collectively, the consulting and other professional Services which The Client has ordered. Professional Services include any deliverables described in The Client’s order and delivered by Ethosoft to The Client under the order. The term “Professional Services” does not include Cloud Services.

1.8. “Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.

1.9. “Services” means, collectively, both the Cloud Services and Professional Services that The Client has ordered.

1.10. “Services Environment” refers to the combination of hardware and software components owned, licensed or managed by Ethosoft to which Ethosoft grants The Client and The Client Users access as part of the Cloud Services which The Client has ordered. As applicable and subject to the terms of this Agreement and The Client’s order, Ethosoft Programs, Third Party Content, The Client Content and The Client Applications may be hosted in the Services Environment.

1.11. “Services Period” refers to the period of time for which The Client ordered Cloud Services as specified in The Client’s order.

1.12. “Third Party Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Ethosoft and made available to Client through, within, or in conjunction with The Client use of, the Cloud Services. Examples of Third Party Content include data feeds from social network services, RSS feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.

1.13. “Users” means those employees, contractors, and end users, as applicable, authorized by The Client or on The Client’s behalf to use the Cloud Services in accordance with this Agreement and The Client’s order.

1.14. “Client” and “The Client” refers to the individual or entity that has executed this Agreement.



1.15. “The Client Applications” means all software programs, including any source code for such programs, that The Client or The Client Users provide and load onto, or create using, any Ethosoft “platform-as-a-service” or “infrastructure-as-a-service” Cloud Services. Services under this Agreement, including Ethosoft Programs and Services Environments, Ethosoft intellectual property, and all derivative works thereof, do not fall within the meaning of the term “The Client Applications.”

1.16. “The Client Content” means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material (other than The Client Applications), in any format, provided by The Client or The Client Users that reside in, or run on or through, the Services Environment.

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

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

2. TERM OF AGREEMENT

This Agreement is valid for the order which this Agreement accompanies. This Agreement may also be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users), for any Cloud Services options offered by Ethosoft for the original Services ordered, and for any renewal or Auto Renewal of the Services Period of the original order.

3. RIGHTS GRANTED

3.1 For the duration of the Services Period and subject to The Client payment obligations, and except as otherwise set forth in this Agreement or The Client’s order, The Client has the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that The Client ordered, including anything developed by Ethosoft and delivered to The Client as part of the Services, solely for The Client internal business operations and subject to the terms of this Agreement and The Client’s order, including the Service Specifications. The Client may allow The Client Users to use the Services for this purpose and The Client is responsible for The Client Users’ compliance with this Agreement and the order.

3.2 The Client do not acquire under this Agreement any right or license to use the Services, including the Ethosoft Programs and Services Environment, in excess of the scope and/or duration of the Services stated in The Client’s order. Upon the end of the Services ordered, The Client right to access and use the Services will terminate.

3.3 To enable Ethosoft to provide The Client and The Client Users with the Services, The Client grant Ethosoft the right to use, process and transmit, in accordance with this Agreement and The Client’s order, The Client Content and The Client Applications for the duration of the Services Period plus any additional post-termination period during which Ethosoft provides The Client with access to retrieve export data of The Client Content and The Client Applications.

3.4 Except as otherwise expressly set forth in The Client’s order for certain Cloud Services offerings (e.g., a private cloud hosted at The Client facility), The Client acknowledges that Ethosoft has no delivery obligation for Ethosoft Programs and will not ship copies of such programs to The Client as part of the Services.

4. OWNERSHIP AND RESTRICTIONS

4.1 The Client retain all ownership and intellectual property rights in and to The Client Content. Ethosoft or its licensors retain all ownership and intellectual property rights to the Services, including Ethosoft Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Ethosoft under this Agreement.

4.2 The Client may not, or cause or permit others to:

- a) remove or modify any program markings or any notice of Ethosoft’s or its licensors’ proprietary rights;
- b) make the programs or materials resulting from the Services (excluding The Client Content) available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific Services The Client has acquired);
- c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Ethosoft;



- d) perform or disclose any benchmark or performance tests of the Services, including the Ethosoft Programs, without Ethosoft's prior written consent;
- e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure without Ethosoft's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Ethosoft Programs, Ancillary Programs, Services Environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order.

4.3 The rights granted to The Client under this Agreement are also conditioned on the following:

- a) except as expressly provided herein or in The Client's order, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- b) The Client must make every reasonable effort to prevent unauthorized third parties from accessing the Services.

5. SERVICE SPECIFICATIONS

5.1 The Services are subject to and governed by Service Specifications applicable to The Client's order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Ethosoft Programs, as well as any Services deliverables. The Client acknowledge that use of the Services in a manner not consistent with the Service Specifications may adversely affect Services performance and/or may result in additional fees. If the Services permit The Client to exceed the ordered quantity (e.g., soft limits on counts for Users, sessions, storage, etc.), then The Client is responsible for promptly purchasing additional quantity to account for The Client excess usage. The Client shall be notified in writing of the need to increase the quantity of service provided and will have 30 days from the receipt of written notification to purchase such additional quantity. For any month that The Client does not purchase such additional quantity within 30 days of from the receipt of notification, Ethosoft may require The Client to pay, in addition to the fees for the additional quantity, an excess usage fee for those Services equivalent to 10% of the total fees in which such excess usage occurred.

5.2 Ethosoft may make changes or updates to the Services (such as infrastructure, security, technical configurations, application features, etc.) during the Services Period, including to reflect changes in technology, industry practices, patterns of system use, and availability of Third Party Content. The Service Specifications are subject to change at Ethosoft's discretion; however, Ethosoft changes to the Service Specifications will not result in a material reduction in the level of performance or availability of the applicable Services provided to The Client for the duration of the Services Period.

5.3 As described in the Service Specifications and to the extent applicable to the Cloud Services that The Client has ordered, Ethosoft will provide production, and data backup for The Client's order. Ethosoft and its affiliates may perform certain aspects of Cloud Services, such as service administration and support, as well as other Services (including Professional Services and disaster recovery).

6. USE OF THE SERVICES

6.1 The Client is responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating The Client and The Client Users' usernames, passwords and accounts with Ethosoft, The Client accept responsibility for the timely and proper termination of user records in The Client local identity infrastructure or on The Client local computers. Ethosoft is not responsible for any harm caused by The Client Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in The Client local identity management infrastructure or The Client local computers. The Client is responsible for all activities that occur under The Client and The Client Users' usernames, passwords or accounts or as a result of The Client or The Client Users' access to the Services, and agree to notify Ethosoft immediately of any unauthorized use.

6.2 The Client agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including The Client Content, The Client Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded



to Ethosoft under this Agreement, Ethosoft reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Ethosoft shall have no liability to The Client in the event that Ethosoft takes such action. The Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of The Client Content and The Client Applications.

6.3 The Client is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Ethosoft Program. Except for emergency or security related maintenance activities, Ethosoft will coordinate with The Client the scheduling of application of Patches, where possible, based on Ethosoft's next available standard maintenance window.

7. SECTION 7

Reserved for future use.

8. FEES AND TAXES

8.1 All fees payable to Ethosoft are due within 30 days from the invoice date. Once placed, The Client's order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or The Client's order.

8.2 The Client understands that The Client may receive multiple invoices for the Services The Client ordered. Invoices will be submitted to The Client pursuant to the contact information provided by The Client to Ethosoft.

8.3 The Client agrees and acknowledges that The Client has not relied on the future availability of any Services, programs or updates in entering into the payment obligations in The Client's order beyond contract terms; however, the preceding does not relieve Ethosoft of its obligation during the Services Period to deliver Services that The Client has ordered per the terms of this Agreement.

9. SERVICES PERIOD; END OF SERVICES

9.1 Services provided under this Agreement shall be provided for the Services Period defined in The Client's order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) The Client provide Ethosoft with written notice no later than thirty (30) days prior to the end of the applicable Services Period of The Client intention not to renew such Cloud Services, or (ii) Ethosoft provides The Client with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

9.2 Upon the end of the Services, The Client no longer have rights to access or use the Services, including the associated Ethosoft Programs and Services Environments; however, at The Client's request, and for a period of up to 60 days after the end of the applicable Services, Ethosoft will make available to The Client Client Content as existing in the Services Environment on the date of termination. At the end of such 60 day period, and except as may be required by law, Ethosoft will delete or otherwise render inaccessible any of The Client Content and The Client Applications that remain in the Services Environment.

9.3 Ethosoft may temporarily suspend The Client password, account, and access to or use of the Services if The Client or The Client Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Ethosoft's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Ethosoft will provide advance notice to The Client of any such suspension in Ethosoft's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Ethosoft will use reasonable efforts to re-establish the affected Services promptly after Ethosoft determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Ethosoft will make available to The Client Client Content and The Client Applications as existing in the Services Environment on the date of suspension. Ethosoft may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Ethosoft's initial notice thereof. Any suspension or termination by Ethosoft under this paragraph shall not excuse The Client from The Client obligation to make payment(s) under this Agreement.

9.4 If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred. If Ethosoft terminates the order as specified in the preceding sentence, The Client must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. The Client agree that if The Client is in default under this Agreement, The Client may not use those Services ordered.

9.5 If The Client has used an Ethosoft Financing contract to pay for the fees due under an order and The Client is in default under that contract, The Client may not use the Services that are subject to such contract.



9.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

10. SOFTWARE SUPPORT

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

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

10.2 Ethosoft will provide The Client with copies of all Minor Enhancements at no additional cost to The Client.

10.3 Ethosoft will provide The Client with copies of all Major Enhancements at no additional cost to The Client.

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

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

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

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

10.8 Notwithstanding anything to the contrary elsewhere in this Agreement, Ethosoft will have no obligation to provide any support services to The Client if: (a) Such support relates to or involves any products, data, features, devices or equipment not provided by Ethosoft; (b) The Client or a third party has altered or modified any portion of the Licensed Software in any manner without the prior written consent of Ethosoft.

10.9 The Support Times for Ethosoft software support are as follows: Monday through Friday, 9:00 a.m. through 5:00 p.m. (Eastern Time), excluding the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. Additionally, hours may be limited on other national holidays and/or days preceding or following certain holidays.

11. THE CLIENT OBLIGATIONS

The Client shall designate in writing one employee and one alternate as its "**Support Contacts**" to be generally available during the Support Times to confer with Ethosoft regarding Errors and other support-related issues. The Client shall notify Ethosoft immediately of any changes in the persons designated as Support Contacts.

12. SERVICE LEVELS

12.1 An Annual Availability Commitment of 99,9% is provided for the X-LIMS Cloud hardware, network, software and software.

12.2 The Client must be able to access the X-LIMS Cloud resources subscribed to under this Agreement. The Availability is determined based on 24 hours per day and 7 days per week except for times of unavailability due to Planned Downtime and exclusions such as: (i) planned maintenance windows for which Ethosoft provides at least 48 hours prior notice whenever



possible; (ii) failure of any Network or Internet Infrastructure not owned or managed by Ethosoft (iii) Downtime caused by any failure of The Client's computer systems, network, hardware or software or its telecommunications equipment or other equipment; (iv) Downtime caused by any act or omission of any End user that is inconsistent with Ethosoft's suggested use or Client's authorized use of the system; (v) Downtime caused by events beyond Ethosoft's reasonable control.

12.3 Service Level Credit - in the event that The Client cannot access the system for any reason other than those listed above, Ethosoft will provide a Service Level Credit. The Client may request a credit on their next invoice for up to ten days of service interruption, based upon the amount of time the system was unavailable. Service Level Credits must be requested in writing within ten days of the interruption.

13. NONDISCLOSURE

13.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, The Client Content residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

13.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

13.3 We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the termination of the contract; however, Ethosoft will hold The Client Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Ethosoft will protect the confidentiality of The Client Content residing in the Services Environment in accordance with the Ethosoft security practices defined as part of the Service Specifications applicable to The Client's order. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law and which is compliant with open records requests as per Georgia State Law.

14. DATA PROTECTION

14.1 In performing the Services, Ethosoft will comply with the following data backup policy:

- a) Ethosoft agrees to, at minimum, a daily full backup and incremental hourly backups of The Client Content.

14.2 Ethosoft agrees to use best efforts and commercially reasonable best practices when deploying services related to data integrity.

14.3 The Client is responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from The Client Content, including any viruses, Trojan horses, worms or other programming routines contained in The Client Content that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

15. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

15.1 ETHOSOFT WARRANTS THAT IT WILL PERFORM (I) CLOUD SERVICES IN ALL MATERIAL RESPECTS AS DESCRIBED IN THE SERVICE SPECIFICATIONS, AND (II) PROFESSIONAL SERVICES IN A PROFESSIONAL MANNER IN ACCORDANCE WITH THE SERVICE SPECIFICATIONS. IF THE SERVICES PROVIDED TO THE CLIENT WERE NOT PERFORMED AS WARRANTED, THE CLIENT MUST PROMPTLY PROVIDE WRITTEN NOTICE TO ETHOSOFT THAT DESCRIBES THE DEFICIENCY IN THE SERVICES (INCLUDING, AS APPLICABLE, THE SERVICE REQUEST NUMBER NOTIFYING ETHOSOFT OF THE DEFICIENCY IN THE SERVICES).

15.2 ETHOSOFT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ETHOSOFT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH THE CLIENT CONTENT, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ETHOSOFT, AND (C) THE SERVICES WILL MEET THE CLIENT



REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. THE CLIENT ACKNOWLEDGE THAT ETHOSOFT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ETHOSOFT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ETHOSOFT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM THE CLIENT CONTENT, THE CLIENT APPLICATIONS OR THIRD PARTY CONTENT. ETHOSOFT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

15.3 THE SOFTWARE SUPPORT SERVICES UNDER THIS AGREEMENT WILL BE PROVIDED IN A WORKMAN-LIKE MANNER BY INDIVIDUALS WHO ARE KNOWLEDGEABLE IN THE OPERATION OF THE LICENSED SOFTWARE. ALL SOFTWARE BUG FIXES, WORK-AROUNDS, ERROR CORRECTIONS AND ENHANCEMENTS ARE PROVIDED ON AN "AS IS" BASIS. ETHOSOFT DOES NOT WARRANT THAT ALL ERRORS WILL BE CORRECTED.

15.3 FOR ANY BREACH OF THE SERVICES WARRANTY, THE CLIENT EXCLUSIVE REMEDY AND ETHOSOFT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ETHOSOFT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, THE CLIENT MAY END THE DEFICIENT SERVICES AND ETHOSOFT WILL REFUND TO THE CLIENT THE FEES FOR THE TERMINATED SERVICES THAT THE CLIENT PRE-PAID TO ETHOSOFT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

15.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

16. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ETHOSOFT'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE CLIENT'S ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ETHOSOFT FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY THE CLIENT FROM ETHOSOFT UNDER SUCH ORDER..

17. CONSEQUENTIAL DAMAGES

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

18. INDEMNIFICATION

18.1 Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either The Client or Ethosoft ("Recipient" which may refer to The Client or Ethosoft depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either The Client or Ethosoft ("Provider" which may refer to The Client or Ethosoft depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.



18.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Ethosoft's ability to meet its obligations under the relevant order, then Ethosoft may, at its option and upon 30 days prior written notice, terminate the order.

18.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Ethosoft will not indemnify The Client for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Ethosoft. Ethosoft will not indemnify The Client to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to The Client within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Ethosoft will not indemnify The Client for infringement caused by The Client actions against any third party if the Services as delivered to The Client and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Ethosoft will not indemnify The Client for any intellectual property infringement claim(s) known to The Client at the time Services rights are obtained.

18.4 The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Ethosoft will indemnify The Client for infringement claims for Separately Licensed Third Party Technology to the same extent as Ethosoft is required to provide infringement indemnification for Materials under the terms of the Agreement.

18.5 This Section 14 provides the parties' exclusive remedy for any infringement claims or damages.

19. EQUAL OPPORTUNITY AND NON-DISCRIMINATION.

Ethosoft agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, gender, height, weight, disability or marital status.

20. SERVICES TOOLS AND ANCILLARY PROGRAMS

20.1 Ethosoft may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve The Client Ethosoft service requests. The Tools will not collect or store any of The Client Content or The Client Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding The Client Content and The Client Applications) may also be used to assist in managing Ethosoft's product and service portfolio, to help Ethosoft address deficiencies in its product and service offerings, and for license and Services management.

20.2 As part of the Cloud Services, Ethosoft may provide The Client with on-line access to download certain Ancillary Programs for use with the Services. If Ethosoft does not specify Separate Terms for such Ancillary Programs, The Client shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate The Client access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and The Client's order. The Client's right to use such Ancillary Programs will terminate upon the earlier of Ethosoft's notice (which may be through posting on <https://support.ethosoft.com> or such other URL designated by Ethosoft), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

21. SERVICE ANALYSES

Ethosoft may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Ethosoft may make Service Analyses publicly available; however, Service Analyses will not incorporate The Client Content or Confidential Information in a form that could serve to identify The Client or any individual, and Service Analyses do not constitute Personal Data. Ethosoft retains all intellectual property rights in Service Analyses.

22. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or The Client obligation to take reasonable steps to pay for the Services.

23. GOVERNING LAW AND JURISDICTION

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

24. NOTICE

24.1 Any notice required under this Agreement shall be provided to the other party in writing. If The Client has a dispute with Ethosoft or if Client wishes to provide a notice under the Indemnification Section of this Agreement, or if The Client become subject to insolvency or other similar legal proceedings, The Client will promptly send written notice to: Ethosoft, Inc., 6050 Peachtree Parkway, Suite 240 #249, Norcross, GA 30092. Attention: Legal Department.

24.2 To request the termination of Services in accordance with this Agreement, The Client must submit a service request to Ethosoft at the address specified in The Client's order or the Service Specifications.

24.3 Ethosoft may give notices applicable to Ethosoft's Cloud Services customer base by means of a general notice on the Ethosoft portal for the Cloud Services, and notices specific to The Client by electronic mail to The Client e-mail address on record in Ethosoft's account information or by written communication sent by first class mail or pre-paid post to The Client address on record in Ethosoft's account information.

25. ASSIGNMENT

The Client may not assign this Agreement or give or transfer the Services (including the Ethosoft Programs) or an interest in them to another individual or entity. If The Client grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables. Ethosoft may not assign this Agreement or give or transfer the provided services to The Client to another entity without written permission from The Client.

26. TITLE

Title, ownership rights and intellectual property rights in and to the Software and Documentation shall at all times remain with Ethosoft. All rights not specifically granted by this Agreement, including Federal and international copyrights, are reserved by Ethosoft.

27. COPYRIGHT

The Software, including its structure, organization, code, user interface and associated Documentation, is a proprietary product of Ethosoft 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.



28. OTHER

28.1 Reserved.

28.2 The Client agree to provide Ethosoft with all information, access and full good faith cooperation reasonably necessary to enable Ethosoft to provide the Services and The Client will perform the actions identified in The Client's order as The Client responsibilities.

28.3 The Client remain solely responsible for The Client regulatory compliance in connection with The Client use of the Services. The Client is responsible for making Ethosoft aware of any technical requirements that result from The Client regulatory obligations prior to entering into an order governed by this Agreement. Ethosoft will cooperate with The Client efforts to determine whether use of the standard Ethosoft Services offering is consistent with those requirements.

Certificate Of Completion

Envelope Id: 3D53F490-9B52-4E77-AFC5-EDECC3290B38
 Subject: 22RFP058A-CJC, Laboratory Information Management System
 Parcel ID:
 Employee Name:
 Source Envelope:
 Document Pages: 84
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Brian Jones
 141 Pryor Street
 Purchasing & Contract Compliance, Suite 1168
 Atlanta, 30303
 brian.jones@fultoncountyga.gov
 IP Address: 134.231.232.249

Record Tracking

Status: Original
 4/22/2026 2:27:34 PM
 Security Appliance Status: Connected
 Holder: Brian Jones
 brian.jones@fultoncountyga.gov
 Pool: StateLocal
 Location: DocuSign

Signer Events

Bill Moss
 bmoss@ethosoft.com
 President and CEO
 Ethosoft, Inc.
 Security Level: Email, Account Authentication
 (None)

Signature

Bill Moss
 Signature Adoption: Pre-selected Style
 Using IP Address: 71.204.54.107

Timestamp

Sent: 4/22/2026 2:32:47 PM
 Resent: 5/5/2026 10:22:02 AM
 Resent: 5/5/2026 1:48:28 PM
 Viewed: 5/5/2026 2:47:40 PM
 Signed: 5/6/2026 1:07:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 4/22/2026 3:38:29 PM
 ID: 26019079-86df-4891-9e97-47bd77876788

David Clark
 David.Clark@fultoncountyga.gov
 Director
 Public Works
 Security Level: Email, Account Authentication
 (None)

David Clark
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.174.59.10

Sent: 5/6/2026 1:07:43 PM
 Viewed: 5/6/2026 1:23:33 PM
 Signed: 5/6/2026 1:23:42 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/13/2017 1:07:14 PM
 ID: 62e0a41e-60ea-4640-a1cb-69bfc2cfa732

David Lowman
 David.Lowman@fultoncountyga.gov
 Supervising County Counsel
 Security Level: Email, Account Authentication
 (None)

David Lowman
 Signature Adoption: Pre-selected Style
 Using IP Address: 74.174.59.4

Sent: 5/6/2026 1:23:53 PM
 Viewed: 5/6/2026 1:25:21 PM
 Signed: 5/6/2026 1:31:13 PM

Electronic Record and Signature Disclosure:
 Accepted: 5/6/2026 1:25:21 PM
 ID: 4d84f1e8-5b45-4291-8044-6a28449e02d0

Nikki Peterson
 Nikki.Peterson@fultoncountyga.gov
 Chief Deputy Clerk to the Board of Commissioners
 Fulton County Government
 Security Level: Email, Account Authentication
 (None)

Completed
 Using IP Address: 74.174.59.10

Sent: 5/6/2026 1:31:22 PM
 Viewed: 5/6/2026 4:22:00 PM
 Signed: 5/6/2026 4:22:39 PM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 11/27/2017 1:39:37 PM
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts
harriet.thomas@fultoncountyga.gov
Chairman
Fulton County
Security Level: Email, Account Authentication
(None)

Robert L. Pitts

Signature Adoption: Pre-selected Style
Using IP Address: 74.174.59.10

Sent: 5/6/2026 4:22:48 PM
Viewed: 5/6/2026 4:46:32 PM
Signed: 5/6/2026 4:49:05 PM

Electronic Record and Signature Disclosure:
Accepted: 5/6/2026 4:46:32 PM
ID: 39cc298d-faf1-4b73-958d-dd81ad0a5803

Tonya Grier
tonya.grier@fultoncountyga.gov
Clerk to the Commission
Fulton County Government
Security Level: Email, Account Authentication
(None)

Tonya Grier



Signature Adoption: Uploaded Signature Image
Using IP Address:
2600:1700:c0f0:4020:adbe:a093:7c48:b7c
Signed using mobile

Sent: 5/6/2026 4:49:12 PM
Viewed: 5/6/2026 6:54:24 PM
Signed: 5/6/2026 6:54:40 PM

Electronic Record and Signature Disclosure:
Accepted: 10/27/2025 11:21:47 AM
ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	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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Brian Jones
brian.jones@fultoncountyga.gov
President-Elect
Fulton County Government
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/6/2026 6:54:49 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dian DeVaughn
dian.devaughn@futoncountyga.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 5/6/2026 6:54:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at glenn.king@fultoncountyga.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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