

Quote Prepared For:

Martin Santoyo
santoyom@armc.sbcounty.gov

Sales Representative:

Edwin Hammond ehammond@datainnovations.com

Bill To:

Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324
US

Ship To:

Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324
US

All prices denominated in **USD(\$)**

Payment Terms: **Net 45**

Product Summary	Total
Professional Services	\$17,500.00
Total:	\$17,500.00

Professional Services

Product Code	Product Name	License	Qty	Unit Price	Total
IM-SVC-01-U8H	Implementation Services for Instrument Manager Software Standard Upgrade		1	\$17,500.00	\$17,500.00

Standard upgrade package with implementation services as defined in the attached PS Appendix.

Customer's signature is required at the bottom of this quote; or issuance of a purchase order for the same amount referencing the quote number implies that customer accepts and agrees with all services, and terms and conditions as stated within the quote.

Professional Services Total: \$17,500.00

Total: \$17,500.00

Item	Description	Estimated Tax
Sales Tax	Estimated sales tax on Total \$17,500.00	\$0.00

Item	Description	Amount
Grand Total	Total amount including all product prices, billable expenses and estimated tax, as applicable.	\$17,500.00

PO & Mailing Address:

Data Innovations LLC
463 Mountain View Drive
Colchester, VT 05446

Payment Remittance Address:

Data Innovations LLC
PO Box 101978
Atlanta, GA 30392-1978
DUNS #96-490-0463
TAX ID: 51-0263969

Standard Terms & Conditions
1) About this Quote

Attached is the requested quote (the "Quote"). The Quote includes all of the items in which an interest was indicated. The included pricing proposal is intended to provide a price guarantee for a period of 90 days. Execution

of this Quote, submission of a purchase order or payment of the fees set forth on this Quote will be deemed Customer's acceptance of the pricing, specific time frames and terms and conditions set forth herein. Future Maintenance and Support Services ("M&S") amounts will be adjusted to reflect any software license purchased under this Quote.

2) Sales Tax

Sales tax (if applicable) will be invoiced upon acceptance of the terms of this quote.

3) Invoice and Payment Terms

All pricing is in set forth Currency, FOB Shipping Point. Prices are subject to change without notice. Unless otherwise set forth in a written agreement between the parties, Data Innovations LLC will invoice for the fees set forth in this Quote as of date of signature. Payment terms are 100% due and payable net 45 days from the date of invoice unless otherwise agreed to in a separate written agreement previously entered into between the parties.

4) Credit Card Payment Authorization

Customer authorizes Data Innovations LLC to charge its credit card the amount indicated above if less than or equal to \$25,000. Data Innovations LLC does not accept credit card payments greater than \$25,000. A receipt for the payment will be provided to Customer and the charge will appear on Customer's credit card statement.

5) Shipping Terms

Customers within the 48 contiguous States and the District of Columbia may use a UPS or FedEx account to cover the shipping fees or choose Data Innovations' flat-rate shipping. Data Innovations LLC's flat-rate shipping method is UPS Ground. For orders shipping outside of the 48 contiguous States and/or expedited shipping, customer must provide UPS or FedEx account. For orders shipping Internationally customer must provide UPS or FedEx account and Customs Broker contact information.

6) Entire Agreement

The Professional Services listed above are provided subject to the applicable terms and conditions set forth in the Professional Services Agreement dated September 14, 2021, (the "Agreement") This Quote and the Agreement represent the entire agreement between the parties and supersedes all other representations, proposals, discussions, undertakings, communications, agreements, advertisements, and understandings, whether oral or written, between the parties and shall govern and control with respect to the subject matter herein. Any terms or conditions appearing on the face or reverse side of any purchase order, acknowledgement, or confirmation that are different from or in addition to those described herein are hereby expressly rejected and shall not be binding on the parties, even if signed and returned, unless both parties hereto expressly agree, in an instrument separate from and in addition to the purchase order, acknowledgement, or confirmation, to be bound by such separate or additional terms and conditions.

Services Cancellation or Rescheduling Policy:

If Professional Services are cancelled, Customer is responsible for any expenses utilized up to the date of cancellation including pre-arranged travel expenses. If Professional Services are rescheduled, Customer is responsible for any expenses associated with rescheduling, including transportation change fees.

Above quoted Maintenance & Support is for the initial 12 months term.

Signature

San Bernardino County on Behalf of Arrowhead
Regional Medical Center

CLIENT SIGNATURE

Dawn Rowe, Chair, Board of Supervisors

PRINT

NAME DATE



DATA INNOVATIONS LLC PROFESSIONAL SERVICES APPENDIX

This Professional Services appendix (“**PS Appendix**”) sets forth the scope of the Professional Services to be provided by Data Innovations LLC (“**Data Innovations or DI**”) to **Customer** (as named on the quote to which this PS Appendix is attached, the “**Quote**”). This PS Appendix is subject to the terms and conditions of the Professional Services Agreement dated September 14, 2021, (the “**Agreement**”) This Quote and the Agreement (the “**Agreement**”), to which this PS Appendix is a supplement. All terms and conditions in the Agreement are incorporated by reference herein and shall remain unchanged and in effect. All Professional Services will be provided under this PS Appendix and terms and conditions of the Agreement. In the event of any conflict between the terms and conditions of this PS Appendix and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control. All definitions not set out in this PS Appendix shall have the meaning as set forth in the Agreement. Each of DI or Customer may be referred to as a “**Party**” or together the “**Parties**”.

1. DEFINITIONS.

- 1.1. “**Additional Software**” means third-party vendor software, licensed directly by Customer through its own suppliers and not sold or distributed by DI for use in connection with installation and use of IM.
- 1.2. “**Business Hours**” means Monday to Friday 8 am – 5 pm local time to Customer location.
- 1.3. “**Communication Plan**” means a documented outline of how DI will communicate important, ongoing IM Upgrade Service project related information to key Customer stakeholders.
- 1.4. “**Completed Project**” means this PS Appendix when it has been through the Project Closure process and has been closed as completed.
- 1.5. “**DI Customer Support Team**” means the DI personnel members that serve as primary contacts for customer support and maintenance of IM.
- 1.6. “**Discontinued Project**” means the status of this PS Appendix if it has been discontinued and closed out due to action or non-action from the Customer.
- 1.7. “**Driver**” means the software developed by DI to connect laboratory devices, information systems or Additional Software to IM.
- 1.8. “**Go-Live**” means the date IM and any associated Work Product delivered under this PS Appendix if applicable, become operational in a live Production environment.
- 1.9. “**Go-Live Deployment (Cutover) Plan**” means a documented list of steps needed to define the segment-relates tasks that drive a successful deployment to Production operations.
- 1.10. “**HA**” means high availability.
- 1.11. “**IM**” means DI’s proprietary software application, Instrument Manager™.
- 1.12. “**LIS**” means Laboratory Information System.
- 1.13. “**Major Release**” means a release with significant new or improved functionality within IM that DI in its sole discretion determines to release as a new Major Release.
- 1.14. “**Non-Production**” means the IM software environment that is not intended or utilized for Production operations.
- 1.15. “**On-Hold Project**” means a project that has be put into an ‘on-hold’ state due to action or non-action from the Customer. No Professional Services will be performed by DI during this time.
- 1.16. “**Period of Performance**” means the total amount of time during which all Professional Services shall be performed (as defined herein).
- 1.17. “**Production**” means the IM software environment that is intended for daily operational use by the intended end users.
- 1.18. “**Project Closure**” means the process DI will follow to transition the ‘in-progress’ IM Upgrade Service project to a ‘closed’ IM Upgrade Service project, which includes the handoff of the Customer environment to DI Customer Support Team.
- 1.19. “**Project Closure Document**” means the form, executed by DI and Customer, to formally close the IM Upgrade Service project and authorize the handoff to the DI Customer Support Team.
- 1.20. “**Project Closure Meeting**” means the final meeting of DI and the Customer to formally close the IM Upgrade Service project.
- 1.21. “**Project Governance**” means the set of rules, procedures and policies that determine how the IM Upgrade Service project is managed and overseen.
- 1.22. “**Project Initiation**” means the first contact/session between a DI assigned resource and the primary point of contact on the Customer team (“**PPOC**”). The objective of this meeting is to establish rapport, to ensure that product readiness activities have been completed, to align on project scope and objectives, to validate project resource assignments/availability, and to confirm key milestones and overall project timeline. This session allows the project planning to begin. This session serves as the start of the Period of Performance.



- 1.23. **“Project Initiation Meeting”** means the date of the first meeting between DI and the Customer to discuss the IM Upgrade Services.
- 1.24. **“Project Plan”** means a specific IM Upgrade Service project plan for an individual Customer that includes phase-based timelines, Customer and IM Upgrade Service project resource requirements and assignments, level of effort per task, timelines, Go-Live date(s) and potential associated risks.
- 1.25. **“Project Readiness Checklist”** means the document/file (provided by a DI to the Customer as part of the initial sales process) that Customer must complete to confirm that Customer has completed all necessary tasks, prerequisites and requirements necessary to initiate the IM Upgrade Services. This document will be submitted to DI by the Customer upon completion.
- 1.26. **“Project Status Meeting”** means a meeting with Customer to evaluate and monitor progress, reported issues and/or challenges against key IM Upgrade Service project milestones.
- 1.27. **“Smoke Testing” also referred to as “Build Verification Testing or Confidence Testing”**, means a software testing method used to determine if a release of IM is ready for promotion to Production use.
- 1.28. **“SOP(s)”** means standard operating procedure(s).
- 1.29. **“Validation Documentation”** means the Customer created documentation that supports the Customer Validation Testing of IM to ensure that it meets the intended Customer functional and user requirements.
- 1.30. **“Validation Guidebook”** is documentation provided by DI that provides guidance for employing a focused, risk-based approach to Validation Testing.
- 1.31. **“Validation Test Plan”** means the documented plan to identify the activities that need to be completed in order to establish compliance with the Customer requirements (verification) and to establish that the IM system will meet the Customer expectations.
- 1.32. **“Validation Testing”** means Customer’s quality assurance process of verifying that a software application meets the Customer needs and requirements of its key stakeholders.

2. DESCRIPTION OF PROFESSIONAL SERVICES.

- 2.1. **Description of Professional Services:** DI in conjunction with the Customer will perform the following Professional Services under this PS Appendix:

- 2.1.1. The IM Upgrade Service includes the upgrade of one (1) Production and one (1) Non-Production IM environment. The Production IM environment includes configuration of HA and/or DR as licensed and applicable to Customer’s end-state redundancy plan.
- 2.1.2. The IM Upgrade Service focuses on updating Customer’s current IM to a commercially available Major Release version of IM. The IM Upgrade Service involves planning, testing and implementation of the new IM version to ensure seamless transition without any disruption to the Customer’s business operations.

The implementation of Professional Services and the Customer responsibilities associated with the IM Upgrade Service offering are detailed in the IM Upgrade Service project phases as defined in the table below (“Phase(s)”). Depending on the type of upgrade being performed (in place upgrade or new hardware) implementation activities may differ slightly.

ACTIVITY	RESPONSIBLE PARTY	ESTIMATED DURATION	NOTE
Project Readiness Phase	Customer	0-2 weeks	The duration is dependent on Customer’s timelines; IM Upgrade Service project will not begin until this step is complete
Provide all server and network infrastructure required for IM to efficiently function	Customer		For new hardware upgrades, a new server will need to be procured
Download IM Full Installation (ISO) file to the server desktop(s)	Customer		
Copy IM Driver folder from the current Production IM to the server	Customer		
Supply a copy of the drive space and usage report to DI	Customer		
Provide Project Readiness Checklist to DI	Customer		



ACTIVITY	RESPONSIBLE PARTY	ESTIMATED DURATION	NOTE
Initiation & Planning Phase	Both	2 weeks	The Period of Performance will begin at this stage.
Review of IM Upgrade Service project scope	DI		
Identify resources for IM Upgrade Service project	Customer		
Develop Project Plan	DI		DI Technical Consultant will provide a Project Checklist.
Development of strategy and timeline for Validation Testing and Customer responsibilities	Customer		DI can provide support and guidance on this task if needed
Establish Communication Plan & Project Governance alignment	DI		
Participate in the Project Kick-off meeting	Both		
Build Phase	DI	2 weeks	Preparing the non-production environment to mirror production configuration.
Monitoring and control of IM Upgrade Service project risks	DI		
Participate in IM Upgrade Service Project Status Meetings	Both		
Prepare for & facilitate working session(s) to build out the Non-Production IM to mirror the current Production environment	Both		Only applicable for upgrades with new hardware introduced
Upgrade the Non-Production environment to the latest version of IM including: <ul style="list-style-type: none"> • Restore current Production Global Configurations (.GSB) to Non-Production instance • Upload current Production Drivers to Non-Production instance • Conduct installation and HA mirror setup of IM (if applicable) 	DI		
Develop and implement end-user training	Customer		If applicable
Develop and implement long-term application maintenance strategy and procedures	Customer		If applicable



ACTIVITY	RESPONSIBLE PARTY	ESTIMATED DURATION	NOTE
Validation Testing Phase	Both	1-6 weeks	Dependent on complexity of Customer's environment
Monitoring and control of IM Upgrade Service project risks	DI		
Participate in IM Upgrade Service Project Status Meetings	Both		
Provide Testing & Connectivity Dashboard	DI		
Develop Validation Test Plan	Customer		Based on Validation Guidebook and internal testing guidelines
Execute against Validation Test Plan	Customer		Document all results and report any issues
Provide support and troubleshooting	DI		Specific to issues related to IM functions and/or connectivity
Prepare completed Validation Documentation package	Customer		Will vary based on Customer's internal Validation Testing policies/requirements, internal security protocols, etc.
Deploy & Close	Both	1 week	Upgraded IM is implemented into the Production environment
Collaboration session to determine Go-Live Deployment Plan	Both		
Backup current Production IM instance in IM application	DI		
Upgrade/install the Production IM instance	DI		
Conduct Smoke Testing of upgraded IM	Both		
Import of validated IM configuration	DI		
Orders/results transmission checks	Customer		
Identify and report any issues to DI uncovered following Production Go-Live deployment	Customer		
Provide Go-Live Deployment support and troubleshooting related to the IM upgrade during Business Hours.	DI		Go-Live support to be provided during the defined Period of Performance
Shutdown old system	DI		Only applicable for upgrades with new hardware introduced



ACTIVITY	RESPONSIBLE PARTY	ESTIMATED DURATION	NOTE
Participate in Project Closure Meeting	Both		
Author DI Project Closure Document	DI		
Sign DI Project Closure Document	Customer		

3. WORK PRODUCTS & TIMELINE

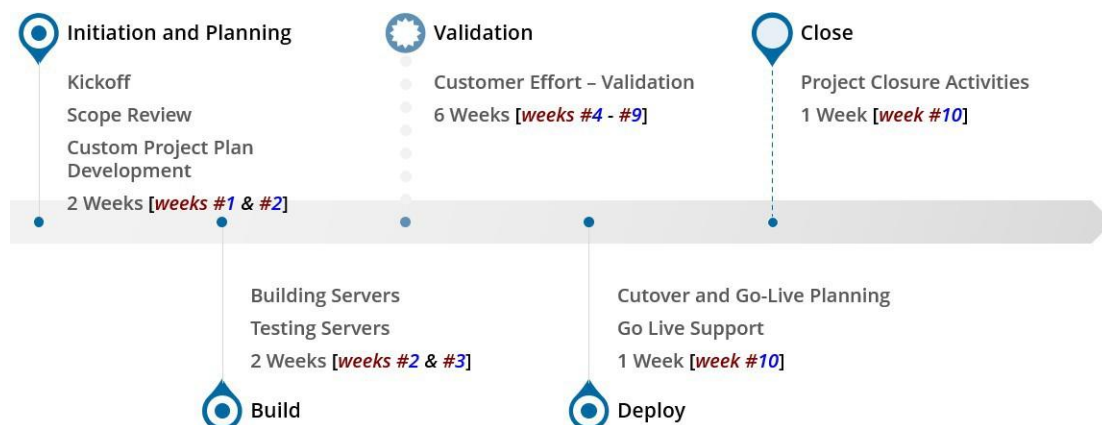
3.1 Work Product.

DI in conjunction with the Customer will deliver the IM Upgrade Service project Work Products listed in the following table. The actual sequence and timeline of the delivery of the Work Products will be determined by the Customer IM Upgrade Service project team based on guidance supplied in the DI Project Readiness Checklist and documented prior to the Project Initiation Meeting.

WORK PRODUCT	RESPONSIBLE PARTY	PROJECT PHASE
Project Readiness Checklist	Customer	Initiation & Planning
Prepared Hardware	Customer	Initiation & Planning
Project Initiation Meeting	DI, Customer	Initiation & Planning
Project Plan	DI	Initiation & Planning
Communication Plan	DI	Initiation & Planning
Project Kickoff Meeting	DI, Customer	Initiation & Planning
Non-Production Upgrade	DI, Customer	Build
Project Status Meetings	DI, Customer	Build
End User Training	Customer	Build
Validation Test Plan	Customer	Test
Validation Documentation	Customer	Test
Validation Test Execution	Customer	Test
Issue Management	DI, Customer	Test
Validation Testing Support	DI	Test
Go-Live Deployment Plan	DI, Customer	Deploy
Production Upgrade	DI, Customer	Deploy
Smoke Testing	Customer	Deploy
Go-Live Deployment Support	DI	Deploy
Project Closure Document	DI, Customer	Project Closure

3.2 Project Timeline

In alignment with DI's best-practice approach to IM Upgrade Service implementation, the following graphic identifies the IM Upgrade Service project key Phases against the anticipated overall IM Upgrade Service project timeline. The actual implementation service timeline is to be scheduled at a mutually agreed upon date and time by DI and the Customer.



4. ASSUMPTIONS/CONSIDERATIONS.



4.1. Delays and Scope Consideration:

- 4.1.1 Any Professional Service not explicitly identified in this PS Appendix is considered “out-of-scope” and assumed to be the responsibility of the Customer. Per the request of Customer, those items can be evaluated, considered, and (if agreed upon) addressed through the Change Management Process.
- 4.1.2 Pricing for this PS Appendix assumes Customer resources will be engaged to perform and complete its obligations for this IM Upgrade Service project throughout the Period of Performance from Project Initiation to Project Closure. If additional time is required to complete the IM Upgrade Services project due to Customer delays or related issues including but not limited to completion of Customer tasks outlined in Section 2. – Description of Services. If additional time beyond the Period of Performance is requested by Customer to continue delivery of the IM Upgrade Services, the additional time will be addressed via the Change Management Process.
- 4.1.3 Upgrade implementation for supporting Drivers is not included in the scope of this PS Appendix. If this task is determined to be necessary by both Parties, this will be considered and addressed via the Change Management process.
- 4.1.4 Any delays in the completion of the LIS build, instrument readiness to connect to IM, data collection necessary for IM configuration, completion of any pre-requisite tasks, network issues, or server procurement will delay the start of this project and/or result in additional effort and costs against the potential breach in Period of Performance.

4.2. Project Readiness Checklist:

- 4.2.1 Customer will be provided with the DI Project Readiness Checklist, which must be completed in advance of the project being initiated. Upon DI receipt of the completed Project Readiness Checklist file, the required DI team members will be assigned. A DI project team member will contact the Customer directly to initiate the project delivery.
- 4.2.2 By returning the Project Readiness Checklist, the Customer agrees that Lab, IT and Network resources are available to start work and be fully engaged in the project.
- 4.2.3 If the Project Readiness Checklist gets returned to DI incomplete, the Customer agrees that DI Professional Services will assist in answering/completing the requirements, however these activities will count against the Period of Performance.

4.3. Validation Testing Requirements:

- 4.3.1 An authorized Customer representative is responsible for the creation and execution of the Validation Testing Plan, per applicable laboratory regulatory requirements and Customer-specific SOPs. Customer is expected to follow the focused, risk-based approach outlined in the Validation Guidebook for testing.
- 4.3.2 Changes or delays to the Validation Plan and timeline may cause additional effort to be estimated and cost incurred.

4.4 IM System:

- 4.4.1 Customer has been given access to supporting DI technical documentation (IM Administrator Guide, IM Specifications, etc.) in support of the IM Upgrade Service project. Customer is assumed to have completed review of this documentation in preparation for project delivery.
- 4.4.2 Customers with multiple IM systems on different IM versions must have a plan for end users to access each system from a workstation with a matching IM version installed.
- 4.4.3 Customer is responsible for ensuring patient IDs and specimen IDs arriving in IM from all upstream systems are unique. Unique patient and specimen IDs are required to prevent issues with testing and potential patient safety issues caused by mismatched patient demographics when specimen or patient IDs overlap and are used to identify different patients.

4.4. Server Procurement, IM Analyst Access and Long-Term Application Maintenance:

- 4.4.1 Customer is responsible for procurement and support of all necessary servers on which the IM application is installed and run.
- 4.4.2 Customer is responsible for IT network support and troubleshooting for all networks with IM servers and/or networks with instruments included in scope to be connected to the IM servers.
- 4.4.3 Customer IT/Network resources will confirm network compatibility between the network where IM servers are installed and all networks with instruments expected to connect to IM.
- 4.4.4 Customer IM Analyst(s) are required to have appropriate access and permissions to the server for the duration of the project. Delays in obtaining appropriate access may delay the overall project timeline, which may lead to a breach in Period of Performance.
- 4.4.5 Customer will be responsible for communicating any changes to their technical/server architecture or configuration that may impact or influence the performance of DI software solutions.
- 4.4.6 Customer is responsible for the long-term application and server maintenance of their IM system. The IM Maintenance strategy can be developed with DI Consultant support if needed, as part of the implementation plan.



4.4.7 Customer must have appropriate server and user permissions granted to enable Drivers to be downloaded from My DI Community to the server(s) where IM is installed.

5. STAFFING REQUIREMENTS

- 5.1 The DI team will assign one (1) Project Manager and one (1) Technical Consultant to deliver the scoped IM Upgrade Service and to provide support to the Customer regarding the IM Upgrade Service process.
- 5.2 The Customer will be responsible for providing IM Upgrade Service project team resources proficient in IM, Laboratory, Network / IT, and installed LIS. Customer resources are expected to perform the functions of these roles over the defined IM Upgrade Service project Phase durations identified in this document.
- 5.2.1 The level of effort for each required role will likely be determined by Customer's security protocols, software validation SOPs, etc.
- 5.2.2 Some personnel may fulfill more than one role (example: A Laboratory Resource can also fulfill the IM Analyst role if qualified)
- 5.3 Customer personnel assigned to work on the matters related to the Professional Services will be qualified for the tasks for which they are assigned.

Role	Responsibilities
Project Sponsor	The Project Sponsor will work with the assigned DI resource to set IM Upgrade Service project expectations, identify resource availability, and set timelines for service. They serve as the escalation point for IM Upgrade Service project issues from Project Initiation through Project Closure.
Primary Point-of-Contact	The Project Manager (PM) / Primary Point-of-Contact ("PPOC") will work with the assigned DI resource to develop and manage Customer's IM Upgrade Service project timelines, set milestones, and adjust resources as necessary, act as the primary point of escalation for issues risks, and other project related escalations, and provide sufficient contact information for the individual to be reached during Customer's business hours. The PPOC serves as the direct contact, and decision maker, for IM Upgrade Service project from Project Initiation through Project Closure.
IM Analyst	The IM Analyst is responsible for the IM configuration and maintenance as well as the development of new workflows in conjunction with the Validation of the Upgrade service. The IM Analyst should have access to the DI Customer portal "My DI Community," and be proficient in the use of IM.
IT / Network Resource	The IT / Network Resource is responsible for the Customer server build(s) and design of technical solutions to address connectivity needs and problems between the instruments, IM, and the LIS.
LIS Analyst	The LIS Analyst is responsible for the LIS interfaces, placing orders, and/or confirming results.
Laboratory Resource	The Laboratory Resource or subject matter expert ("SME") is responsible for all Phases of validation to include development of testing and review of documentation.

6. CHANGE MANAGEMENT PROCESS

Customer acknowledges and agrees that this SOW is only for the performance of the Professional Services scoped herein and that DI has scoped the Professional Services in this PS Appendix based on the Customer provided information and projected Customer technical skills and time commitment required for the performance of such Professional Services. If after the Effective Date of the SOW i) DI determines that the information provided was not accurate, ii) the information changes, and/or iii) Customer is not able to provide personnel at the technical level, or time-commitment level originally contemplated in the scope of Professional Services, an adjustment to the scope of Professional Services may have to be made by DI, and such adjustment may require an increase in the Professional Services Fees. Further, if Customer requests DI perform Professional Services beyond those scoped herein, and/or necessary changes are identified, an adjustment to the scope of this SOW will have to be made by DI, and such adjustment may require an increase in the Professional Services Fee.

Changes are broadly defined as work activities not originally planned for as defined by the PS Appendix including, but not limited to:

- Driver enhancements, if Driver development is required.
- Requests for DI consultation and support of Customer testing activities that led to an extension of the Validation Testing Phase
- Participation in activities not previously included in the PS Appendix's list of work activities.
- Provision or development of Work Products not included in the PS Appendix.
- A change in responsibilities including reallocation of IM Upgrade Service project staffing.
- Any rework of completed activities or accepted Work Products.



Prior to any change taking affect, a Change Order will be entered into between DI and the Customer to , to document the revisions to this PS Appendix and the applicable quote, if necessary. DI shall have no obligation to begin work on any additional Professional Services prior to the Change Order being in place.

7. **PERIOD OF PERFORMANCE.**

The Period of Performance for this PS Appendix shall take effect as of the Project Initiation Meeting date and shall remain in effect for a term of **twelve (12) weeks** or until the scope of Professional Services outlined herein have been completed, whichever occurs first. The Period of Performance may only be modified or extended by mutual agreement of the Parties through the Change Management Process outlined in Section 6.0.

During the Period of Performance, the status of an IM Upgrade Service project may be transitioned by DI to a On Hold Project due to action or non-action of the Customer. This PS Appendix will only remain in a status of "On-Hold" during the outlined Period of Performance.

The Customer will have the ability to restart an On-Hold Project, if it is within the defined Period of Performance, through the completion of a Change Order. However, putting a project On-Hold will not extend the Period of Performance.

If the Period of Performance has ended, and this PS Appendix has not been completed due to Customer's unresponsiveness or lack of engagement, DI may close out this PS Appendix as a Discontinued Project unless otherwise agreed to by the parties under a Change Order. If this PS Appendix is closed as a Discontinued Project, Customer forfeits all monies already paid.

If this PS Appendix has been closed out as a Discontinued Project, Customer may request that a Discontinued Project be re-engaged by DI. To reengage a Discontinued Project a new PS Appendix must be agreed to by the Parties, and there will be a "Reengagement Fee" of 20% the original IM Upgrade Services fees.

8. **NOTIFICATIONS**

Any notifications pertaining to the Change Management and/or Period of Performance updates, included putting this IM Upgrade Service project On-Hold and/or closing it as a Discontinued Project will be sent via email to the Customer PPOC.

9. **SUBCONTRACTING.**

DI may subcontract its performance of the Professional Services set forth in this PS Appendix, to U.S. HealthTek, Inc. Customer's execution of this Quote, or submission of a purchase order that specifically references the Quote number and has a value that matches the value of the Quote, is Customer's acknowledgment and agreement to DI's subcontracting of the IM Upgrade Services under this PS Appendix.