

**Quote Prepared For:**  
 Martin Santoyo  
 santoyom@armc.sbcounty.gov

**Sales Representative:**  
 Edwin Hammond  
 571-245-3627  
 ehammond@datainnovations.com

**Bill To:**  
 San Bernardino County  
 385 N. Arrowhead Avenue  
 San Bernardino, CA 92415  
 US

**Ship To:**  
 Arrowhead Regional Medical Center  
 400 North Pepper Avenue  
 Colton, CA 92324  
 US

All prices denominated in **USD(\$)**  
 Payment Terms: **Net 30**

Year 1

Product Summary	Total
IM™ Subscription Software	\$32,375.00
Training	\$6,600.00
<b>Year 1 Total:</b>	\$38,975.00

Year 2

Product Summary	Total
IM™ Subscription Software	\$32,375.00
<b>Year 2 Total:</b>	\$32,375.00

Year 3

Product Summary	Total
IM™ Subscription Software	\$32,375.00
<b>Year 3 Total:</b>	\$32,375.00

<b>Total:</b> \$103,725.00
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Year 1

Product Code	Product Name	Qty	Unit Price	Total
IM-CX-PRM	Instrument Manager™ Premium Subscription Interface Connection	13	\$1,750.00	\$22,750.00
Adds one interface connection license to the Instrument Manager™ Premium Subscription.				
IM-EU-PRM	Instrument Manager™ Premium Subscription End User Connection	3	\$1,750.00	\$5,250.00
Adds one End User connection license to the Instrument Manager™ Premium Subscription to concurrently access the Instrument Manager™ system from any remote network location.				
IM-EU-PRM-TEST	Instrument Manager™ Premium Subscription End User Connection for Test	1	\$875.00	\$875.00
Adds one End User connection license to the Instrument Manager™ Premium Subscription for Test to concurrently access the Instrument Manager™ Test system from any remote network location.				
IM-CX-PRM-TEST	Instrument Manager™ Premium Subscription Interface Connection for Test	4	\$875.00	\$3,500.00
Adds one interface connection license to the Instrument Manager™ Premium Subscription for Test.				
TR-IMC-11	Instrument Manager™ Core Training	2	\$3,300.00	\$6,600.00

Instrument Manager™ Comprehensive Core Trainings are designed to provide participants with a well-rounded understanding of our system and solutions through a structured series of four essential courses. These courses can be taken individually or as a complete series, depending on the participant's learning needs and availability. Seats are interchangeable. Attendees are able to select from the following trainings:

**Instrument Manager™ Fundamentals 2.0**

Instrument Manager™ Fundamentals 2.0 is a self-paced course that guides learners through basic IM™ system navigation and functions in a virtual lab environment. It focuses on configuring, connecting, and troubleshooting to ensure smooth laboratory operations. Access to learning modules through DI's Learning Management System will be provided to each registered participant for a period of forty-five (45) days. Participants may communicate to Data Innovation's staff for questions about the course content via email with the opportunity to schedule one-on-one sessions if needed.

Product Code	Product Name	Qty	Unit Price	Total
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**Foundations of Rule Writing in Instrument Manager™**

Foundations of Rule Writing is an immersive learning journey. This blended course introduces the techniques of rule writing while focusing on the fundamentals needed to successfully incorporate rules into a lab workflow. The curriculum includes writing, testing, and managing rules within a virtual lab environment. Participants should have a basic knowledge of Instrument Manager™ and the internal laboratory workflows prior to enrolling in this course.

**Advanced Concepts of Rule Writing in Instrument Manager™**

This high-impact blended course is designed for experienced professionals looking to push the boundaries of what's possible within Instrument Manager™'s Rules Engine! With a focus on advanced concepts and real-world application, participants will dive deep into complex rule construction, explore powerful Data Elements for specialized workflows, and perform intricate calculations to automate critical processes. Participants must complete Foundations of Rule Writing prior to enrolling in this course.

**Mastering Autoverification Rule Sets in Instrument Manager™**

This advanced-level virtual instructor led training is designed to provide participants with in-depth knowledge and hands-on experience creating and managing AV (Autoverification) rule sets within Instrument Manager™. Participants will learn how to perform data collection, design, create, test, and document AV rules to optimize laboratory workflows. The program focuses on applying advanced concepts and techniques, ensuring that learners are equipped to handle complex scenarios and build robust AV solutions. Participants must complete Advanced Concepts of Rule Writing prior to enrolling in this course.

Discounts applied for packages of five (5) or more.

**Year 1 Total:** \$38,975.00

**Year 2**

Product Code	Product Name	Qty	Unit Price	Total
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IM-CX-PRM	Instrument Manager™ Premium Subscription Interface Connection	13	\$1,750.00	\$22,750.00
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Adds one interface connection license to the Instrument Manager™ Premium Subscription.

IM-EU-PRM	Instrument Manager™ Premium Subscription End User Connection	3	\$1,750.00	\$5,250.00
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Adds one End User connection license to the Instrument Manager™ Premium Subscription to concurrently access the Instrument Manager™ system from any remote network location.

IM-EU-PRM-TEST	Instrument Manager™ Premium Subscription End User Connection for Test	1	\$875.00	\$875.00
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Adds one End User connection license to the Instrument Manager™ Premium Subscription for Test to concurrently access the Instrument Manager™ Test system from any remote network location.

IM-CX-PRM-TEST	Instrument Manager™ Premium Subscription Interface Connection for Test	4	\$875.00	\$3,500.00
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Adds one interface connection license to the Instrument Manager™ Premium Subscription for Test.

**Year 2 Total:** \$32,375.00

Year 3

Product Code	Product Name	Qty	Unit Price	Total
IM-CX-PRM	Instrument Manager™ Premium Subscription Interface Connection	13	\$1,750.00	\$22,750.00
Adds one interface connection license to the Instrument Manager™ Premium Subscription.				
IM-EU-PRM	Instrument Manager™ Premium Subscription End User Connection	3	\$1,750.00	\$5,250.00
Adds one End User connection license to the Instrument Manager™ Premium Subscription to concurrently access the Instrument Manager™ system from any remote network location.				
IM-EU-PRM-TEST	Instrument Manager™ Premium Subscription End User Connection for Test	1	\$875.00	\$875.00
Adds one End User connection license to the Instrument Manager™ Premium Subscription for Test to concurrently access the Instrument Manager™ Test system from any remote network location.				
IM-CX-PRM-TEST	Instrument Manager™ Premium Subscription Interface Connection for Test	4	\$875.00	\$3,500.00
Adds one interface connection license to the Instrument Manager™ Premium Subscription for Test.				
<b>Year 3 Total:</b>				\$32,375.00

<b>Total:</b> \$103,725.00
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Item	Description	Estimated Tax
Sales Tax	Estimated sales tax on Total \$103,725.00	\$0.00

Item	Description	Amount
<b>Grand Total</b>	Total amount including all product prices, billable expenses and estimated tax, as applicable.	<b>\$103,725.00</b>

**Additional Notes**

The IM™ Subscription License (Premium) includes a Production System and a Test System with:

- High Availability
- Disaster Recovery
- Specimen Management
- Sample Archival
- Specimen Routing
- Manual Results Entry
- Peer & Daily QC Integration (Bio-Rad Unity Real Time, Thermo LabLink xL, and TechnoPath)
- Open Data Exchange Connection
- Moving Averages

NOTE: DMS Connections and Light Pole Connections can be added, as needed.

The Instrument Manager™ solution listed above is licensed to Customer on a subscription basis for a set subscription term of: Three (3) Years ("Subscription Term")

Invoicing Terms: DI will invoice Customer for the total fees due for the Subscription Term as follows:

- Year 1 - Upon signature of SOW and PO received by Customer and SOW milestones
- Year 2 - Annually prior to start date of Year 2
- Year 3 - Annually prior to start date of Year 3

Additional Purchases: If Customer purchases any additional add-on Instrument Manager™ connections or End User connections to production or test systems during the IM™ Subscription Term, at the time of purchase, the Fees for the add-ons shall be pro-rated into the Fees due for the remaining years left in the Subscription Term.

**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 ninety (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 U.S. currency. Prices are subject to change without notice. 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 thirty (30) days from the date of invoice unless otherwise agreed to in a separate written agreement previously entered into between the Parties.

- IM™ Subscription Software (Premium) Subscription Fees:
  - Year 1 – Upon execution of this Quote
  - Year 2 – Annually prior to start date of Year 2
  - Year 3 – Annually prior to start date of Year 3

#### **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) Delivery and Term**

DI will deliver the Software license(s) electronically to Customer upon execution of this Quote. Activation Codes for the new Subscription Term will be furnished within three (3) business days from receipt of payment. The new Subscription Term shall be defined by the Term dates noted above and renewed by the Term End Date.

#### **6) Entire Agreement**

The Software, Maintenance and Support Services, and/or Subscription Services listed above are provided subject to the applicable terms and conditions set forth in Exhibit A – Data Innovations End User License Agreement (EULA) – Instrument Manager (Subscription) – DOC ID 4136, V34.0, and Exhibit B – Data Innovations LLC Agreement for Instrument Manager™ (Subscription) Maintenance and Support Services attached to this Quote (the "Contract"). The Contract and this Quote and the applicable terms and conditions 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.

#### **7) Training Services:**

For any virtual training classes or training services provided at U.S. regional training locations:

In the event a trainee cannot complete the program for which they are registered (i.e. misses all or significant portion of an individual day), they will not be readmitted to that week's class and will be charged full-price for the program.

**8) Expiration of Training Seats:**

All training seats invoiced pursuant to Statement of Work O-00160759 (the "SOW") must be used by Customer within ninety (90) days of said SOW closure and/or SOW being placed on hold. After the ninety (90) day period, any unused training seats shall be deemed delivered under the applicable invoice unless otherwise agreed upon in a Change Order to the SOW between a DI Technical Training Manager and an authorized representative of Customer. Training seats purchased outside of a SOW, pursuant to a quote only, must be used within twelve (12) months from the date invoiced. At the end of the twelve (12) month period, any unused training seats shall be deemed delivered under the applicable invoice.

**9) Training Cancellation or Rescheduling Policy:**

Requests to cancel or reschedule training must be sent to the DI North America training team at: northamerica-training@datainnovations.com at least thirty (30) calendar days prior to scheduled training start date.

If training rescheduling requests are received at least thirty (30) calendar days prior to start date, trainees can be rescheduled for an available seat in a comparable program at either in person or virtually. Data Innovations LLC cannot guarantee seat availability for training at the original site for which trainee had been scheduled.

Rescheduling requests or cancellations made less than thirty (30) calendar days prior to start date, or no shows, are subject to a rescheduling fee up to the full price of the training seat.

**10) Counterparts:**

This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The Parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request. The parties mutually agree that the agreement shall only be executed by duly authorized representatives.

**IN WITNESS WHEREOF**, Customer and DI have executed this Quote as of the dates of signature below.

**Data Innovations LLC**

Signed by: Matt Wilcox  
Signature: Matt Wilcox  
Signer Name: Matt Wilcox  
Reason: I approve this document  
Signing Time: 5/14/2026 | 9:50:01 AM EDT  
Printed Name: Matt Wilcox  
F97AE9FB829A40F2994F20E44C8E21B4  
  
VP Finance  
Title: \_\_\_\_\_  
5/14/2026  
Date: \_\_\_\_\_

**San Bernardino County on behalf of  
Arrowhead Regional Medical Center**

Signature: \_\_\_\_\_  
Printed Name: Dawn Rowe  
  
Chair, Board of Supervisors  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE CHAIR  
OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**EXHIBIT A – DATA INNOVATIONS END USER LICENSE AGREEMENT (EULA) – INSTRUMENT MANAGER  
(SUBSCRIPTION) – DOC ID 4136, V34.0**

**EXHIBIT B – DATA INNOVATIONS LLC AGREEMENT FOR INSTRUMENT MANAGER™ (SUBSCRIPTION)  
MAINTENANCE AND SUPPORT SERVICES**