



SPECTra Contract

Manchester University NHS Foundation Trust

Quote Q-2469

7-Jul-22 | Adam Anthony Brown | V.2



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1. Authorisation

1.0 LabLogic

Date of Contract	01/08/2022
Authorised Representative	
Name	Adam Brown
Email	abrown@lablogic.com
Phone	+44 0114 2677 267
Signature	
Date	18/07/2022

1. Customer

Authorised Representative	
Name	Dan Prescott
Email	dan.prescott@mft.nhs.uk
Phone	0161 276 4878
Signature	
Date	18 July 2022

2. Contract Details

Date of Contract Start (Implementation Project)	01/08/2022
Expected End Date (Implementation Project)	30/06/2023

3. Maintenance Contract Details

Contract Start	01/01/2023
Contract Length	5 Years plus optional 2 x additional 12 months.
Earliest termination	01/01/2024
Termination Notice	1 Month

4. Software Licence Agreement

1. Software Licence

All items of software written by LabLogic Systems Ltd are licenced products. LabLogic Systems Ltd reserves all distribution rights to all its software. Use of these products is prohibited without a valid licence agreement below. The master copies for the software are enclosed in a sealed envelope. By opening that envelope or by using the software you indicate your compliance with the accompanying licence agreement. Before using any of these products, the licence agreement should be read and understood.

The licence agreement explicitly limits the duplication and use of these products. Any uses of these products that might lead to the creation of or distribution of unauthorized copies of these products, will be a breach of the licensing agreement and LabLogic Systems Ltd will exercise its right to reclaim the original and all copies derived in whole or in part as well as to pursue any appropriate legal action.

2. Copyright

Copyright © 2008 by LabLogic Systems Ltd. All rights reserved. No part of this publication may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language or computer language, in any form or by any means, electronic, mechanical, magnetic, optical, chemical, manual or otherwise, without prior written permission of LabLogic Systems Ltd, Paradigm House, 3 Melbourne Avenue, Broomhill, Sheffield, S10 2QJ. UK.

3. Disclaimer

LabLogic Systems Ltd shall be under no liability in the event of the failure to install any product otherwise than in accordance with the manuals, installation instructions and licensing agreements for the time being in force. Further, the liability of LabLogic Systems Ltd shall not extend to any loss of an economic nature arising from the installation of software howsoever caused. LabLogic Systems Ltd reserves the right to revise this publication and to make changes from time to time in the content hereof without obligation of LabLogic Systems Ltd to notify any person of such revision or changes.

4. Trademarks

Any words used in this manual which are trademarks are acknowledged as such.

5. End User Licence Agreement

LabLogic Systems Ltd agrees to grant and the End User agrees to accept on the following terms and conditions a non-transferable and non-exclusive licence to use the serialized software program(s) herein delivered.

1. Term of Licence

This agreement is effective from the date of receipt of the above referenced program(s) and shall remain in force until terminated by the End User or by LabLogic Systems Ltd as provided below. Opening of the sealed media envelope and/or use of the program(s) supplied implies that the End User accepts all the terms and conditions of this agreement without exception, deletion or alteration. If this is not acceptable, return the program(s) unopened, intact and unused to LabLogic Systems Ltd immediately. LabLogic Systems Ltd may discontinue any licence or terminate this agreement if the End User fails to comply with any of the terms and conditions of this agreement.

2. Scope of Licence

Each program licence granted under this agreement authorizes the End User to use the Licenced Program in any machine-readable form on any single geographical site. A separate licence is required for each server on which the Licenced Program will be used except as specified in (3) below. This agreement and any of the licences, programs or materials to which it applies may not be sold, assigned, sub-licensed or otherwise transferred by the End User without the prior written consent of LabLogic Systems Ltd. No right to print, copy or otherwise reproduce in whole or in part the Licenced Programs or any of the associated documentation is granted except as hereinafter expressly provided.

3. Permission to Copy Licenced Programs

Any Licenced Programs which are provided by LabLogic Systems Ltd in machine-readable form may be copied in sufficient numbers for lawful use by the End User with the designated system for backup purposes or for archive purposes. The End User agrees to maintain appropriate records of the number and locations of all such copies of licenced programs. The End User shall not copy in whole or in part any Licenced Documentation which is provided by LabLogic Systems Ltd in printed form under this agreement. Additional copies of printed documentation may be acquired from LabLogic Systems Ltd.

4. Protection and Security

The End User agrees not to provide or otherwise make available any Licenced Program to any person other than the End User's or LabLogic Systems Ltd's employees without prior written consent from LabLogic Systems Ltd.

5. Discontinuance

If LabLogic discontinue the licence under this agreement due to the End User breaking the terms of the agreement, the End User will confirm in writing to LabLogic Systems Ltd that to the best of his knowledge, the original and all copies in whole or in part in any form, of the Licenced Programs have been destroyed.

6. Limitations of Liability

LabLogic Systems Ltd makes no express or implied warranties of any kind with regard to the performance or fitness of purpose for any LabLogic Systems Ltd software. LabLogic Systems Ltd is not responsible for any loss or inaccuracy or disclosure of data of any kind. Furthermore LabLogic Systems Ltd shall not be liable for any loss of profits, loss of business, loss of sales or loss of goodwill or any similar economic loss, whether through negligence of LabLogic Systems Ltd or not.

7. Governing Law

The construction, validity and performance of this agreement shall be governed by the Law of the country of the defendant. (England for both parties)

5. Software Maintenance Service Overview

A software maintenance contract provides technical and application support, with immediate answers to any questions you may have. It also future-proofs your investment by providing free and discounted upgrades, as well as priority implementation of new feature requests.

Description	Included
Unlimited technical support	Yes
2 hour priority response	Yes
Free upgrades within version	Yes
Discounted upgrades to new versions	Yes
Full access to software release notes	Yes
Suggested validation of software changes	Yes
Software development requests	Yes
Discounted training options	Yes
ESCROW agreement	Yes

1. Software Development

Customers on a support contract can directly influence the development of the software. We are able to prioritise requests for change from customers with a support contract; we work with you to add new functionality and build the system around your needs.

2. Technical Support

Our team includes experienced help-desk and industry professionals who can offer support by e-mail, remote online assistance and telephone. You will have unique access to our software developers, our Quality Assurance personnel who can advise on validation requirements, as well as industry specialists who are renowned for their knowledge of our products and their applications.

3. Free Upgrades

Customers on a support contract are entitled to free releases within a specified major version. Each release is accompanied with detailed software release note documentation, enabling customers to track changes and identify the benefits of implementation of the new release, as well as getting guidance on appropriate validation and testing of the change. Future-proof your software; upgrades to new major versions are available at a significantly reduced cost to customers on a support contract. Customers on a contract also have ESCROW agreements for source code access and regulatory authority inspection.

6. Software Maintenance Agreement

This Agreement refers to software manufactured and released by LabLogic Systems. During the continuance of this Agreement the Licensor (LabLogic Systems) shall provide the Licensee (licensed user of the software) with the following maintenance services:

1. Terms and Conditions

1. Error Correction

- a. If the Licensee discovers that the Current Release fails to fulfil any part of the Specification then the Licensee shall within 7 days after such discovery notify LabLogic in writing of the defect or error in question and provide LabLogic (so far as the Licensee is able) with a documented example of such defect or error and detailing if possible the circumstances in which the defect or error arose
- b. LabLogic shall then use its reasonable endeavours to correct promptly such defect or error, if this error is corrected in a later release, offering this release shall constitute correction
- c. The foregoing error correction service shall not include service in respect of:
 - a. defects or errors resulting from any modifications of the Current Release made by any person other than the Licensor;
 - b. any version of the Licensed Programs other than the Current Release;
 - c. incorrect use of the Current Release or operator error;
 - d. any fault in the Equipment or in any programs used in conjunction with the Current Release;
 - e. defects or errors caused by the use of the Current Release on or with equipment (other than the Equipment) or programs not supplied by or approved in writing by the Licensor provided that for this purpose any programs designated for use with the Current Release in the Specification shall be deemed to have the written approval of the Licensor;
 - f. any modification of the Current Release if such modification would result in a departure from the specification;
 - g. the combination of the Current Release and any other programs which form a combined work
- d. LabLogic shall make an additional charge in accordance with its standard scale of charges from time to time in force for any services provided:
- e. at the request of the Licensee but which do not qualify under the error correction service by virtue of any of the exclusions referred to in paragraph c above;

2. Releases

- a. LabLogic shall promptly notify the Licensee of any improved version of the Licensed Programs which the Licensor shall from time to time make available to its licensees. The Licensor shall provide with such notification an explanatory memorandum specifying the nature of the improvements. While it is acknowledged by the Licensee that the explanatory memorandum may not be equivalent to a detailed specification of the new Release it shall contain sufficient information to enable the Licensee to judge whether the new Release will be appropriate to the Licensee's requirements. Updating the web page with this information shall satisfy this requirement.

- b. If the Licensee accepts the new Release then such Release shall thereby become the Current Release and the provisions of this Agreement shall apply accordingly. The previous release may be retained only for archive purposes.
- c. The Licensee acknowledges that failure to accept the new Release may affect the availability of the Maintenance Services.

3. Advice

- a. LabLogic will provide the Licensee with such technical advice (hereinafter 'Support') by telephone, email, remote on-line assistance or facsimile transmission during the Working Day as shall be necessary to resolve the Licensee's difficulties and queries in using the Current Release. LabLogic will use its reasonable endeavours to have a software engineer on location the next day after a reported problem not curable by either telephone or support of the supply of software. Location or site visits by a software engineer may be charged extra.
- b. All problems reported by telephone shall be confirmed in writing setting out details to the fullest extent possible and transmitted to LabLogic by facsimile or email.

4. DOH, FDA, HPB and EPA Inspection Opportunity

- a. The Licensor will allow Bona Fide direct employees of either
 - 1. DOH - Department of Health, UK
 - 2. FDA - Food and Drug Administration, USA
 - 3. HPB - Health Protection Board, Canada
 - 4. EPA - Environmental Protection Agency, USA
 - 5. Similar bodies in other countries

to view the source code and software development procedures of the licensed Programs subject to provisions below:

- b. The Inspectors prove to the satisfaction of the Licensor that they are DOH, FDA, HPB or EPA officials employed directly by the DOH, FDA, HPB or EPA and not sub-contractors or agents in any way.
- c. The Inspectors sign an undertaking to accept the confidentiality provisions contained in this Agreement and keep confidential any information gained or opinion formed as a result of their inspection.
- d. LabLogic will allow a quality assurance audit by the Licensee's personnel to be performed at such facility as shall be acceptable to LabLogic for purposes of auditing the Licensor's records of the development of the Licensed Programs. Such audit will include but will not be limited to training records for programmers, testing records and archiving. The Licensee's personnel will comply with the terms outlined in Clause 4c of this Agreement. LabLogic at its discretion may make a charge for time spent in this way.

2. Licensee's Obligations

During the continuance of the Agreement the Licensee shall:

- i. use only the Current Release and/or such Releases as the Licensor in its absolute discretion permits upon its written consent
- ii. ensure that the Current Release and the Equipment are used in a proper manner by competent trained employees only or by persons under their supervision
- iii. keep full security copies of the Current Release and of the Licensee's data bases and computer records in accordance with best computing practice
- iv. not alter or modify the Current Release or the Program Documentation in any way whatever nor permit the Current Release to be combined with any other programs to form a combined work
- v. not request, permit or authorise anyone other than the Licensor to provide any maintenance services in respect of the Current Release or the Program Documentation
- vi. co-operate fully with the Licensor's personnel in the diagnosis of any error or defect in the Current Release or the Program Documentation
- vii. make available to the Licensor free of charge all information facilities and services reasonably required by the Licensor to enable the Licensor to perform the Maintenance Services including without limitation computer runs, core dumps, printouts, data preparation, office accommodation, typing and photocopying
- viii. provide such telecommunication facilities as are reasonably required by the Licensor for testing and diagnostic purposes at the Licensee's expense
- ix. provide a suitable vehicle parking facility for use by the Licensor's personnel when visiting the Licensee's premises which is free from any legal restrictions
- x. ensure in the interest of health and safety that the Licensor's personnel, while on the Licensee's premises for the purposes of this Agreement, are at all times accompanied by a member of the Licensee's staff familiar with the Licensee's premises and safety procedures
- xi. identify in writing those employees of the Licensee who are to communicate with the Licensor for the purposes of receiving the Maintenance Services

3. Duration

This Agreement commences on the Contract Start Date, and remains in force thereafter unless either the conditions of this agreement are breached in which case written notice by the other party must be given with an opportunity for a corrective response if possible within 30 days or the Licensee may give LabLogic a written notice of termination of not less than three months for termination on the anniversary of the Contract Start Date.

4. Proprietary Rights and Licence

The Current Release (and all corrected versions thereof and all other Releases) the Program Documentation and the Specification and all parts thereof and the copyright and other intellectual property rights of whatever nature therein are and shall remain the property of the Licensor. The provisions of the Licence Agreement shall apply to the Current Release, the Program Documentation and the Specification as such provisions are expressed to apply to the Licensed Program materials.

5. Confidentiality

Each party hereby undertakes to regard as confidential all information obtained during the continuance of this contract relating to the business of the other party or otherwise and not to

disclose to any third party such information without such other party's prior written consent PROVIDED that such undertaking shall not apply to any information which is or becomes part of the public domain otherwise than as a result of a breach of this contract.

If any data is needed to determine or correct a problem and is either in written or electronic form, it shall be subject to the confidentiality clause.

The obligation with respect to confidentiality shall survive the termination of this Agreement.

6. Termination

- i. This Agreement may be terminated:
 1. by LabLogic on giving notice in writing to the Licensee if the Licensee shall fail to pay any sum due under the terms of this Agreement (otherwise than as a consequence of any default on the part of the Licensor) and such sum remains unpaid for 14 days after written notice from the Licensor that such sum has not been paid (such notice to contain a warning of the Licensor's intention to terminate); or
 2. by either party on giving notice in writing to the other if the other commits any serious breach of any term of this Agreement (and have failed to remedy the situation) within 30 days after the receipt of a request in writing from the other party so to do; or
 3. by either party on giving notice in writing to the other if the other party shall have a receiver or administrative receiver appointed of it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business
- ii. Any termination of this Agreement shall not of itself affect the Licensee's right to continue to use the Current Release and the Program Documentation in accordance with the provisions of the Licence Agreement.
- iii. In the event of termination the Licensee shall not be entitled to any refund of any part of the Maintenance Charge paid.

7. Escrow

Where LabLogic has appointed to it a receiver or administrative receiver or any other of the provisions of Termination apply to it the Licensee may obtain the source code and documentation from Shorts Chartered Accountants, Cedar House, 63 Napier St, Sheffield, S11 8HA for the purpose of maintenance free of charge.

8. Assignment

Neither party shall assign or otherwise transfer this Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

9. Force Majeure

Neither party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the party so delaying and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

10. Limitations of Liability

LabLogic Systems Ltd makes no express or implied warranties of any kind with regard to the performance or fitness of purpose for any LabLogic Systems Ltd software. LabLogic Systems Ltd is not responsible for any loss or inaccuracy or disclosure of data of any kind. Furthermore LabLogic Systems Ltd shall not be liable for any loss of profits, loss of business, loss of sales or loss of goodwill or any similar economic loss, whether through negligence of LabLogic Systems Ltd or not.

11. Entire Agreement

This Agreement is made pursuant to the Licence Agreement and supersedes all prior agreements, arrangements and undertakings between the parties other than the Licence Agreement and constitutes with the Licence Agreement the entire agreement between the parties relating to the subject matter of the Licence Agreement and this Agreement. No addition to or modification of any provision of this Agreement shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.

12. Disputes

Any dispute which may arise between the parties concerning this Agreement shall be determined by the Courts of the country of the defendant and the parties hereby submit to the exclusive jurisdiction of the Courts of the country of the defendant for such purpose. (England for both parties)

7. Quotation

Radiopharmacy Software		Unit Price(£)	Qty	Amount(£)
NML-22XX-40	Core SPECTra Module Orders Module <ul style="list-style-type: none"> • Basic ordering functionality • Customer database • Multiple customer product assignments Preparation Module <ul style="list-style-type: none"> • Order preparation • Material preparation • Pre & post-production checks • Gas and pressure checks • Multi-dose or patient syringes • Kit 'variations' for each customer Production & Dispensing Module Quality Control Module <ul style="list-style-type: none"> • Manual data entry prompts Packing/consignment Module <ul style="list-style-type: none"> • Ability to print shipping documents Batch Reports Module <ul style="list-style-type: none"> • Full batch production report Inventory Management Module <ul style="list-style-type: none"> • Labels and barcodes • Stock control including: • Multiple generators • Kit vials • Split vials • Unit dose syringes • Elution vials • General consumables • Suppliers, manufacturers and couriers for each item • Radioactive inventory for production Regulatory Compliance Module <ul style="list-style-type: none"> - Electronic signatures (Compliant with FDA 21 CFR Part 11) - Audit trail functionality - Training records - User management 	£7,500.00	1	£7,500.00

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NML-22XX-56	Finished Products Workflow Includes the ability to configure the production workflow for finished products, these may include therapy drugs such as I-125 and Lu-177 which have been bought in.	£7,500.00	1	£7,500.00
NML-22XX-16	Concurrent License Fee Number of concurrent users at one geographical location.	£2,000.00	4	£8,000.00
NML-22XX-14	Instrument Interface - Dose Calibrator & Balances Direct Interface from a Dose Calibrator or Balance to SPECTra.	£1,000.00	6	£6,000.00
NML-22XX-22	QMS - Trending Module SPECTra trending module. Allows for powerful trending of data with user defined parameters.	£7,500.00	1	£7,500.00
NML-22XX-21	QMS - SOP Module Provides an easy and intuitive way of managing SOPs. • Operators are able to view the latest version of any SOP within the relevant section of the application. • Reminders can be set to notify the responsible person/group of when an SOP is due for review	£7,500.00	1	£7,500.00
NML-22XX-23	QMS - CAPA, OOS, Change Control & Deviation The QMS module ensures that every task can be completed in accordance with your company's controlled procedures and in compliance with the applicable GMP-regulations.	£7,500.00	1	£7,500.00
NML-22XX-19	Orders - Online Ordering Module Online ordering module (for use by customers and internally). This charge does NOT include monthly Azure hosting fees, these are charged separately and monthly. Expected 2022.	£10,000.00	1	£10,000.00
NML-22XX-42	Ga-68 Kit Workflow Includes the Gallium Production Explorer with the ability to configure products based on Ga-68 cold kit radiopharmaceuticals. Limited to QC instrument interface for appearance, pH and radiochemical purity by radio-TLC. Includes 2 Concurrent User Licences. Expected 2023.	£7,500.00	1	£7,500.00
NML-22XX-44	Tc-99m Workflow Includes the ability to configure the production workflow for Tc-99m based cold kit radiopharmaceuticals. Includes 2 Concurrent User Licences and 2 Instrument Interfaces.	£7,500.00	1	£7,500.00
NML-22XX-17	Instrument Maintenance Module	£1,750.00	1	£1,750.00
NML-22XX-45	Finance Module • Pricing reports per production session • Product Pricing for Invoicing reconciliation • Financial Reporting • Customer Invoice Data Management • Compatibility with the separate Online Ordering Module	£7,500.00	1	£7,500.00

Discount -£50,375.00

Radiopharmacy Software Total £35,375.00

Radiopharmacy Annual Support		Unit Price(£)	Qty	Amount(£)
NML-YXX-46	SPECTra Annual Software Support Contract Year 1 Annual support contract charged at 10% of list price. Starting from the date of installation. Includes: • Priority response • Unlimited access to our technical support team	£8,575.00	1	£8,575.00

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	and help desk • Access to the customer support area • Free upgrades within major version • Software development requests given priority • ESCROW agreement			
NML-YXX-46	SPECTra Annual Software Support Contract Year 2 - As Above	£8,575.00	1	£8,575.00
NML-YXX-46	SPECTra Annual Software Support Contract Year 3 - As Above	£8,789.38	1	£8,789.38
NML-YXX-46	SPECTra Annual Software Support Contract Year 4 - As Above	£8,789.38	1	£8,789.38
NML-YXX-46	SPECTra Annual Software Support Contract Year 5 - As Above	£9,009.11	1	£9,009.11
NML-YXX-46	SPECTra Annual Software Support Contract Year 6 (Optional) - As Above	£9,009.11	1	£9,009.11
NML-YXX-46	SPECTra Annual Software Support Contract Year 7 (Optional) - As Above	£9,234.34	1	£9,234.34

Discount -£6,452.69

Radiopharmacy Annual Support Total £55,528.63

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Dispensing Software		Unit Price(£)	Qty	Amount(£)
NML-22XX-40	Core SPECTra Module Orders Module <ul style="list-style-type: none"> • Basic ordering functionality • Customer database • Multiple customer product assignments Preparation Module <ul style="list-style-type: none"> • Order preparation • Material preparation • Pre & post-production checks • Gas and pressure checks • Multi-dose or patient syringes • Kit 'variations' for each customer Production & Dispensing Module Quality Control Module <ul style="list-style-type: none"> • Manual data entry prompts Packing/consignment Module <ul style="list-style-type: none"> • Ability to print shipping documents Batch Reports Module <ul style="list-style-type: none"> • Full batch production report Inventory Management Module <ul style="list-style-type: none"> • Labels and barcodes • Stock control including: • Multiple generators • Kit vials • Split vials • Unit dose syringes • Elution vials • General consumables • Suppliers, manufacturers and couriers for each item • Radioactive inventory for production Regulatory Compliance Module <ul style="list-style-type: none"> - Electronic signatures (Compliant with FDA 21 CFR Part 11) - Audit trail functionality - Training records - User management 	£7,500.00	3	£22,500.00
NML-22XX-14	Instrument Interface - Dose Calibrator & Balances Direct Interface from a Dose Calibrator or Balance to SPECTra.	£1,000.00	3	£3,000.00
NML-22XX-16	Concurrent License Fee Number of concurrent users at one geographical location.	£2,000.00	3	£6,000.00
NML-22XX-56	Finished Products Workflow Includes the ability to configure the production workflow for finished products which may have been bought in. Functions allow you to prepare, dispense and label finished products. Includes 2 Concurrent User Licences and 2 Instrument Interfaces.	£7,500.00	3	£22,500.00

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NML-22XX-46	Orders - HL7 Interface with Patient and Order Acceptance Functionality for SPECTra to read HL7 messages for adding and updating patient/order information. Expected 2022.	£7,500.00	3	£22,500.00
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Discount -£38,250.00

Dispensing Software Total £38,250.00

Dispensing Annual Support		Unit Price(£)	Qty	Amount(£)
NML-YXX-46	SPECTra Annual Software Support Contract Year 1 Annual support contract charged at 10% of list price. Starting from the date of installation. Includes: • Priority response • Unlimited access to our technical support team and help desk • Access to the customer support area • Free upgrades within major version • Software development requests given priority • ESCROW agreement	£2,550.00	3	£7,650.00
NML-YXX-46	SPECTra Annual Software Support Contract Year 2 - As Above	£2,550.00	3	£7,650.00
NML-YXX-46	SPECTra Annual Software Support Contract Year 3 - As Above	£2,613.75	3	£7,841.25
NML-YXX-46	SPECTra Annual Software Support Contract Year 4 - As Above	£2,613.75	3	£7,841.25
NML-YXX-46	SPECTra Annual Software Support Contract Year 5 - As Above	£2,679.09	3	£8,037.27
NML-YXX-46	SPECTra Annual Software Support Contract Year 6 (Optional) - As Above	£2,679.09	3	£8,037.27
NML-YXX-46	SPECTra Annual Software Support Contract Year 7 (Optional) - As Above	£2,746.07	3	£8,238.21

Dispensing Annual Support Total £55,295.25

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Services		Unit Price(£)	Qty	Amount(£)
NML-22XX-48	Config - Remote Workflow Analysis Workflow analysis for up tp 10 products. One day remote.	£3,750.00	4	£15,000.00
NML-ZXX-20	Installation - Customer Customer installs SPECTra by following the SPECTra installation Guide. Pre-Requisites; MSSQL Server installed and have System Administrator access right to create users and databases.	£1,800.00	4	£7,200.00
	Training - 2 Day Remote	£1,800.00	4	£7,200.00

Discount -£14,700.00

Services Total £14,700.00

Qualification		Unit Price(£)	Qty	Amount(£)
NML-22XX-49	IQ Service - 5 Instruments <ul style="list-style-type: none">• IQ Test Scripts to cover up to 5 different instruments (2,000.00)• Execution of IQ Test Scripts by a LabLogic Validation Specialist (1 day @ 2,000.00	£4,000.00	4	£16,000.00
NML-22XX-51	OQ Certification - System LabLogic to provide a certificate to confirm that the version of SPECTra being installed has successfully passed a full OQ at LabLogic. Copies of the scripts performed at LabLogic, which are electronically signed and dated by our Quality Analysts may also be provided at an extra cost.	£5,000.00	4	£20,000.00

Discount -£18,000.00

Qualification Total £18,000.00

Out Of Pocket Expenses		Unit Price(£)	Qty	Amount(£)
OOPS	Out of Pocket Expenses This quote does include reasonable and customary out-of-pocket expenses incurred in performance of services under the agreement and for which the client receives an appropriate invoice. This will include but is not limited to Air Transportation, transportation to/from the airport, hotel accommodation and meals. The cost for this is as follows; Fuel - (Amount) p/mile x (Miles) = (Total)Hotel - (X) nights, (X) engineer(s) = (Total)Subsistence - (Amount) per day = (Total)	£222.50	4	£890.00

Out Of Pocket Expenses Total £890.00

LabLogic Systems Limited, Paradigm House, 3 Melbourne Avenue, Broomhill, Sheffield, S10 2QJ, UK

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Version 2.0

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Quote Q-2469

7-Jul-22 | Adam Anthony Brown | V.2



Total Discount: -£127,777.69

Grand Total: £218,038.88


Comments

Discount added to all modules as part of a special offer to help standardise radiopharmacy in the North West.

Terms And Conditions

VAT	Not Included	Payment Terms	30% Within 30 days of the PO, 60% Before Installation, 10% on completion of qualification services. See below.
Validity	90 Days	Delivery Times	6 - 9 Months from PO
Delivery Terms	DAP - Delivery at Place All charges as well as delivery to the buyer facilities will be arranged by the seller. Customs clearance cost can be arranged by either the seller or the buyer depending on the agreement at the time of the freight booking. Import Duty and Taxes will be paid by the buyer at destination.		
Standard Terms	This quotation is offered subject to our normal terms of trade which are available on request. LabLogic shall not be held responsible for any incompatibility experienced where existing or new computers are supplied by the customer.		

Authorization

Originator	Adam Anthony Brown
Signature	

8. Terms & Conditions of Sale

1. Definitions

In these conditions “the company” means LabLogic Systems Limited trading as LabLogic and “the customer” means the person or company to whom this document is addressed.

2. Conditions

These conditions shall form the basis of the contract between the company and the customer. Notwithstanding anything to the contrary in the customer’s standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the head office of the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

3. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer’s order is an offer and will become binding upon the company posting its confirmation of the order. A confirmed order may only be cancelled or varied with the company’s consent; the giving of the company’s consent shall not in any way prejudice the company’s right to recover from the customer full compensation for any loss of expense arising from such cancellation or variation.

4. Guarantee

The customer shall carry out a thorough inspection of the goods within a reasonable time (normally 2 weeks) after their delivery and shall give written notification to the head office of the company forthwith of any defects which a reasonable examination would have revealed. In the case of other defects, the customer shall give written notification of defects in the goods within 12 months from the date of installation or 15 months from date of delivery whichever comes sooner.

Subject to compliance with the above obligations, which shall be a condition precedent to the company’s liability, the company will repair or replace (at its option) any components of the company’s manufacture which fail due to faulty materials or workmanship. In the case of components or products not of the company’s manufacture, but supplied by the company as part of a contract or order, the company will assign to the customer its rights against its supplier and these rights shall be taken in extinction of and substitution for any rights which the customer would otherwise have had against the company.

The liability of the company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the customer to insure against such consequential loss and to hold the company harmless therefore.

5. Delivery

- I. Unless otherwise stated, all quotations and estimates assume delivery in full. The company reserves the right to charge extra for delivery in part where requested by the customer;
- II. The customer shall note any claim for short delivery and/or for damage to components on the delivery schedule at the time of delivery and shall confirm such claims in writing to the company's head office within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as part performance of the contract;
- III. Where the goods are not delivered by the company, but by an independent carrier, delivery to the carrier shall be delivery to the customer;
- IV. If the customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for despatch, the company shall be entitled to store and insure the goods and to charge the customer the reasonable costs of doing and to tender its account for the price under condition 9.

6. Government Taxes or Levies

Any variation to prices quoted as a result of government taxes and levies will be for the customer's account.

7. Design

It is the buyer's responsibility to ensure that all necessary approvals have been granted before manufacture commences.

The company will assist in supplying drawings and calculations when requested to do so.

No design work or calculations will be issued prior to the placing of a firm order or contract. An additional charge will be made for any design work or drawings required over and above those normally supplied by the company.

It is the buyer's responsibility to satisfy himself that the drawings, calculations and specifications are correct as no responsibility for errors or omissions will be accepted by the company once the buyer has approved details submitted. The company's responsibility in any event is solely confined to its own manufactured components and does not extend to other products or components or overall structural or architectural considerations.

8. English Law

English law shall be the proper law of the contract.

9. Payment Schedule

This payment schedule is subject to change depending on the completion of project milestones such as date of installation and completion of qualification services.

	Description	When	Expected Date	Amount (Ex VAT)
1	30% of the software modules, first year support contract, services, qualification and out of pocket expenses.	30 days from LabLogic receiving the PO	01/07/2022	£35,745.75
2	60% before installation and training	Before Installation and training	01/08/2022	£71,491.50
3	10% on completion of qualification	Issuing of OQ Certificate	01/07/2023	£11,915.25
4	Year 2 Support	One year after SPECTra installation qualification.	01/01/2024	£14,938.75
5	Year 3 Support		01/01/2025	£15,751.69
6	Year 4 Support		01/01/2026	£16,630.63
7	Year 5 Support		01/01/2027	£17,046.38
Total (Ex VAT)				183,519.95
8	Optional Year 6 Support			£17,046.38
9	Optional Year 7 Support			£17,472.55
Total including additional two years (Ex VAT)				£218,038.88