GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

Multiple Award Schedule (MAS)

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: GSAAdvantage.gov.

**Contract Number:** 47QTCA20D002H
**Federal Supply Group:** MAS
**FSC/PSC Codes:** 7030, D399, J070, 27

For more information on ordering from Federal Supply Schedules click on the FSS Schedules at fss.gsa.gov

Prices shown herein are Net (discount deducted).

**Contract Period:** 11/25/2019 - 11/24/2024

**Contractor Name:** TriNet Medical, LLC

**Address:** 991 US Hwy 22, Suite 200
Bridgewater, NJ 08807
Phone Number: (908) 575-7304
**E-mail:** kdesai@trinetmedical.com
**Website:** www.trinetmedical.com

**Contract Administrator:** Kaushal Desai
**Business Size:** Small Business

Pricelist Effective Through Modification dated July 28, 2020
CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS) WITH APPROPRIATE CROSS-REFERENCE TO PAGE NUMBERS:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Special Item Description</th>
<th>Service Description Page</th>
<th>Awarded Price Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Term Software Licenses</td>
<td>5 - 6</td>
<td>5 - 6</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
<td>5 - 6</td>
<td>5 - 6</td>
</tr>
<tr>
<td>54151HEAL</td>
<td>Information Technology Professional Services</td>
<td>7 - 8</td>
<td>8</td>
</tr>
<tr>
<td>54151S</td>
<td>Health Information Technology Services</td>
<td>7 - 8</td>
<td>8</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>Ancillary Supplies and/or Services</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials</td>
<td>6</td>
<td>6</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. See page 5

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility, and education for those types of employees or subcontractors who will perform services shall be provided. See pages 6 – 9

2. MAXIMUM ORDER*:

- 511210: $500,000.00
- 54151: $500,000.00
- 54151HEAL: $500,000.00
- 54151S: $500,000.00
- ANCILLARY: $250,000.00
*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: 48 contiguous states and Washington D.C.

5. POINT(S) OF PRODUCTION: Eugene, OR

6. DISCOUNT FROM LIST PRICES: GSA prices are Net

7. QUANTITY DISCOUNT(S): 100 units or more- 10% (SIN ANCILLARY), None (SINs 511210, 54151, 54151HEAL)

8. PROMPT PAYMENT TERMS: 1% - 15 Days

9. FOREIGN ITEMS: N/A

10a. TIME OF DELIVERY: 15 Days

10b. EXPEDITED DELIVERY: 5 Days

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact contractor

10d. URGENT REQUIREMENTS: Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

11. FOB POINT: Destination

12a. ORDERING ADDRESS: TriNet Medical, LLC
POC: Kaushal Desai
991 US Highway 22, Suite 200
Bridgewater NJ 08807
Email: kdesai@trinetmedical.com

12b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. PAYMENT ADDRESS: TriNet Medical, LLC
POC: Kaushal Desai
991 US Highway 22, Suite 200
Bridgewater NJ 08807
14. WARRANTY PROVISION: 3-year factory warranty

15. EXPORT PACKING CHARGES: N/A

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

18. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

19. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

20. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

21. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

22. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

23a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

23b. Section 508 Compliance for EIT: N/A

24. DUNS NUMBER: 080984555

25. Contractor has an active registration in the SAM database.

Software Licenses & Maintenance and Ancillary Services
## SINs 511210 & 54151 & ANCILLARY

<table>
<thead>
<tr>
<th>SIN</th>
<th>TriNet Medical Part No</th>
<th>Product Name</th>
<th>Product Description</th>
<th>Unit of Issue</th>
<th>List Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>TM1101</td>
<td>Term TriNet Medical SRX Licenses (1-100)</td>
<td>TriNet Medical SRX Medication, Immunization and DME Inventory tracking solution integrated with EMR/EHR</td>
<td>Per Provider / month</td>
<td>$93.00</td>
</tr>
<tr>
<td>54151</td>
<td>TM1102</td>
<td>TriNet Medical SRX Support &amp; Maintenance (1-100)</td>
<td>TriNet Medical SRX Solution Support, Maintenance and Upgrade</td>
<td>Per Provider / month</td>
<td>$13.95</td>
</tr>
<tr>
<td>511210</td>
<td>TM1201</td>
<td>Term TriNet Medical SRX Licenses (101-250)</td>
<td>TriNet Medical SRX Medication, Immunization and DME Inventory tracking solution integrated with EMR/EHR</td>
<td>Per Provider / month</td>
<td>$83.70</td>
</tr>
<tr>
<td>54151</td>
<td>TM1202</td>
<td>TriNet Medical SRX Support &amp; Maintenance (101-250)</td>
<td>TriNet Medical SRX Solution Support, Maintenance and Upgrade</td>
<td>Per Provider / month</td>
<td>$12.56</td>
</tr>
<tr>
<td>511210</td>
<td>TM1301</td>
<td>Term TriNet Medical SRX Licenses (251-500)</td>
<td>TriNet Medical SRX Medication, Immunization and DME Inventory tracking solution integrated with EMR/EHR</td>
<td>Per Provider / month</td>
<td>$74.40</td>
</tr>
<tr>
<td>54151</td>
<td>TM1302</td>
<td>TriNet Medical SRX Support &amp; Maintenance (251-500)</td>
<td>TriNet Medical SRX Solution Support, Maintenance and Upgrades</td>
<td>Per Provider / month</td>
<td>$11.16</td>
</tr>
<tr>
<td>511210</td>
<td>TM1401</td>
<td>Term TriNet Medical SRX Licenses (501-750)</td>
<td>TriNet Medical SRX Medication, Immunization and DME Inventory tracking solution integrated with EMR/EHR</td>
<td>Per Provider / month</td>
<td>$65.10</td>
</tr>
<tr>
<td>SIN 54151HEAL</td>
<td>TM2001</td>
<td>TriNet Medical SRX implementation package</td>
<td>TriNet Medical SRX Remote setup, configuration, integration and training</td>
<td>Per implementation</td>
<td>$3,255.00</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td>SIN 54151HEAL</td>
<td>TM3001</td>
<td>TriNet Medical SRX training (remote)</td>
<td>TriNet Medical SRX remote adminuser and end-user training</td>
<td>Per training session</td>
<td>$930.00</td>
</tr>
<tr>
<td>SIN 54151HEAL</td>
<td>TM3002</td>
<td>TriNet Medical SRX training (on-site)</td>
<td>TriNet Medical on-site SRX adminuser and end-user training (Plus Travel expenses)</td>
<td>Per day</td>
<td>$1,860.00</td>
</tr>
<tr>
<td>SIN 54151HEAL</td>
<td>TM4001</td>
<td>TriNet Medical IT Services</td>
<td>TriNet Medical SRX custom report, application development and consulting services</td>
<td>Per hour</td>
<td>$162.75</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>TM5001</td>
<td>TriNet Medical Wired Barcode scanner with lifetime support</td>
<td>TriNet Medical wired 2D Barcode Scanner (DATALOGIC Gryphon 4500 USB)</td>
<td>Each</td>
<td>$325.50</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>TM5002</td>
<td>TriNet Medical Wireless Barcode scanner with lifetime support</td>
<td>TriNet Medical wireless 2D Barcode scanner (DATALOGIC Gryphon 4500 Wireless)</td>
<td>Each</td>
<td>$558.00</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>TM5005</td>
<td>TriNet Medical Label Writer Label Printer with lifetime support</td>
<td>TriNet Medical Label writer 450</td>
<td>Each</td>
<td>$232.50</td>
</tr>
</tbody>
</table>

**Labor Category Descriptions – SIN 54151HEAL**

**Experience Substitution Methodology:**

a. High School Diploma + 3 years additional experience equal an Associate’s Degree  

b. High School Diploma + 8 years of additional experience equal a Bachelor’s Degree  

c. High School Diploma + 16 years’ experience equal a Master’s Degree
d. Associate’s Degree + 4 years additional experience equal a Bachelor’s Degree  
e. Associate’s Degree + 14 years additional experience equal a Master’s Degree  
f. Bachelor’s Degree + 4 years additional experience equal a Master’s Degree  
g. Bachelor’s Degree + 16 years additional experience equal a PhD  
h. Master’s Degree + 4 years additional experience equal a PhD

Education Substitutions Methodology:

h. A Bachelor’s Degree may be substituted for 4 years of required experience with an Associate’s Degree.  
i. A Bachelor’s Degree may be substituted for 6 years of required experience with a High School Diploma.  
j. A Master’s Degree may be substituted for 4 years of required experience with a Bachelor’s Degree. A Ph.D. may be substituted for 4 years of required experience with a Master’s Degree.  
k. A Ph.D. may be substituted for 8 years of required experience with a Bachelor’s Degree.

<table>
<thead>
<tr>
<th>Service</th>
<th>Detailed Description</th>
<th>Minimum Education</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health IT Consulting</td>
<td>Healthcare IT consulting services includes helping the customer resolve business issues by advising them in areas that they need clarity; meeting requirements with dedicated resources on a temporary engagement; it also includes collecting business requirement data, design and architect data analysis and data analytics requirements.</td>
<td>Bachelor’s Degree</td>
<td>Four (4) years</td>
</tr>
<tr>
<td>Health Database Administrator</td>
<td>A database administrator (DBA) will be responsible for the SQL Server and Oracle database performance, integrity, and security. A person will be involved in the planning and development of the database, as well as in troubleshooting any issues on behalf of the users.</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>TriNet Medical SRX Report Development/Customization</td>
<td>TriNet Medical SRX provides standard reports within the application. There are situations where custom reports are required, meaning SQL expertise and services are needed. We are able to customize the way these reports are shown in regard to the information that the client needs to have presented. Once developed, these customized reports are added into the client’s SRX custom report section.</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>TriNet Medical SRX Remote Implementation</td>
<td>TriNet Medical’s SRX barcode scanning and inventory tracking solution is fully integrated with Centricity CPS and cEMR products. SRX is required to be installed on-site or client provided cloud.</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
</tbody>
</table>

991, US Hwy 22, Suite 200, Bridgewater, NJ 08807 • www.trinetmedical.com • 908-575-7304
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<table>
<thead>
<tr>
<th>TriNet Medical SRX admin/user/end-user training</th>
<th>TriNet Medical team provides SRX training (remote or onsite). On-site training will require client’s location visit. Team provides training to the SRX users. Training is divided in two parts. One is end-user training where providers, nurses are trained on how to use SRX application within EMR/EHR. Also, SRX admin users will be trained on SRX admin activities.</th>
<th>Associate’s Degree</th>
<th>Two (2) years</th>
</tr>
</thead>
<tbody>
<tr>
<td>TriNet Medical SRX Solution Support</td>
<td>SRX solution support includes upgrades and maintenance of the software. Typical task may include but are not limited to researching client’s issues in a timely manner and following up with the customer with recommendations and action plans. Resolve issues to meet customer satisfaction by keeping the customer updated on the case status while maintaining an action plan for the investigation and resolution life cycle of the case. Coordinate and perform SRX application upgrades based on Centricity releases. Provided outstanding customer service as a member of a world-class team providing 7x24 support to TriNet Medical customers</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>Health HTML Development Manager</td>
<td>HTML Development Manager creates custom immunization and medication HTML forms with barcode functionality. The development of the HTML forms would be dependent on what a customer needs. (These forms are used for providers to dictate how, when, where and/or why a certain medication or immunization was given to a particular patient. They can be customized to help the provider with ordering of medication for a patient.) The HTML Development Manager also manages clients' expectations and integration with EMR.</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
<tr>
<td>Health HTML Support</td>
<td>TriNet Medical team provides support services in the areas of EMR integrated immunization and medication forms developed by TriNet Medical HTML development team. This could include and upgrades, support or maintenance needed.</td>
<td>Bachelor’s Degree</td>
<td>Three (3) years</td>
</tr>
</tbody>
</table>

**Awarded Pricing - SIN 54151HEAL**

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Price Offered to GSA (including IFF) Year 1</th>
<th>Price Offered to GSA Year 2</th>
<th>Price Offered to GSA Year 3</th>
<th>Price Offered to GSA Year 4</th>
<th>Price Offered to GSA Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health IT Consultant</td>
<td>$163.98</td>
<td>$167.75</td>
<td>$171.61</td>
<td>$175.56</td>
<td>$179.59</td>
</tr>
<tr>
<td>Health Database Administrator</td>
<td>$93.70</td>
<td>$95.86</td>
<td>$98.06</td>
<td>$100.32</td>
<td>$102.62</td>
</tr>
<tr>
<td>Health Software Developer</td>
<td>$163.98</td>
<td>$167.75</td>
<td>$171.61</td>
<td>$175.56</td>
<td>$179.59</td>
</tr>
</tbody>
</table>
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5.2. Notice of Material Breach or Default. If Licensee commits a material breach or default in the performance of any of its obligations under this Agreement, then TriNet may give the Licensee written notice of the material breach or default (including a statement of the facts relating to the material breach or default, the provisions of this Agreement that are in material breach or default, and the action required to cure the material breach or default) and of TriNet’s intention to terminate the Agreement pursuant to Section 5.3 if the material breach or default is not cured within 30 days after the Licensee’s receipt of such notice (or such later date as may be specified in such notice).
5.3. **Notice of Termination.** If Licensee fails to cure a material breach or default specified in any notice under Section 5.2 within 30 days after receipt of such notice (or such later date as may be specified in such notice), then TriNet may Licensee bring as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, TriNet shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

5.4. **Post-Termination Obligations.** If this Agreement or any licenses in this Agreement are terminated for any reason by TriNet, (a) Licensee will pay to TriNet any fees, reimbursable expenses approved by Ordering Activity and funded under the applicable ordering document in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), compensation, or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Licensee will return or destroy all copies of the Licensed Software within ten (10) days of such termination, and immediately thereafter, if requested by TriNet in writing, provide TriNet with a written certification signed by an authorized Licensee representative certifying that all copies of such Licensed Software have been returned or destroyed and all use of such Licensed Software has been discontinued.

6. **Confidentiality.** The parties agree that all information regarding the Licensed Software, including but not limited to the Software, specific design and structure of individual programs, trade secrets, and/or copyrighted material, as well as all other all information that has been or may be disclosed in any form (including, without limitation, oral, written, graphic, or electronic form) by TriNet to Licensee through the course of this Agreement is confidential (the “Confidential Information”). Licensee agrees not to divulge or share in any way any of such information, documents, or records to anyone except as authorized by TriNet and this Agreement. Licensee shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information for any purpose outside the scope of this Agreement. Without limiting the above, Licensee shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of the Confidential Information. Only those employees, directors, and officers of the Licensee who need to know the Confidential Information in order to carry out the business of the Licensee shall have access to the Confidential Information, and such access shall be limited only to so much of the Confidential Information as is necessary for the particular employee, director, or officer to perform his or her function, and he or she must agree in writing to abide by the terms and conditions of this Section. Licensee shall not disclose, or allow any of its agents to disclose, any of the Confidential Information to any third party without the express prior written approval of TriNet, it being understood that such approval shall not be given unless and until the third party shall have agreed to execute an agreement of confidentiality, in form reasonably satisfactory to TriNet, obligating the third party to not reveal the Confidential Information except on the terms provided therein. Licensee shall not, and shall not allow its agents to, make use of any of the Confidential Information, except as permitted by this Agreement or with the express prior written consent of TriNet. Upon expiration or termination of this Agreement, the confidentiality and non-use obligations of this Agreement shall continue indefinitely. At the expiration or termination of this Agreement, all tangible or electronic evidence of the Confidential Information furnished to the Licensee by TriNet shall be returned to TriNet or, at the option of TriNet, shall be destroyed by the Licensee. Disclosure of Confidential Information is made by TriNet without any express or implied representation or warranty as to the accuracy or the completeness thereof. TriNet explicitly disclaims any liability relating to any errors or omissions in the Confidential Information. TriNet recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

7. **WARRANTIES AND DISCLAIMER**

7.1. **Warranties.** TriNet warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. Each of TriNet and Licensee represents and warrants that (a) it is duly organized, validly existing, and in good standing under the laws of the state in which it was established, and (b) it has the authority to enter into this Agreement and that, to its knowledge, it is not bound by any other agreement, obligation or restriction, and will not assume any other obligation or restriction or enter into any other agreement, which would interfere with its obligations under this Agreement. TriNet further represents and warrants to Licensee that: (x) TriNet has good and marketable title to, or the valid right to use pursuant to a license or otherwise, the Licensed Software, the Documentation and all patent, trademark, copyright and other intellectual property and proprietary rights related thereto, (y) TriNet has the right to license the Licensed Software and Documentation to pursuant to this Agreement, and (z) Licensee’s use of the Licensed Software and Documentation pursuant to this Agreement will not infringe upon or violate the intellectual property or other rights of any third party.

8. **INTELLECTUAL PROPERTY INFRINGEMENT**

8.1. **Infringement Claims.** Subject to Section 8.1, TriNet agrees to indemnify, has the right to intervene to defend and hold harmless Licensee from and against any and all suits, claims, damages, losses and expenses (including but not limited to attorneys’ fees and expenses) arising out of or related to any third party claim that the Licensed Software infringes or violates any U.S. patent, trademark, copyright or other intellectual property or proprietary rights of a third party (“Infringement Claim”); provided that (a) Licensee promptly notifies TriNet in writing of such Infringement Claim, (b) TriNet has control of the defense of and all settlement
negotiations relating to such Infringement Claim, (c) Licensee cooperates fully in the defense of the Infringement Claim, and (d) Licensee has paid all accrued fees to TriNet.

8.2. Exceptions.

(a) The warranties set forth in Section 6 shall not apply to, and TriNet shall not have any liability to Licensee with regard to, any Infringement Claim or other claim which is based in whole or in part on (1) the use of the Licensed Software in combination with any computer program other than as permitted in accordance with the applicable technical specifications without TriNet’s knowledge or consent or (2) a modification or supplement to the Licensed Software made by any person other than TriNet without TriNet’s knowledge or consent.

(b) Within a reasonable time following notice of any alleged Infringement Claim, TriNet shall have the right, but not the obligation, to (1) obtain for Licensee the right to continue using the Licensed Software in accordance with the terms of the license, (2) modify the Licensed Software to make the Licensed Software non-infringing, which modification does not materially adversely affect the functionality of the Licensed Software, (3) replace the Licensed Software with software which is functionally equivalent to the Licensed Software or (4) if the right to continue to use the Licensed Software cannot be procured or the Licensed Software cannot be modified or replaced, Licensee may terminate Licensee’s right to use the Licensed Software, have Licensee remove or destroy such Licensed Software, and grant Licensee a credit attributable to the infringing Licensed Software.

8.3. Exclusive Remedy. This Section 7.1 states TriNet’s sole and exclusive liability, and Licensee’s sole and exclusive remedy, for any actual or alleged Infringement Claims with respect to the Licensed Software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

9. RESERVED

9.1. Licensee, agents, representatives, contractors, and Affiliates.

10. Licensee LIMITATIONS OF LIABILITY

10.1. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 6 ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES BY TRINET, AND TRINET SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LICENSED SOFTWARE AND DOCUMENTATION AND ALL OTHER PRODUCTS AND SERVICES OF TRINET. IN ADDITION, EXCEPT AS OTHERWISE PROVIDED HEREIN, TRINET DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR FREE, SECURE OR OPERATE UNINTERRUPTED AND THE LICENSED SOFTWARE AND DOCUMENTATION ARE HEREBY PROVIDED “AS IS”.

10.2. TRINET SHALL NOT BE LIABLE TO LICENSEE FOR ANY OTHER DAMAGES NOT EXPRESSLY PERMITTED IN THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, INCLUDING STRICT LIABILITY WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, OR OTHERWISE, EVEN IF TRINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND TRINET SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO: INCIDENTAL, CONSEQUENTIAL, INDIRECT, , SPECIAL, DELAY, OR PUNITIVE DAMAGES; LOST PROFITS, INCOME, WAGES OR REVENUES; LABOR COSTS; LOSS OF USE; LOSS OF DATA; DATABASES, AND/OR INFORMATION; MATERIAL, REPAIR AND/OR REPLACEMENT COSTS NOT SPECIFICALLY PROVIDED FOR HEREIN; TRANSPORTATION; INSTALLATION COSTS; DAMAGE TO PROPERTY; LOST INCOME, MENTAL DISTRESS, MEDICAL OR FUNERAL EXPENSES, LOSS OF CONSORTIUM; OR FOR ANY OTHER LOSSES, INCLUDING ATTORNEY FEES AND COSTS, INCURRED BY LICENSEE OR ANY THIRD PARTY IN CONNECTION WITH THE LICENSED SOFTWARE. TRINET SHALL NOT BE LIABLE FOR ANY DELAYS CAUSED BY CIRCUMSTANCES BEYOND TRINET’S CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, FLOOD, WAR, GOVERNMENTAL PRIORITIES, RULES, OR ACTION, ACCIDENT, LABOR TROUBLE OR SHORTAGE, AND/OR INABILITY TO OBTAIN MATERIAL, EQUIPMENT OR TRANSPORTATION. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

10.3. Monetary Cap. NOTWITHSTANDING ANYTHING TO THE FOREGOING IN THIS AGREEMENT, IN NO EVENT SHALL TRINET’S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PURCHASE ORDER PRICE PAID, INCLUDING FEES RECEIVED BY TRINET FROM LICENSEE UNDER THIS AGREEMENT. The limitations of liability reflect the allocation of risk between the parties. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.
11. GENERAL

11.1. **Relationship.** TriNet and Licensee will be and act as independent contractors (and not as the agent or representatives of the other) in the performance of this Agreement. This Agreement will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; or (c) prohibiting or restricting TriNet’s performance of any services for any third party or the provision of products or Licensed Software to any third party. Licensee must not represent to anyone that Licensee is an agent of TriNet or is otherwise authorized to bind or commit TriNet in any way without TriNet’s prior authorization.

11.2. **Assignability.** Neither party may assign its rights, duties, or obligations under this Agreement without the other party’s prior written consent. If consent is given, this Agreement will bind the assigning party’s successors and assigns. Any attempt by a party to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void.

11.3. **Non-solicitation.** During the term of this Agreement and for one year thereafter, neither party will, directly or indirectly, employ or solicit the employment or services of any employee or independent contractor of the other party without the prior written consent of the other party; provided that general employment advertisements and other broad, non-targeted forms of solicitation (and hiring any employee or independent contractor of the other party who responds to such) will not constitute a violation of this provision.

11.4. **Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at their principal place of business or registered agent. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

11.5. **Governing Law.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the Federal laws of the United States, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. .

11.6. **Waiver.** The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party’s right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.7. **Severability.** If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any limitation or restriction on the grant of any license to Licensee under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

11.8. **Interpretation.** The headings appearing at the beginning of several sections contained in this Agreement have been inserted for identification and reference purposes only and must not be used to construe or interpret this Agreement. Whenever required by context, a singular number will include the plural, the plural number will include the singular, and the gender of any pronoun will include all genders.

11.9. **Survivability.** Sections which by their very nature are meant to survive, shall survive termination.

11.10. **Entire Agreement.** This Agreement, including all exhibits, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the final and complete expression of the agreement between these parties regarding the licensing of the Licensed Software. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties relating to professional services relating to the Licensed Software that TriNet may provide. A negotiated purchase order will take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity’s minimum needs. No employee, agent, or other representative of TriNet has any authority to bind TriNet with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. TriNet will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Licensee in any receipt, acceptance, confirmation, correspondence, or otherwise, unless TriNet specifically agrees to such provision in writing and signed by an authorized agent of TriNet.

Exhibit A
LICENCED SOFTWARE

TriNet Medical’s Medication tracking software SRX (Please refer to attached proposal)