
BASIC ORDERING AGREEMENT BETWEEN

LCPtracker, Inc.

AND

UChicago Argonne LLC

BASIC ORDERING AGREEMENT

5I-30621

This Basic Ordering Agreement (BOA) between LCPtracker (Vendor, hereinafter "Seller") and UChicago Argonne LLC is entered into to provide products and services to DOE Contractors and authorized subcontractors in accordance with the following:

1. This Agreement includes products listed in Attachment A dated January 26, 2015 entitled "Statement of Work for Davis Bacon Compliance Software".
2. This BOA is for the Department of Energy Contractors having a prime contract with the DOE. A current list is available at <https://icpt.llnl.gov/>, Contacts- ICPT Council Member & Constituent List and authorized subcontractors (providing supplies are in direct support of a prime contract) collectively herein after called "Contractors".
3. This Agreement may also be used by other DOE Prime Contractors (collectively herein after called "Contractor").
4. The pricing is in accordance with Attachment B.
5. General Terms and Conditions (06/2012) are included in Attachment C, and made a part herein which includes UChicago Argonne LLC flow downs.
6. Software Service Agreement attached hereto as Attachment D and made a part hereof.

The parties agree that Contractors, may place orders under this BOA and receive the appropriate, discounted price. Each DOE Contractor shall place its own Orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 - SCOPE OF WORK

All Orders placed hereunder shall reference the number of this BOA Agreement No. 5I-30621. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement is February 1, 2015 through January 31, 2020.

The Seller agrees to furnish such quantities of products or services described herein as Contractor may order during the term of this Agreement. The Seller's obligation to each Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

- F.O.B. Point (point of delivery): Destination.
- Payment Terms: Prompt payment discount or Net 30 days from receipt of a proper invoice.
- Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 - FIXED PRICES

The Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment B. The prices identified in Attachment B are firm for the effective period of this Agreement.

ARTICLE 4 - ADMINISTRATIVE

BOA Procurement Administrator is as follows:

Anne Frankowski, Procurement Supervisor
Argonne National Laboratory
630-252-7345
amfrankowski@anl.gov

BOA Sellers Administrator is as follows:

Renee Bell, Account Representative
LCPtracker, Inc.
714-669-0052 x 132
rbell@lcptracker.com

ARTICLE 5 - SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of [Contractor's] signature date.

ACKNOWLEDGED AND CONFIRMED:

[SELLER] LCPtracker, Inc.

BY:

TITLE:

DATE:

[Signature]
PRESIDENT
1/30/2015

[CONTRACTOR] UChicago Argonne, LLC

BY:

TITLE: Procurement Operations Manager

DATE:

[Signature]
1-30-2015

ATTACHMENT A
STATEMENT OF WORK

FOR

DAVIS-BACON COMPLIANCE SOFTWARE

JANUARY 26, 2015

The contractor shall provide a web-based software program which will minimize current paperwork and man-hours while enforcing a Labor Compliance and Diversity Management Program for Department of Energy (DOE) Contractor site construction projects (as detailed in the attached document entitled "Section 1- Scope of Work," dated December 17, 2014). The contractor shall provide an online database for certified payroll reporting (CPR), utilizing current information; generate audit logs, and electronic documents.

The software shall ensure all data will be captured and reported on and allow for standardized and custom workforce reports.

The contractor shall ensure that information submitted matches the information gathered during on-site interviews; job classifications are listed correctly; apprentice stages are approved; and social security numbers (limited to last four digits) match. The software shall also allow for the electronic storage and management of key documentation for Department of Energy (DOE) Contractor site construction projects. The contractor shall ensure that all documents can be created or uploaded into the software and rules can be established to assist with the management of all related documents.

Each site shall enter all of its information into an online certified payroll reporting document, or by uploading their payroll data from its existing system. The contractor is required to flag any errors, omissions, or discrepancies that have been entered. The contractor shall provide immediate feedback of any violations found to be corrected prior to submittal to the Argonne Administrator. The contractor shall maintain and upgrade the software, allow for the maintenance/upkeep of prevailing wage rates and/or Davis Bacon wage rates within the system, and shall notify all designated parties involved of any violations.

Note: Each DOE Contractor site shall have the ability to provide requirements unique to its facility.

Attachment A-1 identifies System Capabilities

END OF SCOPE

Attachment A-1

System Capabilities

1. The database is highly configurable for all customers. As an administrator you would have access to numerous tools that can be configured and changed as needed.
2. LCPTracker has contracted with Microsoft to provide our hosted infrastructure software service. This service is Azure, which is a highly available, distributed "scaled-out" database service hosted by Microsoft in the cloud.
3. LCPTracker has a test database, as well as, a Beta database which are both separate from the production site. These are used with the testing of new database features. We also have demo or "test" databases, which have the ability to access for free your request.
4. There is a Monthly upgrade, done on a Sunday usually. No testing on the clients' end, we do that internally. LCPTracker has test upgrades and patches and apply them only when safe to implement.
5. LCPTracker guarantees at least 99.5% up time.
6. LCPTracker has an Open Reporting feature which may be used to extract data and create reports from pre-defined data sets. LCPTracker also allows clients to purchase back-up data DVDs.
7. Data DVD's can be ordered at any time providing the client with access to all of your data.
8. There are numerous reports available to see login activity, as well as, certified payroll entered, by whom and when it was entered.
9. Each user can have their own unique login, which you will be able to see as an administrator and have the ability to reset passwords in the system.
10. LCPTracker's development team has access to all data during upgrades and maintenance.
11. LCPTracker will not disclose any information without prior written consent from the client.
12. LCPTracker can grant access to a "trial" or demonstration version of the database.
13. The client can have an unlimited number of administrators.
14. LCPTracker has the ability to handle numerous D-B wage determinations. There would be no issue with entering/storing current and future projects.
15. LCPTracker has a highly-qualified, wage data entry team that manually loads wage determination data.
16. Modifications can be made to the wage determinations without having to re-enter all wage data and save as a new modification.
17. If the client chooses to maintain the wages within the database, they must edit current wage information (as new mods become available) and then assign them to the projects.
18. There is no limitation on the number of Determinations applied to any one project.

18. There is no limitation on the number of Determinations applied to any one project.
19. LcpTracker has the ability to add wages for Collective Bargaining Agreements. It can be set-up like a dual funded project which will assure they are paying the higher of the two.
20. The database can handle state and/or local prevailing wage rates as well. There can be multiple wage rates applied to a project and the software can check to make sure the higher wage rates are being met.
21. The vendor/contractor data loaded can be loaded manually by the client, or with an upload. LCPtracker can offer to upload initial vendor data one time for free.
22. You can have the prime contractor enter sub-contractor data, or you can enter them if preferred (see above), it is configurable by the client.
23. The system allows for automatic, payroll notifications.

Attachment B
January 30, 2015

Description	Base Amount	Discounted Amount
Wage Data Maintenance/Annual Upkeep	\$2,500.00	\$2,250.00
Additional Single Wage Decisions	\$500.00	\$450.00
Load One Wage Decision	\$350.00	\$315.00
Hourly Wage Data Input	\$75.00	\$67.50
Custom Report Development	\$200.00	\$180.00
Web Service Access to LCPTracker Database	\$200.00	\$180.00
LCPTracker Annual User Group & Training Conference	\$995.00	\$895.50
Start Up Fee (web based)	\$3,950.00	\$3,555.00
Start Up Fee (on site)	\$5,950.00	\$5,355.00
Bulk Project License Fee		
\$5 million	\$3,000.00	\$2,250.00
\$10 million	\$6,000.00	\$4,500.00
\$25 million	\$9,000.00	\$6,750.00
\$50 million	\$16,000.00	\$12,000.00
\$100 million	\$20,000.00	\$15,000.00
\$200 million	\$26,000.00	\$19,500.00
\$300 million	\$33,000.00	\$24,750.00
\$400 million	\$39,000.00	\$29,250.00
\$500 million	\$46,000.00	\$34,500.00
\$750 million	\$52,000.00	\$39,000.00
\$2 billion	\$66,000.00	\$49,500.00
\$4 billion	\$92,000.00	\$69,000.00
\$6 billion	\$122,000.00	\$91,500.00
\$8 billion	\$152,000.00	\$114,000.00
\$10 billion	\$182,000.00	\$136,500.00
For Bulk Projects \$2 billion & above, you can choose to increase your level in \$500 million increments.	\$66,000 + \$7,500/ Each additional \$500 million over \$2 billion	\$49,500 + \$5,625/ Each additional \$500 million over \$2 billion
Single Project License Fee		
\$5 million	\$1,100.00	\$825.00
\$10 million	\$1,800.00	\$1,350.00
\$25 million	\$2,900.00	\$2,175.00
\$100 million	\$5,800.00	\$4,350.00
\$250 million	\$8,500.00	\$6,375.00
\$500 million	\$10,500.00	\$7,875.00
\$1 billion	\$13,000.00	\$9,750.00
\$2 billion	\$15,500.00	\$11,625.00
For Single Projects \$2 billion & above, you can choose to increase your level in \$500 million increments	\$15,500 + \$2,500/each additional \$500 over \$2 billion	\$11,625.00 + \$1,875/each additional \$500 over \$2 billion

LCPTracker has agreed to hold the above-referenced pricing for the duration of this agreement
(February 1, 2015 through January 30, 2020)

Attachment C

BASIC ORDERING AGREEMENT BETWEEN GENERAL TERMS AND CONDITIONS FOR COMMERCIAL ITEMS AND SERVICES DOE CONTRACTORS (06/12)

1. DEFINITIONS

The following terms shall have the meanings below:

- a. Government means the United States of America and includes the U.S. Department of Energy (DOE) or any duly authorized representative thereof.
- b. Seller means the person or organization that has entered into this Basic Ordering Agreement (BOA).
- c. Company means any DOE Contractor and authorized Subcontractor utilizing the BOA.
- d. Item means "commercial items or services" and "commercial component", as defined in FAR 52.202-1.
- e. Order means individual requests for Items or Services (hereinafter referred to as "Item") issued under this BOA.
- f. Authorized Subcontractor means a subcontractor holding an active subcontract issued by a DOE Contractor.
- g. BOA Procurement Representative means the person responsible for negotiating and administrating the BOA.
- h. Order Procurement Representative means the person responsible for negotiating and administration of the respective Order.
- i. Site Specific Terms and Conditions means those unique requirements of the Company issuing Orders under this BOA which will supplement these general terms and conditions.

2. ORDER OF PRECEDENCE

Any inconsistencies shall be resolved in accordance with the following descending order of precedence: (1) item description, (2) face of the Order, (3) Site Specific Terms and Conditions, (4) face of the BOA, and (5) the BOA general terms and conditions and Software Service Agreement.

3. TITLE AND ADMINISTRATION

All property rights and interests resulting from this BOA and Orders shall pass directly from Seller to the Government. Company shall make payments under Orders from funds advanced by the Government and agreed to be advanced by DOE, and not from its own assets. The Company may assign the BOA and Orders to DOE or its designee, and in case of such transfer and notice thereof to Seller, Company shall have no further responsibilities hereunder.

4. ACCEPTANCE OF TERMS AND CONDITIONS

Seller, by signing the BOA or Orders or delivering the items identified therein, agrees to comply with all the terms and conditions, all specifications and all other documents that this BOA or Order incorporates by reference or attachment. Company hereby objects to any Terms and Conditions contained in any acknowledgment of the BOA or Order that are different from or in addition to those mentioned in this document. Failure of Company to enforce any of the provisions of the BOA or Order shall not be construed as evidence to interpret the requirements of the BOA or Order, nor a waiver of any requirement, nor of the right of Company to enforce each and every provision. All rights and obligations shall survive final performance of the BOA or any Order there under.

5. WARRANTY

Seller expressly warrants that items delivered under the Orders shall be in accordance with Seller's affirmation, description, sample, or model and compliant with all requirements of the BOA and Order. The warranty shall begin upon acceptance and extend for a period of (1) the manufacturer's warranty period or six months, whichever is longer, if Seller is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if Seller is the manufacturer, of the item or has modified it. If any nonconformity with the item appears within that time, Seller shall promptly repair or replace such items or re-perform services. Transportation of replacement items and return of nonconforming items and repeat performance of services shall be at Seller's expense. If repair or replacement or re-performance of services is not timely, Company may elect to return the nonconforming items or repair or replace them or re-procure the services at Seller's expense.

6. ASSIGNMENT

Seller shall not assign rights or obligations to third parties without the prior written consent of Company. However, Seller may assign rights to be paid amounts due or to become due to a financing institution if Company is promptly furnished written notice and a signed copy of such assignment. Payments to an assignee shall be subject to set off or recoupment for any present or future claims of Company against Seller.

7. NEW MATERIALS

Unless otherwise specified in the BOA or Order, all items delivered shall consist of new materials. New is defined as previously unused which may include residual inventory or unused former Government surplus property. This does not include the use of recycled or recovered material as defined by the Environmental Protection Agency in 40 CFR 247.

8. TRANSPORTATION

Transportation shall be "FOB Destination" unless specified otherwise in the Order and no insurance cost shall be allowed unless authorized in writing on the specific Order. The bill of lading shall indicate that the transportation is for the Government and is subject to the standard Government bill of lading terms and any special rates or charges.

9. RISK OF LOSS

Where Company is liable to Seller for loss of conforming items occurring after the risk of loss has passed to Company, Company shall pay Seller the lesser of (1) the agreed price of such items, or (2) Seller's cost of replacing such items. Such loss shall entitle Seller to an equitable extension in delivery schedule obligations.

10. PAYMENT

Unless otherwise provided, terms of payment shall be Net 30 days from the latter of (1) receipt of Seller's proper invoice, if required, or (2) delivery (and acceptance, if required by the Order) of items/completion of work. Any offered discount shall be taken if payment is made within the discount period that Seller indicates. Payments may be made either by check, purchase card or electronic funds transfer, at the option of Company. Payment shall be deemed to have been made as of the date of mailing or the date on which an electronic funds transfer was made. Notwithstanding anything to the contrary stated herein, the Company shall be entitled at any and all times to set off against any amounts payable by the Company hereunder any amount owing from Seller to the Company under Orders or any subcontracts with Seller.

11. DATA REPORTING REQUIREMENTS

- a. Seller shall report yearly savings to the contractually named point of contact from the individual sites utilizing this BOA. Savings shall be calculated in one of the following two established methodologies (noted in the order of precedence):
 1. BOA pricing paid below seller pricing previous price paid (Historically Pricing or established GSA Pricing).
 2. BOA pricing paid below seller's most preferred supplier pricing.
- b. Seller shall report annual savings data, based on a fiscal year of October 1 - September

31, to the ICPT steering Committee Chair.

12. COMPLIANCE WITH LAWS

- a. Seller shall comply with all applicable federal, state, and local laws and ordinances and all pertinent orders, DOE directives, rules, and regulations (including DOE regulations) and such compliance shall be a material requirement of this BOA and resulting Orders. Seller warrants that each chemical substance constituting or contained in items furnished under this BOA is on the list of substances published by the Administrator of the Environmental Protection Agency pursuant to the Emergency Preparedness and Community Right-to-Know Act and Toxic Substances Control Act as amended. With each delivery Seller shall provide Company any applicable Material Safety Data Sheet as required by the Occupational Safety and Health Act and applicable regulations including, without exception, 29 CFR 1910.1200.
- b. Seller shall include this article in all subcontracts, at any tier, involving the performance of this BOA.

13. TERMINATION FOR CAUSE

- a. Only the Company issuing the BOA may terminate the BOA for cause, in whole or in part, if the Seller fails to comply with any of the terms of the BOA, or fails to provide adequate assurance of future performance. Only the Company issuing any Order may terminate the Order for cause, in whole or in part, if Seller fails to comply with any of the terms of the Order or fails to provide adequate assurance of future performance. In either event, the Company shall not be liable for any amount for items not accepted.
- b. If the BOA or any Order is terminated for cause, the Company may require Seller to deliver to the Company any supplies and materials, manufacturing materials, and manufacturing drawings that Seller has specifically produced or acquired for the terminated portion of the BOA or Order. The Company shall pay the agreed-upon price for completed items delivered and accepted. The Company and Seller shall agree on the amount of payment for all other deliverables.
- c. Seller shall not be liable to Company for delays in performance occasioned by causes beyond Seller's reasonable control and without its fault or negligence.
- d. The rights and remedies of the Company in this clause are in addition to any other rights and remedies provided by law or under the BOA or resulting Order.

14. BANKRUPTCY

If Seller enters into any proceeding relating to bankruptcy, it shall give written notice via certified mail to the BOA Procurement Representative within five days of initiation of the proceedings. The notification shall include the date on which the proceeding was filed, the identity and location of the court and a listing of the BOA and Order numbers for which final payment has not been made.

15. TAXES

Taxes shall be collected and paid in accordance with the Site Specific Terms and Conditions of the respective Order.

16. CHANGES

- a. The Company issuing the BOA reserves the right to make changes within the general scope of the BOA by issuance of a unilateral change order, or by a bilateral modification to the BOA. The Company issuing the Order reserves the right to make changes within the general scope of the Order by issuance of a unilateral change order or by a bilateral modification to the Order. Such changes may include, without limitation, changes in (1) the description of the item, (2) the quantities of items ordered, (3) the method of shipment or packaging, and (4) the time or place of delivery, inspection, or acceptance. The Seller shall promptly comply with any such change made by the Company. If any change affects the cost of or the time required for performance, an equitable adjustment to the price and/or delivery requirements

and other affected provisions of the BOA or any Order shall be made by the parties in a bilateral modification. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Company's change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment.

- b. Only the BOA Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the BOA. Only the Order Procurement Representative is authorized on behalf of Company to issue changes whether formal or informal to the respective Order. If Seller considers that any direction or instruction by Company personnel constitutes such a change Seller shall not rely upon such instruction or direction without written confirmation from the BOA Procurement Representative or the Order Procurement Representative, as the case may be.
- c. Nothing in this article, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the agreement as changed by the BOA Procurement Representative or the Order Procurement Representative, as the case may be.

17. TERMINATION FOR CONVENIENCE

The Company issuing the BOA may, in its sole discretion, terminate the BOA, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller a written notice of termination. The Company issuing the Order may, in its sole discretion, terminate the order, or may terminate the fabrication of all or any portion of the items not then completed, at any time, by giving the Seller written notice of termination. Upon receipt of a notice of termination, the Seller shall, unless the notice requires otherwise, discontinue all performance on the date and to the extent specified in the notice, and shall otherwise minimize costs to the Company. Payment for items already completed or in the process of completion, shall be adjusted between the Seller and the Company in a fair and reasonable manner, but such payment shall exclude any allowance for the uncompleted portion of the items, or any anticipated profits thereon. Such payment for items already completed or in the process of completion shall be the total compensation due to the Seller for termination for convenience by the Company.

18. SUSPENSION

The Company issuing the BOA may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the BOA for an indefinite period of time. The Company issuing the Order may, for any reason, direct the Seller to suspend performance of any part of or all of the performance of the Order. If any such suspension significantly delays the progress of or causes the Seller additional direct expenses in the performance of the BOA or any Order, not due to the fault or negligence of the Seller, the compensation to the Seller shall be adjusted by a modification to the BOA or any Order and the time of performance shall be extended by the actual duration of the suspension. Any claim by the Seller for compensation of a schedule extension must be supported by an appropriate document asserted within ten (10) days from the date an order is given to the Seller to resume the performance of the BOA or any Order.

19. INCORPORATION BY REFERENCE

The BOA incorporates certain clauses by reference. These clauses apply as if they were incorporated in their entirety. For Federal Acquisition Regulation (FAR) provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means the Company BOA Procurement Representative. The FAR clauses may be obtained from the Company upon request.

The following clauses are incorporated by reference:

- FAR 52. 219-8 Utilization of Small Business Concerns (MAY 2004)
- FAR 52.222-26 Equal Opportunity (APR 2002), (The required poster is available at: <http://www.doi.gov/dol/esa/public/regs/compliance/posters/eo.htm>)
- FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (DEC 2001), and
- FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- FAR 52.227-3 Patent Indemnity (APR 1984)
- FAR 52.227-9 Refund of Royalties (APR 1984)
- FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

UCHICAGO ARGONNE, LLC FLOW DOWN AGREEMENT FOR FIXED PRICE COMMERCIAL IT AGREEMENTS AND IN-BOUND LICENSES

In consideration of licensing, selling or otherwise supplying anything to UChicago Argonne, LLC ("Argonne" or the "Laboratory") and other valid consideration, the receipt, adequacy and sufficiency of which is acknowledged, the Contractor identified below or in an Argonne purchase order, or both, hereinafter "Contractor," acknowledges and agrees to the following:

- Argonne is acting as an M&O contractor to the U.S. Department of Energy ("DOE") under DOE Prime Contract No. DE-AC02-06CH11357 ("Prime Contract") in accordance with the Federal Acquisition Regulation ("FAR") Subpart 17.6 and the DOE Acquisition Regulation ("DEAR") Part 970. The Prime Contract is accessible and periodically updated at <http://www.enr.gov/contract/>. The Prime Contract requires Argonne to incorporate by reference, effectuate or otherwise include certain laws, regulations, requirements, terms and conditions ("Flow Downs") in procurement agreements, contracts/subcontracts, licenses, transactions and other arrangements and agreements ("agreements") with third parties (at one or more lower tiers), including Contractor.
- To the extent applicable and required by the terms of the Flow Downs, without waiver or exception, the Flow Downs set forth below are incorporated by reference, effectuated and otherwise included in, made a part of and govern in the event of any conflict with any agreement between Argonne and Contractor, taking into account the Prime Contract and adjusting for Argonne's role and responsibilities as a contractor to DOE under the Prime Contract and Contractor's role and responsibilities as a contractor/subcontractor to Argonne. Thus, the terms "contractor" and "subcontractor" appearing in the original unmodified text of the Flow Downs mean Contractor when defining the responsibilities, duties and liabilities owed by the Contractor under an agreement pursuant to Flow Downs; and the term "government" appearing in the original unmodified text of the Flow Downs means Argonne, DOE, or both (whichever is applicable under the Flow Downs and Prime Contract) when defining rights and remedies held by Argonne or DOE. **To the extent a Flow Down by its terms and conditions is inapplicable to an agreement or is intended and duly authorized by the U.S. government to be superseded by written terms and conditions executed by the General Services Administration or DOE, it is deemed deleted, null and void with respect to that agreement.**

Flow Down Citation	TITLE and Summary
DEAR 952.204-77	COMPUTER SECURITY.
DEAR 970.5204-02	LAWS, REGULATIONS AND DOE DIRECTIVES (DEVIATION).
DEAR 970.5227-05	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.
DEAR 970.5227-06	PATENT INDEMNITY – SUBCONTRACTS.
FAR 52.203-05	COVENANT AGAINST CONTINGENT FEES.
FAR 52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.
FAR 52.203-07	ANTI-KICKBACK PROCEDURES
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
FAR 52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPECTED OR PROPOSED FOR DEBARMENT.
FAR 52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS.
FAR 52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN.
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES. Applies to all Subcontracts and purchase orders that are subject to FAR 52.222-25.
FAR 52.222-26	EQUAL OPPORTUNITY (E.O. 11246)
FAR 52.222-35	EQUAL OPPORTUNITY FOR VETERANS
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (29 U.S.C. 793).
FAR 52.222-37	EMPLOYMENT REPORTS VETERANS.
FAR 52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT.
FAR 52.222-41	SERVICE CONTRACT ACT OF 1965 (41 U.S.C. 351, et seq.) FAR 52.222-51 & 53 EXEMPTIONS FROM APPLICATION OF SERVICE CONTRACT ACT.
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (22 U.S.C. 7104(g)).
FAR 52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION.
FAR 52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS.
FAR 52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING.
FAR 52.224-01	PRIVACY ACT NOTIFICATION.
FAR 52.224-02	PRIVACY ACT
FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
FAR 52.227-01	AUTHORIZATION AND CONSENT without Alternate 1
FAR 52.227-03	PATENT INDEMNITY – SUPPLIES AND SERVICES.
FAR 52.227-14	RIGHTS IN DATA (ALTERNATE V, AND DEAR 927.409(a),(d)(3) AS REQUIRED BY DEAR 927.409)
FAR 52.227-16	ADDITIONAL DATA REQUIREMENTS.
FAR 52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL).
FAR 52.232-20	LIMITATION OF COST. Applies if the Subcontract is fully funded.
FAR 52.232-22	LIMITATION OF FUNDS. Applies if the Subcontract is incrementally funded.
FAR 52.242-15	STOP-WORK ORDER with ALTERNATE I.
FAR 52.244-02	SUBCONTRACTS with ALTERNATE I.
FAR 52.245-01	GOVERNMENT PROPERTY.

- Contractor shall implement commercially reasonable measures that meet or exceed industry standards relative to the protection of any computing, data transmission or storage or any other information technology components, clients, hardware or systems, software, health or personally identifiable information ("PII"), data or content. Contractor shall comply with all applicable data privacy, data security and other laws, which shall be deemed incorporated by reference to the extent required by such laws. Some examples of such laws may include, without limitation, the following: Gramm-Leach-Bliley Act ("GLB"); Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681 et seq.; The Privacy Act of 1974, 5 USC 552a and rules and regulations thereunder; Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); Illinois' Personal Information Protection Act – 815 ILCS 530/1; California's Security of Personal Information law – Civil Code Section 1798.81.5; Massachusetts' Standards for the Protection of Personal Information of Residents of the Commonwealth 201 CMR 17.00; and other laws, as applicable. Contractor shall promptly notify the Laboratory in writing in the event Contractor has reason to believe there has been or may be a violation of applicable law or, without the express and specific authorization of Argonne, access or introduction to, or destruction or compromise of, any computing, data transmission or storage or any other information technology components, clients, hardware or systems, software, PII, data or content owned, leased, licensed, operated or otherwise controlled by DOE, Argonne or any of its contractors/subcontractors, employees or agents ("Argonne Property") as a result of anything supplied by Contractor to Argonne. No rights, title or interests in or to Argonne Property are assigned, transferred or granted, except the limited, temporary,

revocable non-exclusive right to access or use the extent necessary for Contractor to fulfill its responsibilities, duties and liabilities owed to Argonne under an agreement. Contractor shall promptly provide Argonne with information and assistance reasonably necessary for Argonne to eliminate or mitigate such occurrences upon Argonne's request and, if such an occurrence is the result of anything supplied by Contractor to Argonne, without additional cost. Upon reasonable written request by Argonne, and subject to Contractor's duties to maintain confidentiality, Contractor shall supply Argonne with a description of the policies and procedures it employs to maintain PII and other information technology and data privacy and security measures as well as compliance with applicable laws. Contractor shall provide any additional information reasonably requested by Argonne regarding the information technology and data privacy and security and legal compliance measures Contractor implements in relation to anything it supplies Argonne. Contractor shall comply with common security configurations available from the National Institute of Standards and Technology's website at <http://checklists.nist.gov> to the extent applicable, and all Argonne information technology and data privacy and security policies, which shall be made available to Contractor. Contractor shall reasonably assist Argonne in transitioning or migrating to or otherwise utilizing alternate technologies. Contractor shall not supply to Argonne counterfeit or used items or other things with misleading labeling, specifications or descriptions.

4. No liability limitations shall apply to Contractor, and Contractor shall indemnify, defend and hold harmless Argonne for, any liabilities or damages arising from or relating to the willful misconduct or gross negligence of Contractor.
5. In no event shall Argonne, The University of Chicago or the U.S. government have any responsibility, duty or liability to indemnify, defend or hold harmless Contractor or any other entity under the terms and conditions of any agreement. In no event shall Argonne be obligated to pay any amount above the purchase order obligated amount or incrementally funded amount, or to obligate Argonne beyond the purchase order obligated term or incrementally funded term. In no event shall non-public Argonne Property be subject to audit or disclosure except to the extent required by law or authorized by DOE under the Prime Contract. DOE may access anything supplied to Argonne to the extent provided by federal laws, regulations or the Prime Contract. Argonne may assign any agreement to any successor operator of Argonne National Laboratory upon written notice to Contractor. In no event shall Argonne be subject to any interest charges or penalty fees of any kind. In no event shall Contractor use the name of Argonne or DOE or any trademarks or other symbols associated therewith in a manner suggesting any endorsement or in any other advertising or promotional manner except to the extent of Argonne's express, specific and contemporaneous written consent. Except to the extent prohibited by law, in no event shall Argonne be subject to any incidental, consequential, special, punitive or exemplary damages or liabilities, lost data, loss of business or goodwill, or any other indirect damages or liabilities under breach of warranty or contract, tort or otherwise, even if a party knew of the possibility of such damages.
6. This Agreement amends and is made a part of any agreement between Argonne and Contractor, and the terms and conditions of this Agreement shall prevail in the event of any inconsistency with any other terms or conditions. In order of priority, Federal and Illinois law shall govern the interpretation of this Agreement, any other agreement and any disputes between Argonne and Contractor. This Agreement comprises the entire agreement between Argonne and Contractor regarding its subject matter, and may only be modified in writing by Argonne with express and specific reference to this Agreement.

ACKNOWLEDGED AND AGREED TO BY

CONTRACTOR (insert legal entity name) LCPT Tracker, Inc. Address P.O. Box 177 Orange CA 92654
 Signature [Signature] Date 1/15/15 Name (print) Avis Vireil Title Sales Director Email [Email]
 AND
 UCHICAGO ARGONNE, LLC Signature [Signature] Date 1/13/15 Title William Walsh Procurement Operations Manager

Attachment D

SOFTWARE SERVICE AGREEMENT

This Agreement (“Agreement”) is made this day of January 30, 2015 (the “Effective Date”) between LCPtracker, Inc. (“LCPtracker” herein) and UChicago Argonne, LLC (“Client”) who is operating under Prime Contract No. DE-AC02-06CH11357 with the U.S. Department of Energy.

Together, in this Agreement, LCPtracker and Client are called “Party” and/or “Parties”. Also, as used herein “User” is an individual who uses LCPtracker owned software and/or hardware on behalf of Client.

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the Parties agree as follows:

Section 1.1. Consideration.

LCPtracker’s consideration supporting this Agreement is the provision of that which is described herein. Client’s consideration supporting this Agreement is the provision of that which is described herein.

Section 2.1. Services Licensed.

LCPtracker grants to Client a non-exclusive, revocable, limited license to use certain LCPtracker software. Said license can only be used as delineated in this Agreement.

Section 2.2. Non-Exclusive Right.

The right granted herein is non-exclusive. LCPtracker may compete with Client, and LCPtracker may grant right(s) to third parties who may compete with Client, in connection with the services discussed herein.

Section 3. Proprietary Technology, Trade Secrets and Confidential Information.

Client acknowledges and agrees that the Licensed Software and Leased Hardware contain LCPtracker’s valuable and proprietary technology, trade secrets and confidential information. Client shall only use the product in the manner and for the purposes intended by LCPtracker. Client agrees that it will not tamper with, disassemble, reverse engineer, duplicate or use the product except in accordance with this Agreement.

Section 4. Rights Not Implied.

Any right(s) not expressly granted by this Agreement shall not be implied; and such are expressly reserved by LCPtracker. The rights granted pursuant to this Agreement permits only the services and use as expressly delineated in this Agreement.

Section 5. No Rights Conferred.

It is understood and agreed that the Licensed Software and Leased Hardware are owned by LCPtracker, and that no interest, other than that specifically delineated herein, in Licensed Software and Leased Hardware is conferred on Client or Users by either this Agreement or

Client or Users use of the Licensed Software and/or Leased Hardware. Said Licensed Software and Leased Hardware can only be used as delineated in this Agreement.

Section 6. Ownership of LCPtracker Property.

No transfer of any rights, title, or interest of any LCPtracker property is intended by this Agreement. All rights, title, or interest therein are LCPtracker's property, inclusive without limitation of that mentioned herein, and remain exclusively with LCPtracker.

Section 7. Intellectual Property Rights.

No transfer of any rights, title, or interest of any intellectual property is intended by this Agreement. All rights, title, or interest in intellectual property in the product are LCPtracker's property, inclusive without limitation of that mentioned herein, and remain exclusively with LCPtracker. Client agrees that all intellectual property rights in the Licensed Software that may stem from this collaboration belong and are hereby assigned to LCPtracker.

Section 7.1. License Ownership.

The Parties agree, and LCPtracker warrants, that LCPtracker is the exclusive owner of the Licensed Software.

Section 8. Storage of Data.

LCPtracker agrees to store the data entered by Client and report images produced by the Licensed Software for the fee(s) stated in Attachment B, and for the term described herein. An active, paying Client will have access to the Client's databases for a minimum period of 6 years 3 months. An inactive, non-paying Client's databases will be archived for a minimum period of 6 years and three months can be accessed for the fee(s) stated in Attachment B, which is attached as Exhibit A.

Section 8.1. Request Termination of Account.

Client may request termination of the account login and the removal of the Client's stored reports in LCPtracker for a fee by requesting said termination in writing with 30 days' notice.

Section 9. Internet Based Software.

The Licensed Software is an internet based software only. As such, the Licensed Software requires internet access. LCPtracker is not responsible for providing internet access to Client.

Section 9.1. Access to Licensed Software.

Client will access the Licensed Software using a login identification and passcode that will be issued by LCPtracker.

Section 10. Unauthorized Use.

Client shall not assign, sublease, transfer, rent, loan, hypothecate, or in any other way assign this Agreement or any right or interest under this Agreement, nor delegate any work or

obligation to be performed under this Agreement, without LCPtracker's express, written permission. Client also shall prevent all persons subject to Client's control from such sublease, assignment, transfer, rent, loan, hypothecation, and other use, except as allowed by LCPtracker's express, written permission. Any act in contravention of this Section shall be void and ineffective.

Section 10.1. Restrictions.

Client shall behave reasonably when exercising any right provided herein. Such reasonable behavior shall include, without limitation: Client shall not, nor shall it permit or assist others in any effort: (i) to modify or fraudulently use any LCPtracker software, technology, digital content, or other property; (ii) to process or permit to be processed the data of any third party that is not expressly authorized herein to access and use any LCPtracker software, technology, digital content, or other property; or (iii) to access, alter, or destroy any information of any customer of LCPtracker by any fraudulent means or device, or attempt to do so.

Section 11. Trade Secrets.

Client acknowledges that the source code, and anything else that underlies the Licensed Software and Leased Hardware, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations are trade secrets which belong to LCPtracker. Client further agrees any customized codes developed by LCPtracker are trade secrets, which unless there is a written agreement to the contrary, belong to LCPtracker. To the extent that Client may ever learn of any LCPtracker source code, and anything else that underlies the Licensed Software and Leased Hardware, including without limitation, underlying ideas, underlying algorithms, underlying concepts, underlying procedures, underlying processes, underlying principles, and underlying methods of operations.

Section 12. Confidential Information.

Herein "Confidential Information" means data that is or is somehow related to financial, accounting, statistical, personal, goal-related, need-related, strategic-plan-related, account, insurance-related, other proprietary-related, and/or personnel data of any entity/individual with which LCPtracker ever has had any dealings, and any entity/individual related to such, inclusive without limitation of any employee of such, and of any entity/individual with which such has ever had a business/contracting relationship. Confidential Information includes the passcode that Client will use to access the Licensed Software. Client further agrees any customized codes developed by LCPtracker are confidential information, which belong to LCPtracker.

Section 12.1. Nondisclosure of Confidential Information.

Client promises that it will never disseminate, distribute, share, copy, send, or in any other manner communicate, and that it will never allow anyone else to disseminate, distribute, share, copy, send, or in any other manner communicate Confidential Information to anyone other than someone who must have such Confidential Information in order to use the product and services supplied under this Agreement, except to employees or agents of the

U.S. Department of Energy who are under a duty under federal regulations to preserve the confidentiality of Confidential Information.

Section 12.2. Assumption of the Risk Regarding Loss of Confidential Information.

Client strictly assumes all risks that are at all associated with Client and/or anyone who has accessed Confidential Information through, because, or by way of Client, disseminating, distributing, sharing, copying, sending, or in any other manner communicating any Confidential Information to anyone other than as permitted by this Agreement.

Section 13. Proprietary Information.

LCPtracker's proprietary information includes, but is not limited to: LCPtracker's prices, including without limitation all dollar amounts and all terms; the format used to display said dollar amounts and terms, which includes without limitation the wording used in said display is LCPtracker proprietary information.

Section 13.1. Nondisclosure of Proprietary Information.

Client agrees to not publish, give, share, disclose, or in any other way provide LCPtracker's proprietary information to anyone except as permitted by this Agreement. Client further agrees to take all reasonable steps necessary to prevent the publication, giving, sharing, disclosure, or any other provision of its proprietary information to anyone not permitted by this Agreement, except to employees or agents of the U.S. Department of Energy who are under a duty under federal regulations to preserve the confidentiality of proprietary information.

Section 14. Consent to Release of Information.

Client agrees that LCPtracker may provide information about Client and its relationship with LCPtracker to any governmental or regulatory agency that is investigating Client's services, marketing methods, procedures, or communications that are related to this Agreement.

Section 14.1. No Spam Policy.

Client agrees to strictly abide by LCPtracker's no spam policy. Under that policy, the only bulk emails that are authorized are emails to recipients who have voluntarily submitted their email address to Client.

Section 14.2. Limited Warranty for the Licensed Software.

LCPtracker warrants that the Licensed Software will perform as purported in the User Manual, only if Client uses the Licensed Software as described in the User Manual (inclusive, without limitation, of what data should be entered). LCPtracker provides no warranty for the Licensed Software other than that provided in this Section.

Section 14.3. Limited Warranty for LCPtracker Hardware. LCPtracker warrants that LCPtracker hardware will perform as purported in the User Manual, only if Client uses the hardware as described in the User Manual. LCPtracker provides no warranty for the hardware other than that provided in this Section.

Section 14.4. Third-Party Software and Hardware.

LCPtracker may provide third-party software and/or hardware to Client. If the third-party software and/or hardware contains a manufacturer's warranty, such will be provided to Client at the time of delivery of the third-party software and/or hardware. LCPtracker does not provide any type of warranty for the third-party software or hardware. Client must deal directly with the manufacturer of the third-party software and/or hardware with respect to the manufacturer's warranty.

Section 15. Warranty Disclaimer.

LCPtracker makes no warranty of merchantability, warranty of fitness for a particular purpose, or any other warranty, except for that expressly stated in this Agreement. Further, LCPtracker disclaims any warranties not expressly stated in this Agreement.

Section 16. Assumption of the Risk.

Client agrees to strictly assume all of each and every risk that is at all associated with use of the Licensed Software, and hardware inclusive of, without limitation, technical issues with the Licensed Software, and hardware, and inadvertent release of any information, confidential or not.

Section 16.1. Limitation on Remedies.

Except for willful misconduct, LCPtracker shall not be subject to special, consequential, indirect, incidental, or punitive damages, or lost profits.

Section 17. Force Majeure.

LCPtracker shall not be liable for any damages that are caused by anything that is not reasonably within LCPtracker's control, such as Acts of God, hacking, and an internet shut-down.

Section 17.1. Service Interruptions.

LCPtracker shall not be liable for any damages that are the result of any service interruption, no matter what the cause of that service interruption is.

Section 18. Waiver.

If either Party does not exercise one or more of its rights hereunder, such shall not be construed as a waiver of any right(s) by said Party.

Section 19. Agreement Not To Be Interpreted Against Scribner.

The Parties agree that this Agreement shall not be construed against a Party because that Party may have drafted this Agreement.

Section 20. Partial Invalidity/Enforceability.

If any particular portion(s) of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable, or both, then the remainder of this Agreement shall be valid and enforceable.

Section 21. Compliance with Laws.

Client must strictly comply with all applicable Federal, State, and Local laws.

Section 22. All Sales are Final.

The Parties agree all sales are final and that no refunds will be provided for any reason.

Section 23. Notices.

Any Notice required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, or sent by email provided delivery is confirmed), or U.S. Mail (registered or certified , return receipt requested only). Such notice will be deemed to be given when dispatched. The contact information that must be used in order to give Notice under this Agreement is as follows:

- (1) Hand delivery must be to:
LCPtracker President Mark Douglas;
- (2) Overnight courier or U.S. mail delivery must be to: Mark Douglas, President
LCPtracker, Inc.
P.O. Box 187 Orange, CA 92856
- (3) Email delivery must be sent to:
mdouglas@lcptracker.com
and to: kvincil@lcptracker.com