

6893



UMDNJ
UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY

CONTRACT APPROVAL FORM

Date: 04/13/2009

Vendor Name: Amnis Corporation

Requisition#: R0181393

Contract#: C09-507

Bid/Waiver#: W09-139

Buyer: Agata Bober(AAB) – ph 5-9063 email:boberaa@umdnj.edu

ADM 4/14/09
Comments: Service Contract

Cost: \$32,397.26

Start Date: 02/01/2009

End Date: 01/31/2010

@V for Amnis to sign

was 4/16/09



Amnis Corporation
 2505 Third Avenue
 Suite 210
 Seattle, WA
 98121-1480
 Phone # (206) 374-7000
 Fax # (206) 576-6895

Sales Quote

Name / Address
UMDNJ New Brunswick University of Medicine and Dentistry of New Jersey PO Box 2686 New Brunswick, NJ 08903

Date	Estimate #
1/8/2009	1090

Item	Description	Qty	Cost	Total
500310	Annual Service Contract 2/1/2009 - 1/31/2010		28,000.00	28,000.00
500430	Annual Service Contract, 658 nm Laser 2/1/2009 - 1/31/2010		3,000.00	3,000.00
500440	Annual Service Contract, EDF prorated 7/1/2009 - 1/31/2010		1,397.26	1,397.26
			Subtotal	\$32,397.26
			Sales Tax (0.0%)	\$0.00
			Total	\$32,397.26

amnis

AMNIS CORPORATION
2505 THIRD AVENUE, SUITE 210
SEATTLE, WA 98121
T 206.374.7100
F 206.579.6295
www.amnis.com

March 20, 2009

Dear Dana,

The ImageStream[®] system from Amnis Corporation is the only system available that can image hundreds of cells per second providing up to 6 spatially registered, high resolution images of each cell. These 6 images (a brightfield, a darkfield, 4 fluorescent images) are then analyzed by the IDEAS[®] analysis software, which is part of the system.

The ImageStream system was developed by Amnis Corporation. In the US, the ImageStream system is sold exclusively by Amnis Corporation and Amnis Corporation is the sole provider of service and maintenance for the ImageStream system.

If you have any questions about the ImageStream or the company, please contact me directly.

Regards,

Jeff Hudson
Director of Sales
Amnis Corporation
jhudson@amnis.com
856-54608302

ImageStream Full Support Agreement

Annis Corporation 2505 3 rd Avenue, Suite 210 Seattle, WA 98121 800-730-7147	Customer Street address Town, State, zip phone
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Instrument S/N: Start Date:	Agreement # : End Date:
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SUMMARY

- Two Preventative Maintenance visits per year
- Guaranteed phone support within 1 business day, and on-site coverage within 3 business days
- All parts covered for any failure other than misuse
- All Scientific, Software and Service labor covered for on-site, phone, remote computer connection, and email support
- All software releases to IDEAS and INSPIRE included free of charge during the coverage interval.
- Training registration fees waived for two course attendees per year for any Annis-offered training. Half-price registration for all additional course attendees.
- All SpeedBead and Sheath reagents are supplied free of charge on a quarterly basis.
- \$28,000 base instrument per coverage year, optional module coverage available.

ARTICLE 1

PREVENTATIVE MAINTENANCE

Annis Service staff will visit your site during months 4 and 10 to load new software releases, install hardware upgrades, optimize any alignments and replace wear items as required to ensure your instrument produces the highest quality data possible. Annis service staff will also review historical ASSIST and usage logs to assess instrument stability and diagnose any potential issues before they affect instrument performance. If any potential problems are uncovered they will be resolved at that time or scheduled to be resolved at your convenience.

- a) Annis will make a best effort to perform preventative maintenance on months 4 and 10, however, actual preventative maintenance schedule may vary.
- b) Minimum duration between preventative maintenance visits will not be less than 6 months.

ARTICLE 2

GUARANTEED RESPONSE TIME

Although phone support is usually immediately available during the business day, Annis guarantees phone support within 1 business day and on-site coverage within 3 business days after it is determined that a problem cannot be resolved through phone support. For convenience the customer may choose to schedule the on-site support at some point beyond 3 days. Annis will add an extra month to the term of this agreement for each incident where guaranteed support times have not been met.

- a) After notification via email of a missed support time, Annis will provide confirmation of the term extension in article 10 of this agreement. No reasonable term extensions will be refused.
- b) Agreement term extensions will be limited to a maximum of 6 months

- c) Agreement term extensions will be added consecutively to the end of the term of this agreement.
- d) A term extension of 6 months will include a preventative maintenance visit.

ARTICLE 3 PARTS COVERAGE

All parts within the Amnis instrument and covered options will be fully covered during the term of this agreement. If any part should fail it will be promptly replaced at no cost to customer.

- a) Parts coverage includes all lasers, as long as Full Coverage Support has been continuously maintained. Lapsed coverage may lead to laser and other part exclusions. All exclusions will be noted in Article 9 of this agreement. Unless noted in this agreement, all parts will be covered.
- b) Parts coverage does not include cosmetically damaged parts or failures resulting from misuse.
- c) Parts coverage does not include any non-Amnis supplied peripherals such as vortexers, hand tools, laser safety glasses, etc.

ARTICLE 4 LABOR CHARGES: SCIENTIFIC, SOFTWARE AND SERVICE SUPPORT

Amnis Scientific, Software and Service groups are ready to support you at any time for any reason at no additional cost to you. Support may be initiated via email at customersupportteam@amnis.com or phone at 800-730-7147. Contact information is also listed inside the sheath and waste access door of the instrument.

- a) Scientific and Software support is directed towards teaching the user to become self sufficient at analyzing their data files. Support is often provided via phone accompanied by a remote computer connection session to allow the Amnis staff and the user to view the analysis together.
- b) Amnis recommends users attend training classes offered periodically as described in Article 5.
- c) All labor required to perform Preventative Maintenance, replace or realign any hardware or perform any software upgrades is provided at no cost to the user during the term of this agreement.

ARTICLE 5 AMNIS TRAINING CLASSES

On a periodic basis (~ 4 times per year) Amnis holds detailed training classes at its training facility in Seattle covering instrument operation and capabilities, optimal running configuration, preferred sample preparation protocols, data compensation and analysis techniques. A comprehensive understanding of the items listed above is vital to effective use of the ImageStream System. As part of this agreement Amnis will waive or reduce registration fees to these classes.

- a) Amnis will waive registration fees for the attendance of two users at one class or the attendance of one user at two classes as part of this agreement. Registration fees for the attendance of additional users are discounted by 50%.
- b) Class sizes are limited. Please check the class times and availability and make reservations as early as possible.
- c) Class reservations may be cancelled at any time without penalty. However we ask that you cancel reservations at least three weeks prior to the start of class to allow us to schedule another attendee in your place.

**ARTICLE 6
IDEAS AND INSPIRE SOFTWARE UPGRADES**

Amnis routinely adds new features and capabilities to IDEAS and INSPIRE to increase the capabilities and ease of use of the ImageStream System. All software upgrades to IDEAS and INSPIRE released during coverage interval will be installed free of charge.

**ARTICLE 7
REAGENTS SUPPLY**

The use of Amnis supplied and tested reagents is necessary for the reliable operation of the ImageStream System. Amnis will supply all needed SpeedBead and sheath buffer free of charge during the term of this agreement

- a) Reagents will be provided quarterly upon request in an amount not to exceed the volumes required for 24 hour a day operation, 7 days a week.
- b) Reagent requests may be made by calling Customer Support or emailing your request to customersupportteam@amnis.com. Your order will be confirmed via the delivery tracking number when your reagents ship.

**ARTICLE 8
PROGRAM COSTS**

The items covered and associated costs are listed below:

a)	ImageStream with 200 mW 488 nm laser	\$28,000
b)	375 nm laser	15% of list price
c)	405 nm laser	15% of list price
d)	658 nm laser	15% of list price
e)	Extended Depth of Field	5% of list price
f)	AutoSampler	10% of list price

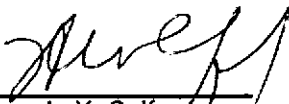
**ARTICLE 9
EXCLUSIONS**

None.

**ARTICLE 10
TERM EXTENSIONS**

None.

To activate this agreement please contact Amnis for an agreement number and to discuss the term, options coverage, exclusions and term extensions. Amnis will assign an agreement number, generate an agreement specific to your installation(s) and send it via email for your review. Please send a paper copy of the specific agreement with your purchase order to the address on this agreement with attention to Customer Support.


Francis X. Colford
Vice President for
Finance and Treasurer