

EXHIBIT 5

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND LABWARE INC.
[CONTRACT NO. 5441]

THIS FIRST AMENDMENT TO CONTRACT 5441 (“Amendment”) by and between the City of Denton, Texas (“City”) and LabWare Inc. (“Supplier”);

The CITY deems it necessary to further expand the goods/services provided by SUPPLIER to the CITY;

NOW THEREFORE,

Labware LIMS “Master Software Agreement” shall be amended as follows:

1. Section 3, “Terms of Agreement “is hereby amended to read as follows:

“It is the intention of the City of Denton to award a contract for a one (1) year period. The City and the Awarded Contractor shall have the option to renew this contract for an additional **five (5)** one year periods. The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council, unless either party notifies the other prior to the scheduled renewal date in accordance with the provision of the section titled "termination". At the option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.”

2. Add Section 14.0 Total Contract Amount

“Total Contract Amount for services shall not exceed \$182,800”.

3. Addendum 2, shall be replaced with attached Exhibit 1, (Quotes # CB010617101 and MRI0000990)

All other provisions of the contract 5441, as heretofore amended, remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the SUPPLIER, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this day of _____.

“CITY”

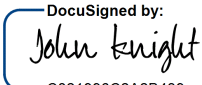
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____
TODD HILEMAN
CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____


APPROVED AS TO LEGAL FORM:
AARON LEAL, INTERIM CITY ATTORNEY

By:  _____
C821996C2A2B439...

“SUPPLIER”

LabWare Inc.
A Corporation

By:  _____ 3/10/2017
4522CE51C006454
AUTHORIZED SIGNATURE, TITLE

	LabWare, Inc. Three Mill Rd, Suite 102 Wilmington, DE 19806 Phone: (302) 658-8444 Fax: (302) 658-7894	<h1 style="text-align: center;">QUOTATION</h1> <p style="text-align: center;">QUOTATION NUMBER: CB01061701</p>
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City of Denton Environmental Services and Sustainability
1100 S. Mayhill Rd.
Denton, TX 76208

Attn: Fritz U. Schwalm

PROFESSIONAL SERVICES

Part Number	Units	Description	Unit Price	Total Price
1107.10	31 days	<i>LabWare Implementation Consultant</i> For assistance with system setup including: Requirements and workflow analysis Software installation System prototyping and configuration Report creation Template configuration (LIMS and/or ELN) Price per implementation consultant, per day. Travel and living expenses are not included in this price and will be invoiced separately. Quote for Offsite Consulting- No travel involved	\$1,600	\$49,600
1107.30	15 days	<i>On-Site LabWare Implementation Consultant</i> For assistance with system setup including: Requirements and workflow analysis Software installation System prototyping and configuration Report creation Template configuration (LIMS and/or ELN) Price per implementation consultant, per day. Travel and living expenses are included in this price and will not be invoiced separately. Quote for Onsite Consulting	\$2,000	\$30,000
TOTAL PROFESSIONAL SERVICES				\$79,600

TOTAL

		TOTAL OF ALL QUOTED ITEMS		\$79,600
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Terms and Conditions

The daily rate quoted for Implementation Services is fixed. However, any quoted number of days is an estimate only. Our estimates are based on information supplied to LabWare by the customer and on the assumption that the customer will actively participate in the implementation. The customer will be responsible for managing the project, including scope, schedule, and budget. The customer is expected to participate in all implementation activities, such as testing and entry of static data. LabWare will invoice the customer for the actual amount of time required to complete the work, which may be higher or lower than the estimate. We recommend that the customer adjust the scope and their level of participation as needed throughout the project in order to achieve the desired completion date at the budgeted cost.

Travel and living expenses will be charged as specified in this Quotation or the Master Services Agreement.

The currency for all quoted prices is United States Dollar (USD).

All quoted prices from and payments to LabWare are exclusive of any government duties, taxes and/or charges.

Sales tax has not been included in this quotation. Unless a Certificate of Exemption from sales tax or a sales tax self paid number is provided to LabWare, sales tax at the applicable rate will be added to all invoices.

This Quotation is valid for a period of 90 Days from the date below.

Make all purchase orders to: LabWare, Inc., addressed as above.

Payment Terms:

- Implementation services invoiced monthly for actual days provided.
- All payments due Net 30 Days from receipt of an accurate invoice.

If you have any questions concerning this quotation please call the undersigned at (302) 658-8444.



Craig Babinec

January 6, 2017

Date



LabWare, Inc.
Three Mill Road, Suite 102
Wilmington, DE 19806
302-658-8444
NAInvoices@labware.com

Maintenance/Support Renewal Program
Quote No: MRI0000990
Quote Date: January 6, 2017
Invoice to be Issued in 30 Days
Customer ID: 30539
Return PO or Payment Info: NAInvoices@labware.c
MAINTENANCE QUOTATION

Page 1 of 2

City of Denton Environmental Services
215 E McKinney St
Denton, TX 76201-4229

City of Denton Municipal Lab Env. Serv.
1100 S Mayhill Rd
Denton, TX 76208-6318

Attn: Fritz U. Schwalm

Your LabWare LIMS Maintenance and Support Program is renewed annually as per your contract.

Please remit your Purchase Order or Payment Details to NAAdmin@labware.com.

Purchase Order #:

Modules Covered by Plan	Start Date	End Date	Maint Charge
MS: Tech Support	03/01/2017	02/28/2018	4,000.00
<p>Yearly Technical Support per named contact LabWare Technical Support Includes-</p> <ul style="list-style-type: none"> Telephone Support - Dialup support service <p>Online Web-based support including access to:</p> <ul style="list-style-type: none"> -LabWare DevTrack to download Modules - LabWare LabTrack for updates and defect fixes - LabWare Knowledge Track for technical articles <p>Attendance to LabWare's annual North American Customer Education Conference for the customer's primary support contact. Named Contact - Fritz U. Schwalm - If this is no longer the named contact please let us know Registration must be approved 30 days prior to the start date to attend the CEC Support is provided 8 hours per day, 5 days per week during East Coast business hours. Price quoted is per named contact per year Each named contact must attend our LIMS Administration Training Course prior to gaining support access.</p>			
MS: Maintenance	03/01/2017	02/28/2018	6,120.00
<p>Annual Periodic Upgrade and Maintenance Program: The annual price of software maintenance is 17 percent of the total price of all licenses purchased to date. 5 Capacity LIMS license - \$ 36,000 purchased Feb. 21, 2014 as per Quote DT01091402 and PO 167046 FOR THE PERIOD OF MARCH 1, 2017 THROUGH FEBRUARY 28, 2018</p>			



LabWare, Inc.
Three Mill Road, Suite 102
Wilmington, DE 19806
302-658-8444
NAInvoices@labware.com

Maintenance/Support Renewal Program

Quote No: **MRI0000990**
Quote Date: **January 6, 2017**
Invoice to be Issued in 30 Days

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MAINTENANCE QUOTATION

Page 2 of 2

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Purchase Order #:

Modules Covered by Plan	Start Date	End Date	Maint Charge
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2017-2018 Annual Technical			
Maintenance Support			\$10,120
2 Additional years of Support			
2018-2019			\$10,120
2019-2020			\$10,120
TOTAL Maintenance/ Technical			
Support for three years			\$30,360

**** This quote does not include any applicable sales tax.**

The Maintenance fee for the upcoming period is due by the anniversary date. Please allow accordingly for your internal processes, ie. PO generation, online invoicing timing, etc.

If the maintenance fee is not remitted on or before the anniversary date, the following notice will be served: All means of support access will be suspended 30 days after the anniversary date. 30 days from the anniversary date the maintenance fee will be renewed, if desired, at the then current rate used for new license sales based on the then current pricing curve.

Total Due: \$10,120.00

Remit LabWare, Inc.
Payment 3 Mill Rd., Suite 102
To: Wilmington, DE 19806
ABA#: 031100089
ACCT #: 5606446544

**All Amounts are in
USD**

Labware Consulting	\$79,600
3 Yrs Tech / Mtnc Support	\$30,360
Grand Total	\$109,960

EXHIBIT 5



Certificate Of Completion

Envelope Id: 005AD80B054041FEB675920B740E1E2E	Status: Sent
Subject: City Council Docusign Item - 5441	
Source Envelope:	
Document Pages: 7	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Robyn Forsyth
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	robyn.forsyth@cityofdenton.com
	IP Address: 129.120.6.150

Record Tracking

Status: Original	Holder: Robyn Forsyth	Location: DocuSign
3/8/2017 1:17:18 PM	robyn.forsyth@cityofdenton.com	

Signer Events

Robyn Forsyth
robyn.forsyth@cityofdenton.com
Buyer
City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

J. Carlisle Peet III
peet@labware.com
VP

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Accepted: 3/10/2017 7:32:46 AM
ID: 3f018f16-4525-4425-a832-18d6fda020bb

John Knight
john.knight@cityofdenton.com
Deputy City Attorney
City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Julia Winkley
julia.winkley@cityofdenton.com
Contracts Administration Supervisor
City of Denton

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Completed

Using IP Address: 129.120.6.150

DocuSigned by:
J. Carlisle Peet III
4522CE51C006454...

Using IP Address: 73.28.140.20

DocuSigned by:
John Knight
C821996C2A2B439...

Using IP Address: 129.120.6.150

Timestamp

Sent: 3/8/2017 1:58:05 PM
Viewed: 3/8/2017 1:58:17 PM
Signed: 3/8/2017 1:59:12 PM

Sent: 3/8/2017 1:59:13 PM
Viewed: 3/10/2017 7:32:46 AM
Signed: 3/10/2017 7:33:31 AM

Sent: 3/10/2017 7:33:33 AM
Viewed: 3/10/2017 9:52:02 AM
Signed: 3/10/2017 9:52:29 AM

Sent: 3/10/2017 9:52:31 AM

EXHIBIT 5

Signer Events	Signature	Timestamp
Todd Hileman todd.hileman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 2/8/2017 4:52:51 PM ID: 8154723a-9757-4d53-a4b5-794656233671		
Jennifer Walters jennifer.walters@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Julia Winkley julia.winkley@cityofdenton.com Contracts Administration Supervisor City of Denton Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017 7:33:32 AM Viewed: 3/10/2017 10:39:14 AM
Sherri Thurman sherri.thurman@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 3/10/2017 7:33:32 AM
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Robin Fox Robin.fox@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Accepted: 10/9/2015 11:39:51 AM ID: 04463961-03db-4c4d-9228-d660d6146ed6		

EXHIBIT 5

Carbon Copy Events	Status	Timestamp
Jennifer Bridges jennifer.bridges@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Jane Richardson jane.richardson@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Fritz Schwalm fritz.schwalm@cityofdenton.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Patricia Burns Burns@labware.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Lab Ware Administration NAAdmin@labware.com Security Level: Email, Account Authentication (Optional) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:		
Notary Events		Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/10/2017 9:52:31 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

EXHIBIT 5

How to contact City of Denton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.gunn@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.gunn@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from City of Denton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Denton

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.gunn@cityofdenton.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

EXHIBIT 5

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.