

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter this "Agreement") is made and entered into as of this 24th day of October, 2009 (the "Effective Date"), by and between Abbott Laboratories, an Illinois corporation with offices at 100 Abbott Park Road, Abbott Park, IL 60064-3500 (hereinafter "Abbott") and Medical Training Solutions, Inc., a Washington corporation with offices at 206 1<sup>st</sup> Ave. S, Suite 500, Seattle, WA 98104 (hereinafter "MTS").

### WITNESSETH:

WHEREAS, MTS, in partnership with the University of Washington, produces, distributes and hosts training and testing software online and on CD-ROM for healthcare professionals including those employed in clinical laboratories, via its Lab Training Library, Competency Assessment and PPMP Competency Assessment software;

WHEREAS, Abbott and MTS entered into a Professional Services Agreement as of August 25, 2004 (the "Services Agreement"), under which MTS developed, established and provided training and testing software online for Abbott's customers via MTS's Lab Training Library, and Lab Competency Assessment and PPMP Competency Assessment Software which included certain training and competency testing for certain Abbott instruments for clinical laboratory professions based on materials that Abbott supplied to MTS; and

WHEREAS, Abbott desires that MTS provide Services (as hereinafter defined) including Programs (as hereinafter defined) for identified Abbott instruments to Abbott customers, on a worldwide basis in those countries for which a statement of work ("SOW" as hereinafter defined) is established.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound, Abbott and MTS hereby agree as follows:

### ARTICLE 1. DEFINITIONS

The following words and phrases, when used herein with initial capital letters, shall have the meanings set forth or referenced below"

1.1 "Abbott Instruments" shall mean the laboratory instruments marketed, sold or distributed by Abbott for which MTS shall develop or maintain Programs and provide Services. Such Abbott Instruments are set forth on Exhibit 1.1.

1.2 "Abbott Materials" shall mean the training and materials, including operator manuals and other documents that Abbott has developed for the Abbott Instruments as of the Effective Date and which are listed on Exhibit 1.2, that Abbott shall provide to MTS within thirty (30) days of the Effective Date.

1.3 "Contract Quarter" shall mean a three-month period of time, ending on the 24<sup>th</sup> day of January, April, July, and October of each Contract Year.

1.4 "Confidential Information" shall mean any and all technical data, information, materials and other know-how, including trade secrets, presently owned by or developed by, on behalf of, either party and/or its affiliates during the Term (as hereinafter defined) which relates to a Program or Services, or the development, manufacture, promotion, marketing, distribution, sale or use and any and all financial data and information relating to the business of either of the parties and/or of their affiliates, which a party and/or its affiliates discloses to the other party and/or its affiliates in writing and identifies as being confidential, or if disclosed orally, visually or through some other media, is identified as confidential at the time of disclosure and is summarized in writing within thirty (30) days of such disclosure and identified as confidential, except any portion thereof which:

- (a) Is known to the receiving party and/or its affiliates at the time of the disclosure, as evidenced by its written records;
- (b) Is disclosed to the receiving party and/or its affiliates by a third party having a right to make such disclosure;
- (c) Becomes patented, published or otherwise part of the public domain through no fault of the receiving party and/or its affiliates; or
- (d) Is independently developed by or for the receiving party and/or its affiliates without use of Confidential Information disclosed hereunder, as evidenced by its written records.

1.5 "Contract Year" shall mean a consecutive 12-month period of time during the Term, measured from the Effective Date or the yearly anniversary date thereof.

1.6 "Facility" shall mean the physical buildings or series of buildings of the Participating Customer (as herein after defined) in one location.

1.7 "Governmental Authority" shall mean, for the United States, the United States Food and Drug Administration (the "FDA") or any other government body or agency that succeeds it, and for countries other than the United States, the equivalent regulatory or governmental authority that oversees or regulates laboratory testing or the laboratory professionals that are the intended beneficiaries of the Programs.

1.8 "Participating Customer" shall mean an Abbott customer that executes a license agreement with Abbott substantially in a form to be mutually agreed by Abbott and MTS and obtains a Subscription (as hereinafter defined).

1.9 "Programs" shall mean each training and competency-testing program in a software online program format that MTS: (a) developed for Abbott pursuant to the Services Agreement;

or (b) shall develop for Abbott for each Abbott Instrument based on Abbott Materials according to the timeline set forth on Exhibit 1.1. Each program developed shall include one or more competency assessment quizzes of five (5) to ten (10) questions, each of which shall be updated with new questions every six months.

1.10 “Services” shall mean work that MTS shall perform to develop and maintain the on-line, image-based Programs to test, track and document the training and testing of certain laboratory staff regarding Abbott Instruments, which Program MTS shall either: (a) have designed, developed and maintained for Abbott in an online format and provided to Abbott’s customers through its Lab Training Library, Competency Assessment and PPMP Competency Assessment software pursuant to the Services Agreement; or (b) design, develop and maintain for Abbott in an online format and provide to Abbott’s customers through its Lab Training Library, and Lab Competency Assessment and PPMP Competency Assessment software. The Services are described in greater detail in Section 2.2.

1.11 “Statement of Work” or “SOW” shall mean a description of the work to be performed by MTS and/or Abbott for each country that Abbott identifies and desires MTS to provide Services.

1.12 “Subscription” shall mean, for each Participating Customer Facility, the ability to access, and access to, all electronic texts and services over the Internet that are provided by MTS as part of MTS’s Lab Training Library, and Lab Competency Assessment and PPMP Competency Assessment software, which shall also include the Programs, and all future additions and modifications thereto.

1.13 “Term” shall have the meaning ascribed to it in Section 8.1.

1.14 “Territory” shall mean all countries of the world.

## **ARTICLE 2. RESPONSIBILITIES OF THE PARTIES**

2.1 Abbott’s Responsibilities. During the Term of the Agreement, in addition to any other obligations set forth in this Agreement, Abbott shall have the following general responsibilities:

- (a) Promptly following the Effective Date, provide to MTS Abbott Materials on the Abbott Instruments, and update such Abbott Materials for so long as Abbott sponsors at least one Participating Customer Facility Subscription;
- (b) Identify and make available to MTS subject matter experts on all Abbott Instruments to support MTS’s development of the Programs;
- (c) Review each Program and provide feedback and comments to MTS on each such Program developed by MTS;

- (d) In its sole discretion, shall determine when to offer a Subscription to each Abbott customer in each country in the Territory that purchases or leases or otherwise acquires new Abbott Instruments for which a Program is available;
- (e) Develop informational tools such as "FAQs" for training Abbott's employees, as Abbott deems appropriate;
- (f) Provide country requirements for Programs in those countries of the Territory in which Abbott, in its sole discretion, desires to offer Programs;
- (g) Develop a Statement of Work in conjunction with MTS in those countries in which Abbott desires to offer Programs, including (i) reviewing each identified country's requirements against the current Program, (ii) providing a SME to work with MTS when modifying Programs in order to be compliant with the identified country's requirements, (iii) establishing a budget for, and funding, development of a compliant Program in each such identified country;
- (h) Support and maintain the content of each Program for so long as Abbott sponsors at least one Participating Customer Facility Subscription; and
- (i) Negotiate in good faith with MTS in the future regarding Abbott's desire to offer Program subscriptions to non-Abbott customers.

2.2 MTS's Responsibilities. During the Term of the Agreement, in addition to any other obligations set forth in this Agreement, MTS shall have the following general responsibilities:

- (a) Design, develop, deploy and maintain on the world wide web, via its website, Programs for all designated Abbott Instruments;
- (b) Design, develop, deploy and maintain on the world wide web, via its website, revised competency assessments of each Program in each country in which Programs are established pursuant to Subsections 2.1(f) through (h) at six (6) month intervals;
- (c) Deploy the Programs to Abbott's customer web site together with all other information included in Subscription;
- (d) Implement (set up), train and troubleshoot new Participating Customers, via telephone, internet, and e-mail to facilitate ongoing access to such Participating Customer's Subscription;
- (e) Provide ongoing support for Participating Customers, only in the English language, which support shall be available on-line or via e-mail or phone between the hours of 7 a.m. to 7 p.m. Pacific Time;
- (f) On a quarterly basis, provide Abbott with (i) reports on the number of Participating Customers and the utilization of each Participating Customer Facility and

(ii) reports on the CEU credits processed for all user accounts at each Participating Customer;

(g) Within nine (9) months after the Effective Date, review and update the existing flash demo for use by Abbott sales personnel;

(h) In conjunction with Abbott, establish a Statement of Work in those countries in which Abbott desires to offer Programs, including (i) providing Abbott with an estimate of the costs required to evaluate and modify current Programs and translate the Program into the identified country's language; provided, that Abbott shall have the right to use MTS's localization process or its own localization process;

(i) Provide to each Participating Customer through its Subscription, the content of MTS's Training Library Competency Assessment and PPMP Competency Assessment Software, as well as the Programs, at no additional cost to Participating Customer whether through Abbott's customer web site or through MTS' own web site;

(j) Complete Program development work on the Instrument platforms as set forth on Exhibit L.I.;

(k) For those countries identified by Abbott pursuant to Section 2.1 (f) and (g), localize the Programs into a particular language unless Abbott decides to use a local source; and

(l) Negotiate in good faith with Abbott in the future regarding Abbott's desire to offer Program subscriptions to non-Abbott customers.

2.3 Program Maintenance. During the Term, MTS shall maintain its Training Library, Competency Assessments, and PPMP Competency Assessment Software, including the Programs developed by MTS for Abbott hereunder in good working order and available on its website. No additional fees for such maintenance shall be due or payable to MTS by Abbott hereunder.

2.4 Promotion. Abbott shall use reasonable commercial efforts to promote its relationship with MTS and to disseminate information about the MTS Training Library, and Lab Competency Assessment.

2.5 Exclusivity. During the Term, MTS shall be the sole provider of Programs and Services for Abbott in the automated immunochemistry, hematology and clinical chemistry instrumentation product areas. During the Term, except as otherwise provided in this paragraph, MTS shall not offer for sale, sell, or distribute Programs or Services to any third parties in the automated immunochemistry, hematology or clinical chemistry fields in those countries outside the United States in which Abbott develops and distributes compliant Programs pursuant to Section 2.1(g). MTS agrees to promptly forward any potential customer leads to Abbott in countries where Abbott is distributing Programs. Notwithstanding the first two sentences of Section 2.5, MTS shall have the right: (a) to conduct an annual review and update of existing

material on its website that it developed for Biorad prior to the Effective Date; and (b) to host material on its website for Beckman Coulter that was originally hosted prior to the Effective Date, with the understanding that MTS shall neither produce nor host any new material for either entity or their affiliates.

2.6 CEU Processing Payment. MTS shall utilize the report it generates pursuant to Section 2.2(f)(ii) to pay Abbott a payment for CEU processing (the "CEU Processing Payment"). Abbott shall inform MTS of the amount of such CEU Processing Payment that MTS shall charge and collect from each Participating Customer. MTS and Abbott shall cooperate and work together to determine the e-commerce payment process for billing and receipt of such CEU Processing Payment within ninety (90) days of the Effective Date, which process shall include good faith negotiations to determine how to share any expenses associated with the creation of such new process.

### ARTICLE 3. COMPENSATION

3.1 Payment. During the Term, Abbott shall pay MTS a fee as follows: (a) One Hundred seven Dollars (\$107) per Contract Year per each Participating Customer Facility Subscription, for up to one thousand eight hundred (1,800) Customer Facility Subscriptions, regardless of the number of Participating Customer's current employees, volunteers and students that access MTS's Training Library, and Lab Competency Assessment software; and (b) Eighty-two Dollars (\$82) per Contract Year per each Participating Customer Facility Subscription, for that number of Customer Facility Subscriptions that exceeds one thousand eight (1,800), regardless of the number of Participating Customer's current employees, volunteers and students that access MTS's Training Library, and Lab Competency Assessment and PPMP Competency Assessment software.

3.2 Customer Facility Subscriptions Extending Beyond Termination or Expiration. In the event that a contract between any Participating Customer and Abbott provides a Customer Facility Subscription that extends beyond the effective expiration or termination date of this Agreement, MTS shall provide Programs to Participating Customers for up to twenty-four (24) months past the expiration or early termination date of this Agreement. For those Participating Customers having Customer Facility Subscriptions that extend beyond the expiration or early termination date of this Agreement, Abbott shall pay to MTS, for each year of each such Participating Customer Facility Subscription that extends beyond the effective expiration or termination date of this Agreement, a fee of Two Hundred Dollars (\$200). This provision shall apply only to those Abbott customers that, through the normal course of business, have contracts with Abbott with subscription anniversary dates that extend beyond the termination date of this Agreement.

3.3 Participating Customers Having More Than One Facility. If a Participating Customer has more than one Facility, Abbott shall pay for a Subscription for each such Facility.

3.4 Minimum Cumulative Subscriptions and Minimum Payments. During the Term, Abbott shall purchase a minimum number of Subscriptions. Minimum payments also shall be payable by Abbott to MTS during the Term of the Agreement. The following table provides the

minimum number of cumulative Subscriptions (including renewal Subscriptions) per Contract Year and the Minimum Payment that shall be due to MTS hereunder in each Contract Year during the Term.

**Table 3.4**

Contract Year Number (Year)	Cumulative Number of Subscriptions	Minimum Yearly Payment
1 2009-2010	1350	\$144,450
2 2010-2011	1600	\$171,200
3 2011-2012	1900	\$200,800
4 2012-2013	2200	\$225,400
5 2013-2014	2500	\$250,000

Abbott shall pay MTS for Subscriptions for Participating Customers within thirty (30) days of the end of the Contract Quarter in which the Subscription was renewed or added. For the last Contract Quarter of each Contract Year, Abbott shall prepay the last Contract Quarter's payment that shall be sufficient to ensure that the minimum guaranteed payment for the Contract Year has been met. If any additional payment for the last Contract Quarter is necessary, Abbott shall pay such amount within thirty (30) days of the end of the last Contract Quarter.

3.5 Taxes. MTS shall be responsible for, and agrees to comply with, all obligations under federal and state tax laws for payment of income and, if applicable, self-employment tax.

#### **ARTICLE 4. REPRESENTATIONS AND WARRANTIES**

4.1 Non-debarment of MTS. MTS represents and warrants that MTS has never been and is not currently and during the term of the Agreement, shall not become:

- (a) an individual who has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) ("Debarred Individual") from providing services in any capacity to a person that has an approved or pending drug product application, or an employer, employee or partner of a Debarred Individual; or
- (b) a corporation, partnership, or association that has been debarred by the FDA pursuant to 21 U.S.C. §335a (a) or (b) ("Debarred Entity") from submitting or assisting in the submission of an abbreviated new drug application, or an employee, partner, shareholder, member, subsidiary or affiliate of a Debarred Entity.

MTS further represents and warrants that MTS has no knowledge of any circumstances which may affect the accuracy of foregoing representations and warranties, including, but not limited to, FDA investigations of, or debarment proceedings against, MTS or any person or entity performing services or rendering assistance relating to activities taken pursuant to this Agreement. MTS covenants it will immediately notify Abbott if MTS becomes aware of any such circumstances during the term of the Agreement.

- 4.2 By Each Party. Each party represents and warrants to the other party that:
- (a) the terms of this Agreement are not inconsistent with any other contractual or legal obligations it may have, and
  - (b) it has the right to enter into this Agreement and perform all of its obligations hereunder; and
  - (c) it shall comply with any and all laws in fulfilling its obligations hereunder.

4.3 DISCLAIMER OF WARRANTIES. Due to the number of sources from which information on the Services or Subscription is obtained and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such information and the Services or Subscription is provided hereunder.

MTS AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION AVAILABLE THROUGH THE SERVICES OR SUBSCRIPTION, OR THE SERVICE OR SUBSCRIPTION ITSELF. THE SERVICE AND SUBSCRIPTION ARE PROVIDED ON AN "AS IS" BASIS WITHOUT GUARANTEE. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER MTS NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO ABBOTT OR ANY OTHER THIRD PARTY FOR ANY LOSS OR INJURY CAUSED IN WHOLE OR IN PART BY MTS'S NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE SERVICES OR SUBSCRIPTION AND ANY INFORMATION THROUGH THE SERVICES OR SUBSCRIPTION.

IN NO EVENT SHALL MTS AND ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO ABBOTT OR ANY THIRD PARTY FOR ANY DECISION MADE OR ACTION TAKEN BY ABBOTT OR ANY THIRD PARTY IN RELIANCE ON SUCH INFORMATION.

NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### ARTICLE 5. INDEMNIFICATION

5.1 Indemnification By MTS. Notwithstanding anything to the contrary in Section 4.3, MTS shall indemnify and hold harmless Abbott, its directors, officers, employees and agents from and against liability, judgment, demand, action, suit, loss, damage, cost or other expense (including reasonable attorney's fees) resulting from any third party claims made or proceedings brought against Abbott, to the extent such claim arises as a result of MTS's negligence, willful misconduct or material breach of this Agreement.



5.2 Indemnification By Abbott. Abbott shall indemnify and hold harmless MTS, its directors, officers, employees and agents from and against liability, judgment, demand, action, suit, loss, damage, cost or other expense (including reasonable attorney's fees) resulting from any third party claims made or proceedings brought against Abbott, to the extent such claim arises as a result of Abbott's negligence, willful misconduct or material breach of this Agreement.

5.3 DISCLAIMER OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFIT, PUNITIVE DAMAGES, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY NATURE WHATSOEVER.

## ARTICLE 6. CONFIDENTIALITY

6.1 General. During the term of the Agreement, each party shall provide Confidential Information to the other party for the purpose of MTS developing Programs and providing Services. As used herein, "Confidential Information" shall include all nonpublic information provided by one party to the other, including, without limitation, the Abbott Materials. Each party agrees that it shall not use Confidential Information for any purpose other than that indicated by the Agreement or any Exhibit, nor shall it disclose Confidential Information to any third party, without the prior written consent of the disclosing party. The receiving party shall only disclose the disclosing party's Confidential Information to those of its employees, agents, investigators and independent contractors who reasonably need to know the Confidential Information and who are legally bound by equally restrictive confidentiality obligations as the receiving party is bound herein in order to evaluate such Confidential Information or the Programs or to make decisions or render advice in connection therewith. Each party agrees that it shall exercise due care to prevent the unauthorized disclosure and use of Confidential Information associated with the Programs.

6.2 Use of Names. Each party, on behalf of itself and its employees, investigators, agents or independent contractors involved in Program(s), agrees that it shall not employ or use the name of the other party in any publication or promotional material or in any form for distribution to a third party without the prior written consent of the other party in each instance, except as required by law.

6.3 Public Disclosure. No announcement, presentation or publication relating to this Agreement or any of the Programs shall be made by MTS without the prior, written approval of Abbott. The existence, nature, purpose, terms and conditions of the Agreement and each of the Exhibits shall be considered as Confidential Information hereunder.

6.4 HIPAA. Notwithstanding any other provision herein to the contrary, each party agrees to hold all individually identifiable patient health information (Protected Health Information) that may be shared, transferred, transmitted, or otherwise obtained pursuant to this Agreement and all Exhibits hereto strictly confidential and to provide all reasonable protections to prevent the

unauthorized disclosure of such information as may be required by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, any regulations, standards, or rules promulgated pursuant to the authority of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

## **ARTICLE 7. INTELLECTUAL PROPERTY**

7.1 **Confidential Information**. All Abbott Confidential Information in MTS's possession shall remain Abbott's property, and shall be returned to Abbott at any time upon Abbott's request but in no event later than sixty (60) days after termination of this Agreement. All MTS Confidential Information shall remain MTS's property, and shall be returned to MTS at any time upon MTS's request but in no event later than sixty (60) days after termination of this Agreement. Notwithstanding the preceding two sentences, each party shall have the right to retain an archival copy of all Confidential Information provided to it, subject to Article 6 hereof.

7.2 **Inventions**. All inventions, improvements, know-how, new uses, processes, compounds or content conceived or reduced to practice by MTS as a result of providing its Services developing any Program that relate uniquely to Abbott Materials ("Inventions") are and shall remain the sole property of Abbott. MTS shall fully cooperate with Abbott to obtain, at Abbott's sole determination, cost and expense, any intellectual property protection as may be available with respect to such Inventions, and shall execute all documents reasonably deemed necessary by Abbott for purposes of procuring such patent protection. MTS agrees that it shall contractually ensure the prompt disclosure of any Inventions arising hereunder to Abbott by any investigator, employee or other individual involved in the Program as well as the cooperation of such individuals in securing patent protection. Abbott shall have the right to deploy such Inventions onto other websites. Notwithstanding anything set forth in this Section 7.2, MTS shall have the right to publish content developed in the course of its Services and developing Programs on its website.

7.3 **No License**. Except as expressly stated in this Agreement, MTS shall not acquire any license or other intellectual property right of Abbott pursuant to this Agreement and/or any Program. Except as expressly stated in this Agreement, Abbott shall not acquire any license or other intellectual property right of MTS pursuant to this Agreement.

7.4 **Work for Hire**. Any reports, data and other work of any kind made or developed by MTS in the course or as a result of Services performed by MTS under this Agreement or any Program hereunder or which are derived, directly or indirectly, from information provided to MTS by Abbott hereunder, are affirmatively acknowledged by MTS as Work Made for Hire and/or Specially Commissioned Work, and such Work Made for Hire and/or Specially Commissioned Work shall be disclosed promptly to Abbott, shall be the sole property of Abbott, and shall be free from any claim or retention of rights thereto by MTS. MTS shall derive no interest in or to such Work Made for Hire and/or Specially Commissioned Work, and shall, upon Abbott's request and at Abbott's expense, execute such documents and take such other actions as Abbott deems reasonably necessary or appropriate to obtain patents or copyrights and to register same in

Abbott's name with appropriate government authorities covering any of the foregoing. In the event that a judicial body determines that any of the foregoing are not Work Made for Hire and/or Specially Commissioned Work, MTS hereby assigns any and all copyright thereto to Abbott. Notwithstanding the foregoing, Abbott acknowledges that MTS may possess certain inventions, processes, know-how, trade secrets, improvements, templates, checklists, other intellectual properties and other assets, including, but not limited to, procedures and techniques, procedure manuals and personnel data which have been independently developed by MTS and which relate to its business or operations ("MTS's Property"). Any of MTS's Property or improvements thereto which are used, improved, modified or developed by MTS under or during the term of this Agreement are the sole and exclusive property of MTS.

7.5 Reports. MTS shall periodically provide to Abbott, and Abbott shall have a perpetual, non-exclusive, royalty-free right and license to receive and use for its business purposes all de-identified usage and performance data collected by MTS during the Term of this Agreement relating to Participating Customers.

#### ARTICLE 8. TERM AND TERMINATION

8.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of five (5) Contract Years. This Agreement may be extended only by written agreement signed by a duly authorized officer of each of the parties.

8.2 By Abbott. Abbott may terminate this Agreement and/or any Program at any time and for any reason upon a minimum of thirty (30) days' prior written notice to MTS; provided, that the Agreement shall not expire or terminate pursuant to this Section 8.2 before the last of the Programs terminates or expires. Upon any such early termination, MTS shall be paid all reasonable fees earned, due and owing based upon Services completed and costs incurred up to the time of discontinuation.

8.3 Termination by Either Party. Notwithstanding the provisions of Section 8.1 above, this Agreement may be terminated in accordance with the following provisions:

(a) The non-breaching party giving notice in writing to the breaching party if the breaching party is in material breach of any representations, warranty or covenant of this Agreement and, except as otherwise provided herein, shall have failed to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party in the case of payment breaches and within sixty (60) days after receipt of written notice thereof from the non-breaching party in the case of other breaches;

(b) By giving notice in writing to the other party, which notice shall be effective upon dispatch, if the other party becomes insolvent; commences any action or proceeding under any bankruptcy or insolvency law for the reorganization, arrangement, composition or similar relief, has commenced against it any action or proceeding under any bankruptcy or insolvency law that remains undismissed or unstayed for a period of 60

days, or (iv) makes an assignment for the benefit of creditors, goes into liquidation or receivership or otherwise loses legal control of its business.

8.4 Termination By Abbott. Notwithstanding any other provision in this Agreement to the contrary, Abbott shall have the right:

(a) To terminate this Agreement in any Contract Year, if, in Abbott's sole opinion, termination is necessary due to a material degradation in the quality of the content of the Services, measured by a material decline in same-subscriber usage, upon prior written notice to MTS;

(b) To terminate this Agreement immediately upon notice to MTS following a change in the ownership or control of MTS by a competitor of Abbott acquiring such ownership or control; or

(c) To terminate this Agreement immediately upon notice to MTS if the partnership/licensing arrangement between MTS and the University of Washington is severed.

8.5 Effect of Termination. Any funds held by MTS which by contract definition or amendment are deemed unearned shall be returned to Abbott within sixty (60) days after conclusion of the Programs. Termination or expiration of this Agreement shall not affect any rights or obligations that have accrued prior thereto or in connection therewith. At termination or expiration of this Agreement, Abbott shall grant MTS the right to maintain Abbott's Programs on its website for current Participating Customers .

8.6 Accrued Obligations. Termination, expiration, cancellation or abandonment of this Agreement through any means and for any reason shall not relieve the Parties of any obligation accruing prior thereto and shall be without prejudice to the rights and remedies of either Party with respect to any antecedent breach of any of the provisions of this Agreement.

8.7 No Obligation to Terminate. Notwithstanding the terms and conditions of Section 8.3, neither party shall be obligated to terminate this Agreement in the event the other party materially breaches this Agreement.

8.8 Survival. The following Articles and Sections shall survive termination or expiration of the Agreement: Articles 1, 4, 5 and 6, and Sections 3.2, 8.5, 8.6, 8.8, 9.4 and 9.8. In addition, all provisions that survive termination, that are irrevocable or that arise due to termination shall survive in accordance with their terms. Any other provisions of this Agreement contemplated by their terms to pertain to a period of time following termination or expiration of this Agreement shall survive for the specified period of time only.

## ARTICLE 9. MISCELLANEOUS

9.1 Force Majeure. If either party's performance under this Agreement or any of the Exhibits is prevented, restricted, interfered with or delayed (either totally or in part) by reason of any cause beyond the reasonable control of a party, such as acts of God, explosion, disease, weather, war, insurrection, civil strike, riots, or power failure, the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay; provided, that the affected party shall use its reasonable commercial efforts to avoid or remove such causes of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed.

9.2 Independent Contractor. Each party's status hereunder is that of an independent contractor. Each party has no authority to bind or act on behalf of the other party. Neither party shall be deemed an employee, agent, partner or joint venturer of the other party. This Agreement shall not entitle either party to participate in any benefit plan or program of the other party.

9.3 Assignment. Neither party shall assign this Agreement or any rights hereunder or delegate the performance of any duties hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, however, without such consent, either party may assign this Agreement: (a) in connection with the transfer or sale of all or substantially all of its assets, stock or business or its merger or consolidation with another company, or (b) to a subsidiary or affiliate of the party. This Agreement shall inure to the benefit of each party's successors and permitted assigns. No assignment shall relieve any party of responsibility for the performance of any accrued obligation that such party then has hereunder.

9.4 Notices and Payments. Except as and if otherwise provided in this Agreement, all communications and notices required under this Agreement shall be mailed by certified or registered mail, postage prepaid with return receipt requested, or sent by overnight courier or facsimile (with confirmation by first class mail or overnight courier) to the addresses set forth below, or to such other addresses as the parties from time to time specify in writing.

If to MTS:     General Manager  
                  MTS  
                  206 1<sup>st</sup> Ave. S  
                  Suite 500  
                  Seattle, WA 98104

If to Abbott:  Director, Global Purchasing  
                  Abbott Diagnostics Division, D-045X/AP4A-4  
                  Abbott Laboratories  
                  100 Abbott Park Road  
                  Abbott Park, IL 60064  
                  Facsimile: 847-935-2823

Copy to:       Divisional Vice President  
                  Commercial Legal Operations, D-32MP/AP6A-2  
                  Abbott Laboratories  
                  100 Abbott Park Road

Abbott Park, IL 60064-6010  
Facsimile 847-938-1206

All notices shall be deemed given on the day when actually delivered as provided above (if by facsimile) or at the day of actual receipt as shown on the return receipt (if delivered by mail or courier).

9.5 Entire Agreement. This Agreement, together with all corresponding Exhibits and amendments thereto, constitutes the entire agreement between Abbott and MTS and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, between Abbott and MTS with respect to the subject matter of the Agreement and/or Exhibits.

9.6 Counterparts. This Agreement may be executed in two or more counterparts, which, when joined, shall constitute one document.

9.7 Governing Law. This Agreement and each of its Exhibits shall be governed and construed in accordance with the laws of the State of Illinois without regard to its conflict of law provisions.

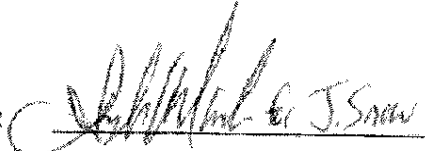
9.8 Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, in which Abbott is the defendant, shall be resolved through the alternate dispute resolution procedure described in Exhibit 9.8.

9.9 Interpretation. Where the context hereto requires, the singular number shall be deemed to include the plural and vice-versa. The headings of the Articles, Sections and Subsections of this Agreement have been added for the convenience of the parties and shall not be deemed a part hereof or used in the interpretation of this Agreement. In any context herein, "or" is not exclusive; "including" and "include" are not exclusive and are deemed to be followed by the words "without limitation."

IN WITNESS WHEREOF, the parties have designated their authorized representatives to execute this Agreement on the date last below written.

ABBOTT LABORATORIES

MEDICAL TRAINING SOLUTIONS, INC.

By: 

By: 

Name: James D. Snow

Name: Don Broyles

Title: Director, Global Purchasing  
Abbott Diagnostics Division

Title: President

Date: 10/24/09

Date: 10/24/09

**EXHIBIT 1.1****ABBOTT INSTRUMENTS AND TIMELINE FOR PROGRAM DELIVERY**

<u>ABBOTT INSTRUMENT</u>	<u>DATE FOR COMPLETION</u>
AxSYM®, Architect® c8000, i2000	Done
Aeroset®, IMx®, Commander®	Done
Cell Dyn CD3200, 3500/3700, Ruby Sapphire, CD1700/1800	Done
PRISM®	Done
POC: MediSense®, I-STAT®, TheraSense®	Done

*TO BE PROVIDED:*

<u>ABBOTT INSTRUMENT</u>	<u>TARGET COMPLETION DATE</u>
Architect® c16000, ci16200, i1000, c4000, ci4100	One year from Effective Date
Cell Dyn Emerald 18, Emerald 22	One year from Effective Date
Molecular m2000SP, m2000RT	18 months from Effective Date

MTS shall complete the above Programs in the order listed above, starting with the Architect c16000, followed by the Architect ci16200, etc.



**EXHIBIT 1.2**

**ABBOTT MATERIALS**

Customer training materials and system operations manuals for instruments listed on Exhibit 1.1

**EXHIBIT 9.8****ALTERNATIVE DISPUTE RESOLUTION**

The parties recognize that from time to time a dispute may arise relating to either party's rights or obligations under this Agreement. The parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the parties.

To begin the ADR process, a party first must send written notice to the other party in accordance with the terms of the Agreement describing the dispute and requesting attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days of the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a party shall provide written notice to the other party in accordance with the terms of the Agreement of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.

2. Within twenty-one (21) days following receipt of the original ADR notice, the parties shall select a mutually acceptable neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, either party may request the President of the CPR Institute for Dispute Resolution ("CPR"), 366 Madison Avenue, 14th Floor, New York, New York 10017, to select a neutral pursuant to the following procedures:

(a) The CPR shall submit to the parties a list of not less than five (5) candidates within fourteen (14) days after receipt of the request, along with a *Curriculum Vitae* for each candidate. No candidate shall be an employee, director, or shareholder of either party or any of their subsidiaries or affiliates.

(b) Such list shall include a statement of disclosure by each candidate of any circumstances likely to affect his or her impartiality.

(c) Each party shall number the candidates in order of preference (with the number one (1) signifying the greatest preference) and shall deliver the list to the CPR within seven (7) days following receipt of the list of candidates. If a party believes a conflict of interest exists regarding any of the candidates, that party shall provide a written explanation of the conflict to the CPR along with its list showing its order of preference for the candidates. Any party failing to return a list of preferences on time shall be deemed to have no order of preference.

(d) If the parties collectively have identified fewer than three (3) candidates deemed to have conflicts, the CPR immediately shall designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference. If a tie should result between two candidates, the CPR may designate either candidate. If the parties collectively have identified three (3) or more candidates deemed to have conflicts, the CPR shall review the explanations regarding conflicts and, in its sole discretion, may either (i) immediately designate as the neutral the candidate for whom the parties collectively have indicated the greatest preference, or (ii) issue a new list of not less than five (5) candidates, in which case the procedures set forth in subparagraphs 2(a) - 2(d) shall be repeated.

3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree, the neutral shall designate a location other than the principal place of business of either party or any of their subsidiaries or affiliates.

4. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral:

(a) a copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;

(b) a list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;

(c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.

(d) a brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:

(a) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.

(b) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.

(c) The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.

(d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.

(e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral shall have sole discretion regarding the admissibility of any evidence.

6. Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

7. The neutral shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral shall not issue any written opinion or otherwise explain the basis of the ruling.

8. The neutral shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:

(a) If the neutral rules in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.

(b) If the neutral rules in favor of one party on some issues and the other party on other issues, the neutral shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the

ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.

9. The rulings of the neutral and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.

10. Except as provided in paragraph 9 or as required by law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.

11. All ADR hearings shall be conducted in the English language.