



SEQUENCE

Quality and Compliance Services

PROPOSAL FOR

ENVIROMAP

IT Quality Services

Proposal 2016194 Rev. 0

TERMS AND CONDITIONS

This proposal is made effective as of 24 March 2016, by and between EnviroMap of 1531 Plank Drive, Blacksburg, VA 24060 and Sequence, Inc. of 2500 Gateway Centre Blvd Suite 850, Morrisville, North Carolina 27560. In this proposal, the party who is contracting to receive services will be referred to as "EnviroMap" and the party who will be providing the services will be referred to as "Sequence".

1 SERVICE PROVIDER INTRODUCTION

Sequence Inc. specializes in providing consulting services to clients in regulated industries by providing a partnership like approach that is focused on meeting client business and regulatory needs while providing effective and cost-efficient solutions. Our company offers a comprehensive list of services, including the following:

- Engineering & Technical Services
- Software Management
- IT Systems Compliance
- Laboratory Compliance
- Quality & Regulatory Compliance
- Integration, Automation & Controls

Whether you need a skilled team to complete a short-term project, or support throughout the lifetime of your facility, Sequence Inc. is ready to provide you with the support to meet any challenge.

We appreciate the opportunity to extend our relationship with EnviroMap by providing this proposal to provide IT Quality services.

2 DESCRIPTION OF SERVICES.

Sequence will provide one senior consultant to perform audit services for EnviroMap. This audit service will include:

- Provide EnviroMap with a Vendor Audit Form
- Review the results of the Vendor Audit Form completed by EnviroMap
- Provide a Vendor Audit Summary Report detailing the corrective actions to be implemented by EnviroMap in order to address any identified gaps

This service will also include general support (web conference calls) items in order to complete the deliverables as outlined above. Sequence has the ability to supply additional resources upon request from EnviroMap. Upon request, Sequence will issue a separate proposal to initiate services for additional resources.

3 PAYMENT FOR SERVICES

In exchange for services, EnviroMap will pay Sequence on a time and material basis. A cost estimate of the project is listed in Attachment A of this proposal. Sequence will invoice EnviroMap for cost of services and any reimbursable expenses (reimbursable expenses - expenses incurred which are exclusive to producing a validation consulting deliverable for EnviroMap) on a monthly basis. Invoices shall be paid within 30 days of receipt (by EnviroMap). All expenses (i.e. supplies) incurred must be pre-approved by EnviroMap and Sequence prior to incurrence. These pre-approved expenses will be billed to

EnviroMap without markup. All requests for reimbursement will be accompanied by an invoice detailing such expenses.

4 TERM

This proposal is valid for 60 days after the date stated in the opening paragraph. This Contract will terminate upon completion by Sequence of the Services specified by this Contract.

5 CONFIDENTIALITY

Sequence, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Sequence, or divulge, disclose, or communicate in any manner, any information that is proprietary to EnviroMap. Sequence and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. EnviroMap shall follow the same confidentiality terms for any proprietary information of Sequence including this proposal. Upon termination of this Contract, Sequence will return to EnviroMap all records, notes, documentation and other items that were used, created, or controlled by Sequence during the term of this Contract.

6 NON-SOLICIT

For the period of the contract plus 3 years after completion/termination of the contract, EnviroMap will not directly or indirectly solicit, induce, or attempt to induce any employee of Sequence to terminate his or her employment with the company without the written consent of an authorized agent of Sequence.

7 ATTACHMENTS

Attachment A

8 APPROVAL

The Parties have entered into this SOW as authorized below as of the Effective Date:

SEQUENCE, INC.

By: 

Name: James Lin

Title: IT Quality Manager

ENVIROMAP

By: 

Name: LARRY BOWMAN

Title: PRESIDENT



2500 Gateway Centre Boulevard
Suite 850
Morrisville NC 27560

Estimate

Date	Estimate #
23-Mar-2016	751
Proposal Expiration Date	
22-May-2016	

SOW:
Proposal: 2016194_Rev0

Item	Quantity	Description	Rate	Amount
IS Validation Consulting	1	Audit service to determine existing quality system and path forward for Computer System Validation	4,500.00	4,500.00

Total \$4,500.00