

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS AND CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

Contractor shall deliver one Metafer Slide Scanning System (the "System") to Client Agency upon request. The System shall comply with the following specifications:

Scanning Platform

- Computer Workstation
- 24" LCD Monitor with monitor calibration
- Coolcube 1 CCD Camera
- Motorized stage with interface card
- Calibration slide
- MSearch metaphase search software
- AutoCapture software
- DCSScore dicentric scoring software

Motorized Carl Zeiss Microscope Axiomager Z2

- Motorized stand, motorized 6-position turret, motorized nosepiece
- Brightfield capacity, mot. condenser, HAL lamp
- Fluorescence capacity, lamp
- 2-pos trinocular tube, oculars: 10x/23
- Objectives: PA 10x/0.45, PA63x/1.4 oil
- 5-color ET Filter set (DAPI, Aqua, FITC, Orange, Texas Red) mounts

2. ADDITIONAL TERMS AND CONDITIONS:

Contract prices are free on board (FOB) Destination and include installation at no additional charge to the Client Agency.

Training:

Contractor shall furnish Client Agency with a demonstration of the use of the System and copies of operational manuals and training materials at no additional cost to the Client Agency.

Training will be scheduled in writing at times mutually agreed upon by the Client Agency and the Contractor.

Warranty:

The standard warranty period must be for one year from installation and must cover all parts and labor.

Software Updates:

Contractor shall provide software updates for one year at no cost to the Client Agency.

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Customer Support:

Contractor shall provide customer support by telephone at no cost to the Client Agency for the life of the System.

Extended Service:

Contractor shall provide upgrades, parts and service support to the System for a minimum of seven years.

Extended warranty, service and software upgrade pricing are itemized in Exhibit B, Price Schedule.

P-Card (Purchasing MasterCard Credit Card):

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the State of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.