

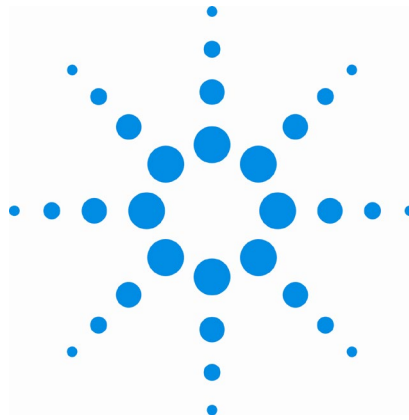


Agilent Technologies



Schedule
Contract GS07F0564X

August 2022
SUPERSEDES ALL PREVIOUS PUBLICATIONS



Agilent Technologies



Agilent Technologies

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
Category: Scientific Management and Solutions**

Online access to contract ordering information, terms and conditions, up to date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu driven database system. The internet address for GSA Advantage!® is GSAAdvantage.gov

CONTRACT NUMBER: GS-07F-0564X

Contract Period: June 1, 2011 through May 31, 2026

SINS: 334516, 532490L

Ordering information, terms and conditions, and up-to-date pricing is available at:

<http://www.agilent.com/gsa/>

AND



AGILENT TECHNOLOGIES, INC.

5301 STEVENS CREEK BLVD

SANTA CLARA, CA 95051

(800) 227-9770

www.agilent.com



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DEFINITIONS

This information pertains to Products and Support and the license of Software by Agilent Technologies, Inc. and its subsidiaries.

- a) "Applicable Trade Term" means the term defined in Incoterms 2000, agreed by the parties, and documented in the quotation.
- b) "Customer's Personal Data" means Customer's personal data or other personal data in Customer's control, including but not limited to names, telephone numbers and e-mail addresses.
- c) "Delivery" means the date when Agilent places the Product(s) at the Customer's or Customer's representative's disposal at the address agreed to by Agilent in accordance with the Applicable Trade Term.
- d) "Estimated Volume" is the combined monetary amount of eligible Products and related Support which Customer plans to order from each Exhibit during the term of this Agreement.
- e) "Exhibits" means attachments that describe or otherwise apply to the sale or license of Products or Support.
- f) "Product(s)" means any hardware sold or Software licensed under this Agreement that are determined by Agilent to be available from Agilent upon receipt of Customer's order. "Custom Products" means Products manufactured or configured to meet Customer requirements.
- g) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under this Agreement.
- h) "Specifications" means specific technical information about Products which is published by Agilent in effect on the date Agilent ships Customer's order.
- i) "Support" means any standard service such as hardware maintenance, calibration and repair; Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Customer requirements.

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN)

SIN	DESCRIPTION
334516	Analytical Instruments
531490L	Laboratory Maintenance, Repair, Leasing, and Warranties

1b. LOWEST PRICED MODEL:

Refer to GSA Advantage!® listings.



1c. HOURLY RATES

Refer to GSA Advantage!® listings and to Agilent Service Terms E16S.

2. MAXIMUM ORDER

The maximum order threshold (M.O.) for this contract is \$250,000 for the total order. The M.O. for all special item numbers is \$250,000.

A delivery order that exceeds the Maximum Order may be placed under the contract in accordance with FAR 8.404. Sales for orders that exceed the Maximum Order are reported in accordance with GSAR 552.238-72.

3. MINIMUM ORDER

- a) Orders will not be accepted if the total net value is less than \$100 after subtracting the discount. Product orders must reference contract GS-07F-0564X this Contract, be issued during the applicable Contract Period, and specify delivery within 90 days after Agilent's receipt of order.
- b) Customer will specify 'ship to' addresses within the geographic coverage and delivery area of contract GS-07F-0564X.
- c) Customer may cancel orders for products prior to shipment at no charge. Customer will pay all charges for returning products to Agilent Technologies shipping location if product orders are canceled after shipment.

4. GEOGRAPHIC COVERAGE (DELIVERY AREA)

The geographic coverage and delivery area of this contract is the 50 states, the District of Columbia, and Puerto Rico. For other overseas destinations Agilent Technologies will deliver to port of embarkation (FAR 52.247-2934).

5. POINTS OF PRODUCTION

United States

Wilmington, Newcastle County, Delaware
Santa Clara, Santa Clara County, California
Cedar Creek, Bastrop County, Texas
Lexington, Middlesex County, Massachusetts

Foreign Countries

Glostrup, Denmark
Waldbronn, Germany
Cemusco sul Naviglio 20063 Italy
Middleburg, Netherlands
Singapore
Craven Arms and Church Stretton, U.K.



6. DISCOUNT FROM LIST PRICES OR STATEMENT OF NET PRICE

- a) Price reductions for products listed in this catalog and any supplements will be applied immediately upon the effective date of the reductions.
- b) All products included in contract GS-07F-0564X can be searched on Agilent's GSA Product website: <http://www.agilent.com/gsa>. Prices shown are net (discount deducted).
- c) Prices in this contract are based solely on the terms and conditions of this contract.
- d) Plug-ins and accessories combined with the instrument or system as a complete functional unit may be ordered as a single line item.

7. QUANTITY DISCOUNTS

Not Applicable

8. PROMPT PAYMENT TERMS

- a) Net 30 days in accordance with Prompt Payment Act (31 U.S.C. 3903). Payment is due thirty (30) days from Agilent's invoice date. Invoices for contractual Support will be issued in advance of the Support period. Agilent may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.
- b) Agilent may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

9. FOREIGN ITEMS

The Trade Agreement Act applies to this contract. All foreign-manufactured items are eligible products from designated countries as defined in the Trade Agreements Act (GSAR 552.225-9). Foreign Points of Production are listed in Section 5.

10a. TIME OF DELIVERY:

From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex systems the delivery time may be up to 120 days. Agilent will make reasonable efforts to meet Customer's delivery requirements. If Agilent is unable to meet Customer's delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. Check with the Agilent's Government Business Center (identified in Item 12a) for best delivery.

10b. EXPEDITED DELIVERY

Contact Agilent

10c. EXPEDITED DELIVERY

Contact Agilent



10d. OVERNIGHT AND 2-DAY DELIVERY

Contact Agilent

10d. URGENT REQUIREMENTS

Not Applicable

11. F.O.B. POINTS

Prices shown are F.O.B. destination for the 50 states, the District of Columbia, and Puerto Rico. Prices for delivery to other overseas destinations are F.O.B. port of embarkation (FAR 52.247-29).

12a. ORDERING ADDRESS

Customers in the 50 states, the District of Columbia, and Puerto Rico should place orders with:

Agilent Technologies
2850 Centerville Rd.
Wilmington, Delaware 19808-1610

Toll-free phone number: 1-800-227-9770
Fax: (302) 633-8901

For Service: 1-800-424-9759

12b. ORDERING PROCEDURES

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

13. PAYMENT ADDRESS

All payments should be sent to one of the following remittance addresses as shown on the invoice:
Agilent Technologies
4187 Collections Center Drive
Chicago, IL 60693

Overnight payments can be sent to:
Bank of America Lockbox Services
Agilent Technologies, Inc.
4187 Collections Center Drive
Chicago, IL 60693

CTX/CCD+ electronic payments may be paid to:

Bank of America, San Francisco, CA
ABA 121 000 358
Beneficiary: Agilent Technologies, Inc.
Beneficiary Account Number: 12331-31561



14. WARRANTY PROVISION

- a) Product warranty terms are provided with the Product, on quotations, upon request or at http://www.agilent.com/info/warranty_terms. Each Product receives a global warranty which includes the standard warranty for the country of purchase. All consumables Products are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the Product is purchased as a part of a system.
- b) Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c) If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.
- d) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

15. EXPORT PACKING CHARGES

- a) Agilent will ship best way prepaid according to Agilent's standard commercial practice. Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- b) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Agilent in accordance with the Applicable Trade Term.
- c) Return Shipment for Calibration services: Agilent will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee.
- d) Agilent products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Agilent sales office in your area for the appropriate price. If special packing or shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.
- e) Export packing charges are not included, but available outside the scope of this contract.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Refer to Agilent Service Terms – Exhibit E16S

17. TERMS AND CONDITIONS OF INSTALLATION

- a) SITE PREPARATION
When this service is included in the purchase price of a Product, a representative of Agilent will contact the Customer upon receipt of Customer's purchase order to discuss site preparation



requirements. This may be accomplished either during a n on-site visit or by telephone, and will encompass technical site planning, preparation and installation requirements relevant to Customer's system . Customer will also receive documentation or information characterizing t he physical, electrical and environmental requirements applicable to Customer's system, as well as any other requirements obtained in the appropriate Agilent "Site Preparation Manual" (when available) for the system.

b) SITE SURVEY

All installation sites must be approved by Agilent. Prior to the scheduled delivery of Customer's system, an Agilent representative will verify that the site has been prepared in conformance with the applicable "Site Preparation Manual" (when available) and meets all electrical and environmental requirements contained in that manual. This verification may occur either on-site or by telephone.

c) PURCHASE OF INSTALLATION SERVICES

Standard installation services are included in the price of some system Products. These services may also be obtained from Agilent for Products or systems which do not include these services in the purchase price of the Product for additional cost which will be specially quoted.

d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

When installation is included in the purchase price of a Product:

1. Agilent will install Customer's system(s) at a mutually agreed time following notification by Customer that all Products of the coordinated shipment have been delivered to the site and that the site conforms to Agilent's requirements. Installations will be performed during Agilent's normal business hours. Installations performed outside of business hours at Customer's request may be subject to additional charges.
2. Agilent systems, including all accessories, interfaces, peripherals and terminals ordered with a system on a coordinated delivery and included in Agilent's configuration guide and located at the system site, will be installed by Agilent at no additional charge.

e) SOFT WARE INSTALLATION

Standard Software installation services consist of loading the operating system and utilities included in the operating system Software on the system and executing applicable verification tests. Software that is Customer installable will be noted in the applicable data sheet.

f) INSTALLATION RESPONSIBILITIES During system installation, Agilent will perform the following tasks:

1. supervise uncrating, positioning and racking of the Products;
2. inventory the shipment against the packing list (s);
3. physically interconnect the Products;
4. check the primary power line voltage;
5. connect line power to Products shipped with power cable and connector; (i)
6. install operating system and utilities; execute turn-on procedures;
7. perform electronic and mechanical adjustments;
8. perform any repairs which may be required to make the Products operational; (ii)
9. execute standard Agilent diagnostic or verification programs and tests;
10. instruct operator on daily care and proper use of Products.

During system installation, Customer will perform the following tasks:

1. receive, uncrate, rack or move the Products and dispose of the packaging materials;
2. rerack or relocate the Products;



3. reconfigure or regenerate Software systems;
4. connect line power to Products delivered without power cable and connector; (i)
5. may install products not supplied by Agilent;
6. fabricate or pull cables;
7. ensure that site, cable runs and power outlets conform to all local fire and electrical codes;
8. attach wall and ceiling mounts to building structure;
9. reconfigure hardware systems, including re-cabling or relocation of existing products.

All of the above Customer tasks, except 4 and 8, may be performed by Agilent for an additional charge and are subject to availability of resources.

NOTES:

i) Due to variations in local electrical codes, many Products are shipped without power cables and connectors. These Products must be connected to power by Customer's electrical contractor who is familiar with local regulations.

ii) Repairs made on Products covered by Agilent warranty will be accomplished at no additional charge. Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by Agilent warranty, repairs will be made at Customer's expense.

ii) Repairs made on Products covered by Agilent warranty will be accomplished at no additional charge. **SHIPMENT DAMAGE RELATED TO A CUSTOMER INITIATED RELOCATION OR SHIPMENT IS NOT COVERED UNDER WARRANTY. FOR PRODUCTS OR DAMAGE NOT COVERED BY AGILENT WARRANTY, REPAIRS WILL BE MADE AT CUSTOMER'S EXPENSE.**

18a. TERMS & CONDITIONS OF REPAIR PARTS

Refer to Agilent Service Terms – Exhibit E16S and Exhibit 22X

18b. TERMS & CONDITIONS FOR ANY OTHER SERVICES

Not Applicable

19. LIST OF SERVICE & DISTRIBUTION POINTS

Not Applicable

20. LIST OF PARTICIPATING DEALERS

Not Applicable



21. PREVENTIVE MAINTENANCE

Refer to Agilent Service Terms – Exhibit E16S and Exhibit 22X

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS)

Not Applicable

22b. SECTION 508 COMPLIANCE FOR EIT

Not Applicable

23. UNIQUE ENTITY IDENTIFIER (UEI)

Agilent's UEI is SD9JZ9S7MEA6

24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE

Agilent has an active registration in the SAM database.

SALE AND DELIVERY

- a) All orders are subject to acceptance by Agilent. Orders are governed by the applicable trade term specified on the quotation or agreed to by Agilent as defined in Incoterms 2020 (and any later amendments thereto).
- b) Prices exclude any applicable sales, value added or similar tax payable by Customer.
- c) Unless otherwise indicated on the quotation, prices include shipping and handling charges. Title to hardware and consumable Products will pass to Customer upon delivery.
- d) Cancellation of Product orders and Product returns are subject to Agilent's approval and applicable cancellation / return charges in accordance with Agilent Order Cancellation and Product Return Policy, a copy of which may be provided to Customer upon request.
- e) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Agilent's installation and test procedures. If Customer schedules or delays installation by Agilent more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.
- f) Payment terms are stated in the quotation or acknowledgment documentation and are subject to change if Customer's financial condition or payment record merits such change. Agilent may discontinue performance if Customer fails to pay any sum due or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.



LICENSES AND PRODUCT USE

- a) Agilent grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third-party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Agilent grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b) Except as authorized by Agilent in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.
- c) Customer will use Products in accordance with the Specifications, instructions for use, and the labels provided with the Product. Customer is responsible for ensuring that the way it uses Products complies with all applicable laws and regulations.
- d) The product literature accompanying Raman Spectroscopy Products and notices affixed thereto include vital safety and hazard information. Customer must comply with all safety and hazard instructions issued by Agilent. Raman Spectroscopy Products with, if operated negligently, present a hazard to health and to life and Agilent accepts no liability for any death or personal injury that does not result from its own negligence.

INTELLECTUAL PROPERTY CLAIMS

- a) Agilent will defend or settle any claim against Customer that a Product (excluding Custom Products) infringes an intellectual property right, provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent.
- b) In defending or settling an infringement claim under (a) above in this Section, Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.
- c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.
- d) For Products containing nucleic acids or that are capable of analyzing nucleic acids, in addition to item c) above in this Section, Agilent has no obligation for any claim of infringement arising from: any discovery or product made as a result of using the Product(s); or any claim based on Gene Patents. Gene Patents means a patent claiming the synthesis, detection or quantification of any particular oligonucleotide sequence or group of sequences, arrangement of such sequences, or copy number of such sequences, including the correlation of such with an organism, phenotype or condition.

LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory,



even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

- b) To the extent that limitation is permitted by law, Agilent's liability to Customer is limited to US \$1,000,000 for Custom, Vacuum, and Raman Spectroscopy Products and/or Services adapted to meet Customer requirements.
- c) The limitations set forth in a) above in this Section will not apply to infringement claims under the 'Intellectual Property Claims' section, or to damages for bodily injury or death.
- d) The remedies in these Terms are Customer's sole and exclusive remedies.

GENERAL

- a) For purposes of Agilent's performance under these Terms, Agilent will process non-sensitive personal data that is about an identifiable individual or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Customer and its employees, agents and subcontractors ("Customer Personal Data") including but not limited to names, telephone numbers and email addresses. Agilent will store and use Customer Personal Data in accordance with Agilent's Privacy Statement available at www.agilent.com/go/privacy. Customer shall ensure that Agilent's Privacy Statement is provided to its employees, agents and subcontractors. In the event that Agilent agrees to process personal data on behalf of Customer, both parties agree to comply with all applicable privacy and data protection laws, regulations and codes of practice, including but not limited to those applicable in the parties' country/ies.
- b) Terms for Service are available at <https://www.agilent.com/info/service-terms>.
- c) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- d) Customer who exports, re-exports, or transfers products, technology, or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be found from – <https://www.bis.doc.gov>.
- e) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software- Restricted Rights).
- f) Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- g) To the extent that any provision or a portion of any provision in these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.



- h) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Agilent shall not be liable for any damages resulting from such use.
- i) Agilent may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Agilent, or its permitted successive assignees or transferees.

ADDITIONAL INFORMATION

A. Use of Federal Supply Schedules Government Contractors

Government contractors and subcontractors may use GSA supply sources when authorized in writing by the responsible contracting officer. A copy of the contracting officer's written authorization must be forwarded with the order, and the following statement must be included with or on the order: "This order is placed under written authorization from (insert name of Government agency), dated _(date)_____, In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

B. Exclusions

Source Inspection or preparation and submission of form DD250 are not included under this schedule contract.

C. Inspection

The inspection system required by FAR Clause 52.212-4(a) is incorporated into this contract. Contract Terms and Conditions -- Commercial Items (June 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

D. Safety Hazard Notice

Agilent reserves the right to terminate or refuse service when in Agilent's opinion, conditions at the equipment location represent a hazard to the safety or health of any Agilent employee. Prior to terminating service Agilent shall notify the GSA Contracting Officer and the Agency's Contracting Officer of Agilent's intention to terminate service.



E. Quality Control

The Agilent quality control system conforms to Government specifications for commercial products.

F. Scope of Contract

This contract provides a source of supply for: 1) Executive agencies (defined in FAR Subpart 2.1) including non-appropriated fund activities as prescribed in 41 CFR 101-26.000. 2) Government contractors authorized in writing by a Federal Agency pursuant to 48 CFR 51.1) Mixed ownership Government corporations (as defined in the Government Corporation Control Act). 4) Federal agencies, including establishments in the legislative or judicial branch of government (except the Senate, the House of Representatives and the Architect of the Capitol and any activities under the direction of the Architect of the Capitol). 5) The District of Columbia. 6) Tribal governments when authorized under 25 USC 450j(k); 7) Tribes or tribally designated housing entities pursuant to 25 U.S.C. 4111(j). 8) Qualified Nonprofit Agencies as authorized under 40 USC 502(b); and 9) Organizations, other than those identified in paragraph (d) of this clause, authorized by GSA pursuant to statute or regulation to use GSA as a source of supply. By issuing a delivery order against the contract, the government or authorized user accepts the terms and conditions contained in this contract.

G. Ordering Options and Modifications

Most options must be installed in the factory at the time the product is ordered. If an option can be installed later (field installation) this will be stated in a product data sheets. To avoid administrative delays in receiving/inspection and invoice processing, orders should clearly indicate that options are an integral part of the basic product (not separate items shipped in their own container). Do not list options as a separate line item. Questions on this subject should be directed to the Agilent sales office identified in Section 12a.

H. Blanket Purchase Agreements

Agilent agrees to enter into Blanket Purchase Agreements to accordance with FAR 13.3 with ordering activities, provided that:

- 1) Only items covered by the contract are ordered under such agreements:
- 2) The period of time covered by such agreements shall not exceed the period of the contract; and
- 3) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract.

I. Payment By Third Party

Government purchase cards are accepted up to and above the micro-purchase level.

- a) "Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases. "Oral order" means an order placed orally either in person or by telephone.
- b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.



- c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.
- d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.
- e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount.



AGILENT SERVICE TERMS

These Agilent Service Terms ("Terms") along with the applicable description of Service ("Service Exhibit") and the terms indicated on the quotation govern the Service of Products and the license of software updates by Agilent Technologies, Inc, and its subsidiaries ("Agilent"). In the event of a conflict herewith, the Service Exhibit will prevail. "Product" means Agilent or third party hardware or consumable that is supported by Agilent as described, if applicable, in any Service Exhibits. "Service" means any standard service to support Products.

1. PARTIES RESPONSIBILITIES

- a. Agilent will perform Service in a professional and workmanlike manner. Agilent will make reasonable efforts to deliver Service in accordance with the quotation or the applicable Service Exhibit and may select qualified and reputable subcontractors to perform Service.
 - b. Product must be at current specified revision levels and may require Agilent's certification, at Customer's expense, that Product is in good operating condition.
 - c. Product relocation may result in additional Service charges, modified service response times and if moved subject to availability.
 - d. Customer must remove products not eligible for Service to enable Agilent to perform Service and may incur additional charges for any extra work caused.
 - e. Service does not cover damage, defects or failures caused by: use of ~~non-Agilent~~ media, supplies and other products; site conditions that do not conform to Agilent's specifications; neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by ~~non-Agilent~~ employees or subcontractors, or causes beyond Agilent's control.
 - f. Customer is responsible for maintaining a procedure external to the Product to reconstruct lost or altered Customer files, ~~data~~ or programs, and for having a representative present when Agilent provides Service at Customer's site. Customer will notify Agilent if Product is being used in an environment that poses a potential health hazard. Agilent may require Customer to maintain such Product under Agilent supervision.
- b. Unless stated otherwise in the Service Exhibit, cancellation is subject to Agilent's prior consent and any applicable fees, details of which are available on request.
 - c. Upon sixty (60) days written notice, Agilent may delete Product no longer included in Agilent's Service offering or may cancel a Service Exhibit.

3. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

- a. Customer will pay all expenses for return of Product to the Agilent service center. Agilent will pay expenses for return of Product to Customer via Agilent's standard shipping methods.
- b. Risk of loss and damage for tangible deliverables will pass to Customer at the location specified in the quotation or order acknowledgment.
- c. Acceptance of Service will occur upon performance.

4. PRICE AND PAYMENT

- a. Prices exclude any applicable sales, value added or similar tax payable by Customer.
- b. Payment terms are per the quotation or order acknowledgement and are subject to change if Customer's financial condition or payment records so warrants. Agilent may stop performance if Customer fails to pay any sum due or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

5. WARRANTY

- a. Agilent will replace, at no charge, defective parts used in Agilent's repair of Product for ninety (90) days from the date of Service.
- b. Agilent warrants that software updates will not fail to execute programming instructions due to defects in



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materials and workmanship when properly installed and used on hardware designated by Agilent. Agilent warrants that Agilent owned standard software updates substantially conform to specifications. Agilent does not warrant that software updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Agilent does not warrant that software updates will be uninterrupted or error free.

- c. Agilent Service may use remanufactured parts that are equivalent to new in performance.
- d. The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or an unauthorized third party; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.
- e. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. LICENSES

Unless license terms are included with the software updates, software updates licensed under these Terms will be subject to the most current applicable underlying license.

7. INTELLECTUAL PROPERTY CLAIMS

- a. Agilent will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance to Agilent.

- b. In defending or settling an infringement claim under item a, in this Section, Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the affected deliverable, or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price.
- c. Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; modifications by Customer or a third party; software update use outside the scope of Agilent specifications or related application notes; or use of the deliverable with products not supplied by Agilent.

8. LIMITATION OF LIABILITY AND REMEDIES

- a. In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, ~~warranty~~ or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b. The limitations set forth in item a., above in this section will not apply to infringement claims under the Section titled INTELLECTUAL PROPERTY CLAIMS above, or to damages for bodily injury or death.
- c. The remedies in these Terms are Customer's sole and exclusive remedies.

9. INDEMNIFICATION

- a. Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's gross negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and



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subject to the limitation of liabilities set forth in the Section titled LIMITATION OF LIABILITIES AND REMEDIES.

10. TERM AND TERMINATION

- a. An order or a Service agreement may be terminated immediately upon notice in writing (i) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (ii) by Agilent if Customer fails to pay any sums due as specified in item b., in the Section titled PRICE AND PAYMENT above.
- b. Any order or Service agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.
- c. Upon termination in accordance with 10.a. or 10.b. Customer will pay Agilent for all Service performed and charges and expenses incurred by Agilent up to the date of termination. If the sum of such amounts is less than any advance payment received by Agilent, Agilent will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.
- d. Provisions herein which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.

11. GENERAL

- a. For purposes of Agilent's performance under these Terms, Agilent will process non-sensitive personal

data that is about an identifiable individual or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Customer and its employees, agents and subcontractors ("Customer Personal Data"), including but not limited to names, telephone numbers and email addresses. Agilent will store and use Customer Personal Data in accordance with Agilent's Privacy Statement available at www.agilent.com/go/privacy. Customer shall ensure that Agilent's Privacy Statement is provided to its employees, agents and subcontractors. In the event that Agilent agrees to process personal data on behalf of Customer, both parties agree to comply with all applicable privacy and data protection laws, regulations and codes of practice, including but not limited to those applicable in the parties' country/ies.

- b. Customer may not assign or transfer a Service agreement without Agilent's prior written consent, which may be subject to applicable charges and terms. Agilent may assign or transfer any of its rights or obligations under these Terms and applicable Service Exhibits upon notice.
- c. The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- d. Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from - <https://www.bis.doc.gov>.
- e. To the extent that Agilent is providing Products or Services to Customer which are reimbursable under a



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federal healthcare program (such as Medicare or Medicaid), Agilent and Customer acknowledge that these Terms are intended to comply with the Anti-Kickback Statute and its related Discount Safe Harbor (42 C.F.R. 10001.952(h)). In order to enable Customer to meet its disclosure obligations that it may have under U.S. federal law, Agilent will provide Customer sufficient discount, rebate and other pricing information that may be relevant to enable Customer to accurately report its actual costs for such products and services. Customer acknowledges that Agilent has informed it that it must report any discounts or rebates that it may receive pursuant to these Terms for such products and services as may be required by applicable law. To the extent that Customer is required to make such reports, it will do so in the applicable manner prescribed by the Discount Safe Harbor and as otherwise required.

- f. Use, distribution or disclosure of Products by the U.S. Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).
- g. Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- h. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- i. These Terms and any Service Exhibits attached hereto constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

Agilent Technologies Repair Service/Extended Warranty and Agilent CrossLab Service Plans are governed by this Exhibit and the Agilent Service Terms (E16S).

Repair Service/Extended Warranty, and Agilent CrossLab Service Plans

Repair Service/Extended Warranty, and Agilent CrossLab Service Plans include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent, on supported products:

Repair Service/Extended Warranty (R-28D). Repair Service/Extended Warranty provides warranty-level service coverage on supported instruments. Services include: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

Enhanced Extended Warranty (R41A). Service commences the day after completion of warranty. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Agilent CrossLab Preventive Maintenance.

Agilent CrossLab Bronze (R-28C). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included.

Agilent CrossLab Bronze – Government/Academia (R-29C). The Agilent CrossLab Bronze – Government/Academia service plan is only available to Government and Academia customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included.

Agilent reserves the right to substitute Service Center Repair for On-site service as deemed necessary.

Agilent CrossLab Silver (R-28R). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Agilent CrossLab Preventive Maintenance.

Agilent CrossLab Silver with Interim PM (R-29K). Available only for selected instruments, this service provides the same deliverables as CrossLab Silver (R-28R), plus one Interim Preventive Maintenance.

Agilent CrossLab Silver Plus (R-38R). This service is available for select Agilent LCs and LC/MSs, and includes the Deuterium Lamp Replacement benefit. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance visit including the replacement of the Deuterium lamp.

Agilent CrossLab Silver with OQ (R-28S, R-28U). Services include: services defined in the Agilent CrossLab Silver (R-28R) section above, and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass.

Agilent CrossLab Silver with OQ and RQ (R-28T, R-29K). Services include: services defined in the Agilent CrossLab Silver (R-28R) above and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ), which allows for unlimited re-qualifications after a repair within the contract period.

Agilent CrossLab Silver with Software (R-28W). Services include: services defined in the Agilent CrossLab Silver (R-28R) above, and workstation Software Media Updates.

Agilent CrossLab Gold (R-18E). Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Next Business Day Response time, where available. All labor, travel costs, service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance. Also included are an assigned account manager with quarterly review meetings, and an on-site cache of commonly needed parts.

Agilent CrossLab Gold with Interim PM (R-18B). Available only for selected instruments, this service provides the same deliverables as CrossLab Gold (R-18E), plus one Interim Preventive Maintenance.

Agilent CrossLab Gold with OQ (R-18F, R-18H). Service includes: services defined in the Agilent CrossLab Gold (R-18E) above, and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass.

Agilent CrossLab Gold with OQ and RQ (R-18G, R-18J). Services include: services defined in the Agilent CrossLab Gold (R-18E) section above, and only one Agilent CrossLab Operational Qualification (OQ/PV) event,

which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ), which allows for unlimited re-qualifications after a repair within the contract period.

Module Repair (R-28X). Service coverage for individual module only. Service includes: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included. Certain hardware components may require return to Agilent services at an Agilent Service Center Repair.

Repair Service/Extended Warranty Mass Spec Only (R-29D). Service includes: services defined in the Repair Service/Extended Warranty section above for the Mass Spec component of supported GC/MS or LC/MS systems. No service is performed on the front-end components.

Agilent CrossLab Bronze Mass Spec Only (R-29B). Services include: services defined in the Agilent CrossLab Bronze (R-28C) section above for the Mass Spec component of supported GC/MS or LC/MS systems. No service is performed on the front-end components.

Agilent CrossLab Repair and Maintenance – Government/Academia (R-29R). The Agilent CrossLab Repair and Maintenance – Government/Academia Service plan is only available to Government (Country/State/Local) and Academia (College/University) customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor and travel costs are included. Parts and Consumables required for repair are not included, and must be purchased from Agilent. Only one Agilent CrossLab Preventive Maintenance is included.

Agilent CrossLab Silver with Functional Verification (R-26X). Services include: services defined in the Agilent CrossLab Silver (R-28R) section above, and one Agilent CrossLab Functional Verification testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance is included.

Agilent CrossLab Gold with Functional Verification (R-16W). Services include: services defined in the Agilent CrossLab Gold (R-18E) section above, and one Agilent CrossLab Functional Verification testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance is included. The Service Center repair option is available only for products that specify this repair method or in cases where this option is mutually beneficial to customer and Agilent.

Service Definitions

Service Definitions for All Repair Service/Extended Warranty and Agilent CrossLab Service Plans

Telephone Support to Isolate and Resolve Hardware and Software Problems. Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware problems. If software phone support is specified, this also includes telephone access for the specific purpose of isolating and resolving software problems. Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system. Excludes client-server database software and Informatics software. May include software support from vendors other than Agilent for Multi-Vendor Services arrangements.

On-site Hardware Troubleshooting and Repair. Includes diagnosis and correction of product malfunctions and failures at the Customer site. Repair is provided uninterrupted, unless Agilent determines that additional parts or resources are required. In such cases, Agilent will interrupt repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that the Customer must follow while a permanent solution is developed.

Modules for Service Center Repair. Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Deuterium Lamp Replacement. Agilent CrossLab Silver Plus plans include one (1) deuterium lamp during the 12-month period of the agreement. On site replacement of this lamp by an Agilent engineer will occur during the included Preventive Maintenance (PM) visit. If the lamp does not require replacement at the time of the PM visit, the customer may contact Agilent any time during the agreement coverage and request a lamp be shipped to them at no charge. If the lamp is not requested during the agreement period, no credit will be given or passed along to future agreements.

Agilent Labor and Travel to install the lamp outside of the PM visit is not included in the agreement.

Consumable Parts Required for Repair. With the exception of the lamp benefit contained in Agilent CrossLab Silver Plus, consumables and supplies required during the routine maintenance and normal operation of your instruments are not included in any Agilent CrossLab Service Plan. However, certain supplies and consumable parts may be required as part of a repair or the diagnosing of instrument or product problems.

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Unless otherwise stated, the quantity of such items included in contractual coverage is limited to the amount necessary to return the instrument to normal operation.

Service Center Repair. Includes diagnosis and correction of product malfunctions and failures at local Agilent Service Centers. Agilent may install engineering improvement modifications, when applicable, and perform services such as cleaning, adjusting, lubricating, inspecting, or testing. Repaired products are re-tested and certified to verify proper operation. All required labor, parts, and materials are included. Replaced parts become the property of Agilent.

Agilent CrossLab Preventive Maintenance. Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting, or testing system procedures. Agilent may also perform routine operational maintenance procedures. Labor and parts required to perform Agilent's preventive maintenance procedures and travel to the Customer's site once during the coverage period are included. Preventive Maintenance is performed according to Agilent-recommended procedures upon a mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument-specific maintenance procedure checklists are available from Agilent upon request.

Agilent CrossLab Silver Plus includes a deuterium lamp benefit that is provided at the time of the Preventive Maintenance Visit.

Agilent CrossLab Operational Qualification. Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent CrossLab Operational Qualification (OQ) procedures and methodology. The service is compatible with all Agilent instruments and selected non-Agilent products. The service is provided annually.

Agilent CrossLab Repair Qualification. Uses Agilent CrossLab procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.

Overtime Service. Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except local holidays (may vary by country).

Response Time. Response time is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at the Customer's site. Standard Response time varies depending on the distance from an Agilent office. The travel zone distance varies by country.

Software Media Updates. At Agilent's discretion, software updates and documentation may be delivered automatically to the Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software. **Note:** Only Agilent CrossLab Silver with Software service includes media updates.

Service Prerequisites

Applicable for Agilent CrossLab Service Plans:

Recommended Modifications, Reliability, and Performance Enhancements. Agilent may make recommended modifications at Agilent's expense to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance of the Customer's instruments, covered by Agilent service agreements. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

Applicable for Qualification Services:

Preventive Maintenance. A preventive maintenance procedure, when recommended by the manufacturer, may be performed prior to qualification services at the customer's expense unless otherwise covered by the service agreement.

Applicable for Software Support Services:

General. Agilent provides telephone support only for software that the Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for the current software version and for the last previous version for a minimum of one (1) year from the date of last availability. Telephone support is not available for any software that has reached end-of-support. If support coverage lapses, additional fees may apply.

Designated Callers. The Customer must identify one primary and one alternate caller, both of whom have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

Telephone Access. The Customer must provide a telephone near the system or at another mutually agreed location, which allows the Customer to perform software operations required during problem resolution.

Diagnostic and Maintenance Software. The Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on the Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, the Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent, and Agilent may remove them when the support contract ends.

Customer Responsibilities

Customer Responsibilities for All Repair Service/Extended Warranty and Agilent CrossLab Service Plans

Operating and Maintenance Procedures. The Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an instrument. The Customer shall be responsible for all service and parts required due to failure to perform these procedures.

Access. The Customer must provide Agilent access to the instruments, adequate working space, and use of all information and facilities necessary to service the instrument at the Customer's site.

Appropriate Communication Ability. The Customer must have adequate access to telephones near instruments, and must be fluent in a language supported by the local Agilent Call Center. Web, e-mail, and fax access are required for patches and information transfer.

Material Shipping and Receiving Capabilities. The Customer must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

Locked Cabinet or Room (Agilent CrossLab Gold service). The Customer must provide a locked cabinet or room for the on-site parts cache. The parts remain Agilent-owned until consumed by the customer. The Customer will not remove parts from the cache without prior consent from Agilent.

Applicable for Service Center Services:

Compliance with Agilent Process. The Customer must follow the standard Agilent process for calling, reporting, and qualifying hardware problems. The pertinent Instrument information must be provided.

EHS Form. The Customer must enclose the completed Environmental Health & Safety (EHS) form, or if not available, provide a written statement that no EHS hazard exists as a result of the use of the instrument in the Customer's laboratory.

Proper Packaging. Any returned instruments must be carefully packed in a proper shipping carton.

Applicable for Mass Spectrometer Maintenance and Ion Source Cleaning Services

Venting. The Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. The Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

Applicable for Qualification Services:

Rescheduled Services. The Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification service.

Business Decisions. Business decisions or actions taken by the Customer as a result of any qualification service procedure are the responsibility of the Customer.

Proprietary Information. Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

Service Limitations

The Following Limitations Apply to All Repair Service, and Agilent CrossLab Service Plans

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only, and is subject to local availability. These Agilent products must have been purchased as new products by the Customer from Agilent or a reseller authorized by Agilent to sell these products.

Coverage of Agilent products procured from sources other than those above, or purchased used items, may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at the Customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment if defects are discovered during the inspection.

Any service not covered by the contractual service ordered, including but not limited to software support, is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate instrument documentation.

Service Availability. Coverage hours will be Agilent's normal business hours (8:00 a.m. to 5:00 p.m. local time), Monday through Friday, excluding local holidays.

Maximum Use Limitation. Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. The Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service, and invoiced separately.

Obsolete Instruments. Agilent standard services do not cover instruments or products that are beyond their specified support period.

End-of-Guaranteed-Support. Service coverage under this Exhibit (including multi-year agreements) for any main analytical component, such as a mainframe or subordinate components such as a detector, will automatically convert to Agilent CrossLab Extended Service coverage when the component reaches its End-of-Guaranteed-Support. In cases where Agilent CrossLab Extended Service is not available, the service coverage for that main analytical component or subordinate component will cease. Price uplifts may apply. Agilent CrossLab Extended Service options are described in a separate service Exhibit 22L. Agilent CrossLab Extended Service applies only to Agilent instruments.

Contamination and Corrosion. Services for parts and instruments that become contaminated when operated in hazardous environments, or are difficult to service, including requiring more than typical parts replacement, will be subject to additional charges. The Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Consumables, Supplies, and Parts. Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.

Application Software Support. Agilent provides remote support for two (2) designated callers to isolate and resolve software issues or problems with Agilent Application Software including but not limited to ChemStation, ChemStore, and EZChrom Elite Workstation series. Support for the operating system, any other software on the system, in-depth training, consulting, or any custom engagements, including software customization, are not included. Response time is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site services, and subject to additional charges.

Agilent Informatics Software Support. Support for Agilent Informatics software, including but not limited to Agilent OpenLab CDS client/server installations, Agilent OpenLab ECM, and Agilent OpenLab ELN, is not included. Support coverage for Agilent Informatics software may be purchased separately.

Modules for Service Center Repair. Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

Software Updates. Software updates or upgrades are not specifically provided under any Agilent CrossLab service plan. Contractual software update services may be purchased at additional charge for eligible Agilent instruments.

Support for Agilent-Provided PC Hardware and Peripherals. Agilent Repair Service/Extended Warranty and Agilent CrossLab Service Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within three years of instrument purchase. Agilent reserves the right to repair or replace a non-functioning PC or monitor under coverage with a model of equal or greater specification at Agilent's discretion. Printers and other peripherals are specifically excluded from all service coverage described above.

Service for Medical Devices. For Agilent instruments that are medical devices, service may include additional steps for verification.

Cancellation or Deletion

Upon sixty (60) days prior written notice, the Customer may delete a Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to return-to-bench support, on-site support, response center support, and application and technical assistance. The Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. The Customer will pay for all Service rendered under the scheduled Service Agreement.

Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. The Customer may not cancel a portion of or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (for example, Agilent CrossLab Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

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This information is subject to change without notice.

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