

Tecan Service Contracts.

Providing you with peace of mind

University of North Texas— Quote number 0020266411

This quote is valid until 09/01/2021

Agreement validity period is 09/01/2021 to 08/31/2023

Sales Representative:

Customer Contact:

Tecan US • 9401 Globe Center Drive Suite 140 Morrisville, NC 27560
Telephone (919) 361-5200 • (800) 832-2687
Email: service.contracts@tecan.com



A. Your Service Offerings:

Te-Care™ Complete for Freedom EVO® or Fluent®

Services Include:

1. **One scheduled Preventative Maintenance** visit per year including:
 - Cleaning and greasing
 - Wear & tear parts (these typically include, but are not limited to, valves, syringes, tips, tip assemblies, and tubing)
 - Adjustments
 - Instrument specific tests as outlined in the Service Manual
 - Travel costs and labor
 - Service Report
2. On-site **repairs** in case of instrument failure including:
 - Spare parts (as required)
 - Travel costs and labor
 - Service Report
3. **Update installations** to be performed at the time of scheduled Preventive Maintenance visits. As released for use on the instrument and at the discretion of Tecan. As are required to be installed on the instrument to maintain reliability, usability and/or safety; (Non-Tecan software upgrades are only included in the coverage of this contract if explicitly listed in the quotation):
 - Essential Hardware, Firmware or Software updates
- new!** 4. **Introspect™** instrument Utilization software service including:
 - Cloud-based automatic data extraction for consumable and instrument usage
 - Customizable dashboard allows you to visualize data relevant to your lab
 - Insights on usage data allowing you to improve automation efficiency
 - Secure encryption protocols allowing connection of numerous instruments safely
 - Can be accessed anywhere at anytime
5. **Also included:**
 - Hotline support - Monday through Friday between 8am and 7pm EST, excluding statutory holidays
 - General response time of 48 hours
 - All services are performed by Tecan Certified Field Service Engineers, Technical Support Engineers or Application Scientists



B. General Terms and Conditions of Service:

1. Scope of this Agreement

During the term of this Agreement Tecan shall provide maintenance and corrective service as described in section A and selected in section C of this Agreement in respect of the instrument(s) listed in section C of this Agreement. The service is provided between 08:00 am and 07:00 pm EST on working days Monday to Friday, excluding statutory holidays ("the Maintenance Period").

This Agreement covers the labor and the materials for adjustments, repairs, and replacements of components as necessitated by normal use of the instrument, subsequent to certain actions on the part of the user, except as hereinafter provided.

Unless explicitly stated otherwise in this Agreement herein, the services under section A do not include the following:

- Gravimetric tests;
- Repairs required in reconditioning or altering the equipment;
- Modifications to the configuration of equipment;
- Supply of consumable items and material or work for refinishing the equipment;
- Electrical work external to the equipment or related material;
- Maintenance or alteration of accessories, attachments or other devices not supplied by Tecan or not listed in section C;
- Repair/maintenance of any Personal Computer or device used to control the equipment;
- Recovery of electronic data or the reconstruction of customers' data files;
- Application programming and support;
- Repair of defects arising out of misuse, abuse, negligence, or causes beyond Tecan's control (e.g. act of nature beyond control, unstable power supply, lightning strikes, excessive dust, bugs introduced via computer networks);
- Service required due to the use of non-Tecan brand consumables

If there is a lapse in contract coverage, customer will be required to procure a preventative maintenance appointment and any necessary repairs needed to bring the instrument to good working condition. This must occur prior to the commencement of a service contract. This Agreement shall become effective upon such recertification.

The Introspect™ services will solely be subject to the Terms of Services which can be accessed at <https://tecan2.sharefile.com/d-s69dea1f9ca047a3b> . By issuing a purchase order and using Instrospect™ , Customer accepts aforementioned Terms of Service.

More information concerning Instrospect™ can be found in the IT Considerations White Paper, Data Privacy Statement which can also be accessed through above link.

2. Responsibilities and Service Records

It remains the Customer's sole responsibility to ensure service and maintain the instrument purchased from Tecan in full compliance with all applicable laws and regulatory requirements and any instruction given in Tecan's manuals accompanying the instrument. By rendering services under this Te-Care™ Service Contract ("Contract"), Tecan supports the Customer with qualified and certified personnel. It is the Customer's sole responsibility to carry out a performance qualification as necessary after any preventive maintenance or service interventions.

Each service intervention shall duly be documented in a service report. The service report must be signed by a responsible person of the Customer.

The Customer shall ensure that environmental and electrical supply conditions suitable for the instrument are maintained in accordance with Tecan's recommendations and will keep the instrument clean, and in good condition.

The Customer shall immediately notify Tecan if the instrument needs maintenance or is not operating correctly. Tecan shall attempt to resolve the problem on the telephone ("First Level Support"). If the problem cannot be resolved by means of such First Level Support, Tecan shall dispatch qualified personnel to resolve the problem ("Second Level Support") when onsite-repair services are included in Section A. The Customer shall provide Tecan with full access to the instrument. The Customer shall take all responsible precautions to ensure the health and safety of Tecan's staff while being on site, including ensuring the presence of a representative of the Customer who is familiar with Customer's premises and safety procedures.

When preventive maintenance services are included in Section A Tecan shall perform corrective maintenance on receipt of respective notifications from the Customer during the Maintenance Period.

The instrument must be operationally functional or made functional at Customer's expense at the effective date of the service agreement.



Prior to any shipment of repair parts or visit by a Tecan service representative, Customer must have performed all pertinent diagnostic programs, tests, simple/basic troubleshooting and provide an accurate description of the fault/error provided to the Tecan service representative.

All parts replaced or removed under this Agreement become the property of Tecan and must be returned to Tecan by the Customer within 30 days or charges will occur.

In the event loaner services are included pursuant to Sections A and B, upon request of the Customer and subject to completion of the Letter of Understanding for the use of Temporary Equipment, Tecan provides a loaner instrument to Customer as a replacement whilst his own instrument is in repair. Tecan shall provide the loaner instrument subject to availability at the time of the repair. The Customer shall ship the instrument to be repaired to Tecan within seven (7) business days after receipt of the loaner instrument. The Customer will inspect the loaner instrument immediately upon receipt and will notify Tecan in writing of any defects or unsuitability for the intended use without delay. In case of defects or lack of fitness for the intended use, Tecan shall undertake reasonable efforts to provide an alternative loaner instrument to the Customer, but Tecan cannot guarantee availability of such replacement loaner instrument. The Customer shall save all packaging for the loaner instrument, maintain the loaner instrument and prevent it from destruction or theft in an appropriate manner and return it to Tecan, at its own risk and expense in defect free condition by using Tecan's packaging. The Customer is not entitled to lend or sell the loaner instrument to any third party and ownership in the loaner instruments remains at all times with Tecan. The Customer agrees to return the loaner instrument to Tecan within seven (7) business days of receiving their repaired instrument. Failure to return the loaner instrument within the allotted timeframe will result in the Customer being invoiced for the full value of the loaner instrument.

In the event that Customer requires remote services Customer warrants that its computers and instruments accessed by Tecan for the purpose of remote services shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or otherwise damage the Tecan computers and equipment utilized to provide the remote services.

Customer shall be solely responsible to ensure that all of its files and data are adequately duplicated or documented in the event remote services are conducted. Tecan shall in no way be responsible for Customer's failure to backup such files or any expenses or costs incurred to reconstruct data which are lost, destroyed or otherwise damaged in the course of conducting the remote services.

When Applications Support Packages are included, it is the responsibility of the customer to initiate services within the defined annual pricing period. No refunds or credits will be issued for time not used.

3. Agreement Fees and Payment

The calculated annual contract fee is exclusive of federal, state and local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Customer will assume the payment of all taxes, duties, fees and other charges assessed by any taxing authority. Customer agrees to pay or reimburse any such taxes, duties, fees or other charges which Tecan or its suppliers are required to pay or collect. If Customer is exempt from the payment of any tax or holds a direct payment permit, Customer shall, upon order placement, provide Tecan a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

Payments are due within 30 days after date of invoice. Without liability, Tecan may suspend its contractual obligation as long as overdue payments are outstanding and also has the right to terminate the contract with immediate effect. Tecan shall have the right to charge on overdue amounts, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts.

Tecan may impose a premium annual increase in price on instruments which have aged more than ten years.

Application support packages may be invoiced separately.

4. Duration of the Agreement and Termination

This Agreement shall commence on the date set forth at the outset of this Agreement or as of the date of Tecan's confirmation that an initial preventive maintenance and inspection visit was carried out (if applicable according to Section 1) and will continue for a period as indicated in Section C, unless earlier terminated as set forth herein.

Tecan may terminate this Agreement in the event that the instrument is modified, damaged, altered, or serviced by personnel other than those authorized by Tecan; or if parts, accessories or components not authorized by Tecan are fitted to the instrument.

Upon termination of the Agreement Tecan reserves the right to charge either a prorated fee plus ten percent for the length of the Agreement or parts and labor used during the duration of the Agreement.

This Agreement may be terminated without prejudice to any pre-existing rights by either party forthwith if the other defaults in its obligations under this Agreement and such default continues for 30 days after written notice thereof by the other party.

5. EXCLUSION OF WARRANTIES

As a supplier of general purpose instrument, Tecan shall be responsible only to the extent set forth in the warranty accompanying each item of the instrument and only for the intended general purpose use of the instrument.

OTHER THAN THE OBLIGATIONS EXPLICITLY SET FORTH HEREIN, TECAN DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY,



NONINFRINGEMENT, QUIET ENJOYMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. TECAN DOES NOT WARRANT INTEGRITY OF CONFIGURATION DATA AND PROCESS DATA.

Tecan cannot assume any responsibility or accept liability when Customer or its end user uses the Instrument as a component in a finished device with a specific application. Further Customer shall be solely responsible to comply to regulatory guidelines to include maintaining records and performing required validations.

6. Indemnity and Disclaimer of Liabilities

The Customer shall indemnify Tecan in respect of any claims by third parties, which are occasioned by or arise out of, Tecan's performance pursuant to the Customer's instruction.

TECAN EXPLICITLY EXCLUDES ANY AND ALL LIABILITIES IF LESS THAN THE NUMBER OF PREVENTIVE MAINTENANCES AS REQUIRED IN THE EQUIPMENT DOCUMENTATION HAVE BEEN CARRIED OUT OR IF THE CUSTOMER FAILED TO ASSUME ANY OF ITS RESPONSIBILITIES HEREUNDER. IN ALL CIRCUMSTANCES THE EXTENT OF TECAN'S LIABILITY IS LIMITED TO THE VALUE OF THE EQUIPMENT IN QUESTION. IN NO EVENT SHALL TECAN BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOST SALES, LOSS OF USE OF THE EQUIPMENT OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.

If Protected Data is insured by Customer, the customer shall cause its insurers of such Protected Data to waive any right of subrogation against Tecan beyond the limits of liability set forth herein.

7. Force Majeure

Tecan shall not be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war, Acts of God, acts of terrorism, fire, acts or omissions of any governmental authority or of Customer, compliance with government regulations, or inability to obtain necessary labor or materials from usual sources. In the event of delay due to any such cause, the time for performance will be extended by period equal to the delay plus a reasonable time to resume performance.

8. Place of Jurisdiction and Applicable Law

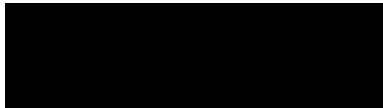
Any dispute or any claims arising out of this Agreement shall be exclusively brought before and decided by the U.S. District Court for the Eastern District of North Carolina or a North Carolina state court located in such District if the U.S. District Court does not have subject matter jurisdiction, or such other jurisdiction as the parties may mutually agree upon in writing. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflicts of law rules or the United Nations Convention on Contracts for the International Sale of Goods.



C. Instrument setup and options covered in Quote #20266411:

Item No.	Description	Serial-No.	Equipment-No.	Location	Start Date	End Date	Annual Fee (USD)
10	INSTRUMENT FREEDOM EVO 100 BASE UNIT <i>LiHa</i> <i>RoMa</i> <i>Te-Shake x2</i>	506000003	10112867	138906-119412	09/01/2021	08/31/2022	23,588
20	INSTRUMENT FREEDOM EVO 100 BASE UNIT <i>LiHa</i> <i>RoMa</i> <i>Te-Shake x2</i>	506000003	10112867	138906-119412	09/01/2022	08/31/2023	23,588
						Net Total (excl. VAT)	47,176

Billing Address
University of North Texas Health
Science Center

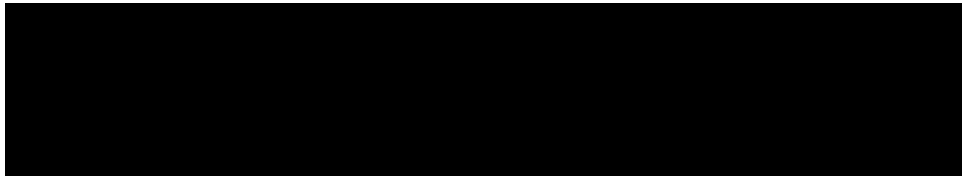


1112 Dallas Dr., Suite 4000
Denton, TX 76205

Tecan
9401 Globe Center Drive
Suite 140
Morrisville, NC 27560
USA

SEE ATTACHED UNT HEALTH SCIENCE CENTER
ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS

Shipping Address
University of North Texas Health
Science Center
3500 Camp Bowie Blvd
Fort Worth, TX 76107-2644



7/27/2021
Date

7/28/2021
Date

