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Avizo QUOTATION for

University of North Texas Health Science Center

Attn.   Scott Maddux

Quote Date:	June 25, 2021
Quote Number:	QUO-137030-C7D1 R1
Expires:	July 22, 2021

Prepared By
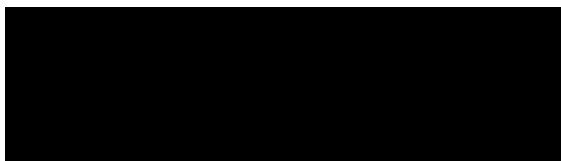
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Proposed Solution

Academic pricing and conditions were applied to this quotation.

Line #	Part Number	Description	Qty	Unit Price	Amount
Node-locked Licenses					
1	1128208	**Avizo Lite - node-locked license**			
		Number of Licenses	4		
		Number of Users	1	4,375.00	$17,500.00
		Sub-total			**$17,500.00**
2	1128210	**Avizo Lite - 1 Year Maintenance (node-locked)**			
		Number of Licenses	4		
		Number of Years	1		
		Number of Users	1	875.00	$3,500.00
		Sub-total			**$3,500.00**
		List Price Total			**$21,000.00**

Pricing Summary (in USD)	
List Price	$21,000.00
Total Discount (10%)	- $2,099.00
Sub-total including discount	$18,901.00
Taxes	Not Included
VAT / Estimated Duty	Not Included
Grand Total	**$18,901.00**

Key Term Summary	
Billing Terms	0% / 100% / 0%
Payment Terms	Net 30 days
Payment Method	Open Account
INCOTERMS 2020	CIP Bordeaux
Indicative Delivery Period	
This proposal is valid until	July 22, 2021

The contracting entity for these goods is FEI Company and the PO should be issued to:

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FRBOR.3d_order@thermofisher.com

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Solution Description

Avizo for Materials Science
Avizo is an advanced 3D analysis software application for exploring and understanding materials structures and properties, in a wide range of materials science research areas and for many types of materials (porous media, metals and alloys, fibrous materials, composites, ceramics, food, semiconductors, …). From straightforward visualization and measurement to advanced image processing, quantification, analysis and reporting, Avizo provides a comprehensive, multimodality digital lab for advanced 2D and 3D materials characterization.

Avizo provides optional modules to perform advanced analysis of materials:
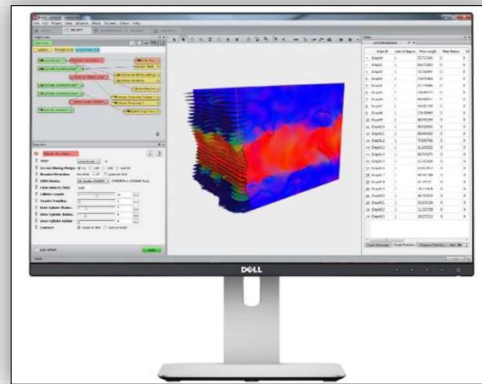
1. **The XLab extensions** provide numerical simulation capabilities to calculate absolute permeability, thermal **conductivity**, electrical resistivity, and molecular diffusivity from a scanned sample (CT, FIB-SEM, MRI, etc.). Using the 3D-image data, XLab extensions can efficiently run accurate and fast simulations which complement or replace challenging physical experiments, providing a virtual lab for assessing materials physical properties.

2. **The XWind extension** provides advanced post-processing of simulation data, ranging from flow to thermal, and stress data. XWind brings an extensive array of advanced visualization and analysis tools to CFD and multi-physics, mechanical and thermal engineering, manufacturing simulation and microstructural prediction, nonlinear structural and geotechnical problems.

3. **The XFiber extension** provides specific support for analyzing fibers, filaments, tunnels, and other networks or tree-like **structures**. The XFiber extension provides automatic, semi-automatic, and interactive tools to assist segmentation and analysis process.

4. **The XPore Network Modeling extension** is a module for conducting pore network modeling simulations of multiphase transport in porous materials. It includes modules for generating various common network topologies, pore and throat geometry models, pore scale physics models, and fluid property estimation. It also contains a large set of algorithms for running various simulations such as drainage curves, gas diffusion, permeability, and more.

5. **With the XPand extension**, you can create new custom components for Avizo, such as file readers and writers, computation modules, and even new visualization modules, using the C++ programming language.

Avizo Inspect for Digital Industrial Inspection
Based on Thermo Fisher Scientific's flagship Avizo software application and integrating expertise acquired over more than 10 years, Avizo Inspect 3D software allows to visualize, analyze, measure and inspect industrial objects acquired by CT systems or 3D microscopy. Avizo Inspect provides a comprehensive set of tools addressing the whole research-to-production cycle: from materials research in off-line labs to automated quality control in production environments. Avizo Inspect lets you reduce your design cycle, inspection times, and allows you to meet higher-level quality standards at a lower cost.

Avizo Inspect also provides optional modules to perform advanced analysis of materials:

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1. **The XFiber extension** provides specific support for analyzing fibers, filaments, tunnels, and other networks or tree-like structures. The XFiber extension provides automatic, semi-automatic, and interactive tools to assist segmentation and analysis process.

2. **CAD imports** provide support for importing all common formats of Computer Aided Design data, such as IGES, STEP, or popular proprietary formats such as CATIA, SolidWorks or Pro/Engineer

3. **With the XPand extension**, you can create new custom components for Avizo, such as file readers and writers, computation **modules**, and even new visualization modules, using the C++ programming language.

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All notices that are required under this Agreement will be in writing and will be considered effective upon receipt, provided that there is proof of delivery by a third party or written acknowledgement by the recipient. The notices addressed to Company shall be sent to its address set out above. The notices addressed to Licensee shall be sent to its address set forth in the applicable price quotation.

17. Government Restricted Rights.
This provision applies to all Software acquired directly or indirectly by or on behalf of the United States Government. The Software is a commercial product, licensed on the open market at market prices, and was developed entirely at private expense and without the use of any U.S. Government funds. If the Software is supplied to the Department of Defense, the U.S. Government acquires only the license rights customarily provided to the public and specified in this Agreement. If the Software is supplied to any unit or agency of the U.S. Government other than the Department of Defense, the license to the U.S. Government is granted only with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the Commercial Computer Software License clause of FAR 52.227-19. Manufacturer is FEI SAS, a part of Thermo Fisher Scientific, 39 rue d'Armagnac, Imm E2 - Quai 8.2, Bordeaux, F-33800, France.

18. Miscellaneous.
This Agreement contains the entire understanding of the parties and supersedes all other agreements, oral or written, including purchase orders submitted by Licensee, with respect to the subject matter covered in this Agreement. Any other terms and conditions contained in a Licensee purchase order will not apply. This Agreement may be modified only by a writing executed by Company and Licensee. Licensee may not assign, pledge, or otherwise transfer this agreement, nor any rights or obligations hereunder in whole or in part to any entity. Paragraph headings are for convenience and shall have no effect on interpretation. In the event that it is necessary to undertake legal action to collect any amounts payable hereunder, Company shall be entitled to recover its costs and expenses including, without limitation, reasonable attorneys' fees.

19. Maintenance.
During the Maintenance Period, Company or its authorized licensee or distributor, will provide standard Software maintenance services, as applicable. Software maintenance services consist of (a) the provision of Software updates, (b) the provision of error corrections for the Software, and (c) the provision of Hotline support in connection with the Software. Software maintenance services will be provided in accordance with the terms of any Maintenance Contract to those customers who have purchased maintenance services for the applicable Software. Software maintenance services are, and will continue to be, available under this Agreement only to the extent that these services are made available by Company with respect to the Software, or any portion of the Software, to its customer base in general. Any changes or additions to Software, except changes or additions authorized by Company, as applicable, shall immediately terminate any maintenance obligation to Licensee. At the end of the Maintenance Period, standard Software maintenance services may be provided, as available, in accordance then current terms and charges for Maintenance Services. All notices of Software malfunctions shall be in writing with details sufficient to diagnose or reproduce said failure. Licensee will be responsible for any installation of any Software Updates and Software Upgrades. This Maintenance service does not apply to the Developer Academic License.

20. Export Controls.
The Software and all related technical information or materials are subject to export controls and are licensable under the U.S. Government export regulations, as well as similar laws and regulations of other countries (Export Laws). You agree to comply fully with all applicable Export Laws to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws. The Software and any related technical information or materials may not be downloaded or otherwise exported or re-exported (i) into any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. Each party shall, at its sole cost and expense, obtain and maintain in effect all permits, licenses and other consents necessary to conduct its respective activities hereunder.

21. Use of Collected data.
Company and our agents may monitor the Software and collect data regarding your use of and the performance and operation of the Software, associated equipment, devices and peripherals, and use such data to provide support to users, detect and address threats to the functionality, security, integrity and availability of the Software, detect and address violations of this Agreement, and improve the Software ("Collected Data"). Collected Data shall exclude any personal information and output data generated by the Software, associated equipment, devices and peripherals. We and our agents will only use Collected Data on your behalf to provide the Software as permitted by applicable law. You hereby grant to Company and our agents a worldwide, royalty-free, fully paid, non-exclusive, license to copy, modify, and distribute internally and to you Collected Data in furtherance of the purposes stated in this Agreement. This license ends when Collected Data is no longer stored with Company. In addition, Company shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software

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FEI Company
5350 NE Dawson Creek Drive - Hillsboro OR 97124 - USA
Please reference our quotation number in all related correspondence

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**S C I E N T I F I C**

any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you relating to the features, functionality or operation of the Software.

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Quotation Acceptance

**Thermo Fisher Scientific
Account Manager**

Phone

Email
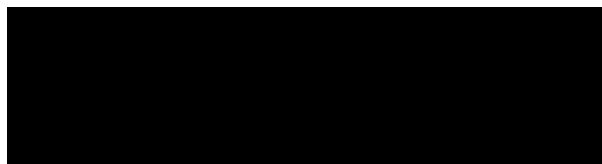
To accept this Quotation, please sign below, and fax this page along with your purchase order to your Account Manager listed above. The terms and conditions in this Quotation supersede and replace the terms in any previously sent Quotation and in any of your purchase orders relating to this order, and will exclusively control and govern the rights and obligations of Thermo Fisher Scientific and your entity with respect to this order (any additional or different terms contained in your purchase order will not be binding upon Thermo Fisher Scientific and are expressly deemed rejected). Thermo Fisher Scientific will send you an order acknowledgement upon Thermo Fisher Scientific receipt and acceptance of this Quotation Acceptance Form.

Agreed and accepted:

Name of Purchasing Entity   University of North Texas Health Science Center

Authorized Signature
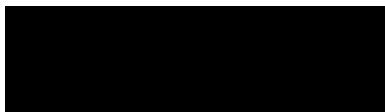
Signed By Name

Date   8/10/2021

Please Send Purchase Order To:

**FEI Company
FRBOR.3d_order@thermofisher.com**

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**FEI Company
5350 NE Dawson Creek Drive - Hillsboro OR 97124 - USA**
Please reference our quotation number in all related correspondence

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SCIENTIFIC**

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** ("University") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University's purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be Electronic Delivery, FCA incoterms.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on

the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

Debarment. Vendor certifies that, to the best of its knowledge, neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7).

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

By:
Nam
Title:
Date: 8/11/2021

Date: 8/10/2021

HSC Contract # 2021-0955

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.