



Quote Reference #0900654283

Coverage from 09/01/2021 to 08/31/2022

To make changes or get assistance, contact your sales rep: **Zahir Caldwell** ZAHIR.CALDWELL@NON.AGILENT.COM

CONTACT INFO

Donna Coyle

Science Center University of North Texas
Health

EQUIPMENT LOCATION

Health Science Ctr University of North Texas

3500 Camp Bowie Blvd
FORT WORTH TX US 76107-2690

Coverage Summary

LCMS Triple Quad System

System Handle: 2

CrossLab Silver

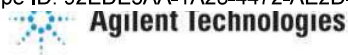
\$31,260.00

View 6 Components

COMPONENT	MODULE #	SERIAL #	END OF GUARANTEED SUPPORT
1260 High Performance Autosampler	G1367E	DEAC003745	04/30/2026
1260 Binary Pump	G1312B	DEACB06047	04/30/2026
1260 Thermostatted Column Compartment	G1316A	DEACN22758	04/30/2026
LC/MS Triple Quadrupole HS System	G6460A	SG13277201	12/01/2020
1260 Infinity High Performance Degasser	G4225A	JPAAA03135	
1260 Diode Array Detector VL+	G1315C	DEAA201895	04/30/2026

Total Amount before Discount (USD)	\$31,260.00
Discount - Region/Country	(\$7,815.00)
Total before Tax (USD)	\$23,445.00
Sales Tax 0.000 %	\$0.00

Total (USD)	\$23,445.00
Payment Terms	Net 30 Days
Billing Frequency - Annual	



This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms https://www.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale https://www.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx Products or Services that are manufactured, configured or adapted to meet Customer's requirements are subject to the Agilent Terms of Sales - Custom products https://www.agilent.com/en-US/products-services/Services/Pages/e16S_us_canada_mexico.aspx If you have a previously signed agreement with Agilent covering such Products, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America(U.S.) or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.

Exhibit 22X

Repair Service/Extended Warranty

Agilent
CrossLab
From Insight to Outcome

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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Flexible Services To Cover Your Lab's Needs

Agilent CrossLab service agreements



Customized Coverage For Your Lab's Needs And Budget



Maintaining instrument performance is critical to the success of your lab. You can enhance productivity, control costs, and empower everyone—regardless of skill level—to achieve excellent results with Agilent CrossLab Service Agreements.

They enable your lab to:

- Maximize uptime
- Produce reliable data with high accuracy and sensitivity
- Ensure that your instruments fully comply with industry regulations

The following levels of support are available for Agilent instrument contracts and selected Spectroscopy, LC, GC, and MS models, regardless of manufacturer:

Agilent CrossLab Gold: Priority coverage, ultimate uptime

Get all the benefits of our Silver plan, plus VIP advantages like next-business-day response, onsite parts storage, 24/7 call logging, and a dedicated service engineer.

Agilent CrossLab Silver: Maximum lab productivity

Includes all the benefits of our Bronze plan, plus valuable extras like annual preventive maintenance and optional compliance services.

Agilent CrossLab Bronze: Keep costs under control

Total onsite hardware repair coverage for multiple manufacturers, at a fixed annual price.

Preventive Maintenance: Ensure peak performance

This affordable annual agreement can reduce instrument failures by up to 25%.

Customize the support your lab needs to avoid costly repairs and downtime.

Go to www.agilent.com/chem/crosslab-service-agreements today.

Additional instrument services

Compliance qualification:

Reduce your regulatory risk

Our CrossLab experts will qualify your lab instruments for use in regulated environments.

Multivendor service plans:

The best value for your new instruments

A multiyear service plan gives you discounts for long-term coverage—and locks in your lower rate for the life of your agreement.

Multivendor service: Total lab coverage

Our certified service engineers have experience with over 26 manufacturers and 200 instrument models.

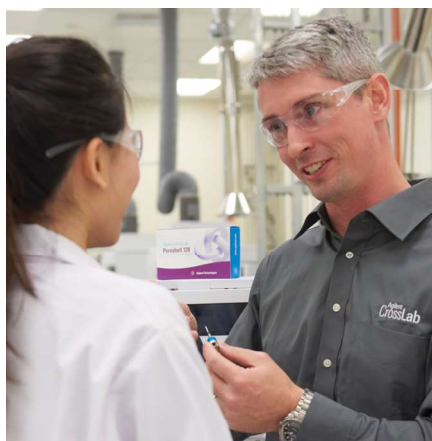
Expanded capabilities

Ask your representative about these extended laboratory management services:

- Relocation
- Compliance and Consulting
- iLab
- Lab Business Intelligence
- Inventory management

Quick-reference table for all Agilent Instrument contracts and select MVIS contracts

	Gold	Silver	Bronze	Preventive Maintenance	Software Maintenance
Services included in Agilent CrossLab service agreements					
Contract-level Preferred Response vs. T&M	•	•	•		
Hardware telephone support	•	•	•		
Software telephone support	•	•	•		•
All Agilent software revisions					•
Onsite repair services					
Unlimited onsite repair visits (travel & labor)	•	•	•		
Parts and consumables required for repair	•	•	•		
Maintenance services					
Annual onsite preventive maintenance	•	•		•	
High-availability services					
Next-business-day response	•				
Onsite parts cache	•				
Assigned service engineer/manager	•				
Quarterly status reviews	•				
Compliance services (optional)					
Discount when bundling operational qualification (OQ)	•	•			
Guaranteed Pass OQ	•	•			
Discount when bundling re-qualification (RQ)	•	•			



Agilent CrossLab. Who we are. What we do.

Whatever your lab needs, Agilent CrossLab is ready to partner with you to create new and transformative opportunities. Together, we'll support your scientific and business goals with superior laboratory services, software, and consumables from Agilent. A direct connection to a global team of service experts delivers vital, actionable insights at every level of your lab.

Our solutions maximize performance, reduce complexity, and drive improved economic, operational, and measurable outcomes. And our innovative and comprehensive products generate immediate results and lasting impact.

Find out more on how to leverage Agilent CrossLab for your lab today.

Go to www.agilent.com/crosslab

How we help—Stories from the lab

Story #10 Investigative reporting

Extended expertise helps boost one lab's efficiency. Get the full story at

www.agilent.com/chem/story10

Story #16 Special ops

A team effort improves lab metrics and creates lab efficiencies. Get the full story at

www.agilent.com/chem/story16

Story #47 Creating high value

A big lab gets help with instrument calibration. Get the full story at

www.agilent.com/chem/story47

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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 FOB Destination.

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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to University records retention requirements; (2) to promptly provide contracting information to University when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to University or to preserve all contracting information according to University’s records retention requirements.

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 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). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

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

DocuSigned by: [Redacted Signature]

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

DocuSigned by: [Redacted Signature]

Date: _____

HSC Contract # 2021-0986

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.