



Service

Preventive Maintenance Service Agreement

Agreement Number: 122555

Date: August 11, 2021

Customer Name: University of North Texas
Attention: [REDACTED]
Address: 3500 Camp Bowie Blvd
City, State, Zip: Fort Worth, Texas 76107
Building/Location: Fort Worth Research Facility & UNTHSC-Interdisciplinary Research Building

Avidity Science, LLC. (Avidity Science) and the Customer agree that the equipment and the associated level of service detailed on the Scope of Work page will be provided by Avidity Science at the Customer's facility. The Terms and Conditions, Assurance Services, Equipment Listings, and/or Schedules included in this Agreement cover the rights and obligations of both the Customer and Avidity Science.

Level of Service: Basic (with parts included)

Additional Services

- ☐ Training Services ☐ Water Quality Testing
☐ Other:

Description of Add On or Individual Services:

Pricing Summary:

PSA – See page 2 for pricing and discount offers

Exclusions of Service Agreement

Agreement price is based upon equipment operating under normal conditions. Avidity Science is **not** responsible for any equipment that is damaged by accident, misuse, disaster, and/or abuse. Extra charges will apply.

These payments will be due and payable when the Customer receives Avidity Science's Invoice and in advance of the services Avidity Science is to provide.

Notes:

for Avidity Science

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PM Single-Year Pricing:

The total price for Avidity Science's Service Agreement is \$27,288.00 US.

A discount of 5% will be applied if the total price is paid in one installment within net 30 days (discounted price: \$25,924.00 US). (This discount applies to PM price only.)

The E-vive Valve Care Program is not eligible for the 5% discount listed above.

This agreement takes effect on September 1, 2021. It will continue for a term of one year.

For cancellation, written notice must be delivered 30 days in advance.

Level of Service:

BASIC (with parts included)

1. Preventive Maintenance Services for designated equipment will be performed twice per year. These include verification, calibrations, adjustments, repairs and/or replacement of worn/ defective parts due to normal use and conditions. All normal PM parts are included in the agreement.
2. The annual Service visit will be completed within 90 days for all new agreements. Calibrations, adjustments, repairs, and applicable Preventive Maintenance services will be performed on covered components detailed on the Scope of Work.
3. The interim Service visit will be completed approximately (6) months after the annual visit for all equipment detailed on the Scope of work page.
4. A Preventive Maintenance report will be completed for each visit and presented to an authorized company representative for approval. An original copy signed by both parties will be given to the representative will be given to the representative at the completion of the service visit.
5. 24/7 technical phone support included.
6. All other requested service visits/repairs will be subject to additional fees including: trip charge and labor charges. All parts will be included for repairs.

Parts Replacement:

1. If Premium, Priority, or Basic (with parts) is selected above, all replacement parts needed during the agreement period to keep the system operating within specifications will be furnished except consumables such as printer paper and ribbons, filter cartridges, chlorine, etc., which must be supplied by customer.
2. Factory rebuilt boards (PCB) and components will be used at Avidity Science's discretion. Defective/repairs parts must be returned to Avidity Science for exchange unless directed otherwise by a designated Avidity Science representative.
3. For agreements outside of the United States, the costs associated with shipping, duties, and/or taxes are not included in the price of the service agreement. In the United States, all covered shipping is Ground only. Extra charges will apply for priority/rush shipments.
4. This agreement covers installation of parts during the Preventive Maintenance visit only. At all other times, the Customer is responsible to self install necessary parts. If customer requires Avidity Science to install parts outside of the normal Preventive Maintenance visit, the purchase of an additional service call is needed.
5. Software upon failure will be replaced with customer's current version or equivalent. This does NOT include upgrading to a new software product, or software modifications requested by customer.

Telephone Technical Support

A telephone number is available to reach a Technical Support Representative during regular working hours.

If calling after hours, a message can be left for Technical Support or a Technical Support Representative can be paged in emergency situations (24 Hours/Day, 7 Days/Week).

Phone: 1-262-534-5181

Toll Free: 1-800-558-5913

Email: techsupport@avidityscience.com

Facility Access

Avidity Science personnel shall have full and free access to the equipment for servicing during normal working hours. For after-hour and weekend emergencies necessary arrangements shall be made for suitable access.

for Avidity Scie

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Exclusions

Service under this agreement does not include the following:

1. **Repair of damage or increase in service time caused by accident, misuse, disaster or abuse or by accessories, alterations, attachments or other devices not furnished or installed by Avidity Science.**
2. Painting or refinishing the equipment
3. Service of accessories, alterations, attachments or other devices added to the equipment not furnished by Avidity Science.
4. Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment, including adequate space, power, and any other facilities prescribed by Avidity Science.
5. Avidity Science will maintain software that has been created/tested by Avidity Science. This agreement excludes upgrading to any software not created or tested by Avidity Science.

Please note the following regarding Avidity Science Service:

1. Avidity Science field crew personnel are non-union. Avidity Science is not a licensed contractor. Prices are not valid if union or licensed tradesmen or contractors are required. The above installation prices are not valid where asbestos hazards exist. It is the responsibility of the customer to advise Avidity Science of the presence of any and all hazardous materials which may be encountered during the installation.
2. The customer must provide all necessary access to animal rooms to perform labor. It is the customer's responsibility to move existing equipment cage racks, or animals as necessary to provide Avidity Science crews access to animal rooms or other work areas. If cage rack manifolds are being installed on existing cage racks by Avidity Science crews the customer must clean and provide access to those racks in a timely manner.
3. Avidity Science technicians typically work an 8-hour workday, which includes travel time to and from work site. If extended hours are required, additional charges may be added to invoices.
4. Avidity Science does not require the use of "respirators" for installation or service of its products and systems. Avidity Science Technicians are not trained in the use of any type of respirator. The customer is responsible to furnish and provide all necessary equipment, training, medical evaluations, and fit testing required for the use of any respirator on the project site. All cost associated with furnishing and providing all necessary equipment, training, medical evaluations, and fit testing will be borne by the customer.

General and Commercial Terms:

1. Payment Terms are **Net 30 Days** after invoice to approved credit, no retainages will be allowed. Invoices will be issued at the time of shipment of material, partial shipment may be made and invoiced separately. Invoices for installation services will be limited to one per month. Invoices will be submitted on Avidity Science, LLC Standard forms. No cash discounts are allowed. Avidity Science, LLC reserves the right to revoke any credit extended to the customer for any reason throughout the course of the job. All payments must be made in U.S. dollars. If written orders are received by Avidity Science, LLC stating terms different than those stated herein, final acceptance of the order will be withheld until mutually acceptable terms are agreed upon.
2. The Terms stated within this document are intended as a complete and exclusive statement of any subsequent order/agreement. None of the Terms may be added to modify or supersede unless agreed upon by both parties in writing.
3. Under no circumstances will we be responsible or liable for any action or claim including those arising out of injury or death, which results from an act or negligence of Buyer/Contractor or other hired sub-contractors on-site.
4. **Domestic Orders (E-vive and Service)**
 - a. Avidity Science, LLC collects sales taxes in the following states. These taxes are not included in the purchase and will be added to all invoices. If the buyer claims tax exemption, a proper exemption certificate must be received by Avidity Science, LLC prior to shipment of material or commencement of any installation on-site. **(For following states: Arkansas, California, Connecticut, Florida, Hawaii, Illinois, Indiana, Iowa, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, North Carolina, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Virginia, West Virginia, Wisconsin)**
 - b. Unless otherwise agreed upon, all shipments within continental U.S. are FOB Origin via regular UPS or Common Carrier. If rush deliver via overnight/Air Freight is stipulated by the Buyer and is not included in the quoted price, additional freight charges, as applicable, must be paid by the Buyer. Title to the goods will remain with Avidity Science, LLC until payment is received from the Buyer.
5. **Canadian E-vive Orders**
 - a. Avidity Science, LLC collects GST in your country. These taxes are not included in the quoted price and will be added to your invoices.
 - b. All shipments are DDP. Rush delivery is not included in this quote and would be subject to additional charges if required.
6. **European E-vive Orders**
 - a. All shipments are DDP. Rush delivery is not included in this quote and would be subject to additional charges if required.

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7. United Kingdom E-vive Orders

- Avidity Science, LLC collects VAT in your country. These taxes are not included in the quoted price and will be added to your invoices. If the buyer claims tax exemption, a proper exemption certificate must be received by Avidity Science, LLC prior to shipment of material.
- All shipments are DDP. Rush delivery is not included in this quote and would be subject to additional charges if required.

8. International E-vive Order

- Unless otherwise noted, Incoterms of DAP: Delivery At Place will apply. Customer is responsible for all Duties and Taxes imposed by the country in which they reside.
- Rush delivery is not included in this quote and would be subject to additional charges if required.

9. The non-discrimination clause contained in Section 202 of the Executive Order No. 11246 relative to equal employment opportunities for all persons without regard to race, religion, color, sex, age or national origin is incorporated into this agreement.

10. Avidity Science, LLC will provide customers with background check and credit information on employees assigned to their account upon written request. Any background check information which is provided shall be maintained on a confidential, need to know basis and not disclosed to any other person or entity without prior written consent from Avidity Science, LLC.

11. On multi-year agreements, if customer cancels the service agreement prior to the end of the original term, the customer agrees to reimburse Avidity Science, LLC. five percent (5%) of the unused portion of the agreement.

12. Avidity Science, LLC has the following insurance coverage. Additional insurance required by the buyer will be added to the invoice.

- Comprehensive General Liability:** General Aggregate (other than products/completed operations) \$2,000,000. Products/Completed Operation Aggregate \$2,000,000. Bodily Injury and Property Damage Liability \$1,000,000 each occurrence.
- Automobile Liability:** \$1,000,000.
- Worker's Compensation Statutory:** Bodily Injury by Accident \$100,000 Each. Bodily Injury by Disease \$100,000 Each. Bodily Injury by Disease \$500,000 Limit.
- Umbrella Excess Liability:** \$5,000,000 Limit of Liability.

NOTE: Avidity Science, LLC carries sufficient insurance coverage with an annual policy and will not participate in any Owner/Contractor Consolidated Insurance Program. Avidity Science, LLC will provide proof of insurance upon request.

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

Avidity Science, LLC.

Customer

<Select One>

Title

8/25/2021

Date

8/24/2021

Date

This proposal is valid for 90 days from proposal date

Scope of Work, Special Additions and Exceptions:

Customer Location:		Fort Worth	\$10,369.00/ \$9,851.00		
Product	Service	Equipment	Annual	Interim	
Category	Level	Quantity	Visits	Visits	Equipment Description
Server Accessories					
	Basic with parts	1	1	1	Printers - All
Sensor					
	Basic with parts	42	1	1	Sensor Module 4

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Watering Control Panels & Sequencer					
	Basic with parts	1	1	1	AWSC - Stand Alone
Pressure Reducing Stations					
	Basic with parts	3	1	1	PRS - 8550
Room Distribution System					
	Basic with parts	6	1	1	3/8" Stainless Steel Solenoid (flush valve)
Pulse					
	Basic with parts	1	1	1	PCCx
	Basic with parts	1	1	0	Pulse Software
	Basic with parts	1	1	1	Remote Alarm Indicator (RAI-604)

Customer Location: UNTHSC \$16,919.00/ \$16,073.00					
Product	Service	Equipment	Annual	Interim	
Category	Level	Quantity	Visits	Visits	Equipment Description
Sensor					
	Basic with parts	9	1	1	Sensor Module 4
Light Control					
	Basic with parts	9	1	1	Advanced Light Module (ESP) (WD ESP Pulse)
	Basic with parts	9	1	1	Light Tap Switch (override)
Pressure Reducing Stations					
	Basic with parts	3	1	1	PRS - 8550
Room Distribution System					
	Basic with parts	34	1	1	3/8" Stainless Steel Solenoid (flush valve)
Cage Wash Equipment					
	Basic with parts	1	1	1	Manual Combo Flush Station
Bottle Filling Station					
	Basic with parts	1	1	1	BFS-675
RO - 100					
	Basic with parts	1	1	1	RO-100 Rios Repress w/1 RO, 2 pump (Filter Pack not included)

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AWS Storage Tanks					
	Basic with parts	1	1	1	Storage Tanks
Pulse					
	Basic with parts	1	1	1	PCCx
Misc.					
	Basic with parts	10	1	0	FloSense

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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

B
N

Title: _____
Date: 8/25/2021

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AT FORT WORTH

By: _____
Na _____
Titl _____
Date: 8/24/2021

HSC Contract #2021-1051

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.