

Service Agreement



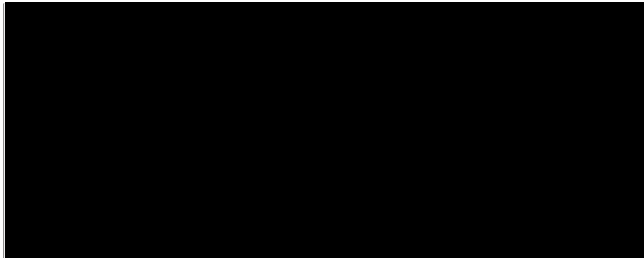
Laser Scanning Microscope System

System description.

ZEISS LSM 710 Airyscan With GaAsP Detector

SN#

Customer:



AGREEMENT SUMMARY

Quote #: 1

Contract #: 1UNT

Coverage Period: TWO (2) YEARS

Date of Issuance: 2020-2022 Starting on date of P.O.

This Service Agreement's total value is:

YEAR 1 \$17,500.00 W/O Airyscan

YEAR 2 \$24,000.00 W/ Airyscan and GaAsP

Detector TOTAL FOR TWO YEARS \$ \$41,500.00

COVERAGE DETAILS

Service Coverage includes:

One (1) preventative maintenance inspection per agreement year. This includes all labor and travel associated with conducting this PM inspection visit.

All labor and travel related charges associated with any service repair visit in addition to the PM visit as may be required during the contract year, is included. All covered replacement parts (see objective and filter coverage detailed below). Scheduled and emergency service performed between the hours of 8:00 AM and 5:00 PM Monday through Friday.

Factory trained Customer Support Engineers

ACCEPTANCE

This Agreement is also Subject to the Terms and Conditions attached.

[Redacted Signature]

Signature of Authorized Agent

[Redacted Name] 7/1/2020

Print Name and Title Date

DocuSigned by:

[Redacted Signature]

6/23/2020

6DC1E1349D8D447...

Signature of Authorized Customer Agent

Print Name and Title Date

[Redacted Signature]

[Redacted Signature]

[Redacted Signature]

1] Microscope, Scan Head, Spectral Detector, Coverage:

Full System coverage required

Confocor APD covered on a best effort basis.

[2] Laser Coverage: All System Lasers are covered as follows:

On Elyra systems all lasers

are covered as part of the Basic System coverage.

On LSM, ConfoCor and LCM systems all Lasers are covered as follows:

Ar, HeNe, 561nm and Diode Lasers are covered as part of the Basic System coverage with the exception of the following. Coverage for UV (Coherent, 355nm), InTune and 405/440nm

Diode Lasers needs to be purchased separately, these lasers are covered if listed in the additional laser attachment.

1. The NLO laser hardware (Coherent or SP) is not covered under the Service Agreement unless specifically listed in an additional laser attachment. The NLO hardware is covered only if listed in the additional laser attachment.

[3] System Computer Coverage:

Coverage is limited to the system computer purchased no more than five years prior to the expiration date of this agreement. Stand-alone workstation and storage PCs are not covered.

The coverage is limited to the restoration of the system functionality and does not include the recovery of lost data or software not required for the operation of the imaging system. Customer is responsible for routine PC maintenance;

including data backup and removal of data from the Hard Drive to prevent overfill which may

cause system malfunctions. Problems caused by customer intervention (e.g. deleted system files, failures due to hardware changes) are not covered.

[4] GaAsP Detector, BiG Detector and APD Coverage:

The GaAsP and APD detectors are highly sensitive and may get damaged due to improper use, due to this fact, coverage does not apply for these detectors under such conditions.

[5] Objectives:

Repairs objectives will be provided at a case by case basis if it has been determined the damage is due to abuse or neglect or are specifically excluded.

[6] Consumables /Exempt Items:

Items such as, but not limited to, batteries, light bulbs and liquid light guides have a limited life. These items, as well as the labor related to the replacement of these items, are not covered.

TERMS AND CONDITIONS

1.

WHAT IS COVERED UNDER THIS AGREEMENT

(capitalized terms below will correspond to the titles on the signature page of this Agreement ("Signature Page"). During the Coverage Period, ARCROYAL SYSTEMS LLC will provide services for the equipment described on page one under ("system description") as follows:

1.1 Description

ARCROYAL SYSTEMS LLC will provide the service(s) ("Service(s)") described on the Coverage Details section of the Signature Page.

1.2 Preventative Maintenance.

If specified under Coverage Details and for Agreements with a Coverage Period longer than 6 months, ARCROYAL SYSTEMS LLC will provide preventative maintenance ("PM") for the Equipment; PM will include those actions that ARCROYAL SYSTEMS LLC deems necessary to ensure the Equipment performs properly. PM is provided during Normal Hours and may be provided concurrently with a remedial maintenance visit.

1.3 Time of Service

Service(s) will be provided during ARCROYAL SYSTEMS LLC normal working hours (i.e. 8:00 AM – 5:00 PM local time Monday through Friday, except ARCROYAL SYSTEMS LLC recognized holidays) ("Normal Hours"). At the Customer's request, ARCROYAL SYSTEMS LLC can provide Service(s) outside of Normal Hours, subject to charges for overtime labor (with a minimum 2 hour labor charge), travel and expenses.

1.4 Covered Replacement Part(s).

As included in the Coverage Details, ARCROYAL SYSTEMS LLC will provide the covered replacement parts required to perform the Service(s) ("Part(s)"). Part(s) may be new or rebuilt, at ARCROYAL SYSTEMS LLC discretion, but will always meet original Equipment specifications.

2. WHAT IS NOT COVERED UNDER THIS AGREEMENT

2.1 ARCROYAL SYSTEMS LLC obligations do not apply:

- (a) to repairs arising from (i) Customer's (employees, agents, invitees) intentional acts or negligence; (ii) Customer peripherals not provided as part of original system configuration; or (iii) misuse of the Equipment, including, without limitation, use

for any application or function for which it was not designed.

- (b) to repairs to accessories, attachments, supplies, or other devices not furnished by as part of original system.
- (c) to electrical work external to the Equipment.
- (d) to repair caused by Customer's moving the Equipment or from an Excusing Event (defined below).
- (e) to third party ("OEM") items (e.g.: EDS, water chillers, compressors, CCD cameras, monitors), which are only covered to the extent of the OEM warranty, unless ARCROYAL SYSTEMS LLC specifically extends coverage.
- (f) to consumable items with a limited life (e.g.: light bulbs, batteries, emitters), unless ARCROYAL SYSTEMS LLC specifically extends coverage.

2.2 Force Majeure.

Neither party is responsible for any failure to perform or delayed performance of any part of this Agreement if performance is prevented, hindered, or delayed by reason of any cause beyond the reasonable control of ARCROYAL SYSTEMS LLC or Customer ("Excusing Event") including, without limitation, labor disputes, strikes, other industrial disturbance, acts of God, floods, shortages of materials, earthquakes, casualty, war, acts of the public enemy, riots, insurrections, public health risk, quarantine, embargoes, laws, blockages, actions, restrictions and regulations or orders of any government, government agency or subdivision.

3. WHAT CUSTOMER MUST DO UNDER THIS AGREEMENT

3.1 Access.

Customer will allow ARCROYAL SYSTEMS LLC reasonable access to the Equipment during Normal Hours (if applicable, including remote electronic access through appropriate protocols). ARCROYAL SYSTEMS LLC and Customer will work together to schedule convenient times for repair. If Customer does not allow ARCROYAL SYSTEMS LLC access to the Equipment, Customer may be charged at ARCROYAL SYSTEMS LLCs standard labor rates for lost time and travel.

3.2 Representative.

Customer must have a knowledgeable representative with signature authority available to accept the satisfactory completion of work performed and to authorize billing.

3.3 Biosafety Hazards.

Customer will notify ARCROYAL SYSTEMS LLC if Services are to be provided in a biohazard environment. Customer will provide ARCROYAL SYSTEMS LLC's personnel with appropriate PPE and/or site specific information or training to address such hazardous conditions. If the Equipment is exposed to biosafety hazards during use, then the Customer will decontaminate the Equipment before ARCROYAL SYSTEMS LLC provides Service(s).

3.4 Vacuum Contamination.

As applicable, Customer will perform and provide ARCROYAL SYSTEMS LLC with a Declaration of Contamination for all vacuum related parts that are replaced. Failure to provide this Declaration will result in an additional charge for the Part(s).

3.5 Payment

Customer will pay the total amount due for each service relationship arising under this Agreement, including those Services provided outside of Normal Hours or outside of coverage, including all applicable Federal, State and Local taxes within 30 days of invoice.

4. LIMITED WARRANTY: DISCLAIMER; LIMITATION OF LIABILITY.

4.1 Limited Warranty.

During the Coverage Period, ARCROYAL SYSTEMS LLC warrants that: all repair services will be performed by trained technicians, in a good and workmanlike manner, and that parts and repair services will be free from defects in material and workmanship. Except as limited above, during the Coverage Period, ARCROYAL SYSTEMS LLC will correct any repair to Equipment that fails to function after ARCROYAL SYSTEMS LLC performed repair services. This limited warranty gives Customer specific legal rights. Non-institutional Customers may have other rights, which vary from state to state.

4.2 Disclaimer of Warranty.

ARCROYAL SYSTEMS LLC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO SERVICES OR PARTS PROVIDED BY ARCROYAL SYSTEMS LLC UNDER THIS AGREEMENT. For Software components, ARCROYAL SYSTEMS LLC does not guarantee that the software will operate without interruption, or be free from errors or defects of code.

4.3 Remedy.

If ARCROYAL SYSTEMS LLC breaches any warranty or obligation under this agreement, its sole obligation will be to make all necessary adjustments, repairs and replacements in accordance with the terms of this Agreement and to replace any defective parts installed under this agreement, or if unable to repair or replace parts due to unavailability, to terminate and refund the prorated balance of this Agreement. If ARCROYAL SYSTEMS LLC damages an item of the customer's physical property while performing Services (e.g. damage a monitor), ARCROYAL SYSTEMS LLC will pay the Customer the cost to repair or replace that item, but not the costs arising in consequence of that damage (see 4.4.).

4.4 Limitation of Liability.

ARCROYAL SYSTEMS LLC WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION (AND WHETHER DIRECT OR CONSEQUENTIAL DAMAGES) LOSS OF USE OF THE EQUIPMENT OR LOSS OF PROFITS. This provision may not affect third party claims for bodily injury or death arising in products liability or from ARCROYAL SYSTEMS LLC's gross negligence. Some states do not allow the exclusion or limitation of consequential or incidental damages, so the above limitation or exclusion may not apply.

5. TERM AND TERMINATION.

The term of this Agreement is the Coverage Period.

This Agreement may also be terminated:

- (a) At any time upon mutual consent in writing;
- (b) By either party if the other party fails to correct a default of this Agreement for thirty (30) days after notice of such default is given to the defaulting party;
- (c) By either party upon giving ninety (90) days' prior written notice to the other party.
- (d) By ARCROYAL SYSTEMS LLC due to lack of available parts or commercial impracticability to obtain parts; ARCROYAL SYSTEMS LLC will return to Customer the prorated balance of the Service Agreement paid to ARCROYAL SYSTEMS LLC.

6. MISCELLANEOUS.

6.1 Assignment.

Neither party may assign this agreement without the prior written consent of the other party.

6.2 Waiver.

If either party fails to exercise a right or insist on strict performance under this Agreement on one occasion, that party may still exercise that right, or insisting on performance of that obligation on any other occasion; nor will this Agreement be modified in any way by such failure to exercise a right or insist on strict performance under this Agreement.

6.3 Written Agreement.

This Agreement contains the entire understanding between the parties; supersedes any prior agreements, written or oral, between the parties, and, except as provided herein, may be amended or altered only by a mutually signed writing.

6.4 Governing Law.

The validity and interpretation of this Agreement is governed by the laws of the State of Missouri. The venue and procedural laws applying to any conflict arising from this Agreement will be determined by a court of competent jurisdiction.

6.5 Unforce able Provisions.

If any part of this Agreement or its application becomes illegal, unenforceable, or void, such provision will be changed and interpreted so as to best accomplish the objectives of that provision to the extent allowed by law, and the remaining provisions of this Agreement will continue in full force and effect.

6.6 Counterparts and Facsimile Signature.

This Agreement may be signed by any number of counterparts, but will be considered duly executed when signed by both parties.

This Agreement may be duly executed by faxed or .PDF scanned signatures.

6.7 Controlling Terms.

This Agreement and attached Standard Addendum to Agreement, will supersede any non-conflicting, terms and conditions contained on any confirmation or purchase order, acceptance,

acknowledgment or other writing buyer may give or receive. If Customer uses a purchase order to accept this Agreement, the terms and conditions on this Agreement will control and the Customer's purchase order will serve only as an acceptance of this Agreement by the Customer.

7. CONFIDENTIALITY.

ARCROYAL SYSTEMS LLC and the Customer shall maintain the confidentiality of any information exchanged between them

(or their respective employees or agents) relating to the business, customers and/or patients of the disclosing party, including but not limited to know-how, technical data, processes, software, techniques, developments, inventions, research products and plans for future developments, proprietary matters of a business or technical nature, as well as the Agreement and its terms (including the pricing and other financial terms under which the customer will be obtaining the Service(s) hereunder ("Confidential Information").

Confidential Information also includes all written materials (including correspondence, memoranda, manuals, training materials, notes and notebooks) and all computer software, models, mechanisms, devices, drawings or plans which may be disclosed or made available embodying Confidential Information.

All Confidential Information will be and remain the sole and exclusive property of the disclosing party. Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's Confidential Information to its employees and agents having a need to know this information. Confidential Information shall not include any information or data which (i) is or becomes public knowledge (through no fault of the receiving party or any of its employees or agents), (ii) is made available to the receiving party by an independent third party without any obligations of confidentiality, (iii) is already in the receiving party's possession at the time of receipt from the disclosing party (as such prior possession can be properly demonstrated by it), or (iv) is required by the law to be disclosed, provided that the receiving party gives the disclosing party advance notice of the requirement for disclosure so that the disclosing party can take whatever action it deems necessary to protect the disclosure of its Confidential Information. In addition, this confidentiality provision shall not apply to any action brought by either party to enforce the terms of the Agreement against the other party.

Any unauthorized use, disclosure or misappropriation of any Confidential Information by the receiving party in violation with the foregoing may result in irreparable and continuing damage to the disclosing party; in the event of such breach, the disclosing party shall be entitled to obtain immediate injunctive relief and any other relief or remedies to which it may be entitled. The Receiving Party waives any requirement that the disclosing party post a bond or other security in connection with any petition filed by the disclosing party for injunctive relief. In the event that a court of competent jurisdiction determines that the receiving party has breached this provision, then the receiving party shall reimburse the disclosing party for the costs of any court proceedings and all reasonable attorneys' fees.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") 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. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. 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. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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 Gov't 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. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't 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 the parties to attempt to resolve any claim for breach of contract against UNT 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 Denton County, Texas, and venue for any suit filed against UNT 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, UNT'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, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. 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.

Insurance. UNT, 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 UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT 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 UNT in an electronic format. The requirements of Subject 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 UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't 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.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT 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 UNT 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 not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Arcroyal Systems

UNIVERSITY OF NORTH TEXAS

Date: July 1 2020

Date: _____

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.