



Addendum attached hereto and
incorporated herein for all purposes.

SALES QUOTE

Sales Quote Number: SQ-51701
Sales Quote Date: 02/24/21
Page: 1

206-378-6266
888-358-NANO

Customer:	C06526
University of North Texas Brian McFarlin 1921 West Chestnut Street PEB Room 209 Denton, TX 76203 United States of America	

WIRE INSTRUCTIONS:

Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054
Acct: 3302310135 Bank Routing: 121140399 SWIFT Code: SVBKUS6S
DUNS 143888712

Ship To:
University of North Texas Brian McFarlin 1921 West Chestnut Street PEB Room 209 Denton, TX 76203 United States of America

Payment Terms: Net 30 Days
Cust. VAT No.:

Account Manager: Meredith Davis
+14028025777

All Purchase Orders and Invoices must include a Quote Number
Send PO's to Cust_PO@NANOSTRING.COM or Fax to: 206-378-6288

Item No.	Description	UoM	Qty	List Price	Unit Price	Ext. Price
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999246	Sprint Service Contract 36 Mo. SPRINT-SRVC-36M	EA	1	42,100.00	42,100.00	42,100.00
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The coverage period for this contract is

November 30th, 2020 through November 29th,
2023

SN: 1706P0210

~~This contract agreement requires a full pre-payment of the entire balance~~

Payment per Chapter 2251 of
the Texas Government Code



Sales tax and country-specific VAT, if applicable, and a reasonable shipping and handling fee will be added (if Customer is not paying the shipping fee directly to the carrier and to the extent not already quoted above) to Customer's invoice. All sales of the items quoted herein are subject to the applicable terms and conditions available at <https://www.nanostring.com/legal/terms-sale>. By placing an order for the items quoted herein, Customer accepts and agrees to be bound by such terms and conditions, which are hereby incorporated by reference.

We impose a 2% surcharge on all credit card transactions, which is not greater than our cost of acceptance. Debit cards are not surcharged.

Quote expires: March 31, 2021

Total: USD 42,100.00

SERVICE PLAN TERMS AND CONDITIONS

1. General Terms. These Service Plan Terms and Conditions ~~and attached Standard Addendum to agreement~~ shall govern all orders for purchases from NanoString Technologies, Inc. ("NanoString") of services and parts under a NanoString service plan (a "Service Plan") and other services relating to the Covered Equipment (as defined below), including Maintenance Service (as defined below) and training, and set forth the binding legal agreement (the "Agreement") between NanoString and the customer identified on its order ("Customer"), unless other terms are specifically agreed to by the parties in a written agreement signed by both parties. NanoString's provision of the services hereunder is expressly conditioned upon Customer's acceptance of the terms and conditions contained in this Agreement. By placing an order for the Service Plan hereunder, Customer accepts and agrees to be bound by the terms and conditions in this Agreement. If a purchase order or other form containing terms and conditions is used by Customer, NanoString objects to any such terms and conditions. ~~Any additional or different terms or conditions (pre-printed or otherwise) proposed by Customer will not become part of the Agreement.~~
2. Covered Equipment. "Covered Equipment" under this Agreement shall include the nCounter® FLEX Analysis System, nCounter® Dx Analysis System, nCounter® MAX Analysis System, nCounter® SPRINT Profiler, and GeoMx® Digital Spatial Profiler, in each case as applicable to Customer. User-serviceable parts not covered under this Agreement include, without limitation, o-rings and grease for the Prep Station, and electrode assemblies. In no event shall NanoString be obligated hereunder to service instruments, attachments, components, accessories, features, or devices other than Covered Equipment.
3. Consent Requirements.
 - (a) Customer must receive NanoString's written consent before any instrument, accessory, component, feature, or device is attached to or used in conjunction with the Covered Equipment during the term of this Agreement. NanoString may withdraw this consent at any time if it determines, using its sole discretion, that such attachment or use in conjunction with the Covered Equipment adversely affects NanoString's ability to perform maintenance service hereunder. Upon receipt of Customer's request for such written consent, NanoString shall, at its election take one of the following actions: 1) provide written consent for the use or attachment of said instrument, accessory, component, feature, or device, and, if appropriate, make an additional charge therefor; 2) approve the inclusion of said instrument, accessory, component, feature, or device in the Covered Equipment from the date of such consent and, if appropriate, make an additional charge therefor; or 3) decline to provide consent for the use or attachment of said instrument, accessory, component, feature, or device.
 - (b) Customer is not to make or participate in any modification, adjustment, movement, or repair of the Covered Equipment without the prior consent of an authorized NanoString representative. NanoString may withdraw this consent at any time if it determines, using its sole discretion, that such modification, adjustment, movement, or repair adversely affects NanoString's ability to perform maintenance service hereunder.
4. Maintenance Service. NanoString will provide Customer with Maintenance Service during the term of the Service Plan. "Maintenance Service" shall include: (a) Remedial Maintenance of malfunctioning Covered Equipment that does not perform within NanoString's published specifications. "Remedial Maintenance" means providing service assistance via telephone, at a NanoString service center, or by an on-site visit by a NanoString technical representative, at NanoString's sole discretion, to resolve Covered Equipment malfunctions. Such maintenance shall be furnished on an on-call basis within four (4) Regular Business Days after an authorized NanoString representative receives notice of malfunctioning from Customer; (b) a minimum of one (1) "Preventative Maintenance" which includes use of procedures during which NanoString service engineers will inspect the defective parts and correct if applicable; update software if applicable; and clean, lubricate, adjust, and exercise the Covered Equipment in all of its operational modes to ensure continuing optimum performance. This subparagraph (b) does not apply to instruments without an existing NanoString service agreement; (c) installation of such engineering changes or software bug fixes in Covered Equipment as NanoString, in its sole discretion, shall deem appropriate or which are required by regulatory authorities; and (d) except as provided herein, replacement of parts deemed appropriate, in NanoString's sole discretion, for preventive or remedial maintenance furnished under this Agreement.

5. Covered Location. Except as otherwise provided herein, on-site Maintenance Service shall be furnished under this Agreement only at the site where the Covered Equipment was originally installed by NanoString ("Covered Location"). The place of service for all mail-in maintenance service is the NanoString corporate address.
6. Removal of Covered Equipment. NanoString may temporarily remove from a Covered Location any Covered Equipment or part thereof for repair if NanoString, in its sole discretion, deems such removal appropriate to provide Maintenance Service. NanoString may provide Customer with temporary use of equipment to replace any Covered Equipment removed from a Covered Location on an "as available" basis, if requested to do so by Customer.
7. Provision of Services. Services are provided during normal working hours (Monday through Friday 8:00 AM to 5:00 PM, excluding holidays). Telephone support hours are 8:00 AM to 5:00 PM Pacific Standard Time, excluding U.S. holidays. Planned maintenance ("Planned Maintenance") will be performed in accordance with NanoString's Planned Maintenance procedures and checklist for the Covered Equipment being serviced. NanoString may require recertification of Covered Equipment on a time and materials basis as a condition to performing services if the Covered Equipment has not been under warranty or a service plan immediately prior to the time of service.
8. Replacement Parts. The decision to repair or replace any parts of the Covered Equipment will be made by NanoString on the basis of which approach will provide Customer with the best service. Parts and components replaced or otherwise utilized in the repair of the Covered Equipment may be either new or refurbished at the discretion of NanoString. NanoString warrants that Replacement Parts will conform to their specifications for a period of 90 days from the date the Replacement Parts are installed. Replacement Parts do not extend the warranty for the underlying instrument.
9. Scheduling. NanoString will use reasonable efforts under the circumstances to provide services as quickly as possible. The service will be scheduled at a time mutually agreed upon by NanoString and Customer.
10. NanoString Warranty; Disclaimer. NanoString warrants that it will provide its services at least in accordance with generally accepted standards prevailing in the instrument repair industry, or instrument training industry with respect to training services, at the time and place performed. Warranty claims must be made within ninety (90) days after services are performed. NANOSTRING MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. NANOSTRING'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT NANOSTRING'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.
11. Plan Coverage.
 - (a) Service Plans do not cover replacement of parts, costs, repairs, or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by NanoString, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the Covered Equipment system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products not supplied or authorized by NanoString; or modification, repair, service transfer to another location of the Covered Equipment made by Customer, Customer's employees, agent, or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers, or other unauthorized interactions with Covered Equipment or software that detrimentally affects normal operations. Service Plans also do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic, or other dangerous materials or substances.
 - (b) Service Plans do not cover costs, repairs, or adjustments made necessary by connection of the Covered Equipment to electrical services or other utilities not in accordance with the installation requirements for the Covered Equipment or by any interruption or surge in voltage (see Instruction Manual for specifications).

12. Payment. Payment terms are net 30 days from date of NanoString's invoice to Customer. If payment is not received by the due date, NanoString may assess and Customer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If NanoString retains a collection agency and/or attorney to collect unpaid amounts, NanoString may invoice Customer for, and Customer will pay, all costs of collection, including without limitation reasonable attorneys' fees.
13. Term and Termination of Service Plans.
- (a) NanoString may accept or reject at its discretion a purchase order for Maintenance Service or a Service Plan. Unless otherwise expressly stated by NanoString in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by NanoString in its quotation or otherwise specified to Customer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that NanoString may terminate a Service Plan immediately in the event that the Covered Equipment is transferred to another location. NanoString will cease Service under this Agreement and underlying Service Plan on the Termination Date unless Customer specifies a separate, earlier date in writing ("Cessation Date"). In that event, NanoString will cease providing Service under this Agreement and the underlying Service Plan on such Cessation Date.
 - (b) In the event of termination of a Service Plan under Section 13, if the termination is by Customer, NanoString shall calculate at its sole discretion the total price of service actually performed and expenses actually and reasonably incurred in servicing the Covered Equipment under the underlying Service Plan from its effective date until the Termination Date. Customer's total payment obligation to NanoString under this Agreement shall equal (1) the amount so calculated or (2) the prorated price of the underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Service Plan, not to exceed the total amount paid. Any payments made by Customer to NanoString in excess of this amount shall be credited to Customer's account within thirty (30) days after the Termination Date toward future purchases of NanoString instruments, consumables, or Service Plans. Any unpaid portion of this amount shall be immediately due upon Customer's receipt of an invoice from NanoString. If the termination is by NanoString, other than for cause, NanoString will credit Customer with or refund to Customer one hundred percent (100%) of the fee paid by Customer for the underlying Service Plan, provided that if the underlying Service Plan is for a period of more than one year, NanoString will refund to Customer the amount paid by Customer for all periods after the most recent anniversary date of the Service Plan. If a Service Plan is terminated early in connection with the trade in of used NanoString Covered Equipment for new NanoString Covered Equipment, the credit may be applied toward purchase of a Service Plan for the new Covered Equipment. Contact your NanoString service representative for details. No cash refunds will be made on account of the early termination of any Service Plan or other agreement for services.
14. Indemnification. NanoString will indemnify and hold Customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, to the extent caused by the negligent acts or negligent omissions of NanoString personnel while they are on Customer's premises performing services under a Service Plan, provided NanoString is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.
15. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL NANOSTRING BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR FAILURE TO PERFORM SERVICES OR OTHERWISE, EVEN IF NANOSTRING IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL NANOSTRING BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF COVERED EQUIPMENT OR PRODUCT ERROR OR THE FAILURE OF THE COVERED EQUIPMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS

SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER NANOSTRING'S INDEMNITY SET FORTH IN SECTION 14, NANOSTRING'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SERVICE AGREEMENT AND ANY UNDERLYING SERVICE PLAN, INCLUDING WITHOUT LIMITATION SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO NANOSTRING FOR THE UNDERLYING SERVICE PLAN.

16. Non-Covered Equipment. Use of any non-NanoString parts or reagents that are reasonably determined by NanoString to have caused instrument failure or malfunction will require remedial repairs of the affected parts to be completed outside a Service Plan at NanoString's then prevailing rates for billable service.
17. Compliance with Laws. NanoString makes no representation whatsoever that services provided by NanoString satisfy or will satisfy any requirements of any governmental body or other organization, including, but not limited to, any requirement of the United States Food and Drug Administration or the International Organization for Standardization. Customer agrees that it is Customer's responsibility to ensure that such services are adequate to meet its regulation/certification requirements and that all requirements of any governmental body or other organization, including, but not limited to any requirement of the United States Food and Drug Administration or the International Organization for Standardization are the responsibility of Customer.
18. Assignment. Neither this Agreement nor any Service Plan is assignable or otherwise transferable by customer. Any assignment or transfer or attempt to assign or to transfer by Customer shall be void.
19. Customer Warranty. NanoString may require a completed Certificate of Decontamination, or transfer of Covered Equipment to a suitable safe and secure location reasonably determined by NanoString, as a condition to providing Maintenance Services for Covered Equipment. Customer ~~warrants~~ **agrees** that any Covered Equipment or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials.
20. Relocation. Service Plans do not include Customer training or services related to the relocation of Covered Equipment unless otherwise specifically stated in writing by NanoString in any particular case.
21. Force Majeure. Neither party shall be liable for delays in performance or nonperformance in whole or in part, or for loss, injury, delay, expenses, damages, or other casualty suffered or incurred on account of or due to, any causes that are beyond its reasonable control, such as, without limiting the generality of the foregoing, acts of God, fires, strikes, trade disputes, riots, embargos, earthquakes, storms, acts of the government, power losses or shortages, or inability to obtain parts or supplies, provided that the foregoing shall not apply to any obligation to pay money due.
22. Entire Agreement. These Service Agreement Terms and Conditions, together with NanoString's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and NanoString's description of the services provided under the Service Plan purchased by Customer **and attached Standard Addendum to agreement**, represent the entire agreement between the parties with respect to the subject matter herein and supersede and entirely replace (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed, standard, or other terms (except for the statement of Services or Service Plan selected and, if accurate, price) set forth in Customer's purchase order (if accepted by NanoString) or any other document not signed by an authorized representative of NanoString and agreed to by NanoString, which are hereby rejected and shall be void. Except as otherwise provided in these terms, in the event of an inconsistency between these terms and the terms appearing on NanoString's quotation or other agreement signed by an authorized representative of NanoString, the terms appearing on NanoString's quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these terms, and all other provisions of these terms shall remain in full force and effect.
23. Amendment; Governing Law. No amendment of these terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both NanoString and Customer. A party's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these terms for any other purpose. If any provision of these terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed

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without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. Nothing in this Agreement shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise by NanoString, or to limit NanoString's rights to enforce its patent or other intellectual property rights. No additions or modifications to this Agreement shall be valid unless specifically agreed to in writing by both parties. This Agreement and any underlying Service Plan shall be governed by the laws of the State of Washington, exclusive of its conflict of laws rules.

24. Paragraph Headings. The paragraph headings herein have been inserted for the convenience of Customer and NanoString and shall not be considered in any questions of interpretation or construction of this Agreement.

SERVICE PLAN TERMS AND CONDITIONS

1. General Terms. These Service Plan Terms and Conditions shall govern all orders for purchases from NanoString Technologies, Inc. ("NanoString") of services and parts under a NanoString service plan (a "Service Plan") and other services relating to the Covered Equipment (as defined below), including Maintenance Service (as defined below) and training, and set forth the binding legal agreement (the "Agreement") between NanoString and the customer identified on its order ("Customer"), unless other terms are specifically agreed to by the parties in a written agreement signed by both parties. NanoString's provision of the services hereunder is expressly conditioned upon Customer's acceptance of the terms and conditions contained in this Agreement. By placing an order for the Service Plan hereunder, Customer accepts and agrees to be bound by the terms and conditions in this Agreement. If a purchase order or other form containing terms and conditions is used by Customer, NanoString objects to any such terms and conditions. Any additional or different terms or conditions (pre-printed or otherwise) proposed by Customer will not become part of the Agreement.
2. Covered Equipment. "Covered Equipment" under this Agreement shall include the nCounter® FLEX Analysis System, nCounter® Dx Analysis System, nCounter® MAX Analysis System, nCounter® SPRINT Profiler, and GeoMx® Digital Spatial Profiler, in each case as applicable to Customer. User-serviceable parts not covered under this Agreement include, without limitation, o-rings and grease for the Prep Station, and electrode assemblies. In no event shall NanoString be obligated hereunder to service instruments, attachments, components, accessories, features, or devices other than Covered Equipment.
3. Consent Requirements.
 - (a) Customer must receive NanoString's written consent before any instrument, accessory, component, feature, or device is attached to or used in conjunction with the Covered Equipment during the term of this Agreement. NanoString may withdraw this consent at any time if it determines, using its sole discretion, that such attachment or use in conjunction with the Covered Equipment adversely affects NanoString's ability to perform maintenance service hereunder. Upon receipt of Customer's request for such written consent, NanoString shall, at its election take one of the following actions: 1) provide written consent for the use or attachment of said instrument, accessory, component, feature, or device, and, if appropriate, make an additional charge therefor; 2) approve the inclusion of said instrument, accessory, component, feature, or device in the Covered Equipment from the date of such consent and, if appropriate, make an additional charge therefor; or 3) decline to provide consent for the use or attachment of said instrument, accessory, component, feature, or device.
 - (b) Customer is not to make or participate in any modification, adjustment, movement, or repair of the Covered Equipment without the prior consent of an authorized NanoString representative. NanoString may withdraw this consent at any time if it determines, using its sole discretion, that such modification, adjustment, movement, or repair adversely affects NanoString's ability to perform maintenance service hereunder.
4. Maintenance Service. NanoString will provide Customer with Maintenance Service during the term of the Service Plan. "Maintenance Service" shall include: (a) Remedial Maintenance of malfunctioning Covered Equipment that does not perform within NanoString's published specifications. "Remedial Maintenance" means providing service assistance via telephone, at a NanoString service center, or by an on-site visit by a NanoString technical representative, at NanoString's sole discretion, to resolve Covered Equipment malfunctions. Such maintenance shall be furnished on an on-call basis within four (4) Regular Business Days after an authorized NanoString representative receives notice of malfunctioning from Customer; (b) a minimum of one (1) "Preventative Maintenance" which includes use of procedures during which NanoString service engineers will inspect the defective parts and correct if applicable; update software if applicable; and clean, lubricate, adjust, and exercise the Covered Equipment in all of its operational modes to ensure continuing optimum performance. This subparagraph (b) does not apply to instruments without an existing NanoString service agreement; (c) installation of such engineering changes or software bug fixes in Covered Equipment as NanoString, in its sole discretion, shall deem appropriate or which are required by regulatory authorities; and (d) except as provided herein, replacement of parts deemed appropriate, in NanoString's sole discretion, for preventive or remedial maintenance furnished under this Agreement.

5. Covered Location. Except as otherwise provided herein, on-site Maintenance Service shall be furnished under this Agreement only at the site where the Covered Equipment was originally installed by NanoString ("Covered Location"). The place of service for all mail-in maintenance service is the NanoString corporate address.
6. Removal of Covered Equipment. NanoString may temporarily remove from a Covered Location any Covered Equipment or part thereof for repair if NanoString, in its sole discretion, deems such removal appropriate to provide Maintenance Service. NanoString may provide Customer with temporary use of equipment to replace any Covered Equipment removed from a Covered Location on an "as available" basis, if requested to do so by Customer.
7. Provision of Services. Services are provided during normal working hours (Monday through Friday 8:00 AM to 5:00 PM, excluding holidays). Telephone support hours are 8:00 AM to 5:00 PM Pacific Standard Time, excluding U.S. holidays. Planned maintenance ("Planned Maintenance") will be performed in accordance with NanoString's Planned Maintenance procedures and checklist for the Covered Equipment being serviced. NanoString may require recertification of Covered Equipment on a time and materials basis as a condition to performing services if the Covered Equipment has not been under warranty or a service plan immediately prior to the time of service.
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9. Scheduling. NanoString will use reasonable efforts under the circumstances to provide services as quickly as possible. The service will be scheduled at a time mutually agreed upon by NanoString and Customer.
10. NanoString Warranty; Disclaimer. NanoString warrants that it will provide its services at least in accordance with generally accepted standards prevailing in the instrument repair industry, or instrument training industry with respect to training services, at the time and place performed. Warranty claims must be made within ninety (90) days after services are performed. NANOSTRING MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. NANOSTRING'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS RE-PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES AT NANOSTRING'S OPTION. THESE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.
11. Plan Coverage.
 - (a) Service Plans do not cover replacement of parts, costs, repairs, or adjustments for defects resulting from or necessitated by acts of nature, damage not caused by NanoString, accident, neglect, carelessness, misuse, including without limitation: operation with incompatible solvents or samples in the system; operation outside of the environmental or use specifications or not in conformance with the instructions for the Covered Equipment system, software, or accessories; improper or inadequate maintenance by the user; installation of software or interfacing, or use in combination with software or products not supplied or authorized by NanoString; or modification, repair, service transfer to another location of the Covered Equipment made by Customer, Customer's employees, agent, or an unauthorized contractor, or intrusive activity, including without limitation computer viruses, hackers, or other unauthorized interactions with Covered Equipment or software that detrimentally affects normal operations. Service Plans also do not cover repair or replacement of parts that are radioactive or contaminated with biological, toxic, or other dangerous materials or substances.
 - (b) Service Plans do not cover costs, repairs, or adjustments made necessary by connection of the Covered Equipment to electrical services or other utilities not in accordance with the installation requirements for the Covered Equipment or by any interruption or surge in voltage (see Instruction Manual for specifications).

12. Payment. Payment terms are net 30 days from date of NanoString's invoice to Customer. If payment is not received by the due date, NanoString may assess and Customer agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate, whichever is less, of the amount due from the due date to the date of payment. If NanoString retains a collection agency and/or attorney to collect unpaid amounts, NanoString may invoice Customer for, and Customer will pay, all costs of collection, including without limitation reasonable attorneys' fees.
13. Term and Termination of Service Plans.
- (a) NanoString may accept or reject at its discretion a purchase order for Maintenance Service or a Service Plan. Unless otherwise expressly stated by NanoString in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by NanoString in its quotation or otherwise specified to Customer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. Termination will be effective thirty (30) days after the receipt of such notice, or at a later date if one is so specified in the notice ("Termination Date"). Termination cannot be made effective prior to thirty (30) days after notice is received, provided, however, that NanoString may terminate a Service Plan immediately in the event that the Covered Equipment is transferred to another location. NanoString will cease Service under this Agreement and underlying Service Plan on the Termination Date unless Customer specifies a separate, earlier date in writing ("Cessation Date"). In that event, NanoString will cease providing Service under this Agreement and the underlying Service Plan on such Cessation Date.
 - (b) In the event of termination of a Service Plan under Section 13, if the termination is by Customer, NanoString shall calculate at its sole discretion the total price of service actually performed and expenses actually and reasonably incurred in servicing the Covered Equipment under the underlying Service Plan from its effective date until the Termination Date. Customer's total payment obligation to NanoString under this Agreement shall equal (1) the amount so calculated or (2) the prorated price of the underlying Service Plan from its effective date until the Termination Date, whichever is greater, plus fifteen percent (15%) of the total fee paid for the underlying Service Plan, not to exceed the total amount paid. Any payments made by Customer to NanoString in excess of this amount shall be credited to Customer's account within thirty (30) days after the Termination Date toward future purchases of NanoString instruments, consumables, or Service Plans. Any unpaid portion of this amount shall be immediately due upon Customer's receipt of an invoice from NanoString. If the termination is by NanoString, other than for cause, NanoString will credit Customer with or refund to Customer one hundred percent (100%) of the fee paid by Customer for the underlying Service Plan, provided that if the underlying Service Plan is for a period of more than one year, NanoString will refund to Customer the amount paid by Customer for all periods after the most recent anniversary date of the Service Plan. If a Service Plan is terminated early in connection with the trade in of used NanoString Covered Equipment for new NanoString Covered Equipment, the credit may be applied toward purchase of a Service Plan for the new Covered Equipment. Contact your NanoString service representative for details. No cash refunds will be made on account of the early termination of any Service Plan or other agreement for services.
14. Indemnification. NanoString will indemnify and hold Customer harmless from and against any and all claims for injury or death of persons, or damage to tangible property, to the extent caused by the negligent acts or negligent omissions of NanoString personnel while they are on Customer's premises performing services under a Service Plan, provided NanoString is given prompt notice of any such claim and the opportunity to control the defense and settlement of same.
15. Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL NANOSTRING BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, TORT, WARRANTY, OR UNDER ANY STATUTE OR ON ANY OTHER BASIS, FOR SPECIAL, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR FAILURE TO PERFORM SERVICES OR OTHERWISE, EVEN IF NANOSTRING IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; AND IN NO EVENT SHALL NANOSTRING BE LIABLE FOR ANY LOSS OR INJURY THAT IS THE RESULT OF COVERED EQUIPMENT OR PRODUCT ERROR OR THE FAILURE OF THE COVERED EQUIPMENT OR OTHER PRODUCT TO PERFORM IN ACCORDANCE WITH ITS

SPECIFICATIONS. WITHOUT LIMITING THE FOREGOING, EXCEPT SOLELY FOR ANY PAYMENTS MADE UNDER NANOSTRING'S INDEMNITY SET FORTH IN SECTION 14, NANOSTRING'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SERVICE AGREEMENT AND ANY UNDERLYING SERVICE PLAN, INCLUDING WITHOUT LIMITATION SERVICES RENDERED THEREUNDER, OR BREACH THEREOF OR FAILURE TO PERFORM IN CONTRACT, TORT, WARRANTY, OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO NANOSTRING FOR THE UNDERLYING SERVICE PLAN.

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18. Assignment. Neither this Agreement nor any Service Plan is assignable or otherwise transferable by customer. Any assignment or transfer or attempt to assign or to transfer by Customer shall be void.
19. Customer Warranty. NanoString may require a completed Certificate of Decontamination, or transfer of Covered Equipment to a suitable safe and secure location reasonably determined by NanoString, as a condition to providing Maintenance Services for Covered Equipment. Customer ~~warrants~~ **agrees** that any Covered Equipment or component to be serviced will be fully decontaminated of radioactive, biological, toxic or other dangerous materials or substances prior to servicing so that the service technician will not be exposed to any such materials.
20. Relocation. Service Plans do not include Customer training or services related to the relocation of Covered Equipment unless otherwise specifically stated in writing by NanoString in any particular case.
21. Force Majeure. Neither party shall be liable for delays in performance or nonperformance in whole or in part, or for loss, injury, delay, expenses, damages, or other casualty suffered or incurred on account of or due to, any causes that are beyond its reasonable control, such as, without limiting the generality of the foregoing, acts of God, fires, strikes, trade disputes, riots, embargos, earthquakes, storms, acts of the government, power losses or shortages, or inability to obtain parts or supplies, provided that the foregoing shall not apply to any obligation to pay money due.
22. Entire Agreement. These Service Agreement Terms and Conditions, together with NanoString's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and NanoString's description of the services provided under the Service Plan purchased by Customer **and attached Standard Addendum to agreement**, represent the entire agreement between the parties with respect to the subject matter herein and supersede and entirely replace (i) any previous agreements between the parties with respect to the subject matter herein and (ii) any pre-printed, standard, or other terms (except for the statement of Services or Service Plan selected and, if accurate, price) set forth in Customer's purchase order (if accepted by NanoString) or any other document not signed by an authorized representative of NanoString and agreed to by NanoString, which are hereby rejected and shall be void. Except as otherwise provided in these terms, in the event of an inconsistency between these terms and the terms appearing on NanoString's quotation or other agreement signed by an authorized representative of NanoString, the terms appearing on NanoString's quotation or such other agreement shall supersede and take precedence over the inconsistent provision(s) of these terms, and all other provisions of these terms shall remain in full force and effect.
23. Amendment; Governing Law. No amendment of these terms or modification thereof shall be binding unless in writing and signed by a duly authorized representative of both NanoString and Customer. A party's failure to exercise any rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights or any other rights hereunder. Headings are included herein for convenience of reference only and shall not constitute a part of these terms for any other purpose. If any provision of these terms shall be held to be invalid or unenforceable for any reason, such provisions shall, to the extent of such invalidity or enforceability, be severed

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without in any way affecting the remainder of such provision or any other provision thereof, all of which shall continue in full force and effect. Nothing in this Agreement shall be deemed or construed as a license or grant of any intellectual property rights, whether express, implied, by estoppel or otherwise by NanoString, or to limit NanoString's rights to enforce its patent or other intellectual property rights. No additions or modifications to this Agreement shall be valid unless specifically agreed to in writing by both parties. This Agreement and any underlying Service Plan shall be governed by the laws of the State of Washington, exclusive of its conflict of laws rules.

24. Paragraph Headings. The paragraph headings herein have been inserted for the convenience of Customer and NanoString and shall not be considered in any questions of interpretation or construction of this Agreement.

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.

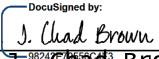
Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subject J, Chapter 552, Texas Government Code, may apply 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.

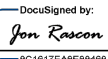
Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

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: NanoString _____

By:  _____
Name: J. Chad Brown _____
Title: Sr VP, Sales and Marketing _____
Date: 3/19/2021 _____

UNIVERSITY OF NORTH TEXAS

By:  _____
Director of Purchasing
Date: 3/19/2021 _____