

Addendum attached hereto and
incorporated herein for all purposes.

TCM Contract # 2021-520

Requested By: Susan Hill

Issued At: 7/12/2021 9:26 AM



**PHYSICAL
ELECTRONICS**
A DIVISION OF ULVAC-PHI

Physical Electronics USA
18725 Lake Drive East
Chanhassen, MN 55317

SERVICE CONTRACT QUOTE

Contract Information

Contract #: UNOTX02201_1
P.O. # 243391

Coverage Information

Type: Standard
Payment Freq: 1 Years
Effective Dates: 9/1/2021 - 8/31/2022

Site Information

UNOTX02
System: VersaProbe_II_Hybrid
Address: UNIVERSITY OF NORTH TEXAS
DISCOVERY PARK
3940 N ELM ST STE E178
Denton Texas 76205
USA
Attention:
Phone:

Comment: Please send PO to: [REDACTED]

Adjustments

Description	Amount
1 EM used previous year	1,687.90

Equipment Total: 33,758.00 USD
Adjustment Total: 1,687.90 USD
Grand Total: 32,070.10 USD

Equipment Covered

Description	Serial No.	Tag No.
ASSY-XTAL HEATER CONTROL	685F	
MAGNETIC TRANSFER ROD-23 INCH	UNOTX02	
GAUGE CNTRLR-GP,350-CE,,(CHAMBER)	UNOTX02	
ASSY-TSP CTRL,PHI VER,SIDE OUT	UNOTX02	
DCU001 CONTROL ONLY	UNOTX02	
VASSY MOD FIG-5CE ION SOURCE	UNOTX02	
DRIVE-ELEC,PFEIFFER,TCP350,CE	72113196	
METER-PICOAM,AUTORANGE	1152891	
MOD 03-200 LIGHT SOURCE	N27552253	
MOD 11-425,E BEAM PWR SPLY, 110 VAC	N176516-02	



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Equipment Covered

Description	Serial No.	Tag No.
MOD 11-066 ION SOURCE CTRL,QUAD	491?	
CHAMBER VERSAPROBE, SUS	UNOTX02	
ASSY-SHUTTER,LENS,36-500	UNOTX02	
ASSY-LENS CONTROL,VERSA	0022-0711A	
ASSY-LENS/ANALYZER,VERSA	UNOTX02	
PUMP-ROT V,GLD-201B,1PHA	1242343	
PUMP-ROT V,GLD-201B,1PHA	1542467	
ASSY-ION PUMP,240L/S,D-I,SC,TS	16970	
MOD 50-010 SYS PWR DISTRIBUTION	13B	
MOD 50-011 SYSTEM POWER CNTRL,	16A	
QASSY, XRAY SOURCE, VERSAPROBE	UNOTX02	
CONV-USB SERIAL COMM D9M/8P	V54039470	
PKG-HIS13	UNOTX02	
HYDRAULIC LIFTER,FXS-VERSA		TMP1000267633840312191091960
MOD 15-5000 MTR STAGE,;45/-45D	UNOTX02	
Camera-CCD, Color USB, DF-41BU02	UNOTX02	
PUMP-DIAPHRAM,MVP-040,PFEIFFER	2739466511	
PUMP-TURBO,HIPACE 80 W/TC110	14738999	
KIT-CAPTURE,USB,ROHS		TMP1000267634273305627382772
KIT-UPDT,TURBN-PUMP,16-050A		TMP1000267633392739096804734
DIGITEL MPC-500MA,W/TSP OPT	301968401	
ASSY-OVEN/PNEU CTRL,SEMI/CE 700	UNOTX02	
ASSY-TERMINATOR,SCA,VP2	w4-08hn2grb[p80ij	
HUB-USB 2.0,7 PORT, POWERED	UNOTX02	
Assembly System Vacuum Control	UNOTX02	
MOD 38-100, XPS DATA AC	UNOTX02	
ASSY-AMP/DISCRIMINATOR, 16CH, ROHS	UNOTX02	
MOD 80A BIAS POWER SUPPLY,ROHS	UNOTX02	
ASSY,MOD 20-375,ROHS,TESTED	UNOTX02	
20-450, GAUZE LENS CNTL, QUAD, CE	UNOTX02	
ASSY-STAGE CTRL,MODEL 921, TES	025revL	
ASSY CARD RACK, PWR SPLY,ROHS	UNOTX02	
ASSY-NEUTRALIZER,VERSA (TANT)	137	



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Equipment Covered

Description	Serial No.	Tag No.
ASSY-E-NEUTRALIZER,MODEL 742,	80	
OPTION - HYDRAULIC LIFTER TOOL	UNOTX02	
OPTION - OMICRON UV SOURCE	UNOTX02	
OMICRON VUV DIGI POWER SPPLY	86800000120110	
KIT-UPGRADE,BASE VP TO VP11	SYS_PHI5000#16	BASE SYSTEM
24 VOLT PFEIFFER PUMP SUPPLY	UNOTX02	
24 VOLT PFEIFFER PUMP SUPPLY	UNOTX02	
ASSY-MONOCHROMETER,200M,36-500	17A	

Equipment Not Covered

Description	Serial No.	Tag No.
PUMP-TURBO,TMU071, ONLY	14165344	
CAMERA-EOS KISS X3 BODY ONLY	UNOTX02	
MONITOR-HP 19"	CNN7241TZF	
PUMP-TURBO,TMU071, ONLY	13414962	
ASSY-IONIZER,MOD 06-350,Q2K	32422	
CMPTR,HP-C,DC7700CMT,ENGLISH	MXL7130Q2H	
PUMP-DIAPHRAM,MVP-035,PFEIFFER	UNOTX02	

- * Average On-site response time within 5 working days
- * No-cost Technical telephone support
- * Coverage hours: Monday - Friday, 8:00 a.m. - 5:00 p.m., excluding 10 PHI USA recognized holidays & 2 in-house meeting days
- * 1 scheduled preventative maintenance service visit
- * Up to six on-site emergency service/trouble shooting visits
- * All defective parts coverage, excluding consumables
- * Labor for the repair of optics covered, excludes consumables
- * No-cost exchange or loaner equipment included, if available. (See #13 Replacement of Defective Parts in the T&Cs provided for new terms).
- * 30% discount on labor for additional FSE visits with an average 5 day response time
- * No Software upgrade coverage
- * Use of remote diagnostics program (ReACH) - 2% DISCOUNT IF PHI CAN USE REACH ON SYSTEM WITH IT APPROVAL

DISCLAIMER: Any computers or peripherals running Windows XP, or Windows NT operating system are not covered by the Service Contract, regardless of whether it is listed under the covered items.

PHI ANNUAL SERVICE CONTRACT – STANDARD SERVICE**SERVICE CONTRACT NO. UNOTX02211****CUSTOMER: UNIVERSITY OF NORTH TEXAS****EFFECTIVE DATE: 09/01/21****EXPIRES: 08/31/22**

This SERVICE CONTRACT, dated as of the Effective Date specified above, is by and between Physical Electronics, Inc. (**PHI**) and the PHI customer specified above (**Customer**).

1. Engagement. Customer hereby engages PHI to provide certain services with respect to certain Covered Products (defined below) in accordance with the terms of this Contract (defined below). Capitalized terms used herein shall have the meanings assigned thereto in Section 18 hereof.

2. Coverage. This Contract shall apply only to Covered Products. Except as provided in Section 14, Addendum(s) may be amended or supplemented only upon the written approval of PHI and Customer.

3. Contract Eligibility. A Product will be eligible to be a Covered Product if the effective date of the contract immediately follows the expiration date of either (a) the original purchase warranty or (b) an immediately prior service contract covering that Product. In the case of a Product covered by an expired warranty or service contract, the Product will become eligible to be a Covered Product only upon certification by a service Engineer that the instrument is fully functional. The certification of the customer system functionality shall expire thirty (30) days after the Service Engineer's assessment. Customer shall be responsible for any and all expenses incurred in connection with placing the Product in such condition, including without limitation the cost of PHI's labor at PHI's standard rates plus the cost of Parts at PHI's list prices for any Parts required to achieve certification.

4. Term & Termination. This Contract is not valid until signed by an authorized representative of the PHI Service Department and shall terminate on the expiration date stipulated in the heading of this Contract. This Contract is not automatically transferrable to another owner. In the event this instrument is sold by "USER", written consent by an authorized representative of the Physical Electronics Inc. must be obtained before this Contract can be transferred. Either party may terminate this Contract upon thirty (30) days prior written notice if the other party fails to perform any material obligation hereunder, and such failure is not cured within such thirty (30) day period. In the event of contract termination PHI will only refund the value of any full months remaining at time of termination. Partial months remaining will not be refunded.

5. Fees & Payment. Customer shall pay all Fees and other charges hereunder within thirty (30) days after the invoice date. Fees shall be payable annually, semi-annually, quarterly or monthly in advance. Arrears payment option is available on a quarterly or monthly basis for an additional fee as indicated on the attached Addendum(s). The Fee includes travel costs, service time, replacement Parts (as set forth herein), and the expense of transporting the Covered Products or Parts to and from the PHI service center chosen by an authorized PHI service representative. The Fee excludes, and Customer shall be responsible for, all sales, use and like taxes resulting from the services performed hereunder, other than taxes levied on PHI's income. Services not specifically included in the Fee (or "without additional charge") hereunder shall be charged at PHI's standard rates plus expenses.

6. Renewal Stipulation. No less than sixty (60) days prior to the expiration of the initial term or any renewal term, PHI shall notify Customer in writing as to any changes to the Fees or the terms of this Contract that will apply to the next renewal term. PHI, in its sole and absolute discretion, may refuse to renew the Contract when any of the originally Covered Products have been in use for six (6) years or more.

7. Preventative Maintenance Visit. PHI will perform preventative maintenance of the Covered Products during Scheduled Visits. The number of Scheduled Visits permitted hereunder is indicated on the attached Addendum(s). During Scheduled Visits, routine adjustment or calibration will be performed to optimize system performance. Repair or replacement of Parts during such Scheduled Visits will be at the sole discretion of PHI. PHI shall be entitled to replace any Parts with new Parts or remanufactured Parts of substantially equivalent quality. The dates of Scheduled Visits will be selected by PHI after consulting Customer. PHI does not guarantee installation specification performance after customer samples have been introduced into the vacuum chamber. PHI will make all reasonable effort to optimize system performance.

8. Emergency Visits. Customer shall notify PHI if a Covered Product requires service other than during Scheduled Preventative Maintenance Visits by contacting the Customer Care Center at 800-922-4744. PHI shall, at its election, either (a) dispatch a service Engineer within an average of (5) working days to make appropriate repairs, after determining that the system is inoperable and an Emergency Visit is required or (b) repair the equipment via a third party vendor, by either dispatching an OEM Technician to the Customer's site, or sending the Part to the third party vendor for repair. The number of Emergency Visits permitted hereunder is indicated on the attached Addendum(s). Emergency Visits beyond those indicated in the Addendum(s) will be given a 30% discount off PHI's standard paid service labor rate. The Customer is responsible for expenses, i.e. airfare, per diem, consumable parts and transportation time.

9. Discounts. If no Emergency Visits are made during any one-year term of this Contract, the Fee for the next renewal of this Contract will be decreased by ten percent (10%) of the next published renewal Fee. If one (1) Emergency Visit is made during any one-year term of this Contract, the Fee for a renewal of this Contract will be decreased by five percent (5%) of the next published renewal Fee. If two or more Emergency Visits are made during any one-year term of this Contract, no discount off of the next published renewal Fee will be available upon renewal.

10. Factory Service. If a Covered Product requires service that does not require an on-site field service visit, PHI will require such equipment to be sent to a designated service center for repair according to PHI's instructions. If suitable loaner equipment is available, PHI will use reasonable commercial efforts to promptly dispatch such equipment to Customer for use while repairs are being made. Within five (5) business days after Customer's receipt of repaired equipment, Customer must return loaner equipment to PHI. PHI's standard loan charges will be assessed for each additional day that the loaner equipment remains unreturned. Labor for the repair of optics is covered under the terms of this Contract, excluding consumables.

11. Software Upgrades. PHI shall distribute to Customer during the term of this Contract all available updates to PHI Software to include bug fixes and revisions, and updates provided to PHI by third party software vendors without additional charge. New PHI Software versions and upgrades that add new or improved (not merely corrected) functions, and computer software updates offered by third party software vendors for a fee, will be provided as available at additional charge.

12. Service Center. During the term of this Contract, the two designated contacts of Customer set forth on Schedule 1 attached hereto (**Designated Contacts**) shall be entitled to call the PHI service center with problems encountered in connection with Covered Products. PHI's normal hours of operation are 8:00 a.m. to 5:00 p.m. Central time, Monday to Friday. PHI shall not be responsible for responding to inquiries from Customer personnel other than the Designated Contacts. Customer shall be entitled to change the Designated Contacts upon at least ten (10) days prior written notice to PHI.

13. Replacement of Defective Parts. PHI will replace all defective Parts, other than Consumable items, without additional charge to Customer for either Parts or labor. PHI shall be entitled to replace any defective Parts with new Parts or remanufactured Parts of substantially equivalent quality. Within five (5) business days after Customer's receipt of repaired equipment, Customer must return loaner equipment to PHI. PHI's standard loan charges will be assessed for each additional day that the loaner equipment remains unreturned. Consumable items, including without limitation electron multipliers, filaments, grids, ceramics, and the like, will be repaired or replaced as deemed necessary. Customer will be charged PHI's list price for such Consumable items. Customers are responsible for purchasing consumable parts required to maintain items like pumps. If failing to replace consumable parts, in items like pumps, results in a failure of the pump, it will not be covered by the Service Contract, and the pump must be replaced at the customer's expense.

14. Obsolescence. PHI has limited control over the availability of Parts not produced by PHI. If a Covered Product requires repair or replacement of a Part that PHI does not produce and after reasonable commercial efforts by PHI to obtain a repair or replacement of such Part, PHI is unable to do so, PHI is not obligated hereunder for the repair or replacement of such Parts. If an original equipment manufacturer ceases support or maintenance of a Part, PHI, at its discretion, may notify Customer that PHI will no longer support such Part.

15. Exclusions. PHI is not obligated under the terms of this Contract for repair or damage or increases in service time caused in whole or in part by any of the following:

(a) abuse, misuse (accidental or otherwise), or external causes, such as fire, water, explosions or acts of God;

- (b) corrosive atmosphere, line voltage transients or similar environmental problems or problems with other supporting facilities;
- (c) repair or modification of Covered Products not authorized by PHI;
- (d) improper installation or relocation of Covered Products by Customer;
- (e) use of operating supplies not specified by PHI;
- (f) relocation of the Covered Products, or adding or removing accessories, attachments or other devices;
- (g) use of a Covered Product for purposes other than that for which it was designed;
- (h) use of Parts not manufactured by PHI, unless such Parts are listed on attached Addendum(s); or
- (i) products other than Covered Products or obsolete Parts.

16. Provision of Premises by Customer; Indemnity. Customer is responsible for providing suitable premises for service Engineers and OEM Technicians to perform the repair and maintenance services provided hereunder. Customer will maintain its premises in a safe and healthful condition in compliance with all applicable laws, statutes and regulations governing workplace health and safety; to the extent that liability, claims or demands in respect of injuries or damages arise from either (a) breach of this obligation or (b) Customer's negligence or willful misconduct, Customer shall indemnify and hold PHI harmless.

17. Proprietary Items. PHI may store Proprietary Items at Customer's location to facilitate the provision of services. Proprietary Items and all updates and additions thereto shall remain the exclusive property of PHI or its suppliers, as applicable. Customer agrees (a) not to copy Proprietary Items in whole or in part; (b) not to disclose or use Proprietary Items or make Proprietary Items available to any person, except as authorized by PHI; and (c) upon PHI's request or upon termination of this Contract, to surrender all Proprietary Items to PHI.

18. Disclaimer. PHI DISCLAIMS ALL WARRANTIES INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, WITH RESPECT TO SERVICES AND PARTS PROVIDED UNDER THIS CONTRACT. IN NO EVENT SHALL PHI BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY INTERRUPTION OF BUSINESS OR LOSS OF USE, DATA OR PROFITS, HOWEVER CAUSED, AND REGARDLESS OF THE FORM OF ACTION, EVEN IF PHI HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PHI'S TOTAL LIABILITY UNDER THIS CONTRACT SHALL NOT EXCEED THE AMOUNTS PAID TO PHI IN RESPECT OF THE SPECIFIC SERVICES CAUSING THE CLAIM.

19. Definitions. Capitalized terms used herein shall have the meanings set forth below:

Addendum(s) refers to any supplement, annex, exhibit, schedule or appendix attached to the contract for the purpose of specifying the provisions and details of the terms and items covered by the contract.

Contract means this Physical Electronics, Inc. Annual Service Contract and the Addendum(s) attached hereto.

CUSTOMER

By: 
 3C2006F3D4FD41D

Title: 

Date: 8/23/2021

Covered Product means any Product identified in the attached Addendum(s). A Product ceases to be a Covered Product when the Addendum(s) are amended to exclude such Product or when PHI deems the product is obsolete.

Emergency Visit means any (a) visit other than a Scheduled Visit or System Upgrade to Customer's site by a service Engineer or an OEM Technician to repair or troubleshoot any Covered Product or (b) return of any Covered Product or Part to a third-party manufacturer for repair, if third-party charges exceed \$1,000.

Fee means the fees associated with this Contract listed on the attached Addendum(s).

OEM Technician means a service technician identified by the third-party manufacturer of a Part of any Covered Product.

Part means any part, component, accessory or equipment that is sold as part of any Covered Product.

Consumable Parts means any parts that, by their nature, have a limited lifetime and get consumed or worn out as part of normal system operation. This includes but is not limited to such things as filaments, electron multipliers, gaskets, water filters, pump oil, gases etc. PHI reserves the right to determine what parts are considered "consumable". Some parts covered under this Contract may contain consumable parts.

Product means any PHI-manufactured items and third-party manufactured items previously sold or licensed by PHI to Customer.


Proprietary Item means diagnostic and maintenance tools and programs and other hardware and software and related documentation useful for the performance of this Contract.

Scheduled Visit means an on-site visit by a service Engineer or OEM Technician to perform preventative maintenance of any Covered Product, as indicated in the Addendum(s).

Engineer means a service technician, identified by PHI as its authorized representative, for the repair and maintenance of Covered Product(s) at Customer's premises or at a PHI service center.

20. General. This Contract shall be governed by the laws of the State of Minnesota without regard to its conflicts of law rules. Any notice under this Contract shall be deemed properly given if mailed postage prepaid to Customer at the invoice address shown above, or to Physical Electronics USA, Inc., Attn: Service Department, 18725 Lake Drive East, Chanhassen, MN 55317. In the event that any provision of this Contract shall, in whole or in part, be determined to be invalid, unenforceable or void for any reason, such determination shall affect only the portion of such provision determined to be invalid, unenforceable or void, and shall not affect in any way the remainder of such provision or any other provision of this Contract. Customer shall not assign or otherwise transfer this Contract without the prior written consent of PHI, which may be withheld in PHI's sole discretion. This Contract is the complete and exclusive statement of the agreement between the parties and supersedes all prior oral or written communications, purchase orders, agreements and understandings between the parties relating to the subject matter of this Contract.

PHYSICAL ELECTRONICS USA, INC.

By: 
 C369CDA7FD4A47

Title: 

Date: 8/23/2021

SCHEDULE 1
DESIGNATED CONTACTS

Designated Contacts of Customer:

(1) Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
E-Mail: _____

(2) Name: _____
Title: _____
Address: _____

Phone: _____
Fax: _____
E-Mail: _____

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 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 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 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. 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: Physical Electronics USA, INC

By: 
Name: 
Title: 
Date: 8/23/2021

UNIVERSITY OF NORTH TEXAS

By: 
Title: 
Date: 8/23/2021

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.