

**TEST AND MEASUREMENT EQUIPMENT, AVIATION INSTRUMENTS  
AND EQUIPMENT, AIRCRAFT COMPONENTS, MAINTENANCE AND  
REPAIR SERVICES AND UNMANNED SCIENTIFIC VEHICLES**

**General Services Administration  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**



**Agilent Technologies, Inc.**

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Large Business

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GSA Contract Number GS-24F-0806A

FSC Group 66, Part II, FSC Classes 5985, 6625

Contract Period: June 30, 1993 through May 31, 2008

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address, GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

For more information on ordering from Federal supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

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PRODUCT LISTING: <http://www.agilent.com/gsa>

### SPECIAL ITEM NUMBER

602-1 Antennas	
602-5 Amplifiers/MM Wave and Directly Related Components.	
602-7 Standards and Calibrators Instruments	
602-14 Chart Recorders, Data Acquisition and Data Logging Systems	
602-17 Laboratory, Bench and Rack, Power Supplies, Programmable	
627-1 Oscilloscopes and Video Signal Monitors and Analyzers	
627-2 Signal Analyzers	
627-3 RF Communication Monitors, Testers and Analyzers and Global Positioning System	
627-5 Audio Distortion Analyzers	
627-7 Network Analyzers	
627-9 Digital Logic Analyzers and Generators	
627-10 Component Analyzers and Testers	
627-11 PC Board and IC Circuit Testers	
627-12 Telecom Line Testers and Analyzers	
627-13 Datacom Equipment Testers and Analyzer	
627-14 Lightwave Test Instruments	
627-15 Signal Generators and Accessories	
627-17 Signal Generator, Audio and Video	
627-18 Signal Generator, Microwave and Accessories	
627-22 Electronic Counters and Frequency Meters	
627-23 Multi-Meters	
627-27 Line Power & Signal Power Meters and Line Power Consumption Meters	
627-29 Resistance and Conductive Meters and Bridges	
627-30 Reactance and Impedance Meters and Bridges	
627-31 Inductance, Capacitance Meters, Bridges, Accessories	
627-33 Modular Instruments, Mainframes	
627-2000 Equipment Maintenance	
627-2001 Pre-Purchase Calibration	
627-2002 Post-Purchase Calibration	
627-2003 Extended Warranty	
627-2004 Service Agreements	
627-2005 Technical Training and Support	
627-2006 Technical/Application Development Support	

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

### INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

This information pertains to Products and Support and the license of Software by Agilent Technologies, Inc. and its subsidiaries.

#### Definitions

- a) "Applicable Trade Term" means the term defined in Incoterms 2000, agreed by the parties, and documented in the quotation.
- b) "Customer's Personal Data" means Customer's personal data or other personal data in Customer's control, including but not limited to names, telephone numbers and e-mail addresses.
- c) "Delivery" means the date when Agilent places the Product(s) at the Customer's or Customer's representative's disposal at the address agreed to by Agilent in accordance with the Applicable Trade Term.
- d) "Support" means any standard service such as hardware maintenance, calibration and repair; Software updates and maintenance; or education and training. "Custom Support" means Support adapted to meet Customer requirements.
- e) "Exhibits," means attachments that describe or otherwise apply to the sale or license of Products or Support.
- f) "Product(s)" means any hardware sold or Software licensed under this Agreement that are determined by Agilent to be available from Agilent upon receipt of Customer's order. "Custom Products" means Products manufactured or configured to meet Customer requirements.
- g) "Software" means one or more computer programs in object code format, whether stand-alone or bundled with other Products, and related documentation provided to Customer under this Agreement.
- h) "Specifications" means specific technical information about Products, which is published by Agilent in effect on the date Agilent ships Customer's order.

#### 1a. Awarded Special Item Numbers

Refer to table of contents for special item numbers.

#### 1b. Lowest Price Item

Refer to product pages.

#### 2. Maximum Order

- a) The maximum order threshold (MO) for this contract is \$150,000 for the total order. The dollar value for any Special Item Number (SIN) ordered, whether ordered separately or in combination with other Special Item Numbers, is \$150,000.
- b) A delivery order that exceeds the Maximum Order can be placed under the contract in accordance with FAR 8.404.

#### 3. Minimum Order

- a) Orders will not be accepted if their total net value is less than \$100 after subtracting the discount. Product orders must reference this Contract, be issued during the applicable Contract Period, and specify delivery within 180 days from order date.
- b) Customer will specify Ship To addresses within the geographic coverage and delivery area of this contract.

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

c) Customer may cancel orders for Products prior to shipment at no charge. Customer will pay all charges for returning Products to Agilent's shipping location if Product orders are canceled after shipment.

### 4. Geographic Coverage (Delivery Area)

The geographic coverage and delivery area of this contract is the 50 states, the District of Columbia, and Puerto Rico. For other overseas destinations Agilent Technologies will deliver to port of embarkation (FAR 52.247-34).

Overseas activities may place orders directly with Agilent for delivery to OCONUS (outside continental United States) ports or consolidation points which shall be considered the F.O.B. Destination point (FAR 52.247-34) and acceptance points for payment purposes. Overseas shipments shall also be considered accepted for payment purposes when made to F.P.O. and A.P.O. addresses, provided that inspection and acceptance will be at the origin in these overseas shipment situations.

### 5. Points of Production

The points of Production are listed in APPENDIX A.

### 6. Prices and Discounts

a) All products included in contract GS-24F-0806A are listed in Agilent Technologies' website: <http://www.agilent.com/gsa>. Prices shown are net (discount deducted). Models may not be combined for a larger discount.

b) Prices in this contract are based solely on the terms and conditions of this contract. Support prices, except for prepaid and Custom Support may be changed by Agilent upon sixty (60) days written notice.

c) Prices exclude any sales, value added or similar tax which will be payable by Customer in addition to the purchase price if applicable. If exemption from taxes is claimed, Customer must provide a certificate of exemption.

### 7. Quantity Discounts

Refer to product pages.

### 8. Payment Terms

a) Net 30 days in accordance with Prompt Payment Act (31 U.S.C. 3903). Payment is due thirty (30) days from Agilent's invoice date. Invoices for contractual Support will be issued in advance of the Support period. Agilent may change credit or payment terms at any time should Customer's financial condition or previous payment record so warrant.

b) Agilent may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

### 9. Credit Card Orders

Government purchase cards are accepted above or below the micro-purchase threshold either by phone or FAX for amounts up to the maximum limit of the purchase card, in accordance with the terms and

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

conditions of this contract. Reference clause GSAM 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I-MAR 2000) 5

Should any Government agency require written confirmation of Government purchase made using a credit card, it is the Government's responsibility to provide that documentation.

To place a credit card phone order please call: 1-800-829-4444.

To place a credit card order by FAX, please send FAX to: FAX Number: 1-800-829-4433.  
Calls accepted from 6 a.m. to 6 p.m. MST.

E-mail orders: [usa\\_orders@agilent.com](mailto:usa_orders@agilent.com).

### 10. Foreign Items

The Trade Agreement Act applies to this contract. All foreign-manufactured items are eligible products from designated countries as defined in the Trade Agreements Act (FAR 52.225-5).

See APPENDIX A for a list of the foreign manufactured products in this contract.

### 11a. Time of Delivery

From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex systems the delivery time may be up to 120 days. Agilent will make reasonable efforts to meet Customer's Delivery requirements. If Agilent is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

Check with the Agilent's Government Business Center (identified in Item 13) for best delivery.

11b. Expedited Delivery - Not applicable to this contract.

11c. Overnight and 2-day delivery - Not applicable to this contract.

11d. Urgent Requirements - Not applicable to this contract.

### 12. F.O.B. Points

Prices shown are F.O.B. destination for the 50 states, the District of Columbia, and Puerto Rico. Prices for delivery to other overseas destinations are F.O.B. port of embarkation. Orders from foreign locations may be supplied from an Agilent facility outside the United States on a F.O.B. delivered basis.

### 13. Ordering Addresses/Information

Customers in the 50 states, the District of Columbia, and Puerto Rico should place orders directly with Agilent Technologies' Test & Measurement Business Center listed below. This also applies to U.S. Military customers located overseas.

Agilent Technologies  
Test & Measurement  
P.O. Box 4026

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

Englewood, CO 80155-4026  
Phone: 1-800-829-4444  
Facsimile: 1-800-829-4433

Technical support: 1-800-452-4844  
Business hours are 6:00 AM to 6:00 PM Mountain Time

E-mail orders: [usa\\_orders@agilent.com](mailto:usa_orders@agilent.com).

### 14. Payment Addresses

All payments should be sent to one of the following remittance addresses as shown on the invoice:

Agilent Technologies  
4187 Collections Center Drive  
Chicago, IL 60693

Overnight payments can be sent to:  
Bank of America Lockbox Services  
Agilent Technologies, Inc.  
4187 Collections Center Drive  
Chicago, IL 60693

CTX/CCD+ electronic payments may be paid to:  
Bank of America, San Francisco, CA  
ABA 121 000 358  
Beneficiary: Agilent Technologies, Inc.  
Beneficiary Account Number: 12331-31561

### 15. Warranty

- a) Each Product will receive a global warranty. A global warranty includes the standard warranty for the country of purchase. If a Product is moved to another country, the destination country's standard warranty will apply except for on-site warranty where Agilent does not have an applicable Product specific support presence or authorized representative in that country.
- b) Product warranty information is available with Products, on quotations, or upon request. The warranty period begins on acceptance. Customer may receive a different warranty when the Product is purchased as part of a system.
- c) Agilent warrants Agilent hardware Products against defects in materials and workmanship, and further warrants that such Products conform to Specifications.
- d) Agilent warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Agilent. Agilent further warrants that Agilent owned standard Software will substantially conform to Specifications. Agilent does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.
- e) Agilent does not warrant that the operation of Products will be uninterrupted or error free.

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

f) If Agilent receives notice of defects or non-conformance as defined in Sections 7(c) and 7(d) during the warranty period, Agilent will, at its option, repair or replace the affected Product(s). Customer will pay expenses for return of such Product(s). Agilent will pay expenses for shipment of repaired or replacement Product(s). If Agilent is unable, within a reasonable time, to repair or replace the affected Product(s), Customer will be entitled to a refund of the purchase price upon prompt return of the Product(s) to Agilent.

g) Agilent warrants that Agilent Support will be provided in a professional and workmanlike manner. For ninety (90) days from the date of repair, Agilent will replace, at no charge, defective parts used in Agilent's repair of Products.

h) Some newly manufactured Agilent Products may contain and Agilent Support may use remanufactured parts which are equivalent to new in performance.

i) Customer's Product warranty is transferable upon Agilent's receipt of written notification. Such notification must include the serial number, model number and the name, address and location of transferee and the transferee must agree in writing to Agilent's warranty terms.

j) Agilent reserves the right to invalidate Customer's warranty for Products with an on-site warranty, or Products that have been installed by Agilent, in the event Customer relocates such Products. Customer's warranty for such Products may be reinstated provided Agilent verifies, at Customer's expense, that such Products are in good operating condition.

k) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or a third party not authorized by Agilent; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the Specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.

l) THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 16. Shipment, Packaging and Packing & Export Packing Charges

a) Agilent will ship best way prepaid according to Agilent's standard commercial practice. Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

b) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Agilent in accordance with the Applicable Trade Term.

c) Return Shipment for Calibration services: Agilent will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee

d) Agilent products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Agilent sales office in your area for the appropriate price. If special packing or

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.

e) Export packing charges is not included, but available outside the scope of this contract.

### 17. Payment by Government Commercial Purchase Card (MAR 2000) GSAR 552.232-77

a) Definitions.

"Government-wide commercial purchase card" means a uniquely numbered credit card issued by a contractor under GSA's Government-wide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

"Oral order" means an order placed orally either in person or by telephone.

b) The Contractor must accept the Government-wide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.

c) The Contractor and the ordering agency may agree to use the Government-wide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

d) The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased supplies have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty item under other contract requirements, the Contractor must immediately credit a cardholder's account for items returned as defective or faulty.

e) Payments made using the Government-wide commercial purchase card are not eligible for any negotiated prompt payment discount. Payment made using a Government debit card will receive the applicable prompt payment discount.

#### Credit Card Clearing House

For purposes of this contract, the clearinghouse identifies the nationally accepted credit card payment network being used by the Government commercial credit card contractor. (See Federal Supply Schedule IG 615, Government wide Commercial Credit Card Service.) The clearinghouse through which credit card payments will be processed is VISA.

### 18. Terms & Conditions of Rental, Maintenance, Repair and Support

a) Customer may order Support from Agilent's current Support offering as available. Orders for Support are also subject to the Product specific Support terms and the terms indicated on the quotation.

b) To be eligible for a Support agreement, Products must be at current specified revision levels and may require Agilent's certification, at Customer's expense, that Products are in good operating condition.

c) Product relocation may result in additional Support charges and modified service response times. Support of Products moved to another location is subject to availability.

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

d) Customer is responsible for removing any products not eligible for Support to enable Agilent to perform Support services. Additional charges, computed at Agilent's standard rates, may be incurred for any extra work caused by such products.

e) Support does not cover any damage, defects or failures caused by:

- 1) use of non-Agilent media, supplies and other products;
- 2) site conditions that do not conform to Agilent's site specifications; or
- 3) neglect, improper use, fire or water damage, electrical disturbances, transportation, work or modification by non-Agilent employees or subcontractors, or other causes beyond Agilent's control.

f) Customer is responsible for maintaining a procedure external to the Products to reconstruct lost or altered Customer files, data or programs. Customer will have a representative present when Agilent provides Support services at Customer's site. Customer will notify Agilent if Products are being used in an environment, which poses a potential health hazard to Agilent employees or subcontractors. Agilent may require Customer to maintain such Products under Agilent supervision.

g) Additional return to Agilent Support coverage may be purchased at the time of Product purchase and such coverage will be honored by any Agilent authorized repair center. Additional on-site Support coverage may be purchased and such coverage will be limited to the country in which the additional coverage was purchased.

h) Subject to Section 27(e) below, Customer may delete Products under a Support agreement or may cancel a Support agreement upon thirty (30) days written notice as per GSA Cancellation clause 552.238-73. "Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee."

### 19. Terms & Conditions of Installation

#### a) SITE PREPARATION

When this service is included in the purchase price of a Product, a representative of Agilent will contact the Customer upon receipt of Customer's purchase order to discuss site preparation requirements. This may be accomplished either during an on-site visit or by telephone, and will encompass technical site planning, preparation and installation requirements relevant to Customer's system. Customer will also receive documentation or information characterizing the physical, electrical and environmental requirements applicable to Customer's system, as well as any other requirements obtained in the appropriate Agilent "Site Preparation Manual" (when available) for the system.

#### b) SITE SURVEY

All installation sites must be approved by Agilent. Prior to the scheduled delivery of Customer's system, an Agilent representative will verify that the site has been prepared in conformance with the applicable "Site Preparation Manual" (when available) and meets all electrical and environmental requirements contained in that manual. This verification may occur either on-site or by telephone.

#### c) PURCHASE OF INSTALLATION SERVICES

Standard installation services are included in the price of some system Products. These services may also be obtained from Agilent for Products or systems which do not include these services in the purchase price of the Product for additional cost which will be specially quoted.

#### d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

When installation is included in the purchase price of a Product:

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

1) Agilent will install Customer's system(s) at a mutually agreed time following notification by Customer that all Products of the coordinated shipment have been delivered to the site and that the site conforms to Agilent's requirements. Installations will be performed during Agilent's normal business hours. Installations performed outside of business hours at Customer's request may be subject to additional charges.

2) Agilent systems, including all accessories, interfaces, peripherals and terminals ordered with a system on a coordinated delivery and included in Agilent's configuration guide and located at the system site, will be installed by Agilent at no additional charge.

### e) SOFTWARE INSTALLATION

Standard Software installation services consist of loading the operating system and utilities included in the operating system Software on the system and executing applicable verification tests. Software that is Customer installable will be noted in the applicable data sheet.

### f) INSTALLATION RESPONSIBILITIES

During system installation, Agilent will perform the following tasks:

1. supervise uncrating, positioning and racking of the Products;
2. inventory the shipment against the packing list (s);
3. physically interconnect the Products;
4. check the primary power line voltage;
5. connect line power to Products shipped with power cable and connector; (i)
6. install operating system and utilities;
7. execute turn-on procedures;
8. perform electronic and mechanical adjustments;
9. perform any repairs which may be required to make the Products operational; (ii)
10. execute standard Agilent diagnostic or verification programs and tests;
11. instruct operator on daily care and proper use of Products.

During system installation, Customer will perform the following tasks:

1. receive, uncrate, rack or move the Products and dispose of the packaging materials;
2. rerack or relocate the Products;
3. reconfigure or regenerate Software systems;
4. connect line power to Products delivered without power cable and connector; (i)
5. may install products not supplied by Agilent;
6. fabricate or pull cables;
7. ensure that site, cable runs and power outlets conform to all local fire and electrical codes;
8. attach wall and ceiling mounts to building structure;
9. reconfigure hardware systems, including recabling or relocation of existing products.

All of the above Customer tasks, except 4, and 8, may be performed by Agilent for an additional charge and are subject to availability of resources.

### NOTES:

i) Due to variations in local electrical codes, many Products are shipped without power cables and connectors. These Products must be connected to power by Customer's electrical contractor who is familiar with local regulations.

ii) Repairs made on Products covered by Agilent warranty will be accomplished at no additional charge. Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by Agilent warranty, repairs will be made at Customer's expense.

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ii) Repairs made on Products covered by Agilent warranty will be accomplished at no additional charge. Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by Agilent warranty, repairs will be made at Customer's expense.

20. Terms & Conditions of Repair Parts -  
Not applicable to this contract (N/A)

21. Services & Distribution Points - N/A

22. Participating Dealers - N/A

23. Preventive Maintenance - N/A

24. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants- N/A

25. Data Universal Number System: 05-821-5778

26. Central Contractor Registration: Agilent is registered in CCR.

27. Acceptance

a) For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Agilent. Installation is complete when the Product passes Agilent's installation and test procedures. For Products without installation included in the purchase price, acceptance by Customer occurs upon Delivery.

b) If Customer schedules or delays installation by Agilent more than thirty (30) days after Delivery, Customer acceptance of the Product(s) will occur on the thirty-first (31st) day after Delivery. Overseas shipments shall be considered accepted for payment purposes when made to F.P.O. and A.P.O. addresses, provided that inspection and acceptance will be at the origin in these overseas shipment situations.

c) Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

d) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Agilent in accordance with the Applicable Trade Term.

e) Customer may cancel orders for Products (except Custom Products) prior to shipment at no charge. Cancellation of orders or rescheduling shipment for Custom Products will be subject to Agilent's approval. Cancellation of a Support order will be subject to applicable charges. Information regarding applicable Support cancellation charges is available upon request.

28. Licenses

a) Agilent grants Customer a worldwide, non-exclusive license to use the Software for internal purposes in accordance with the documentation provided with the Software. Such documentation may include license terms provided by Agilent and Agilent's third party suppliers, which will apply to the use of the Software and take precedence over these license terms. In the absence of documentation specifying

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

the applicable license, Customer is granted the right to use one copy of the Software on one machine or instrument, or as otherwise indicated on the quotation.

- b) Customer's Software license is transferable upon Agilent's receipt of the name, address and location of transferee and payment of any applicable fees to the extent permissible under local laws. Customer will immediately upon transfer deliver all copies of the Software to the transferee. The transferee must agree in writing to the terms of Agilent's Software license terms. In addition, Customer's license terms will be binding on involuntary transferees, notice of which is hereby given. Customer's license will automatically terminate upon transfer.
- c) The Software is owned and copyrighted by Agilent or its third party suppliers. Agilent and its third party suppliers retain all right, title and interest in the Software. Third party suppliers may protect their rights in the Software in the event of any violation of these license terms.
- d) Customer will not disassemble or otherwise modify the Software without written authorization from Agilent, except as permitted by law. Customer may not copy the Software onto any public or distributed network.
- e) Agilent may terminate Customer's license upon notice for breach of these license terms. Customer must destroy all copies of the Software immediately upon notice of termination.
- f) Software and technical data rights granted to the federal government include only those rights customarily provided to end user Customers. Agilent provides this customary commercial license in Software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

### 29. Intellectual Property Claims

- a) Agilent will defend or settle any claim against Customer that Products (excluding Custom Products) delivered under this Agreement infringe an intellectual property right in the country where the Products are used or sold, provided Customer promptly notifies Agilent in writing and cooperates with and provides control of the defense or settlement to Agilent, to the extent legally permissible.
- b) In the event of an infringement claim under Section 10(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify the Product, procure any necessary license, or replace it. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.
- c) Agilent has no obligation for any claim of infringement arising from:
  - 1) Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information;
  - 2) Product modifications by Customer or a third party;
  - 3) Product use prohibited by Specifications or related application notes; or
  - 4) use of the Product with products not supplied by Agilent.
- d) These terms state Agilent's entire liability for claims of intellectual property infringement.

### 30. Limitation of Liability and Remedies

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages.
- b) To the extent that limitation of liability is permitted by law, Agilent's liability to Customer is limited to US \$1,000,000, except that Agilent's obligation to make warranty refunds under Section 15 is limited to the Product purchase price.
- c) The limitations set forth in Sections 30(a) and 30(b) above will not apply to damages for bodily injury or death.
- d) The remedies in this Agreement are Customer's sole and exclusive remedies.

### 31. Other General Terms

- a) Agilent will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.
- b) Customer may not assign or transfer a Support agreement without Agilent's prior written consent. Any attempted assignment or transfer without such consent will be void. As conditions to such consent; (i) the assignee or transferee must agree in writing to the applicable Agilent Support terms; (ii) Agilent may require that all Products included within a Support agreement are in good operating condition; and (iii) Agilent may impose applicable charges in connection with the assignment or transfer. Customer may not assume a Support agreement in connection with any bankruptcy proceedings without Agilent's written consent.
- c) If either party becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, the other party may cancel any unfulfilled obligations.
- d) Agilent will store and use any of the Customer's Personal Data in accordance with Agilent's privacy practices, which are available upon request or from [www.agilent.com](http://www.agilent.com) – Privacy Statement. Agilent will not sell, rent or lease Customer's Personal Data to others. Customer agrees that Agilent may forward Customer's Personal Data to other Agilent entities or business partners (including agents, resellers and subcontractors) solely to conduct business activities, including communication with third parties (such as the handling of orders, advertising campaigns or market research). Customer agrees that Agilent and its entities may store and use Customer's Personal Data in all countries where Agilent and its entities do business. Customer represents and Agilent acknowledges Customer's representation that consent from individual data subjects has been obtained or is not needed.
- e) Customer who exports, re-exports, transfers or imports Products, technology or technical data purchased hereunder, assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- f) Disputes arising in connection with these Terms will be governed by the laws of the State of California.

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

- g) Provisions herein which by their nature extend beyond the termination of any sale or license of Products or Support will remain in effect until fulfilled.
- h) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.
- i) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- j) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
- k) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Customer is solely liable if Products or Support purchased by Customer are used for these applications. Customer will indemnify and hold Agilent harmless from all loss, damage, expense or liability in connection with such use.

### ADDITIONAL INFORMATION

#### A. Use of Federal Supply Schedules Government Contractors

Government contractors and subcontractors may use GSA supply sources when authorized in writing by the responsible contracting officer. A copy of the contracting officer's written authorization must be forwarded with the order, and the following statement must be included with or on the order: "This order is placed under written authorization from (insert name of Government agency), dated \_(date)\_\_\_\_\_, In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern."

#### B. Exclusions

Source Inspection or preparation and submission of form DD250 are not included under this schedule contract.

#### C. Inspection

The inspection system required by FAR Clause 52.212-4(a) is incorporated into this contract.

#### Contract Terms and Conditions -- Commercial Items (May 1999)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

#### D. Safety Hazard Notice

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

Agilent reserves the right to terminate or refuse service when in Agilent's opinion, conditions at the equipment location represent a hazard to the safety or health of any Agilent employee. Prior to terminating service Agilent shall notify the GSA Contracting Officer and the Agency's Contracting Officer of Agilent's intention to terminate service.

### E. Technical Information

Technical information covering Agilent products can be found in the latest Agilent general catalog or at Agilent's web site: <http://www.tm.agilent.com/find/product>. Please contact our Test and Measurement Technical Support Center at 1-800-452-4844 for more information.

### F. Quality Control

The Agilent quality control system conforms to Government specifications for commercial products.

### G. Scope of Contract

This contract provides a source of supply for:

- 1) All Federal Agencies and activities in the executive, legislative, and judicial branches.
- 2) Government contractors authorized in writing by a Federal Agency pursuant to 48 CFR 51.1.
- 3) Mixed ownership Government Corporations (as defined in the Government Corporation Control Act).
- 4) The Government of the District of Columbia.
- 5) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply. (Question regarding activities authorized to use this schedule should be directed to the contracting officer)

This GSA schedule contract is available to agencies of the United States Federal Government only. It shall constitute the entire agreement between Agilent and those ordering under the contract. It is not available to commercial customers, or to other government agencies (state, or local foreign) or private institutions, except as authorized by GSA and approved by Agilent. By issuing a delivery order against the contract, the government or authorized user accepts the terms and conditions contained in the contract.

### H. Ordering Options and Modifications

Most options must be installed in the factory at the time the product is ordered. If an option can be installed later (field installation) this will be stated in the Agilent General Catalog or product data sheets. To avoid administrative delays in receiving/inspection and invoice processing, orders should clearly indicate that options are an integral part of the basic product (not separate items shipped in their own container). Do not list options as a separate line item. Questions on this subject should be directed to the Agilent sales office identified in Item 13.

Purchase of Products containing minor modifications to the basic Products listed in Agilent's GSA website: <http://www.agilent.com/gsa>, are permitted when no additional charges are required. When additional changes are required, minor modifications to Products, may be purchased with the basic products as open market items, with applicable prices negotiated separately outside the scope of this contract.

Purchasing of incidental, non-schedule items on a delivery order is permitted so long as the cost of the non-schedule items is small compared to the total cost of the procurement.

### I. Education Program

## INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS

The products offered under this contract may be purchased against the contract by qualified Government educational institutions at the Agilent commercially available "Educational Program" (EP) discount provided they satisfy the requirements of eligibility and indicate acceptance of the following conditions. To determine the EP discount that applies contact the Agilent Technologies' Test & Measurement Business Center as shown in Item 13.

- 1) Eligible institutions are defined as those whose primary purpose is to provide instruction to an enrolled body of students by means of a full-time faculty, and who confer degrees or diplomas which are recognized as qualifying the student to pursue a course of higher education.
- 2) Products purchased must be for the "sole use of the educational institution initiating the purchase".
- 3) The Government understands and agrees that products purchased under this EP may be used Agilent equipment updated to the latest Agilent configuration and specifications, and that the Agilent one-year warranty applies.

Note: The EP discount is a stand-alone discount and not to be combined with any other discount applicable to the contract. Please contact Agilent Technologies for discounts.

### J. Blanket Purchase Agreements

Agilent agrees to enter into blanket purchase agreements to accordance with FAR 13.2 with ordering activities, provided that:

- 1) Only items covered by the contract are ordered under such agreements;
- 2) the period of time covered by such agreements shall not exceed the period of the contract; and
- 3) orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**AGILENT EXTENDED SUPPORT SERVICE OPTIONS: Special Item Number 627-2003 Exhibit WX**

SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS

AGILENT EXTENDED SUPPORT SERVICE OPTIONS

This Exhibit WX (“Exhibit”) is part of Agilent GSA No. GS-24F-0806A. The Agilent Extended Support Service options (“Services”) described in this Exhibit consists of repair and calibration services designed to maximize uptime and extend the Product’s useful life. These Services are only available for purchase at the time of Product sale. All Service orders will be subject to the terms and conditions provisions as set forth below.

1. SERVICES INCLUDED

a) GENERAL

1. Agilent Technologies (“Agilent”) will perform preventive maintenance Services such as cleaning, lubricating, inspecting and testing during repair or calibration Service on covered Products. Agilent may install factory-specified engineering improvements and modifications at the time of repair. When parts are replaced, replacement parts are new or the equivalent of new parts. Removed and replaced parts become the property of Agilent

2. Turnaround time for completion of these Services will be determined in accordance with the schedule time as set by the designated Agilent Customer Service Center responsible for the Products. Turnaround time is measured in elapsed days from the time the Products are received at the designated Agilent Customer Service Center until return shipment. Additional turnaround time will be required for instances of intermittent Product failures or if Product(s) must be sent by Agilent to another Agilent Customer Service Center.

3. Unless otherwise indicated on the quotation, Agilent will return, at no charge, covered Products to the Customer using standard shipping methods. Other shipment methods requested by Customer may be available for an additional fee.

b) AVAILABLE EXTENDED SUPPORT SERVICE OPTIONS

1. RETURN TO AGILENT REPAIR. These options extend Agilent’s standard Product warranty to a total of 3 or 5 years of Agilent Customer Return Repair service from date of the initial Product Delivery. Agilent will provide all labor, parts, technical phone support and materials necessary to maintain the Product covered under these options in good operating condition.

2. ON-SITE REPAIR. These options extend Agilent’s standard Product warranty to a total of 3 or 5 years of next-day, on-site coverage from date of the initial Product Delivery. Agilent will provide all labor, parts, technical phone support and materials necessary to maintain the Product covered under these options in good operating condition at Customer's designated site during Agilent's normal business hours. After receipt of Customer's service request, Agilent will respond within the next Agilent working day. Agilent may elect under certain conditions to send the Product to the nearest Agilent Customer Service Center for expedited service and return.

3. COOPERATIVE and SYSTEM UPTIME 3 STAR REMOTE SERVICE FOR SELF-MAINTAINERS.

(a) COOPERATIVE SERVICE FOR SELF-MAINTAINERS. These options extend Agilent’s standard Product warranty to a total of 3 or 5 years of “8x5” Cooperative service (with parts) coverage from date of the initial Product Delivery

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

**AGILENT EXTENDED SUPPORT SERVICE OPTIONS: Special Item Number 627-2003 Exhibit WX**

(b) SYSTEM UPTIME 3 STAR REMOTE SERVICE FOR SELF-MAINTAINERS. These options extend Agilent’s standard Product warranty to a total of 3 or 5 year of System Uptime 3 Star Remote service. Possible upgrades from 3 Star Remote to a higher level of Service are only available on designated Products.

4. RETURN TO AGILENT CALIBRATION. These options provide 3 or 5 years of Return to Agilent Calibration service from the date of initial Product Delivery. This coverage includes:

- (a) Calibration at Agilent's recommended calibration interval, as well as calibration after a required repair performed by Agilent. All returned Products will meet Agilent's calibration specifications;
- (b) Depending on the calibration service provided, Agilent will verify the Product meets published specifications. Agilent will adjust the Product as necessary to bring it within specification;
- (c) Agilent will offer to perform any necessary repairs under prepaid repair coverage or at Agilent's standard service rates prior to completing the calibration;
- (d) Agilent will place a calibration sticker on the serviced Product;
- (e) Agilent will furnish a calibration certificate and a data report stating measured Product performance after completion of any adjustments; and
- (f) All Agilent calibrations are traceable to the appropriate national standards organization.

The Customer is responsible for scheduling calibrations and shipping the Product to Agilent at Agilent's recommended calibration interval. In the event that Agilent performs an unscheduled calibration following Product repair, the Customer has the choice of adjusting the schedule accordingly or maintaining the original calibration schedule. Adjusting the original calibration schedule does not extend the 3 or 5 year coverage period.

5. RETURN TO AGILENT STANDARDS BASED CALIBRATIONS. These options provide 3 and 5 years of Z540 and 17025 return to Agilent Calibration service from date of the initial Product delivery. Z540 and 17025 Calibrations comply with MIL-STD-45662, Z540, AQAP-6, 17025 and other standards. Agilent will furnish Product performance data recorded prior to any necessary Product adjustments and or repairs to the extent possible and a calibration certificate attesting the compliance with the appropriate standard. Agilent will notify the Customer in writing when the test equipment used to calibrate Customer's Product has been found to have any significantly out-of-tolerance condition such that Customer's Product may be in nonconformance. Should Customer's Product, in Agilent's evaluation, be affected by a significantly out-of-tolerance condition of Agilent test equipment, Agilent will offer to recalibrate the affected Product at no charge. This coverage includes scheduled calibration at Agilent's recommended calibration interval, as well as calibration after a required repair performed by Agilent. TABLE 1 –total number of scheduled calibrations Customer is entitled to receive following initial Product Delivery if 3 year extended support service option is purchased.

Table 1. Scheduled Calibrations: 3 year options

Product Calibration Interval	Year 1	Year 2	Year 3
12 Months	0	1	1
6 Months	1	2	2
4 Months	2	3	3
3 Months	3	4	4

TABLE 2 –total number of scheduled calibrations Customer is entitled to receive following initial Product Delivery if 5 year extended support service option is purchased.

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Table 2. Scheduled Calibrations: 5 year options

Product Calibration Interval	Year 1	Year 2	Year 3	Year 4	Year 5
24 Months	0	1	0	1	0
12 Months	0	1	1	1	1
6 Months	1	2	2	2	2
4 Months	2	3	3	3	3
3 Months	3	4	4	4	4

2. CANCELLATION

Customer may cancel a Services order by providing written notice of cancellation to Agilent as follows:

- a) Extended Support Service Repair options: Upon sixty (60) days written notice, Customer may cancel this Service. Customer will receive a refund that is prorated over the term of the Service.
- b) Extended Support Service Calibration options: If no Services have been delivered, Customer may cancel this Service and will be entitled to a refund of the amount paid less a US \$200 fee. For Services that have been partially delivered (ex. 1 of 2 scheduled calibrations delivered), the Customer will pay for the Service delivered plus a US \$200 fee. Customer may not cancel this Service if Agilent has completely performed all required calibrations.

3. ELIGIBLE PRODUCTS

Agilent reserves the right to determine which Products are eligible for coverage.

4. CUSTOMER RESPONSIBILITIES

- a) DIAGNOSTIC PROGRAMS. The Customer is responsible for running Agilent-supplied diagnostic programs, if applicable, before having a Product serviced under Extended Support Service Options.
- b) SHIPPING & HANDLING. For return to Agilent options, the Customer is responsible for:
  - 1. Packaging the Product carefully in the original shipping carton or a proper shipping carton;
  - 2. Shipping the Product freight prepaid to the designated Agilent Customer Service Center; and
  - 3. Providing a written description of the failure symptoms.
- c) ACCESS. For on-site options, the Customer is responsible for providing access to the Product.
- d) REMOTE SERVICE. For on-site options, if remote Service is available, the Customer will allow Agilent to keep diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and repair. The Customer has no ownership interest in this software provided by Agilent. Agilent may remove these programs and any Agilent-loaned equipment upon termination of coverage. Customer's system must be configured to permit access. For Agilent to provide remote Service, the Customer must allow Agilent remote access to eligible Agilent systems using the appropriate protocol and method supported by that system. The Customer must provide the necessary

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

**AGILENT EXTENDED SUPPORT SERVICE OPTIONS: Special Item Number 627-2003 Exhibit WX**

equipment designated for that protocol and method of communication to provide remote access to the eligible Agilent system. Agilent will advise the Customer what is required at the time of installation.

5. TERM

Repair coverage will begin the day following the Product's warranty expiration date. Calibration coverage will begin the day of initial Product Delivery. Services will continue until the end of the coverage period ordered.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**AGILENT EPSG SYSTEM UPTIME SOLUTIONS: Exhibit S0023**

AGILENT EPSG SYSTEM UPTIME SOLUTIONS

1. SCOPE

This Exhibit (“Exhibit”) provides the terms and conditions under which Agilent Technologies (“Agilent”) will deliver a package of support services (“Services”). The Customer will purchase one of the five (5) service plans listed below. The list of Agilent Systems that qualify for the Services described in this Exhibit are available on Agilent’s web site at <http://www.agilent.com/find/systemsupport.html>.

Type of Plan	Description
3-Star Remote Solution	Standardized Plan – fee-based package with predefined set of services
3-Star On-Site Solution	Standardized Plan – fee-based package with predefined set of services
4-Star Remote Solution	Standardized Plan – fee-based package with predefined set of services
4-Star On-Site Solution	Standardized Plan – fee-based package with predefined set of services
5-Star Remote Solution	Standardized Plan – fee-based package with predefined set of services

Agilent’s GSA Terms and Conditions govern this Exhibit. The terms set forth in Agilent’s GSA Terms and Conditions, Agilent’s quotation (“Quotation”) and this Exhibit comprise the entire agreement between Customer and Agilent with regard to Services provided by Agilent under this Exhibit. In case of conflict or inconsistency between the terms of this Exhibit and Agilent’s GSA Terms and Conditions, the terms of this Exhibit will prevail and take precedence.

2. OVERVIEW OF AGILENT SYSTEM UPTIME SOLUTION PLANS

The following Services shall apply for each Solution as identified:

3-STAR REMOTE SOLUTION

INCLUDED SERVICES	
On-Site Startup Visit	Section 3.a)
Basic System Maintenance Training	Section 3.c)
Diagnostic Tools	Section 3.f)
Parts Replenishment	Section 3.h)
Remote System Failure Diagnosis Assistance	Section 3.i)
4 Hour Phone Response Time	Section 3.i)3)I.
FRU Return-to-Agilent Repair	Section 3.k)
Semi-annual Standard System Support Review	Section 3.m)1)
COVERAGE HOURS	
8x5 (local business hours)	Section 3.p)1)

3-STAR ON-SITE SOLUTION

INCLUDED SERVICES	
On-Site Startup Visit	Section 3.a)

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Basic System Maintenance Training	Section 3.c)
Diagnostic Tools	Section 3.f)
Parts Replenishment	Section 3.h)
Remote System Failure Diagnosis Assistance	Section 3.i)
4 Hour Phone Response Time	Section 3.i)3)I.
Next-Day On-Site CE Visit	Section 3.j)
FRU Return-to-Agilent Repair	Section 3.k)
Semi-annual Standard System Support Review	Section 3.m)1)
<b>COVERAGE HOURS</b>	
8x5 (local business hours)	Section 3.p)1)

**4-STAR REMOTE SOLUTION**

<b>INCLUDED SERVICES</b>	
Extended On-Site Startup Visit	Section 3.b)
Basic System Maintenance Training	Section 3.c)
Advanced System Maintenance Training	Section 3.d)
Proactive Uptime Support Plan	Section 3.e)
Diagnostic Tools	Section 3.f)
Parts Kit	Section 3.g)
Parts Replenishment	Section 3.h)
Remote System Failure Diagnosis Assistance	Section 3.i)
2 Hour Phone Response Time	Section 3.i)3)II.
FRU Return-to-Agilent Repair	Section 3.k)
Quarterly Metric Review	Section 3.l)1)
Semi-annual Detailed System Support Review	Section 3.m)2)
<b>COVERAGE HOURS</b>	
8x5 (local business hours)	Section 3.p)1)
16x5 (local business hours)	Section 3.p)2)

**4-STAR ON-SITE SOLUTION**

<b>INCLUDED SERVICES</b>	
Extended On-Site Startup Visit	Section 3.b)
Basic System Maintenance Training	Section 3.c)
Proactive Uptime Support Plan	Section 3.e)
Diagnostic Tools	Section 3.f)
Parts Kit	Section 3.g)
Parts Replenishment	Section 3.h)
Remote System Failure Diagnosis Assistance	Section 3.i)
2 Hour Phone Response Time	Section 3.i)3)II.
Next-Day On-Site CE Visit	Section 3.j)
FRU Return-to-Agilent Repair	Section 3.k)
Quarterly Metric Review	Section 3.l)1)
Semi-annual Detailed System Support Review	Section 3.m)2)
<b>COVERAGE HOURS</b>	
8x5 (local business hours)	Section 3.p)1)

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
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16x5 (local business hours)	Section 3.p)2)
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5-STAR REMOTE SOLUTION

<b>INCLUDED SERVICES</b>	
Extended On-Site Startup Visit	Section 3.b)
Basic System Maintenance Training	Section 3.c)
Advanced System Maintenance Training	Section 3.d)
Proactive Uptime Support Plan	Section 3.e)
Diagnostic Tools	Section 3.f)
Parts Kit	Section 3.g)
Parts Replenishment	Section 3.h)
Remote System Failure Diagnosis Assistance	Section 3.i)
2 Hour Phone Response Time	Section 3.i)3)II.
FRU Return-to-Agilent Repair	Section 3.k)
Monthly Metric Review	Section 3.l)2)
Semi-annual Detailed System Support Review	Section 3.m)2)
Customer Initiated On-Site Visits	Section 3.o)
<b>COVERAGE HOURS</b>	
24x7	Section 3.p)3)

3. SERVICE DESCRIPTION

ON-SITE STARTUP VISIT

- 1) **Features Included.** Within thirty (30) days following System acceptance, Agilent shall make reasonable efforts for a support engineer to meet with Customer on-site. This visit will provide the opportunity for an Agilent support engineer to ensure that Customer’s System is operational and configured for remote support and there are no obvious problems by means of a visual inspection with the System environment. Should problems exist with the System, Agilent shall work to return the System to the predefined operational verification level. During this visit, the Agilent support engineer will also provide Basic System Maintenance Training.
- 2) **Service Limitations.** In order for Agilent to conduct the On-Site Startup Visit, the System must be properly installed, operational, and accepted by Customer.
- 3) **Customer Responsibilities.** A minimum of two (2) Customer representatives must take all System Maintenance Training and be present during the On-Site Startup Visit, as described in section 3 (a.1) above. Customer must provide an environment acceptable to Agilent to provide the on-site visit and the System Maintenance Training. Agilent’s On-Site Startup Visit and the System Maintenance Training will be conducted Monday through Friday during normal business hours, local time.

EXTENDED ON-SITE STARTUP VISIT

- 1) **Features Included.** In addition to the Features Included defined in the On-Site Startup Visit described in Section 3.a), the Extended On-Site Startup Visit will include time for the development of the Proactive Uptime Support Plan (Defined in Section 3.e). This visit will generally last up to one additional business day.

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2) Customer Responsibilities. In addition to the Customer Responsibilities defined in the On-Site Startup Visit described in Section 3.a), a minimum of two (2) Customer representatives must also be present during the second day of the startup visit.

**BASIC SYSTEM MAINTENANCE TRAINING**

1) Training. An Agilent support engineer will provide one half-day (4 hours) of Basic System Maintenance Training, ("Basic Training") during the On-Site Startup Visit described in Section 3.a. for a minimum of two (2) Customer representatives. This training will cover the proper use of diagnostic tools and the replacement of System components on the Customer's System.

2) Training Methods. Agilent will specify the training course formats and method offered to Customer. The Basic Training will be provided on Customer's site during the On-Site Startup Visit described in Section 3.a).

3) Course Material. Agilent will provide the most current System documentation (i.e. service manuals, handbooks, and diagnostic manuals) for Customer's use during the Basic Training and for use during the maintenance of Systems.

4) Education Experience. Customer representatives must have a basic understanding and skill set in servicing electronic test equipment and associated maintenance test procedures as well as knowledge of basic electronics and computer operation. Basic Training classes will be conducted in English, however, where possible the classes will be conducted in the local language.

5) Technician Proficiency. Each Customer representative who will be providing maintenance on Customer's System must complete and, for those courses requiring tests, pass the proficiency test prior to the commencement of self-maintenance. If after Basic Training is complete, the Customer self-maintenance representatives cannot demonstrate proficiency, Customer will be required to purchase additional training or convert to Agilent's On-Site System Support Program.

6) Customer Responsibilities. Customer is responsible for ensuring that enrolled maintenance representatives attend Basic Training. The System must be available to the Agilent trainer to use during the training class.

**ADVANCED SYSTEM MAINTENANCE TRAINING**

1) Training. An Agilent support engineer will provide Advanced System Maintenance Training ("Advanced Training") for a minimum of two (2) Customer representatives. Advanced Training will cover System repair to the Field Replaceable Unit ("FRU") level, trouble shooting tips and techniques, cabling techniques, diagnostic measurement/probe techniques, and preventive maintenance training. The final delivered content of the Advanced Training may vary depending on the System and will vary in length depending on the complexity of the System.

2) Training Methods. Agilent will specify the training course formats and method offered to Customer. The Advanced Training will be provided on Customer's site within thirty (30) days following System acceptance. The training will be scheduled by mutual agreement between Agilent and Customer.

3) Education Experience. Customer representatives must have a basic understanding and skill set in servicing electronic test equipment and associated maintenance test procedures as well as knowledge of basic electronics and computer operation. Customer representatives must also attend Basic Training

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during the On-Site Startup Visit prior to the Advanced Training. Advanced Training classes will be conducted in English, however, where possible, classes will be conducted in the local language.

- 4) Technician Proficiency. Each Customer representative that will be providing maintenance on Customer's System must complete and, for those courses requiring tests, pass the proficiency test prior to the commencement of self-maintenance. Agilent will repeat the Advanced Training when applicable each year to ensure the Customer representatives' skills are maintained.
- 5) Customer Responsibilities. Customer is responsible for ensuring that enrolled maintenance representatives attend System Maintenance Training. The System must be available to the Agilent trainer to use during the training class.

**PROACTIVE UPTIME SUPPORT PLAN**

- 1) Definition. The Proactive Uptime Support Plan is an agreement executed between Customer and Agilent that details all the activities and responsibilities of the parties developed during the Extended On-Site Startup Visit.
- 2) Features of Proactive Uptime Support Plan include:
  - I. Name and serial numbers for Systems covered;
  - II. Customer software maintenance strategy;
  - III. Customer spare strategy;
  - IV. Customer calibration strategy; and
  - V. Master calendar for System maintenance, calibration, metrics, and account review schedules.
- 3) Software Update Notification Service. Agilent will make all reasonable efforts to send (via email) notification of available updates to System software that affects System performance to Customer representatives.

**DIAGNOSTIC TOOLS**

- 1) Customer is granted a limited license to use the Agilent proprietary hardware diagnostics support tools and updates purchased. These support tools are software programs utilized in hardware-problem troubleshooting and repair. The support tools assist in recognizing, identifying, and isolating faults in Systems and can be used to indicate when repair activity is required. The limited license to use is subject to the conditions contained herein:
- 2) Limited Use. These support tools will be used by Customer solely for the purpose of diagnosing hardware-problems and self-maintaining the covered Systems. Customer license confers no title or ownership in the support tools and no right in the source code of the support tools. Customer license will not be construed as a sale of any right in the support tools. These support tools remain the exclusive property of Agilent.
- 3) Agilent support engineer will provide Customer with the appropriate diagnostics kit in order to conduct remote diagnostics. At the expiration or termination of Customer's support agreement, Customer shall immediately return the diagnostic kit to Agilent. Should the diagnostic kit hardware not be returned to Agilent within thirty days following the expiration or termination of this agreement, or if the hardware is returned to Agilent damaged, Customer will be required to make payment to Agilent within thirty (30) days of Agilent's request, in an amount equal to the current price for the diagnostic kit on Agilent's corporate price list. At all times, title and ownership to the diagnostic kit, including but not

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limited to any diagnostic software and all cables or instruments will remain with Agilent. Risk of loss or damage to the diagnostic kit will be the responsibility of Customer.

4) **Warranty Disclaimer.** All Agilent equipment and support tools are provided “as is” and without warranty of any kind, written or oral, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. Customer understands that some newly manufactured equipment may contain remanufactured parts that are equivalent to new in performance.

**PARTS KIT**

1) **The Parts Kit, ("Parts Kit"),** is a selection of small parts that can be used for repairs of the covered System in the event of failure. The Parts Kit acts as a small parts inventory that is stored at the Customer’s site. For Customers selecting the 4-Star Remote Solution, 4-Star On-Site Solution, or 5-Star Remote Solution, Agilent will provide a Parts Kit appropriate for the covered Systems. Risk of loss and title to the Parts Kit shall vest with Customer upon delivery. When a part from the Parts Kit is used for an appropriate repair, Agilent will replenish the Parts Kit per Section h) below during the term of these Services.

2) **Limited Use.** The Parts Kit will be used by Customer solely for the purpose of hardware problems and self-maintaining the covered Systems.

**PARTS REPLENISHMENT**

1) **Customer must obtain Agilent authorization prior to placing parts replenishment orders with Agilent.** Authorization must be obtained via the Agilent System Support Center.

2) **The Agilent System Support Center will accept orders from authorized Customer for “Replenishment Parts”.** Replenishment parts are defined as parts used to replenish Customer’s inventory when Customer has used an inventory part in a given repair situation. In some cases, Replenishment Parts may be needed for a given repair that Customer does not have on hand in inventory. Some Parts may use remanufactured parts, which are equivalent to new in performance.

3) **Agilent will use all reasonable commercial efforts to ship Customer’s replenishment parts within three to five business days following Customer’s replenishment order.**

4) **Customer Responsibilities.** Customer is responsible for obtaining Agilent authorization for return of parts for replenishment. Customer is responsible for returning failed parts to Agilent, using boxes, labels, and procedures as provided by Agilent. Any failed parts that have been replaced by Agilent will become the property of Agilent.

**REMOTE SYSTEM FAILURE DIAGNOSIS ASSISTANCE**

1) **At the request of the designated Customer representative responsible for contacting Agilent’s System Support Center, the parties will arrange for an Agilent engineer to provide remote assistance by interpreting diagnostics when relevant, and/or determining if a part is necessary to solve a given problem as described by the Customer. Remote assistance will be provided using any or all of the following technologies: telephone, Internet (Web Technology), or video over the Internet.**

2) **Remote assistance will also be provided for isolating or confirming an appropriate failed Field Replacement Unit (“FRU”) and providing Agilent authorization for parts replenishment. Field**

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Replacement Unit shall mean any Agilent defined product subassembly that can be replaced at Customer's site

3) Phone Response Time.

I. 4-Hour Phone Response Time. 3-Star Remote Solution and 3-Star On-Site Solution Customers will receive a 4-hour phone response. When Customer contacts the Agilent System Support Center, if an Agilent engineer is not immediately available, an Agilent engineer will return the Customers call within 4 hours to provide assistance within the 8x5 coverage hours.

II. 2-Hour Phone Response Time. 4-Star Remote Solution, 4-Star On-Site Solution, and 5-Star Remote Solution Customers will receive a 2-hour phone response. When Customer contacts the Agilent System Support Center, if an Agilent engineer is not immediately available, an Agilent engineer will return the customers call within 2 hours to provide assistance within the coverage hour option purchased by the Customer.

4) Escalations. If remote attempts as defined above prove to be unsuccessful in diagnosing and resolving Customer's problem, at Agilent's discretion, an Agilent engineer will manage an on-site visit to ensure resolution of the problem. This escalation process applies only to the 3-Star Remote Solution, 4-Star Remote Solution, and 5-Star Remote Solutions. The time frame for these on-site escalation visits is defined below:

I. 3-Star Remote Solution. On-Site visit will typically occur within 3-5 business days from the date Agilent determines that it is unable to diagnose/solve the problem remotely.

II. 4-Star Remote Solution. On-Site visit will typically occur by the next-business day from the date Agilent determines that it is unable to diagnose/solve the problem remotely.

III. 5-Star Remote Solution. On-Site visit will typically occur same-business day from the date Agilent determines that it is unable to diagnose/solve the problem remotely.

IV. Service Limitations.

i. There may be limitations to Agilent's ability to deliver On-Site support on the same-business day or next-business day in some locations. The Proactive Uptime Support Plan will define the exact escalation timeframe available based on Customer's site.

ii. If Customer representative requests an On-Site visit in lieu of the remote assistance, Customer shall be responsible for charges on a time and materials basis. Customers selecting the 5-Star Remote Solution option are excluded from these costs as covered in Section 3.q) below.

5) Service Limitations. If a Customer chooses to have unsupported configurations, the Customer will be responsible to self-maintain these Systems. If Customer experiences failures existing in an unsupported configuration that cannot be successfully resolved, Agilent System Support Center will make efforts to provide remote support, but may not be able to identify the problem or recommend an FRU.

6) Customer Responsibilities. If Customer's System should malfunction, Customer's representatives who have completed System Maintenance Training are authorized to contact the Agilent System Support Center for troubleshooting assistance.

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**NEXT-DAY ON-SITE VISIT**

- 1) For 3-Star On-Site Solution and 4-Star On-Site Solution Customers, an Agilent support engineer will travel to Customer’s site the next business day after a System problem is reported to the Agilent System Support Center. The support engineer will use all reasonable efforts to provide all labor, parts, and materials necessary to return the System covered under this Exhibit to operational verification specifications. The availability of this next business day Service at the time the Customer reports the problem is not guaranteed and may vary, depending on local resources.
- 2) Prior to any necessary on-site assistance, Agilent may require, in its sole discretion, to initiate and perform remote diagnostics to facilitate problem resolution. Remote diagnostics will be performed only upon receipt of Customer’s authorization. Following remote diagnosis, Customer and Agilent may agree for replacement parts to be shipped directly to Customer for installation.
- 3) Repair Service. This Service involves the diagnosis and correction of System malfunctions and failures. Repair service will commence during the period of coverage and will continue uninterrupted, as long as progress is being made, until the System is operational. If Agilent determines that additional parts or resources are required, Service will be interrupted and will resume as soon as the parts or resources are available. For select Agilent Products, Agilent may not be able to perform complete repairs at Customer’s site. In these cases, Agilent will remove and transport these Products for service to and from an Agilent service center. Upon return, Agilent will perform any necessary system verification tests to confirm proper on-site performance.
- 4) Preventive Maintenance. This Service includes cleaning, adjusting, lubricating, inspecting, and testing for Products that require preventive maintenance. Agilent will perform preventive maintenance on a mutually agreed upon schedule or coincident with repair service.
- 5) On-Site Response Time. Next Day Support provides next-day response for calls received by Agilent between 8:00 AM and 5:00 PM in the local time zone for Systems located within Agilent travel zones 1, 2, or 3, measured from a primary Agilent Test and Measurement Support Responsible Office (TMSRO). Response Time is measured in elapsed coverage days from the day a service request is received until the day Agilent arrives at Customer’s site. Response Times for Systems located in travel zones 4, 5, or 6 are specified in Table 1 of this Exhibit. Systems that are within Agilent travel zones 1, 2, or 3 of a secondary Agilent TMSRO may receive faster response than from the primary Agilent TMSRO, subject to local resource availability.
- 6) Extended Travel. Agilent can provide Agilent System Uptime Solution services beyond zones 1, 2, and 3 only from a primary Agilent Test and Measurement Support Responsible office. Response times for zones 4, 5, 6 and beyond are specified in Table 1.

Table 1. Agilent’s Response Time for Extended Travel

Zone	Distance from Primary Agilent T&M Support Responsible Office	Response Time Next Day
1, 2, 3	0-100 miles or 0-160 kilometers	
4, 5	101-200 miles or 161-320 kilometers	1 additional coverage day
6	201-300 miles or 321-480 kilometers	2 additional coverage days
Other	Beyond 300 miles	Established at time of order and subject to resource availability

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**FRU RETURN-TO-AGILENT REPAIR**

For select Agilent Products, which shall be defined as the components that make up the System, Agilent may not be able to perform complete repairs at Customer's site. In these cases, the failed Product will be returned to an Agilent service center for repair.

**METRIC REVIEWS**

- 1) Quarterly Metric Reviews. 4-Star Remote Solution and 4-Star On-Site Solution Customers will receive Quarterly Metrics Reviews conducted via phone and/or WebEx. The content of the review and the schedule of the reviews will be defined in the Proactive Uptime Support Plan. The Quarterly Metric Review will be incorporated into the System Support Reviews defined in Section m) when appropriate.
- 2) Monthly Metric Reviews. 5-Star Remote Solution Customers will receive Monthly Metrics Reviews conducted via phone and/or WebEx. The content of the review and the schedule of the reviews will be defined in the Proactive Uptime Support Plan. The Monthly Metric Review will be incorporated into the System Support Reviews defined in Section m) when appropriate.

**SYSTEM SUPPORT REVIEWS**

- 1) Semi-Annual Standard System Support Review. 3-Star Remote Solutions and 3-Star On-Site Solution Customers will receive a Semi-Annual Standard System Support Review. For the Semi-Annual Standard System Support Review Service, an Agilent support engineer will contact Customer by phone to review the support activity and discuss any outstanding support issues.
- 2) Semi-Annual Detailed System Support Review. 4-Star Remote Solution, 4-Star On-Site Solution, and 5-Star Remote Solution Customers will receive a Semi-Annual Detailed System Support Review. For the Semi-Annual Detailed System Support Review, an Agilent support engineer will arrange to meet on-site to provide a detailed review of system support activities and may work with Customer to make recommendations to improve system up-time and hardware performance. Timing of these on-site reviews will be scheduled by mutual agreement between Customer and Agilent in the Proactive Uptime Support Plan.

**CUSTOMER INITIATED ON-SITE VISITS**

- 1) 5-Star Remote Solution Customers will be entitled to up to two (2) Customer initiated on-site visits per year to address System support issues. These Agilent support engineer visits will take place as soon as possible after the on-site visit request is received by the Agilent System Support Center. These on-site visits are intended to provide 5-Star Remote Solution Customers with backup assistance in the event the Customer's internal resources are unavailable to conduct repairs. These on-site visits will not exceed one day in length.
- 2) These on-site visits are not cumulative and will not roll over from year to year.

**PERIOD OF COVERAGE**

- 1) 8 Hour x 5 Days per Week. Coverage provided Monday through Friday during local business hours.
- 2) 16 Hour x 5 Days per Week. Coverage provided Monday through Friday for two (2) product shifts. Exact hours of coverage will be defined in the Proactive Uptime Support Plan.

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- 3) 24 Hour x 7 Days per Week.
  - I. Coverage provided Monday through Sunday around the clock.
  - II. Service Limitations. 24 Hours x 7 Days coverage availability may vary based on local resource availability.

**4. PREREQUISITES**

- a) Spares are equipment inventory used solely as backup units when the primary unit in a covered System is down for repair or calibration ("Spares"). It is Customer's responsibility to maintain Spares inventory as defined in the Proactive Uptime Support Plan.
  - 1) 4-Star Remote Solution, 4-Star On-Site Solution, and 5-Star Remote Solution Customers are required to maintain Spares inventory as defined in the Proactive Uptime Support Plan. This prerequisite does not apply to 3-Star Remote Solution and 3-Star On-Site Solution Customers.
  - 2) 4-Star Remote Solution and 4-Star On-Site Solution Customers may store the Spares at the Customer's site or at an Agilent site. 5-Star Remote Solution Customers must have Spares stored at the Customer's site.
  - 3) Customer must maintain Spares in operating condition and fully calibrated to affect an immediate repair.
- b) All Systems covered by this Exhibit must be maintained at the appropriate calibration intervals.

**5. CUSTOMER RESPONSIBILITIES**

To ensure the Services described in this Exhibit can be delivered effectively, the Customer must meet the following requirements:

- a) Owned Equipment. Customer must own or lease and have physical control of the Agilent covered Systems.
- b) Support Revision Levels. Customer must maintain Products within the Systems at Agilent-specified supported revision levels.
- c) Trained Individuals.
  - 1) For 3-Star Remote Solution, 4-Star Remote Solution, and 5-Star Remote Solution, Customer must have a designated System contact available per operational shift, adequately trained to perform self-maintenance. In order to repair specific Agilent equipment and to fulfill this requirement, Customer may have to take, complete, and pass a Customer training class through Agilent. This may include hardware maintenance training for diagnostics troubleshooting.
  - 2) For the 3-Star On-Site Solution and 4-Star On-Site Solution, Customer must have a designated System contact available per operational shift.
- d) Diagnostic and Maintenance Programs. Agilent diagnostic and maintenance programs must remain resident on Customer's System.

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- e) Secure Information. Customer is responsible for the security of its proprietary and confidential information.
- f) Use Limitation. Customer will ensure that all Agilent information obtained by Customer through these Services is used solely in Customer's organization and only for the purpose of maintaining Agilent equipment owned and leased by the Customer and covered under this Exhibit.
- g) Responsibility for Repairs.
  - 1) Customer must identify one Agilent trained individual, per operational shift, to act as the authorized caller for Customer's System. When Customer requires remote backup assistance or has a need for Agilent to authorize and/or order replenishment parts, only these authorized callers are eligible to contact the Agilent System Support Center.
  - 2) Customer's authorized callers must be able to assist end-users with questions for the support of the System. If the authorized callers are unable to assist the end-user, the authorized callers may contact the Agilent System Support Center.
  - 3) Customer must perform problem diagnosis following troubleshooting procedures set forth in Agilent training, training documentation, service and diagnostic manuals and service notes.
  - 4) If it has been diagnosed that a part failure has occurred and Agilent has confirmed and approved this failure, the Customer bears the responsibility to exchange the part/FRU and will return the failed part back to Agilent within 30 days of the diagnosis.
  - 5) Customer is solely responsible for all maintenance activities that Customer performs, whether based on Agilent information or otherwise.
  - 6) If Customer requests Agilent to come on site to perform hardware or System repairs that are not covered by the Service selected, Customer may purchase this Service on a per incident basis at Agilent's standard per incident service rates.
- h) Revision Levels. Customer must maintain all associated system hardware, software and firmware, at the Agilent-specified configuration and code revision level.
- i) Operating Supplies. Customer will provide Agilent support engineer with operating supplies and consumables, used by the System, such as paper, magnetic tapes, disk cartridges, ribbons, cards and similar items Customer would use during normal operation.
- j) Data Reconstruction. Customer is responsible for maintaining a procedure external to the System for reconstruction of lost or altered files, data, or programs.
- k) Customer Representative. An authorized Customer engineer must be present at Customer's site at all times when Services are being performed remotely or on site by Agilent.
- l) Diagnostics/Maintenance Software. Customer will allow Agilent support engineer to keep system diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and maintenance. Customer acknowledges that Customer has no ownership

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interest in the diagnostic hardware or software provided by Agilent and that Agilent support engineer may remove these programs and any Agilent-loaned diagnostic tools at the termination of this Service Agreement.

- m) Health Hazards. Customer must notify Agilent support engineer if any Systems covered under this Agreement are being used in an environment that poses a potential health hazard to Agilent personnel. Agilent may require such Systems to be maintained by Customer's personnel under Agilent supervision.
- n) Temporary Procedures. Customer is responsible for implementing temporary procedures or workarounds while permanent solutions are being sought.
- o) Service Notes Repairs. When Customer performs a service note repair, the Customer is responsible for the labor component of support and the Customer's labor is not reimbursable by Agilent. Agilent will provide the parts, however Customer is to provide all the necessary labor.
- p) Customer Safety. Customer must perform repairs in accordance with Agilent training instructions. Customer acknowledges that it is solely responsible for any electrical hazards associated with Customer's self-maintenance repairs and will not hold Agilent liable for property damage, bodily injury or death due to electrical hazards that are outside of Agilent's control.

**6. COPYRIGHT RESTRICTIONS**

- a) Documentation. All Agilent documentation provided hereunder including training materials, service and diagnostic manuals and updates, and service notes are copyrighted by Agilent.
- b) Training Materials. Customer will not reproduce any training materials without the prior written consent of Agilent.
- c) Service Notes and Documentation. Agilent grants Customer permission to reproduce one hardcopy of Agilent service notes for exclusive use by Customer engineer who has completed Agilent maintenance training.
- d) Restrictions. Customer will not modify, adapt, and prepare derivative or collective works, transfer, sell, sublicense, lease, distribute publicly, or in any manner commercially exploit the information Agilent provides.
- e) Copyright Notice(s). All copies including but not limited to magnetic, optical, or electronic copies made by Customer, must bear the copyright notice(s) contained in or on the original.

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**TEST AND MEASUREMENT SYSTEM SUPPORT SERVICE: Exhibit S0025**

TEST AND MEASUREMENT SYSTEM SUPPORT SERVICE

1. SCOPE

This Test and Measurement System Support Service Exhibit (referred to as the Exhibit) provides the terms and conditions under which Agilent Technologies (Agilent) will perform various support services (Support) to maintain in good operating condition the Agilent products (Products) covered under this service. Support services include repair, preventive maintenance, engineering improvements, and site environment surveys, along with any needed parts and materials. This Exhibit includes the general terms and conditions for all levels of Support as well as specific terms and conditions for the following Support service levels: Priority Plus Support Priority Support and Next Day Support. This Exhibit, along with Agilent's GSA Terms and Conditions and the terms set forth in Customer's quotation (Quotation), comprise the entire agreement between Customer and Agilent with regard to Support for Products.

2. GENERAL TERMS AND CONDITIONS

The general terms and conditions listed below apply to all levels of Support.

A. SERVICES INCLUDED

- 1) On-Site Service: Agilent will travel to Customer's site and provide all labor, parts and materials necessary to maintain Products in good operating condition. Replacement parts will be new or equivalent to new in performance; removed parts will become the property of Agilent. This service includes the following:
  - a) Repair Service. This service involves the diagnosis and correction of Product malfunctions and failures. Repair service will commence during the period of coverage and will continue uninterrupted, as long as reasonable progress is made, until Products are operational. If Agilent determines that additional parts or resources are required, service will be interrupted and will resume as soon as the parts or resources are available (the availability of Support levels at the time of order may vary, depending on local resources). For select Agilent instrument Products, Agilent may not be able to perform complete repairs at Customer's site. In these cases, Agilent will remove and transport these Products to and from an Agilent Customer Service Center for service. Upon return, Agilent will perform any necessary system verification tests to confirm proper on-site performance.
  - b) Preventive Maintenance (only for select Products). This service includes cleaning, adjusting, lubricating, inspecting, and testing Products that require preventive maintenance. Agilent will perform preventive maintenance on a mutually agreed upon schedule or coincident with repair service.
  - c) Engineering Improvements. Agilent may from time-to-time make engineering improvement modifications that it deems necessary to incorporate into Products. Such modifications will be performed at Agilent's expense on a mutually agreed upon schedule or coincident with repair service or preventive maintenance.
  - d) Site Environmental Survey. Agilent may periodically monitor the site environment and notify Customer of any required corrective action.
  - e) Extended Travel. Agilent can provide Support beyond Travel Zones 1, 2, and 3 (described in Schedule A to this Exhibit) only from a primary Agilent Test and Measurement Support Responsible Office (TMSRO). Response times for Travel Zones 4, 5, 6 and beyond are specified in Schedule A. There will be a charge for travel beyond Zone 5 based on the distance to the Customer's site.
- 2) Remote Support (only for select Products): Prior to any necessary on-site assistance, Agilent may initiate and perform remote diagnostics to facilitate problem resolution. Diagnostics will be performed only upon receipt of Customer's authorization. On some occasions, replacement parts will be shipped directly to Customer for installation.

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3) Product Warranty Upgrade: The service level of hardware Products carrying a 90-day warranty or one year Return-to-Agilent warranty may be upgraded on the date of purchase or lease by ordering Support if available. The service level ordered will be provided during the on-site warranty period. A one-year Return-to-Agilent warranty must be converted to a 90-day onsite warranty to qualify. Days of Coverage and on site response times can be upgraded for an additional charge during the warranty period for most hardware Products.

**B. OPTIONAL SERVICES**

Agilent provides the following optional services (subject to local resource availability) for an additional charge. Per-call options require Customer to have an open purchase order on file with Agilent specifying all persons authorized to request these services. Charges for contractual options will be added to monthly service charges.

1) Per Call Options:

a) After Coverage Hours Option. Support may be extended for a fixed charge on a per-call basis for hours and days beyond those covered by the Support service level selected by Customer. The charge and response time will vary depending on the time the service is requested and the level of Support purchased.

b) Per Call Services. Support Customers who require support or service not covered by this Exhibit, such as de-installations, may purchase one-time services at the Agilent System Support per-call service rate. This rate applies to such additional services performed only on Products covered under this Exhibit. For other products or equipment, such services may not be available or may be performed at different service rates.

2) Contractual Options:

a) Loaner Service. Select Agilent instrument products can be reserved on either an exclusive or a nonexclusive basis. With this service option, Agilent will own, reserve and maintain in Agilent facilities specified loaned equipment to minimize system downtime in the event Customer's corresponding equipment requires removal for repair or calibration. Any equipment loaned to Customer will be subject to Agilent's standard equipment loan terms, which will be made available to Customer at the time of any such loan.

b) Media Retention Service (only for Select Agilent Products). This option waives Agilent's right to maintain possession of a failed disk drive component on which sensitive data is stored.

**C. SERVICE LIMITATIONS**

1) Hardware, Software and Network Support. Any support services involving hardware, software, or network-related problems not covered by the contractual service ordered will be subject to Agilent's standard rates.

2) Maximum Use Limitations. Products operated in excess of their maximum usage rate (as specified in the data sheet or operating manual) cannot be covered by this Exhibit, but may be serviced at Agilent's standard service rates.

3) End of Support. Agilent is under no obligation to provide Support for Products that are beyond their specified support period.

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- 4) Non-Agilent Media, Supplies, and Consumables. Services do not include repairs to Products caused by use of non-Agilent media, supplies, and consumables or such items not designated for use with Products serviced under this Exhibit. If support services are required due to any of the above causes, Agilent may provide such services at Agilent's standard service rates.
- 5) Nonqualified Devices. Support under this Exhibit is provided only for qualified devices. Products not supplied or qualified by Agilent and products for which Customer does not allow Agilent to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow Agilent to service the qualified devices. If performance of Support is made more difficult or is impaired because of a non-qualified device, Agilent will charge Customer for additional service required as a result of that device at Agilent's standard service rates. Agilent is not responsible for qualifying, repairing or servicing design flaw or compatibility problems in qualified devices not supplied by Agilent.
- 6) Interfaces and Accessories. Agilent may cover cables, connectors, accessories and interfaces under the same hardware service level purchased for the Products with which they are used.
- 7) Protection of Data. Customer acknowledges that Agilent will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified devices serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

**D. PREREQUISITES**

Agilent will determine, in its sole discretion, whether Customer adequately meets the following prerequisites for Support ordered and described in this Exhibit.

- 1) Minimum System Configuration. Except for systems capable of diagnostic self-test, Agilent requires, at a minimum, that a Product include a central processing unit (CPU), a peripheral capable of reading standard Agilent diagnostics and verification tests, and a peripheral that allows Agilent to fully interact with the covered Products.
- 2) Uniform Coverage. All Products constituting the minimum system configuration must be covered under the same Support Service level.
- 3) Connectors and Cables. All Products must be interconnected by cables or connectors listed in the appropriate Agilent documentation as compatible with the CPU. For Products not meeting this requirement, service may be available at Agilent's standard service rates.
- 4) Software Support. All Products for which execution of diagnostic tests is software-dependent must, at a minimum, be covered by an Agilent software support service, if available, that provides periodic software updates.
- 5) Remote Support. For Agilent to provide remote support, Customer must allow Agilent remote access to eligible Agilent systems using the appropriate protocol and method supported by that system. Customer must provide the necessary equipment designated for that protocol and method of communication to provide Remote Access to the eligible Agilent system. Agilent will advise the customer what is required at the time of installation.

**E. CUSTOMER RESPONSIBILITIES**

- 1) Access. Customer will provide Agilent with the following:
  - a) Access to the Products;
  - b) Adequate working space and facilities within a reasonable distance of the Products;

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- c) Access to and permission to use all information, internal resources, and facilities determined necessary by Agilent to service the Products;
  - d) Access to eligible Agilent systems using the appropriate protocol and method supported by that system. (only for select Products).
- 2) Service Requests. Prior to placing a service request with Agilent, Customer may be required to run Agilent-supplied diagnostic programs.
  - 3) Revision Levels. Customer must maintain all associated system hardware and firmware, except PC systems, at the latest Agilent-specified configuration and code revision level. For PC systems, Customer must maintain all associated system hardware and firmware at a revision level specified by Agilent.
  - 4) Usage-Level Charges. Customer must allow Agilent to install or remove usage meters on specified electromechanical devices. Usage charges may be invoiced separately.
  - 5) Operating Procedure. Customer must follow routine operating procedures as specified in the Product operating manual.
  - 6) Operating Supplies. Customer will provide Agilent service personnel with operating supplies and consumables such as paper, magnetic tapes, disk cartridges, ribbons, cards and similar items Customer would use during normal operation.
  - 7) Data Reconstruction. Customer is responsible for maintaining a procedure external to the Products for reconstruction of lost or altered files, data, or programs.
  - 8) Customer Representative. A representative of Customer must be present at Customer's site at all times when services are being performed by telephone or on site by Agilent.
  - 9) Health Hazards. Customer must notify Agilent if any Products are being used in an environment that poses a potential health hazard to Agilent personnel. Agilent may require such Products to be maintained by Customer's personnel under direct Agilent supervision.
  - 10) Diagnostics/Maintenance Software (only for select Products). Customer will allow Agilent to run system diagnostic and maintenance programs resident on Customer's system or site for the exclusive purpose of performing diagnostics and maintenance on the Products. Customer acknowledges that Customer has no ownership interest in any such diagnostic hardware or software, that it may not use, remove, modify or in any way alter such programs, and that Agilent may remove these programs and any Agilent loaned modems or remote access devices upon termination of Support.
  - 11) Temporary Procedures. Customer is responsible for implementing temporary procedures or workarounds while Agilent is performing Support.
  - 12) Agilent Remote Access. Customer must allow Agilent remote access to eligible Agilent systems using the appropriate protocol and method supported by that system. Customer must provide the necessary equipment designated for that protocol and method of communication to provide Remote Access to the eligible Agilent system. Agilent will advise the customer what is required at the time of installation.

**3. ADDITIONAL SPECIFIC TERMS AND CONDITIONS**

**A. PRIORITY PLUS SUPPORT**

The following terms and conditions apply when Customer selects Priority Plus support.

- 1) Services Included:
  - a) Period of Coverage. Agilent will perform Priority Plus support twenty-four (24) hours per day, seven (7) days per week, including Agilent holidays.
  - b) On-Site Response Time. Priority Plus support provides four (4) hour response for Products located within Agilent travel zones 1, 2, or 3, measured from a primary TMSRO. Response Times for Products located in Agilent travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Response time is measured from the time a service request is received until the time Agilent arrives at a

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Customer's site. Products that arrive within Agilent travel zones 1, 2 or 3 of a secondary Agilent TMSRO may receive faster response than from the primary Agilent TMSRO, subject to local resource availability.

2) Limitations:

Travel Zones. Priority Plus support is available for installed Products located within 200 miles or 320 kilometers of a primary Agilent TMSRO. Availability beyond 200 miles or 320 kilometers is subject to local resource availability.

3) Prerequisites:

a) Minimum Monthly Billing. Customer must meet the Agilent-specified minimum monthly billing for all contractual support at a particular site in order to be eligible for Priority Plus support at that site.

b) Remote Support. If Remote Support is available on Customer's equipment, Customer must allow remote access in order to receive Priority Plus support.

**B. PRIORITY SUPPORT**

The following terms and conditions apply when Customer selects Priority support.

1) Services Included:

a) Period of Coverage. Agilent will perform Priority support between 8:00 AM and 9:00 PM (local time for that Agilent support facility), Monday through Friday, excluding Agilent holidays.

b) On-Site Response Time. Priority support provides four (4) hour response for calls received between 8:00 AM and 5:00 PM for Products located within Agilent travel zones 1, 2, or 3, measured from a primary TMSRO. Response Time is measured from the time a service request is received until the time Agilent arrives at Customer's site. For calls received after 5:00 PM, response time is measured from 8:00 AM the next business day. Response Times for Products located in Agilent travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Products that are within Agilent travel zones 1, 2, or 3 of a secondary Agilent TMSRO may receive faster response time than from the primary Agilent TMSRO, subject to local resource availability.

**C. NEXT DAY SUPPORT**

The following terms and conditions apply when Customer selects Next Day Support.

1) Services Included:

a) Period of Coverage. Agilent will perform Next Day Support between 8:00 AM and 5:00 PM (local time for that Agilent support facility), Monday through Friday, excluding Agilent holidays.

b) On-Site Response Time. Next Day support provides next-day response for calls received between 8:00 AM and 5:00 PM for Products located within Agilent travel zones 1, 2, or 3, measured from a primary TMSRO. Response Time is measured in elapsed coverage days from the day a service request is received until the day Agilent arrives at customer's site. Response Times for Products located in travel zones 4, 5, or 6 are specified in Schedule A to this Agreement. Products that are within Agilent travel zones 1, 2, or 3 of a secondary Agilent TMSRO may receive faster response than from the primary Agilent TMSRO, subject to local resource availability.

2) Optional Service:

Per Call Expedited Response Time. Depending upon local resource availability, Agilent may provide expedited response times on a per-call basis for an additional fixed charge. Per-call expedited services require Customer to have an open purchase order on file with Agilent specifying all persons authorized to request these services. If interested, Customer should contact the local Agilent support facility to verify if this service is available and to verify it can meet any required additional terms and conditions.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**TEST AND MEASUREMENT SYSTEM SUPPORT SERVICE: Exhibit S0025**

SCHEDULE A

AGILENT'S RESPONSE TIME FOR EXTENDED TRAVEL

Zone	Distance from Primary Agilent T&M Support Responsible Office	Response Time Priority Plus	Response Time Priority	Response Time Next Day
1,2,3	0-100 miles or 0-160 kilometers	<b>Best response, not to exceed 4 hours</b>	<b>Best response, not to exceed 4 hours</b>	<b>Next working day</b>
4, 5	101-200 miles or 161-320 kilometers	<b>8 hours</b>	<b>8 hours</b>	<b>1 additional coverage day</b>
6	201-300 miles or 321-480 kilometers	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.	2 additional coverage days
Other	Beyond 300 miles or 480 kilometers	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.	Established at time of order and subject to resource availability.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE: Exhibit S0029**

CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE

1. SCOPE

This Exhibit (“Exhibit”) provides the terms and conditions under which Agilent Technologies ("Agilent") will perform, at designated Agilent Customer Service Centers, the calibration of products ("Products") for which this service ("Service") has been ordered. Agilent may also be available to perform Service for non-Agilent Products. These Customer Return to Agilent Calibration and Service Options are governed by this Exhibit, the Agilent GSA Terms and Conditions and the quotation sent to Customer ("Customer's Quotation"). This Exhibit, the GSA General Terms and Conditions, and the Customer's Quotation comprise the entire service agreement ("Agreement") between Customer and Agilent with respect to Customer Return to Agilent Calibration and Options Service. In case of conflict between the terms of this Exhibit, the GSA Terms and Conditions, and Customer's Quotation, the order of precedence is as follows: this Exhibit, the GSA General Terms and Conditions, and Customer's Quotation.

2. SERVICE INCLUDED

- a) Calibration. Calibration consists of comparing the performance of the Customer's Products against standards of known accuracy. Either original manufacturer procedures or alternative procedures based on sound metrological practice will be followed. Adjustments needed to bring the Products within specification are included. Measurements made in conjunction with calibration are traceable to the appropriate national standards organization. Calibrations are performed at the manufacturer's recommended intervals, unless otherwise specified by Customer as a modified calibration interval option as set forth in Section 5.d. Products covered under this Agreement will be calibrated as necessary following any repair conducted by Agilent during the term of this Agreement.
- b) Return Shipment. Agilent will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee.
- c) Notification of Out-of-Tolerance Conditions. Agilent will notify Customer in writing when the test and measurement equipment used to calibrate Customer's Products has been found to have any significantly out-of-tolerance condition such that the Product may be in nonconformance.
- d) Out-of-Tolerance Re-calibration. Should Agilent evaluate and determine that Customer's Product is affected by a significantly out-of-tolerance condition of Agilent test and measurement equipment, Agilent will offer to recalibrate the affected Product at no charge.

3. DOCUMENTATION

- a) Industry Calibration.
  - 1. Agilent will furnish a calibration certificate verifying that the Product's performance with respect to Agilent defined functionality and test points, and the manufacturer's published specifications, was compared against standards of known accuracy. The certificate will include the environmental conditions measured at the time of calibration. The certificate will include all required elements as stated in the appropriate quality standard.
  - 2. Agilent will furnish a Calibration Measurement Report (“Calibration Measurement Report”) stating the measured Product's performance as shipped back to Customer. For an Out of Specification (“OOS”) Product not requiring a repair, the Calibration Measurement Report will reflect the measured Product's performance data after the adjustment has been made. If a repair

## **SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

### **CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE: Exhibit S0029**

is performed during the calibration process, the Calibration Measurement Report will reflect the measured Product's performance data after the repair and any subsequent adjustments have been made. A calibration label indicating calibration date, calibration due date, calibration event reference and Product serial number will be affixed to each Product.

b) **Inclusive Calibration.**

1. Agilent will furnish a calibration certificate verifying that the Product's performance, with respect to the manufacturer's published specifications, was compared against standards of known accuracy. The certificate will include the environmental conditions measured at the time of calibration. The certificate will include all required elements as stated in the appropriate quality standard.

2. Agilent will furnish a Calibration Measurement Report stating the measured Product's performance as shipped back to Customer. For an OOS Product not requiring a repair, the Calibration Measurement Report will reflect the measured Product's performance data after the adjustment has been made. If a repair is performed during the calibration process, the Calibration Measurement Report will reflect the measured Product's performance data after the repair and any subsequent adjustments have been made. A calibration label indicating calibration date, calibration due date, calibration event reference and Product serial number will be affixed to each Product.

3. When Inclusive Calibration "Plus" is ordered, in addition to the Calibration Measurement Report and label as stated in section 3.b.2 above, for any OOS Products Agilent will furnish an additional Calibration Measurement Report that reflects the Product's performance data prior to any adjustment performed during the Agilent calibration adjustment process and to the extent possible, performance data prior to any repair identified and made during the calibration process.

#### **4. TURN AROUND TIME**

Customer should call an Agilent Customer Service Center to schedule calibrations. Customer and an Agilent customer service representative will agree upon mutually convenient start and completion dates for such Service. Completion ship dates for this Service will be established when the order is created. Turnaround time is measured in elapsed workdays from the time the Product is received at the Agilent Customer Service Center until it leaves Agilent Customer Service Center.

#### **5. OTHER OPTIONAL CALIBRATION SERVICES**

Agilent can provide the following additional Services for an additional charge. Per-incident and contractual purchasing options may require Customer to have an open purchase order specifying all persons authorized to request such Services in advance of any service request.

a) **Z540 Calibration.** This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product's performance data prior to any Product's adjustment and the as shipped Calibration Measurement Report that is sent back to Customer and is included with all Agilent Calibrations as referenced in Section 3. Additionally, a Measurement Adequacy/Test Accuracy Ratio Addendum is also included.

b) **17025 Calibration.** This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product's performance data prior to any Product's adjustment and the as shipped Calibration Measurement Report that is sent back to Customer and is included with all Agilent Calibrations as referenced in Section 3. Additionally, the measurement uncertainties are provided on a measurement-by-measurement (point-by-point) basis.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE: Exhibit S0029**

- c) Accredited Calibration. This calibration includes any adjustments necessary to correct any OOS conditions unless these OOS conditions require a repair. For any Product requiring an adjustment, the Service includes a Calibration Measurement Report that reflects Product performance data prior to any Product adjustment and the as shipped Calibration Measurement Report that is sent back to the Customer and is included with all Agilent Calibrations as referenced in Section 3. Additionally, point-by-point accredited measurement uncertainty information is provided.
- d) Modified Calibration Interval. Agilent can provide Calibration Service at intervals other than normally recommended. These intervals are set and maintained by Customer in accordance with its quality system requirements.

**6. SERVICE LIMITATIONS**

- a) Product Eligibility. Only specifically designated Products are eligible for the Services. The Product operating manual specifies if a Product is eligible for such Services.
- b) Discontinued Products. Agilent may calibrate Products that are past their end of support date.
- c) Product Failure. If performance tests cannot be completed because of a Product failure (the OOS condition can not be corrected with an adjustment) Agilent will offer to perform repairs under an existing maintenance agreement, or at standard service rates prior to completing the calibration. Repairs not covered by an existing maintenance agreement require Customer to have an open purchase order specifying all persons authorized to request such service in advance of any request. Products requiring repair will be rescheduled and a new completion date established with Customer. When a repair is performed with a calibration, the Product will be re-calibrated and adjusted as necessary to bring the Product within specifications without an additional calibration charge.
- d) Protection of Data. Customer acknowledges that Agilent will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with Products serviced under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

**7. CUSTOMER RESPONSIBILITIES**

- a) Preparation. Customer is responsible for performing the following functions prior to having a covered Product returned for calibration:
  - 1. Call Agilent for a Return Material Authorization ("RMA"), providing the Customer Account Representative with the model number, serial number, control number, and return shipping address for the unit to be returned.
  - 2. Unless the Product will be delivered and picked up in person by Customer:
    - i) Package the Product carefully in the original shipping carton or a proper shipping carton.
    - ii) Ship the Product freight prepaid to the designated Agilent Customer Service Center.
- b) Operating Procedures. Customer will follow routine operator procedures as specified in the "Product" operating manual.

**8. EARLY TERMINATION & REFUNDS**

If Customer terminates coverage for Services under this Exhibit early, and if calibration Service has been partially delivered, Customer is responsible for prorated payment under this Agreement plus a \$200 fee. If calibration Service has not been delivered, Customer is entitled to a refund of the amount paid less a \$200 fee. The fee is applied even if it is a partial cancellation of the Agreement. Customer is responsible for scheduling calibration Service and ensuring all calibrations due are completed prior to contract expiration. Customer will not be entitled to a refund for calibration Service not performed during the contract

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE: Exhibit S0029**

coverage period due to failure to schedule in a timely manner. Agilent may provide calibration Service up to 30 days after the Agreement expires.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**ON-SITE CALIBRATION SERVICE: Exhibit S0030**

**ON-SITE CALIBRATION SERVICE**

**1. SCOPE**

This exhibit ("Exhibit") provides the terms and conditions under which Agilent Technologies Inc. ("Agilent") will perform, at Customer's site, calibration for Agilent instruments, non-Agilent instruments and measurement systems listed in the quotation sent to Customer ("Customer's Quotation"). A measurement system ("System") is considered to be an assembly of interconnected instruments that can perform a set of measurements not generally achievable using a single instrument. Instruments and Systems may be referred to separately or collectively in this Exhibit as equipment ("Equipment"). This On-Site Calibration Service (the "Service") is governed by this Exhibit, the GSA General Terms and Conditions and the Customer's Quotation. This Exhibit, the GSA General Terms and Conditions, and the Customer's Quotation comprise the entire Service Agreement ("Agreement") between Customer and Agilent with respect to On-Site Calibration Service provided by Agilent.

**2. SERVICES INCLUDED**

Agilent will travel to Customer's site and provide all labor necessary to calibrate the Equipment. The Service will include the following:

- a) Calibration. Calibration consists of comparing the performance of the Customer's Equipment against standards of known accuracy. Either original manufacturer procedures or alternative procedures based on sound metrological practice will be followed. Adjustments needed to bring the Equipment within specification will be made. Measurements made in conjunction with calibration are traceable to the appropriate national or international standards organization. Calibrations are performed at the manufacturer's recommended intervals, unless otherwise specified by Customer as a modified calibration interval option as set forth in Section 3.c. Equipment covered under the Agreement will be calibrated as necessary following any repair conducted by Agilent during the term of the Agreement.
- b) Documentation. A calibration certificate verifying that the Equipment meets the manufacturer's published specifications will be furnished. The certificate will include the environmental conditions measured at the time of calibration. Agilent will furnish a data report stating measured Equipment performance after completion of any adjustments and a System attachment, if applicable, that lists calibrated System components by model and serial number. A calibration sticker listing the calibration date will be placed on the Equipment.
- c) Return of Equipment to Agilent for Calibration. For Equipment that cannot be calibrated and or adjusted on-site, Agilent will remove and transport it to and from an Agilent Customer Service Center for calibration and or adjustment. Upon return, Agilent will perform, if applicable, any necessary System verification tests to confirm proper on-site performance.
- d) Coverage Period. Coverage hours will be those specified by an existing on-site Agilent maintenance agreement applicable to the covered Equipment. In the event that no on-site Agilent maintenance agreement applies, Agilent will schedule and perform the calibration Service at Agilent's current standard service rates during normal business hours, Monday through Friday, excluding Agilent holidays.
- e) Notification of Out-Of-Tolerance Conditions of Agilent's Test and Measurement Equipment. Agilent will notify Customer, in writing, when Agilent's test and measurement equipment used to calibrate the Equipment has been found to have, in Agilent's reasonable opinion, any significant out-of-tolerance condition that could cause the Equipment to be in nonconformance. If the Equipment, in

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**ON-SITE CALIBRATION SERVICE: Exhibit S0030**

Agilent's reasonable opinion, is affected by a significant out-of-tolerance condition of Agilent test and measurement equipment, Agilent will offer to recalibrate the affected Equipment at no charge.

**3. OPTIONAL SERVICES**

Upon request, Agilent may provide the following optional Services subject to local resource availability, for an additional charge. Per-incident options require Customer to have an open purchase order specifying all persons authorized to request such Service in advance of any service request.

- a) Extended Travel. Agilent may provide Service up to 50 miles from a primary Agilent Support Responsible Office. There will be a charge for travel beyond 50 miles based on the distance to Customer location.
- b) Per Incident After Coverage Hours. Agilent may provide Service on a per-incident basis beyond its normal business hours.
- c) Modified Calibration Interval. Agilent may provide calibration Service at intervals other than those intervals normally recommended.
- d) Instrument Controller. Agilent may provide an instrument controller for the purpose of executing standard Agilent calibration software for the covered Equipment if Customer is unable to provide it.

**4. SERVICE LIMITATIONS**

- a) Equipment Eligibility. Only specifically designated Equipment is eligible for Service under the Agreement.
- b) Discontinued Equipment. Agilent may calibrate Equipment that is past its end of support date.
- c) Equipment Failure. If performance tests cannot be completed because of an Equipment failure, Agilent will offer to perform repairs under existing maintenance agreement coverage or at standard service rates prior to completing the calibration. Repairs not covered by an existing maintenance agreement require Customer to have an open purchase order specifying all persons authorized to request such service in advance of any service request.
- d) Improper Environment. If measurement of Customer's on-site environment indicates nonconformance to the requirements of the applicable standards, Agilent will not perform the Service and Customer will be responsible to pay standard service rates for all travel and labor performed.
- e) Substitution of Components. Customer substitution of components of a calibrated System with components not listed on the System attachment to the calibration certificate will invalidate that System calibration and void any calibration certificate previously issued. Customer will indemnify and hold Agilent harmless against any claims, losses or damages arising as a result of Customer's unauthorized substitution of components.

**5. PREREQUISITES**

Agilent using its reasonable judgment will determine whether Customer adequately meets the following prerequisites for Services.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**ON-SITE CALIBRATION SERVICE: Exhibit S0030**

- a) **Minimum Configuration.** A System (or any of its components) must include at least the minimum configuration specified in the calibration procedure printed in the appropriate Agilent Equipment manual.
- b) **Uniform Coverage.** All instruments that are part of a System must be covered under the same Agilent On-Site Calibration Service Agreement.
- c) **Connectors and Cables.** All instruments that are part of a System must be interconnected by cables or connectors listed in the appropriate Agilent documentation as being compatible with such instruments.
- d) **Software.** All Agilent Equipments that depend on software for proper execution of calibration procedures must be running the most current revision of the software. Agilent may waive this requirement if the software allows proper execution of calibration procedures.

**6. CUSTOMER RESPONSIBILITIES**

- a) **Access.** Customer will provide Agilent with the following:
  - 1. Access to the Equipment covered under this Service.
  - 2. Adequate working space and facilities within a reasonable distance of the Equipment.
  - 3. Access to and use of all information and facilities determined necessary by Agilent to calibrate the covered Equipment.
- b) **Operating Procedures.** Customer will follow routine operating procedures as specified in Agilent's operating manuals for the Equipment.
- c) **Environmental Controls.** If necessary, Customer is responsible for providing and maintaining temperature and humidity recording devices in the area where Equipment is operated. Recordings from these devices will be kept on file and accessible to Agilent personnel.

**7. EARLY TERMINATION & REFUNDS**

- a) **Early Termination.** If coverage for Equipment under the Agreement is terminated early by either Customer or Agilent, Customer is responsible for complete payment of Service previously rendered during the term of the Agreement. If Customer fails to allow Agilent to finish Service previously requested or breaches the terms of this Agreement, Customer will be responsible for full payment, as if this Service had been completed.
- b) **Refunds.** Customer is responsible for scheduling calibration Service and ensuring all calibrations due are completed prior to this Agreement expiration. Customer will not be entitled to a refund for calibration Service not performed during this Agreement coverage period due to failure to schedule in a timely manner.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**AGILENT CUSTOMER RETURN REPAIR SERVICE: Exhibit S0039**

AGILENT CUSTOMER RETURN REPAIR SERVICE

1. SCOPE

This Exhibit S0039 ("Exhibit") describes the terms and conditions of the repair service by which Agilent Technologies, Inc. ("Agilent") will provide to Customer labor, parts, and materials necessary to maintain instrument products ("Products"), which are returned to Agilent. This Agilent return repair service as described in this Exhibit is subject to:

- The terms of this Exhibit, and
- The Agilent GSA General Terms and Conditions.

This Exhibit, the Agilent GSA General Terms and Conditions and the quotation sent to Customer comprise the entire Service Agreement ("Agreement") between Customer and Agilent.

2. SERVICES INCLUDED

- a) **Repair Service.** Agilent will provide the following services at designated Agilent Customer Service Centers. Agilent will provide all labor, parts, and materials necessary to maintain the Products covered under this Agreement in good operating condition. Replacement parts will be new or their equivalent; replaced parts will become the property of Agilent. Service will include the diagnosis and correction of Product malfunctions and failures. Repaired Products will be verified to confirm proper operation. Engineering improvement modifications may be installed at the time of repair. Services designed to minimize Product failure and extend useful product life, such as cleaning, adjusting, lubricating, inspecting, and testing, may also be performed at the time of repair.
- b) **Turnaround Time.** Turnaround time for these services will be determined in accordance with the scheduled repair time as set by the designated service center responsible for the Products except for intermittent failures that may require additional repair time. Turnaround time is measured in elapsed days from the time the Product is received at the Agilent Customer Service Center until return shipment. For a central service center, turnaround time is measured from time of receipt at the central service center.
- c) **Return Shipment.** Agilent will return Products covered under this Agreement to Customer at no charge for standard shipping methods. Charges for expedited shipment requested by Customer will be invoiced separately.
- d) **Coverage Period.** Services are performed at designated Agilent Customer Service Centers during Agilent's normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Agilent holidays.

3. SERVICE LIMITATIONS

- a) **Software and Network Support.** Any maintenance services involving software or network-related problems will be subject to Agilent's standard service rates unless the Products are covered by an appropriate contractual software or network support service.
- b) **Product Eligibility.** Only specifically designated Products are eligible for this Agreement.
- c) **Maximum Use Limitations.** Products operated in excess of their maximum usage rate (as specified in the data sheet or operating manual) will not be covered by this Agreement and will only be serviced on a time and materials basis.
- d) **Obsolete Products.** Agilent is under no obligation to provide the Agilent Customer Return Repair Service for Products that are beyond their specified support period.
- e) **Non-Agilent Media, Supplies, and Consumables.** Services do not include repairs to Products caused by use of non-Agilent media, supplies, and consumables or such items not designed for use with the Products serviced under this Agreement. If support services are required due to the causes above, Agilent will provide such services at Agilent's standard service rates.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**AGILENT CUSTOMER RETURN REPAIR SERVICE: Exhibit S0039**

f) Nonqualified Devices. Services are provided for qualified Products. Products not supplied or qualified by Agilent and Products for which Customer does not allow Agilent to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow Agilent to service the qualified Products. If performance of services is made more difficult or impaired because of a nonqualified device, Agilent will charge Customer for the increased efforts at Agilent's standard service rates.

g) Material not covered. Agilent is only responsible for service of qualified Products under this Agreement. Customer acknowledges that Agilent will not be responsible for the security, protection or safe return of information, data, software, packaging or other materials that may be provided by Customer together with qualified Products sent to Agilent but are not subject to service under this Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials and information.

**4. CUSTOMER RESPONSIBILITIES**

a) Preparation. Customer is responsible for performing the following functions prior to having a Product returned for service:

1. Perform all steps for self-test and trouble-shooting specified in the operating manual for the Product.
2. Provide in writing the model number, serial number, current failure symptoms, pertinent failure history, control number, and return address.
3. Unless the Product will be delivered and picked up in person by Customer:
  - a. Package the Product carefully in the original shipping carton or a proper shipping carton.
  - b. Ship the Product freight pre-paid and properly insured to the designated Agilent Customer Service Center.

b) Data Reconstruction. Customer is responsible for maintaining a procedure external to the Products for reconstruction of lost or altered files, data or programs.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**SSU PER INCIDENT SUPPLEMENTAL TERMS: Exhibit GSA-SSUPI**

PER INCIDENT SUPPLEMENTAL GSA TERMS

1. REPAIR

a. STREP (Standard Repair):

Prices quoted herein are Standard Repair (STREP) prices. Agilent reserves the right to determine which Products qualify for STREP pricing. STREP pricing does not apply to Products that have more than one unrelated failure or that have a malfunction caused by unauthorized changes to the unit, improper use outside the Product's specification, abuse, misuse, accidental damage, or acts of nature. Agilent will advise Customer if the Product does not qualify for STREP pricing.

b. Non STREP (Time & Materials) - Does not apply to GSA contract GS-24F-0806A.

Any product that does not qualify for the definition of STREP above are not covered by the terms and pricing of this contract.

c. No Trouble Found

Products sent in for repair that are found to be in good operating condition (No Trouble Found) are subject to a technical evaluation fee in the amount of US \$250.00 (US \$490.00 for Products that are required to be sent to the Factory).

d. End of Support

If Agilent discovers a Product failure that cannot be repaired or determines that parts are not available, Customer will pay, a technical evaluation fee in the amount of US \$250.00 (US \$490.00 for Products that are required to be sent to the Factory).

2. CALIBRATION

Products sent to Agilent for calibration that are determined by Agilent not to be in good operating condition will be subject to a fee in the amount of fifty (50%) percent of the calibration cost if repairs are not authorized by Customer or if Agilent is unable to repair the Product. Agilent will provide Customer with a revised quote for repair and calibration. Failure to accept the quote within the validity period will be considered a quote rejection and the Products will be returned to Customer.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS  
CUSTOMER SERVICE CENTERS**

Agilent Technologies United States Customer Service Centers

California

Agilent Technologies  
1421 S. Manhattan Avenue  
Fullerton, CA 92631  
Tel: 800-403-0801  
Fax: 888-857-8161

Agilent Technologies  
301 E. Evelyn Avenue  
Mountain View, CA 94041  
Tel: (800) 403-0801  
Fax: (888) 857-8161

Agilent Technologies  
Customer Service Center  
10090 Foothills Boulevard, Dock #1284  
Roseville, CA 95747  
Tel: (800) 403-0801  
Fax: (888) 857-8161

Colorado

Agilent Technologies  
24 Inverness Place East  
Englewood, CO 801 12  
Tel: 800-403-0801  
Fax: 888-857-8161

Georgia

Agilent Technologies (3108)  
2124 Barrett Park Drive, Suite A  
Kennesaw, GA 30114  
Tel: 800-403-0801  
Fax: 888-857-8161

Illinois

Agilent Technologies  
Customer Service Center  
545 E. Alogonquine Road  
Arlington Heights, IL 60005-4376  
Tel: (800) 403-0801  
Fax: (888) 857-8161

New Jersey

Agilent Technologies  
150 Green Pond Road  
Rockaway, NJ 07866  
Tel: 800-403-0801  
Fax: 888-857-8161

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS  
CUSTOMER SERVICE CENTERS**

Texas

Agilent Technologies  
930 E. Campbell Road  
Richardson, TX 75081  
Tel: 800-403-0801  
Fax: 888-857-8161

Service- Repair/Calibration

Agilent Technologies  
TMO Customer Support Center  
9780 S. Meridian Boulevard  
P.O. Box 4026  
Englewood, CO 80155-4026

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04**  
**SIN 627-2005 & 627-2006**

**TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES**

The purpose of these Professional Services Terms and Conditions ("Terms") is to set forth the mutually agreeable terms and conditions under which Agilent Technologies, Inc. ("Agilent") will perform Professional Services and provide Deliverables according to a Statement of Work.

**1. DEFINITIONS**

- a) "Change Order" means an agreed upon change or modification to the Deliverables, Professional Services or other material aspect of the Statement of Work.
- b) "Professional Services" (sometimes referred to as "Work") means such activities as analysis, design, planning, development, consulting, implementation, education, training and project management as described in the attached Statement of Work. Professional Services may also include other types of services described more specifically in the Statement of Work.
- c) "Customer's Personal Data" means Customer's personal data or other personal data in Customer's control, including but not limited to names, telephone numbers and e-mail addresses.
- d) "Deliverable(s)" means the tangible result(s) of the Professional Services provided by Agilent to Customer as described in the Statement of Work, and may include Software. Unless otherwise agreed, the term Deliverable(s) does not include custom hardware.
- e) "Software" means one or more computer programs in object code format and related documentation provided to Customer under these Terms.
- f) "Statement of Work" means the document(s) (including the Agilent quotation) to which these Terms are attached and which describe a specific project, engagement or assignment ("Project") for which Agilent will provide Professional Services to Customer.

**2. AGILENT OBLIGATIONS**

- a) Agilent will use reasonable commercial efforts to perform the Professional Services and provide the Deliverables specifically described in the Statement of Work in accordance with these Terms. The Statement of Work should address at least the following areas: Project description; scope of Professional Services; nature of Deliverables; price, payment and delivery schedules; acceptance criteria; and Project representatives. Professional Services for training activities ("Training Professional Services") will be provided in accordance with Agilent published training course descriptions, requirements and delivery schedules, unless otherwise agreed in the Statement of Work.
- b) Unless otherwise agreed in the Statement of Work, Professional Services will be performed during Agilent's normal business hours.
- c) Agilent will use reasonable commercial efforts to provide the Deliverables and perform the Professional Services in accordance with the delivery schedule specified in the Statement of Work. If no delivery schedule is specified, Agilent will perform Professional Services and provide Deliverables subject to Agilent personnel or equipment availability.
- d) *(GSA does not allow the subcontracting of work to be performed against the GSA contract.)*
- e) Agilent will appoint a representative to supervise and coordinate Agilent's performance of Professional Services. Agilent may change its representative at any time upon written notice to Customer.
- f) Unless otherwise agreed in the Statement of Work, Agilent is not responsible for providing support for any Deliverables.

**3. CUSTOMER OBLIGATIONS**

- a) Customer will comply in a timely manner with the general obligations specified below together with any specific Customer obligations described in the Statement of Work.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04**  
**SIN 627-2005 & 627-2006**

- b) Customer acknowledges that Agilent's ability to deliver the Professional Services is dependent upon Customer's full and timely cooperation with Agilent, as well as the accuracy and completeness of any information and data Customer provides to Agilent. Therefore, Customer will:
  - 1) provide Agilent with access to, and use of, all information, data, documentation, computer time, facilities, working space and office services deemed necessary by Agilent; and
  - 2) appoint a representative who will provide professional and prompt liaison with Agilent, have the necessary expertise and authority to commit Customer, and meet with the Agilent representative at agreed upon intervals.
- c) Customer will be responsible for maintaining an external procedure for reconstruction of lost or altered files, data or programs to the extent deemed necessary by Customer, and for actually reconstructing any such materials.
- d) In the event the delivery schedule specified in the Statement of Work is delayed for reasons attributable to Customer, Agilent may adjust the affected delivery schedule accordingly.
- e) Customer will be responsible at all times for the supervision, management and control of the Deliverables and any results obtained from the Deliverables, including without limitation all responsibility for maintenance of proper machine configuration, audit controls, operating methods, error detection and recovery procedures, back-up plans, security, insurance, maintenance and all other activities necessary to enable Customer to use the Deliverables.
- f) Unless otherwise set forth in the Statement of Work, Customer will be responsible for obtaining all applicable permits, licenses, zoning approvals, etc. that may be required for a particular Project.

**4. PRICE AND PAYMENT**

- a) Prices for Professional Services and Deliverables will be specified in the Statement of Work. Prices are valid for the period indicated on the quotation. Prices include all materials and labor expenses, but do not include any sales, value added or similar taxes, or customs duties. Such taxes and duties, when applicable, will be added to Agilent 's invoices.
- b) Agilent will issue invoices in accordance with the payment schedule specified in the Statement of Work. Unless otherwise indicated in the Statement of Work, charges for travel expenses may be invoiced separately. Customer will pay all invoices within thirty (30) days from the date of invoice. Agilent may change credit terms at any time should Customer's financial condition or previous payment record so warrant.
- c) Agilent may discontinue performance if Customer fails to pay any sum due, or fails to perform under these Terms if, after ten (10) days written notice, the failure has not been cured.

**5. CHANGE ORDERS AND ORDER CANCELLATION**

- a) All Change Orders must be in writing, and set forth the details of the modification and any adjustments to the price, delivery schedule, payment schedule, Professional Services, and acceptance tests and criteria.
- b) All Change Orders must be mutually agreed by the parties in writing. Pending such agreement, Agilent will continue to perform and be paid as if such Change Order had not been requested or recommended, provided that if either party proposes a Change Order which, in Agilent 's judgment, represents a material change in the Professional Services or Deliverables and such Change Order remains outstanding for thirty (30) days or is rejected by Customer, Agilent will have the right to terminate these Terms pursuant to Section 12(b)(2) below.
- c) Unless otherwise agreed in the Statement of Work, Customer may cancel Professional Services by providing written notice of cancellation to Agilent as follows:

## **SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

### **TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04 SIN 627-2005 & 627-2006**

- 1) Professional Services other than Training Professional Services: Customer may cancel Professional Services (other than Training Professional Services) at no charge by providing Agilent with written notice of cancellation at least ten (10) business days before Work is scheduled to commence. Otherwise, Customer will pay cancellation charges as follows:
  - (a) If Customer cancels Professional Services less than ten (10) business days before Work is scheduled to commence, Customer will pay fifty percent (50%) of the total amount that would have been due pursuant to the Statement of Work.
  - (b) If Customer cancels Professional Services after Agilent has commenced Work, Customer will pay:
    - i) for all Work performed, and charges and expenses that Agilent incurred before receiving Customer's notice of cancellation; and ii) fifty percent (50%) of the remaining amount that would have been due pursuant to the Statement of Work.
- 2) Training Professional Services: Customer may cancel Training Professional Services by providing Agilent with written notice of cancellation at least ten (10) business days before training is scheduled to commence. Otherwise, Customer will pay cancellation charges as follows:
  - (a) If Customer cancels Training Professional Services less than ten (10) business days before training is scheduled to commence, Customer will pay a cancellation charge of fifty percent (50%) of the total amount that would have been due pursuant to the Statement of Work.
  - (b) If Customer cancels Training Professional Services on the date that training is scheduled to commence, or fails to attend training without providing notice of cancellation, Customer will pay the total amount that would have been due pursuant to the Statement of Work.
  - (d) Agilent reserves the right to cancel Training Professional Services by providing Customer written notice of cancellation at least ten (10) business days before training is scheduled to commence. Agilent will refund any prepayments made by Customer for such Training Professional Services, which will constitute Customer's sole and exclusive remedy for Agilent's cancellation. Agilent will use reasonable commercial efforts to provide Customer with priority status for subsequent Training Professional Services.

## 6. ACCEPTANCE

- a) Acceptance of Deliverables will occur upon the earlier of:
  - 1) the date Agilent demonstrates to Customer, by the successful completion of acceptance tests or otherwise, that the Deliverables substantially conform to the acceptance criteria specified in the Statement of Work; or
  - 2) the date that Customer uses the Deliverables for any purpose other than performing acceptance tests. Acceptance of Professional Services will occur upon Agilent's performance of such Professional Services. Correction of any non-conformance will be performed pursuant to Sections 7(d) and 7(e) below.
- b) Acceptance will not be delayed for any minor non-conformance with the requirements specified in the Statement of Work. Following acceptance, Agilent will use reasonable commercial efforts to correct any minor non-conformance that appears during acceptance testing.
- c) If acceptance testing is delayed for reasons attributable to Customer, acceptance will be deemed to occur on the tenth (10<sup>th</sup>) day after notice by Agilent that the Deliverable is ready for acceptance testing.

## 7. WARRANTIES

- a) Agilent warrants that Professional Services will be provided in a professional and workmanlike manner. Agilent will re-perform any Professional Services not performed in accordance with the foregoing warranty, provided that Agilent receives notice from Customer within thirty (30) days after such Professional Services were performed.
- b) Agilent warrants that Deliverables will substantially conform to the acceptance criteria specified in the Statement of Work for a period of ninety (90) days from the date of acceptance.

## **SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

### **TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04 SIN 627-2005 & 627-2006**

- c) Agilent does not warrant that the operation of Deliverables will be uninterrupted or error free or conform to any reliability or performance standards beyond those specified in the acceptance criteria. Agilent also does not warrant that Deliverables will be compatible with future Agilent products or those of other vendors.
- d) If Agilent receives notice during the warranty period of any substantial non-conformance with the acceptance criteria that materially impairs the functioning of a Deliverable, Agilent will, at its option, either correct such non-conformance or provide a work-around which substantially remedies the non-conformance.
- e) If Agilent is unable within a reasonable time to comply with the foregoing obligations, Agilent will refund a reasonable portion of the price stated in the Statement of Work upon prompt return of the affected Deliverable to Agilent, or delivery to Agilent of proof of the destruction of the affected Deliverable.
- f) The above warranties will not apply in the event of deemed acceptance under Sections 6(a)(2) or 6(c) above, or to defects or non-conformances resulting from improper or inadequate maintenance, site preparation, installation, repair or calibration performed by Customer or a third party not authorized by Agilent; Customer or third party supplied hardware or software, interfacing, or supplies; unauthorized modification; improper use or operation of Deliverables or any portion thereof, or Customer's failure to comply with the applicable environmental specification; abuse, negligence or accident.
- g) **THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **8. LICENSES TO DELIVERABLES**

- a) Unless otherwise agreed in writing, when Agilent supplies Customer with a Deliverable that in whole or in part consists of Software (sometimes referred to in Sections 8 and 9 as a "Software Deliverable"), such Software Deliverable will be supplied in object code form only.
- b) Upon Customer acceptance of a Deliverable, Agilent grants Customer a non-exclusive, worldwide, perpetual license to use such Deliverable for its own internal business purposes. Customer's license confers no title or ownership in the Deliverable and no rights in any associated Software Deliverable source code, and will not be construed as a sale of any rights in the Deliverable or the media on which it is recorded or printed.
- c) Customer's license is transferable upon Agilent's receipt of the name, address and location of transferee and payment of any applicable fees to the extent permissible under local laws. Customer will immediately upon transfer deliver all copies of the Software to the transferee. The transferee must agree in writing to Agilent's Software license terms. In addition, Customer's license terms will be binding on involuntary transferees, notice of which is hereby given. Customer's license will automatically terminate upon transfer.
- d) Absent prior written authorization from Agilent, Customer may only make copies of Deliverables for archival purposes, or when copying is an essential step in the authorized use of a Software Deliverable on a backup controller, processor or other hardware device. Customer will label each copy of Deliverables made under this Section 8(d) with the copyright notice that appears on the original.
- e) The Software Deliverable is owned and copyrighted by Agilent or its third party suppliers. Agilent and its third party suppliers retain all right, title and interest, including copyrights, in the Software Deliverables. Third party suppliers may protect their rights in the Software Deliverables in the event of any violation of these license terms.
- f) Customer's license does not include the right to updates, upgrades or other enhancements to a Deliverable.

## **SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**

### **TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04 SIN 627-2005 & 627-2006**

- g) Customer will not disassemble or otherwise modify any Software Deliverable without written authorization from Agilent, except as permitted by law. Customer may not copy the Software Deliverable onto any public or distributed network.
- h) Agilent may terminate Customer's license in any Deliverables upon notice for breach of these Terms. Customer must destroy all copies of the Software Deliverable immediately upon notice of termination.
- i) Software and technical data rights granted to the federal government include only those rights customarily provided to end user Customers. Agilent provides this customary commercial license in Software and technical data pursuant to FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

## **9. INTELLECTUAL PROPERTY RIGHTS**

- a) Subject to the licenses provided in these Terms, each party will retain all copyrights, trade secrets, trademarks and other intellectual property rights in its pre-existing intellectual property.
- b) Customer grants Agilent a non-exclusive, worldwide, royalty-free license to use, copy, make derivative works of, distribute, display, disclose, perform and transmit Customer's pre-existing copyrighted works or other intellectual property rights necessary for Agilent to perform its obligations under these Terms. To the extent any of Customer's pre-existing intellectual property is incorporated within any Deliverable, Customer grants to Agilent a non-exclusive, worldwide, perpetual, non-cancelable, royalty-free, transferable license to make, have made, sell, offer for sale, copy, make derivative works of, distribute, display, disclose, perform, import and sublicense such pre-existing intellectual property.
- c) Agilent will own all copyrights, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to all Works (including computer programs, Deliverables and Software Deliverables) developed for purposes of these Terms.

## **10. REMEDIES AND LIABILITIES**

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, lost profits, or cost of cover) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) To the extent that limitation of liability is permitted by law, Agilent's liability to Customer is limited to US \$1,000,000 or the amounts paid to Agilent under these Terms, whichever is less, except that Agilent's obligation to make warranty refunds under Section 7(e) is limited to the amount paid for the non-conforming Deliverable.
- c) The limitations set forth in Sections 10(a) and 10(b) above will not apply to damages for bodily injury or death.
- d) The remedies in these Terms are Customer's sole and exclusive remedies.

## **11. CONFIDENTIAL INFORMATION**

Agilent and Customer agree that all information exchanged between them is not confidential unless they have entered into a separate confidential disclosure agreement.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04**  
**SIN 627-2005 & 627-2006**

12. TERM AND TERMINATION

- a) These Terms will commence on the effective date of the Statement of Work and will continue (unless terminated earlier) until both parties have fulfilled all of their obligations, including warranty obligations.
- b) These Terms may be terminated immediately upon notice in writing:
  - 1) by either party if the other party is in material breach of any of its obligations hereunder and fails to remedy such breach within thirty (30) days of receipt of a written notice by the other party which specifies the material breach or
  - 2) by Agilent, in the absence of mutual agreement regarding a Change Order which represents a material change under Section 5(b), or if Customer fails to pay any sums due under these Terms within the time period specified in Section 4(c).
- c) The Terms will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.
- d) Except as provided above in Section 5, upon termination of these Terms, Customer will pay Agilent for all Work performed and charges and expenses incurred by Agilent up to the date of termination, and Customer will receive all Work in progress for which Customer has paid. Should the sum of such amounts be less than any advance payment received by Agilent, Agilent will refund the difference within thirty (30) days of receipt of an invoice from Customer.
- e) Provisions herein which by their nature extend beyond the term of this agreement will remain in effect until fulfilled.

13. GENERAL

- a) These Terms do not cover standard Agilent hardware and software products sold or licensed to Customer. Any such transactions will be governed by the terms of Agilent's GSA General Terms and Conditions.
- b) Agilent and any of its subcontractors will, when at the Customer's site, conduct their activities so that their equipment, working conditions and methods are safe and without risk to health for their own and Customer's employees as well as for any other users of the Customer's site.
- c) Agilent may provide the same or similar Professional Services and Deliverables to other customers.
- d) Nothing contained in these Terms will be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.
- e) Customer may not assign or transfer this agreement without Agilent's prior written consent. Any attempted assignment or transfer without such consent will be void.
- f) Customer who exports, re-exports or imports Deliverables, technology or technical data purchased hereunder assumes responsibility for complying with applicable U.S. and other laws and regulations, and for obtaining required export and import authorizations. Customer will comply with U.S. and other laws and regulations prohibiting transfers, exports and re-exports to certain end-users and destinations or for certain end-uses, unless written authorization is obtained from the appropriate government. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- g) For Professional Services performed at Customer's site, Customer is responsible for screening all employees and other individuals who may receive technology or technical data from Agilent under U.S.

**SUPPORT SERVICES SPECIFIC TERMS AND CONDITIONS**  
**TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES: Exhibit TM04**  
**SIN 627-2005 & 627-2006**

export control laws, and for determining whether any such person is a) not a U.S. person as defined under the Export Administration Regulations (e.g., U.S. citizen, U.S. legal permanent resident); b) on the Denied Person's List, Specially Designated Nationals and Blocked Persons List, or any other list published by the U.S. Government (collectively "Lists of Designated Parties"). Customer will notify Agilent in writing prior to Agilent's arrival at the Customer site if any employee or individual is not a U.S. person or is on any of the Lists of Designated Parties. Customer agrees to indemnify and hold harmless Agilent and its subcontractors from all loss, damage, expense or liability that may arise out of any breach in this section.

h) Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control.

i) All notices required under or regarding these Terms will be in writing and will be considered given upon personal delivery of a written notice to the Agilent representative or Customer representative designated in the Statement of Work, or within five (5) days of mailing, postage prepaid and appropriately addressed.

j) Neither party's failure to exercise any of its rights under these Terms will be deemed a waiver or forfeiture of those rights.

k) To the extent that any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

l) The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

m) Disputes arising in connection with these Terms will be governed by the laws of the State of California.

n) Agilent will store and use any of Customer's Personal Data in accordance with Agilent's privacy practices, which are available upon request or from [www.agilent.com](http://www.agilent.com) – Privacy Statement. Agilent will not sell, rent or lease Customer's Personal Data to others. Customer agrees that Agilent may forward Customer's Personal Data to other Agilent entities or business partners (including agents, resellers and subcontractors) solely to conduct business activities, including communication with third parties (such as the handling of orders, advertising campaigns or market research). Customer agrees that Agilent and its entities may store and use Customer's Personal Data in all countries where Agilent and its entities do business. Customer represents and Agilent acknowledges Customer's representation that consent from individual data subjects has been obtained or is not needed.

o) Deliverables are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Customer is solely liable if Deliverables purchased by Customer are used for these applications. Customer will indemnify and hold Agilent harmless from all loss, damage, expense or liability in connection with such use.

p) In the event of conflict between the provisions of these Terms and the Statement of Work, the provisions of these Terms will to the extent of such conflict take precedence.

q) These Terms and the Statement of Work constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Terms. Customer's additional or different terms and conditions will not apply. Customer's order will constitute Customer's acceptance of these Terms, which may not be changed except by an amendment signed by an authorized representative of each party.

DOMESTIC POINTS OF PRODUCTION

Colorado Springs, El Paso County, Colorado  
 Lake Stevens, Snohomish County, Washington  
 Liberty Lake, Spokane County, Washington  
 Loveland, Latimer County, Colorado  
 Santa Clara, Santa Clara County, California  
 Santa Rosa, Sonoma County, California

APPENDIX A: PRODUCTS MANUFACTURED IN A FOREIGN COUNTRY

Item Nbr	Country	11884D	Singapore*	16008B	Singapore*
1142A	Singapore*	11900B	Singapore*	16034E	Singapore*
11500D	Singapore*	11901A	Singapore*	16034G	Singapore*
11533A	Singapore*	11901B	Singapore*	16034H	Singapore*
11581A	Singapore*	11902A	Singapore*	16043A	Singapore*
11582A	Singapore*	11902B	Singapore*	16043B	Singapore*
11583C	Singapore*	11903B	Singapore*	16044A	Singapore*
11612A	Singapore*	11903C	Singapore*	16047A	Singapore*
11612B	Singapore*	11903D	Singapore*	16047D	Singapore*
11612T	Singapore*	11904C	Singapore*	16047E	Singapore*
11612V	Singapore*	11906A	Singapore*	16048A	Singapore*
11667A	Singapore*	11906C	Singapore*	16048B	Singapore*
11667B	Singapore*	11930A	Singapore*	16048D	Singapore*
11679A	Singapore*	11930B	Singapore*	16048E	Singapore*
11683A	Singapore*	11974A	Singapore*	16060A	Singapore*
11708A	Singapore*	11974Q	Singapore*	16064B	Singapore*
11713A	Singapore*	11974U	Singapore*	16065A	Singapore*
11716A	Singapore*	11974V	Singapore*	16065C	Singapore*
11716C	Singapore*	15432B	Germany	16085B	Singapore*
11730A	Singapore*	15433B	Germany	16089A	Singapore*
11730B	Singapore*	15434B	Germany	16089B	Singapore*
11730C	Singapore*	15435A	Germany	16089C	Singapore*
11730D	Singapore*	15442A	Germany	16089D	Singapore*
11730E	Singapore*	15446A	Germany	16089E	Singapore*
11730F	Singapore*	15447A	Germany	16092A	Singapore*
11742A	Singapore*	15512A	United Kingdom	16093A	Singapore*
11850C	Singapore*			16093B	Singapore*
11850D	Singapore*	15670A	Singapore	16094A	Singapore*
11851B	Singapore*	15722A	Singapore	16095A	Singapore*
11852B	Singapore*	15827A	Singapore	16117B	Singapore*
11857B	Singapore*	15851A	Singapore	16117C	Singapore*
11857D	Singapore*	16005B	Singapore*	16117E	Singapore*
11867A	Singapore*	16005D	Singapore*	16118A	Singapore*
11878A	Singapore*	16006A	Singapore*	16191A	Singapore*
11884B	Singapore*	16007A	Singapore*	16192A	Singapore*
11884C	Singapore*	16007B	Singapore*	16194A	Singapore*

**MANUFACTURED IN FOREIGN COUNTRY**

**APPENDIX A**

16196A	Singapore*	1682A	Singapore*	34946A	Singapore*
16196B	Singapore*	1682AD	Singapore*	34947A	Singapore*
16196C	Singapore*	1683A	Singapore*	34950A	Singapore*
16197A	Singapore*	1683AD	Singapore*	34951A	Singapore*
16200B	Singapore*	16900A	Singapore*	34952A	Singapore*
16314A	Singapore*	16902A	Singapore*	34959A	Singapore*
16315A	Singapore*	16903A	Singapore*	34970A	Singapore*
16316A	Singapore*	1690A	Singapore*	34980A	Singapore*
16317A	Singapore*	1690AD	Singapore*	3499A	Singapore*
16334A	Singapore*	16910A	Singapore*	3499B	Singapore*
16338A	Singapore*	16911A	Singapore*	3499C	Singapore*
16339A	Singapore*	1691A	Singapore*	35670A	Singapore*
16353A	Japan	1691AD	Singapore*	37907A	Singapore
16353H	Japan	1692A	Singapore*	37908A	Singapore
16431A	Japan	1692AD	Singapore*	41501B	Japan
16432A	Japan	1693A	Singapore*	4155C	Japan
16433A	Japan	1693AD	Singapore*	4155CU	Japan
16435A	Japan	16950A	Singapore*	4156C	Japan
16440A	Japan	33120A	Singapore*	4156CU	Japan
16441A	Japan	33220A	Singapore*	4157B	Japan
16442A	Japan	33250A	Singapore*	41800A	Singapore*
16442B	Japan	33330B	Singapore*	41802A	Singapore*
16443A	Japan	33330C	Singapore*	41900A	Singapore*
16444A	Japan	33391C	Singapore*	41901A	Singapore*
16451B	Singapore*	34141A	Singapore*	423B	Singapore*
16452A	Singapore*	34401A	Singapore*	4263B	Singapore*
16453A	Singapore*	34420A	Singapore*	4279A	Singapore*
16454A	Singapore*	346A	Singapore*	42841A	Singapore*
16493B	Japan	346B	Singapore*	42842A	Singapore*
16493G	Japan	346C	Singapore*	42842B	Singapore*
16493H	Japan	34901A	Singapore*	4284A	Singapore*
16493J	Japan	34902A	Singapore*	4285A	Singapore*
16493K	Japan	34903A	Singapore*	4287A	Singapore*
16493L	Japan	34904A	Singapore*	42941A	Singapore*
16493N	Japan	34905A	Singapore*	42942A	Singapore*
16494A	Japan	34906A	Singapore*	4294A	Singapore*
16494B	Japan	34907A	Singapore*	432A	Singapore*
16495C	Japan	34908A	Singapore*	4338B	Singapore*
16495D	Japan	34921A	Singapore*	4339B	Singapore*
16495F	Japan	34922A	Singapore*	4349B	Singapore*
16495G	Japan	34923A	Singapore*	4395A	Singapore*
16495H	Japan	34924A	Singapore*	43961A	Singapore*
16495J	Japan	34925A	Singapore*	4396B	Singapore*
16495K	Japan	34931A	Singapore*	44470A	Singapore*
16720A	Singapore*	34932A	Singapore*	44470D	Singapore*
1672G	Singapore*	34933A	Singapore*	44471A	Singapore*
16760A	Singapore*	34937A	Singapore*	44471D	Singapore*
1680A	Singapore*	34938A	Singapore*	44472A	Singapore*
1680AD	Singapore*	34941A	Singapore*	44473A	Singapore*
1681A	Singapore*	34942A	Singapore*	44474A	Singapore*
1681AD	Singapore*	34945A	Singapore*	44475A	Singapore*

**MANUFACTURED IN FOREIGN COUNTRY**

**APPENDIX A**

44476A	Singapore*	6063B	Singapore*	6642A	Singapore*
44476B	Singapore*	6541A	Singapore*	6643A	Singapore*
44477A	Singapore*	6542A	Singapore*	6644A	Singapore*
44478A	Singapore*	6543A	Singapore*	6645A	Singapore*
44478B	Singapore*	6544A	Singapore*	6651A	Singapore*
44480A	Singapore*	6545A	Singapore*	6652A	Singapore*
44480B	Singapore*	6551A	Singapore*	6653A	Singapore*
44481A	Singapore*	6552A	Singapore*	6654A	Singapore*
44481B	Singapore*	6553A	Singapore*	6655A	Singapore*
44483A	Singapore*	6554A	Singapore*	6671A	Singapore*
44484A	Singapore*	6555A	Singapore*	6672A	Singapore*
44485A	Singapore*	6571A	Singapore*	6673A	Singapore*
44487A	Singapore*	6572A	Singapore*	6674A	Singapore*
478A	Singapore*	6573A	Singapore*	6675A	Singapore*
53131A	Singapore*	6574A	Singapore*	6680A	Singapore*
53132A	Singapore*	6575A	Singapore*	6681A	Singapore*
53181A	Singapore*	66000A	Singapore*	6682A	Singapore*
53310A	Singapore*	66101A	Singapore*	6683A	Singapore*
537A	Singapore*	66102A	Singapore*	6684A	Singapore*
54621A	Singapore*	66103A	Singapore*	6690A	Singapore*
54621D	Singapore*	66104A	Singapore*	6691A	Singapore*
54622A	Singapore*	66105A	Singapore*	6692A	Singapore*
54622D	Singapore*	66106A	Singapore*	6811B	Singapore*
54624A	Singapore*	6611C	Singapore*	6812B	Singapore*
54641A	Singapore*	6612C	Singapore*	6813B	Singapore*
54641D	Singapore*	6613C	Singapore*	6950L	Singapore*
54642A	Singapore*	6614C	Singapore*	772D	Singapore*
54642D	Singapore*	6621A	Singapore*	773D	Singapore*
54754A	Singapore*	6622A	Singapore*	81000BA	Germany
54830D	Singapore*	6623A	Singapore*	81000FI	Germany
54831B	Singapore*	6624A	Singapore*	81000HI	Germany
54831D	Singapore*	6625A	Singapore*	81000KI	Germany
54832B	Singapore*	6626A	Singapore*	81000LI	Germany
54832D	Singapore*	6627A	Singapore*	81000NI	Germany
54833A	Singapore*	6628A	Singapore*	81000PA	Germany
54833D	Singapore*	6629A	Singapore*	81000PI	Germany
54852A	Singapore*	66309B	Singapore*	81000UM	Germany
54853A	Singapore*	66309D	Singapore*	81000VA	Germany
54854A	Singapore*	66311B	Singapore*	81000VI	Germany
54855A	Singapore*	66311D	Singapore*	81001FA	Germany
6010A	Singapore*	66312A	Singapore*	81001KA	Germany
6011A	Singapore*	66319B	Singapore*	81001LA	Germany
6012B	Singapore*	66319D	Singapore*	81001MA	Germany
6015A	Singapore*	6631B	Singapore*	81001PA	Germany
6030A	Singapore*	66321B	Singapore*	81001ZA	Germany
6031A	Singapore*	66321D	Singapore*	81002LI	Germany
6032A	Singapore*	6632B	Singapore*	81003LA	Germany
6033A	Singapore*	66332A	Singapore*	81003TD	Germany
6035A	Singapore*	6633B	Singapore*	81010BL	Germany
6038A	Singapore*	6634B	Singapore*	81050BL	Germany
6060B	Singapore*	6641A	Singapore*	81101A	Germany

**MANUFACTURED IN FOREIGN COUNTRY**

**APPENDIX A**

81104A	Germany	81980A	Germany	8495G	Singapore*
81105A	Germany	81989A	Germany	8495H	Singapore*
81110A	Germany	83006A	Singapore*	8495K	Singapore*
81111A	Germany	83017A	Singapore*	8496A	Singapore*
81112A	Germany	83018A	Singapore*	8496B	Singapore*
81130A	Germany	83020A	Singapore*	8496G	Singapore*
81131A	Germany	83050A	Singapore*	8496H	Singapore*
81132A	Germany	83051A	Singapore*	8497K	Singapore*
81133A	Germany	83059A	Singapore*	8498A	Singapore*
81134A	Germany	83059C	Singapore*	85022A	Singapore*
8114A	Germany	83437A	Germany	85024A	Singapore*
8133A	Germany	83554A	Singapore*	85025A	Singapore*
81570A	Germany	83555A	Singapore*	85025B	Singapore*
81571A	Germany	83556A	Singapore*	85025C	Singapore*
81576A	Germany	83557A	Singapore*	85025D	Singapore*
81577A	Germany	83558A	Singapore*	85025E	Singapore*
81578A	Germany	84115EM	Singapore*	85027A	Singapore*
81600B	Germany	8470B	Singapore*	85027B	Singapore*
81610A	Germany	8472B	Singapore*	85027C	Singapore*
81610CC	Germany	8473B	Singapore*	85027D	Singapore*
81613A	Germany	8473C	Singapore*	85027E	Singapore*
81618A	Germany	8473D	Singapore*	85031B	Singapore*
81619A	Germany	8474B	Singapore*	85032F	Singapore*
81623B	Germany	8474C	Singapore*	85033E	Singapore*
81624B	Germany	8474E	Singapore*	85037A	Singapore*
81624CE	Germany	8477A	Singapore*	85037B	Singapore*
81624DD	Germany	8481A	Singapore*	85046A	Singapore*
81624RM	Germany	8481B	Singapore*	85046B	Singapore*
81625RM	Germany	8481D	Singapore*	85047A	Singapore*
81626B	Germany	8481H	Singapore*	85054D	Singapore*
81628B	Germany	8482A	Singapore*	85056A	Singapore*
81630B	Germany	8482B	Singapore*	85056D	Singapore*
81634B	Germany	8482H	Singapore*	85131F	Singapore*
81635A	Germany	8483A	Singapore*	85133D	Singapore*
81636B	Germany	8485A	Singapore*	85138A	Singapore*
8163B	Germany	8485D	Singapore*	85138B	Singapore*
81645A	Germany	8487A	Singapore*	85140A	Singapore*
8164B	Germany	8487D	Singapore*	85141B	Singapore*
81650A	Germany	8490D	Singapore*	86038A	Germany
81651A	Germany	8491A	Singapore*	86100C	Singapore*
81654A	Germany	8491B	Singapore*	86112A	Singapore*
81655A	Germany	8493A	Singapore*	86120B	Germany
81656A	Germany	8493B	Singapore*	86120C	Germany
81657A	Germany	8493C	Singapore*	86122A	Germany
81662A	Germany	8494A	Singapore*	86142B	Germany
81663A	Germany	8494B	Singapore*	86143B	Germany
8166B	Germany	8494G	Singapore*	86145B	Germany
8169A	Germany	8494H	Singapore*	86146B	Germany
81910A	Germany	8495A	Singapore*	86154A	Singapore
81940A	Germany	8495B	Singapore*	86211A	Singapore*
81949A	Germany	8495D	Singapore*	8648A	Singapore*

**MANUFACTURED IN FOREIGN COUNTRY**

**APPENDIX A**

8648B	Singapore*	8762A	Singapore*	E1351A	Singapore*
8648C	Singapore*	8762B	Singapore*	E1352A	Singapore*
8648D	Singapore*	8762C	Singapore*	E1368A	Singapore*
87104A	Singapore*	8762F	Singapore*	E1369A	Singapore*
87104B	Singapore*	8763A	Singapore*	E1370A	Singapore*
87104C	Singapore*	8763B	Singapore*	E1401B	Singapore*
87106A	Singapore*	8763C	Singapore*	E1416A	Singapore*
87106B	Singapore*	8764A	Singapore*	E1418A	Singapore*
87106C	Singapore*	8764B	Singapore*	E1420B	Singapore*
8719DU	Singapore*	8764C	Singapore*	E1421B	Singapore*
8719ES	Singapore*	8765A	Singapore*	E1446A	Singapore*
8719ESU	Singapore*	8765B	Singapore*	E1523A	Singapore*
8719ET	Singapore*	8765C	Singapore*	E1524A	Singapore*
8719ETU	Singapore*	8765D	Singapore*	E1525A	Singapore*
87204A	Singapore*	8765F	Singapore*	E1779A	Singapore*
87204B	Singapore*	8766K	Singapore*	E1852B	United
87204C	Singapore*	8767K	Singapore*		Kingdom
87206A	Singapore*	8768K	Singapore*	E2680A	Singapore*
87206B	Singapore*	8769K	Singapore*	E3143A	Japan
87206C	Singapore*	909A	Singapore*	E3610A	Singapore*
8720DU	Singapore*	909C	Singapore*	E3611A	Singapore*
8721A	Singapore*	909F	Singapore*	E3612A	Singapore*
87222C	Singapore*	B1500A	Japan	E3614A	Singapore*
87222D	Singapore*	B1510A	Japan	E3615A	Singapore*
87222E	Singapore*	B1511A	Japan	E3616A	Singapore*
8722DU	Singapore*	B1517A	Japan	E3617A	Singapore*
8722ES	Singapore*	B1520A	Japan	E3620A	Singapore*
8722ESU	Singapore*	B2200A	Japan	E3630A	Singapore*
8722ET	Singapore*	B2201A	Japan	E3631A	Singapore*
8722ETU	Singapore*	B2210A	Japan	E3632A	Singapore*
87300B	Singapore*	B2211A	Japan	E3633A	Singapore*
87300C	Singapore*	B4600B	Singapore*	E3634A	Singapore*
87300D	Singapore*	B4601B	Singapore*	E3640A	Singapore*
87301B	Singapore*	B4620B	Singapore*	E3641A	Singapore*
87301D	Singapore*	C1231A	Japan	E3642A	Singapore*
87301E	Singapore*	C1232A	Japan	E3643A	Singapore*
87302C	Singapore*	C1233A	Japan	E3644A	Singapore*
87304C	Singapore*	C1234A	Japan	E3645A	Singapore*
87406B	Singapore*	DSO6032A	Singapore*	E3646A	Singapore*
87421A	Singapore*	DSO6034A	Singapore*	E3647A	Singapore*
87511A	Singapore*	DSO6052A	Singapore*	E3648A	Singapore*
87511B	Singapore*	DSO6054A	Singapore*	E3649A	Singapore*
87512A	Singapore*	DSO6102A	Singapore*	E4356A	Singapore*
87512B	Singapore*	DSO6104A	Singapore*	E4400B	Singapore*
8753DU	Singapore*	DSO81004A	Singapore*	E4402B	Singapore*
8753ES	Singapore*	DSO81204A	Singapore*	E4403B	Singapore*
8753ESU	Singapore*	DSO81304A	Singapore*	E4404B	Singapore*
8753ET	Singapore*	E1330B	Singapore*	E4405B	Singapore*
8753ETU	Singapore*	E1332A	Singapore*	E4407B	Singapore*
8753EU	Singapore*	E1339A	Singapore*	E4407S	Singapore*
87606B	Singapore*	E1343A	Singapore*	E4408B	Singapore*

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E4411B	Singapore*	E5270B	Japan	E6091A	Germany
E4412A	Singapore*	E5270BU	Japan	E7316A	Singapore*
E4413A	Singapore*	E5280B	Japan	E7317A	Singapore*
E4416A	Singapore*	E5281B	Japan	E7317B	Singapore*
E4417A	Singapore*	E5287A	Japan	E7318A	Singapore*
E4418B	Singapore*	E5288A	Japan	E7318B	Singapore*
E4419B	Singapore*	E5290A	Japan	E7402A	Singapore*
E4420B	Singapore*	E5291A	Japan	E7405A	Singapore*
E4421B	Singapore*	E5299A	Japan	E7571A	Singapore
E4422B	Singapore*	E5339A	Singapore*	E7572A	Singapore
E4423B	Singapore*	E5346A	Singapore*	E7573A	Singapore
E4424B	Singapore*	E5351A	Singapore*	E7574A	Singapore
E4425B	Singapore*	E5378A	Singapore*	E7575A	Singapore
E4426B	Singapore*	E5379A	Singapore*	E7577A	Singapore
E4428C	Singapore*	E5380A	Singapore*	E7578A	Singapore
E4430B	Singapore*	E5381A	Singapore*	E7849A	Singapore*
E4431B	Singapore*	E5382A	Singapore*	E7861A	Singapore*
E4432B	Singapore*	E5383A	Singapore*	E7863A	Singapore*
E4433B	Singapore*	E5385A	Singapore*	E7865A	Singapore*
E4434B	Singapore*	E5394A	Singapore*	E7866A	Singapore*
E4435B	Singapore*	E5396A	Singapore*	E7867A	Singapore*
E4436B	Singapore*	E5398A	Singapore*	E7868A	Singapore*
E4437B	Singapore*	E5404A	Singapore*	E7906A	Singapore*
E4438C	Singapore*	E5405A	Singapore*	E7907A	Singapore*
E4440A	Singapore*	E5406A	Singapore*	E7907B	Singapore*
E4440AU	Singapore*	E5805A	Singapore*	E7909A	Singapore*
E4443A	Singapore*	E5810A	Singapore*	E7909B	Singapore*
E4445A	Singapore*	E5813A	Singapore*	E7917A	Singapore*
E4552A	Singapore	E5860A	Singapore*	E7919A	Singapore*
E4553A	Singapore	E5900B	Singapore*	E7919B	Singapore*
E4554A	Singapore	E6000C	Germany	E7922A	Singapore*
E4555A	Singapore	E6001A	Germany	E7922B	Singapore*
E4841A	Germany	E6003A	Germany	E8257D	Singapore*
E4849C	Germany	E6003B	Germany	E8311A	Germany
E4991A	Singapore*	E6004A	Germany	E8312A	Germany
E5061A	Singapore*	E6005A	Germany	E8362B	Singapore*
E5062A	Singapore*	E6007A	Germany	E8363B	Singapore*
E5070B	Singapore*	E6008B	Germany	E8364B	Singapore*
E5071B	Singapore*	E6009A	Germany	E8401A	Singapore*
E5100A	Singapore*	E6012A	Germany	E8403A	Singapore*
E5215A	Singapore*	E6013A	Germany	E8404A	Singapore*
E5216A	Singapore*	E6020A	Germany	E8408A	Singapore*
E5240C	Japan	E6021A	Germany	E8460A	Singapore*
E5240CU	Japan	E6022A	Germany	E8481A	Singapore*
E5241C	Japan	E6031A	Germany	E9287A	Singapore*
E5250A	Japan	E6032A	Germany	E9288A	Singapore*
E5252A	Japan	E6033A	Germany	E9288B	Singapore*
E5255A	Japan	E6080A	Germany	E9288C	Singapore*
E5260A	Japan	E6081A	Germany	E9300A	Singapore*
E5262A	Japan	E6082A	Germany	E9300B	Singapore*
E5263A	Japan	E6083A	Germany	E9300H	Singapore*

**MANUFACTURED IN FOREIGN COUNTRY**

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E9301A	Singapore*	J2900A	Singapore	J6762A	Singapore
E9301B	Singapore*	J2901A	Singapore	J6763A	Singapore
E9301H	Singapore*	J2905B	Singapore	J6772A	Singapore
E9304A	Singapore*	J2908A	Singapore	J6775A	Singapore
E9321A	Singapore*	J2911A	Singapore	J6782A	Singapore
E9322A	Singapore*	J2912B	Singapore	J6790A	Singapore
E9323A	Singapore*	J2913B	Singapore	J6791A	Singapore
E9325A	Singapore*	J2914A	Singapore	J6792A	Singapore
E9326A	Singapore*	J2928A	Singapore	J6793A	Singapore
E9327A	Singapore*	J2929A	Singapore	J6794A	Singapore
E9520A	Singapore*	J3307A	Singapore	J6796A	Singapore
J1411A	Singapore	J3444A	Singapore	J6797A	Singapore
J1412A	Singapore	J3445A	Singapore	J6799B	Singapore
J1926A	Singapore	J3446E	Singapore	J6800A	Singapore
J1955A	Singapore	J3447A	Singapore	J6801A	Singapore
J1958A	Singapore	J3759B	Singapore	J6802B	Singapore
J1966A	Singapore	J3762B	Singapore	J6803A	Singapore
J1967A	Singapore	J3766A	Singapore	J6805A	Singapore
J1978A	Singapore	J3975A	Singapore	J6810B	Singapore
J1979A	Singapore	J4610E	Singapore	J6811A	Singapore
J1981B	Singapore	J4611E	Singapore	J6813B	Singapore
J1981C	Singapore	J4612E	Singapore	J6815B	Singapore
J1982A	Singapore	J4618C	Singapore	J6816B	Singapore
J1983A	Singapore	J4646A	Singapore	J6817B	Singapore
J1984A	Singapore	J4647A	Singapore	J6818A	Singapore
J1985A	Singapore	J4648A	Singapore	J6820B	Singapore
J1986A	Singapore	J4649A	Singapore	J6821A	Singapore
J1987B	Singapore	J5422A	Singapore	J6824A	Singapore
J1990A	Singapore	J5425A	Singapore	J6825A	Singapore
J1996A	Singapore	J5426A	Singapore	J6826A	Singapore
J1997A	Singapore	J5442A	Singapore	J6827A	Singapore
J1998A	Singapore	J5457A	Singapore	J6830A	Singapore
J1999A	Singapore	J5458A	Singapore	J6831A	Singapore
J2274A	Singapore	J5472A	Singapore	J6832A	Singapore
J2276A	Singapore	J5476E	Singapore	J6833A	Singapore
J2277A	Singapore	J5477E	Singapore	J6834A	Singapore
J2278A	Singapore	J5479A	Singapore	J6835A	Singapore
J2280A	Singapore	J5488A	Singapore	J6839A	Singapore
J2281A	Singapore	J5489A	Singapore	J6840A	Singapore
J2283A	Singapore	J5491A	Singapore	J6844A	Singapore
J2285A	Singapore	J5492A	Singapore	J6845A	Singapore
J2286B	Singapore	J5493A	Singapore	J6846A	Singapore
J2294D	Singapore	J5494A	Singapore	J6848A	Singapore
J2296D	Singapore	J5495A	Singapore	J6849A	Singapore
J2298D	Singapore	J6750A	Singapore	J7283A	Singapore
J2300E	Singapore	J6751A	Singapore	J7284A	Singapore
J2305A	Singapore	J6751B	Singapore	J7285A	Singapore
J2307A	Singapore	J6753A	Singapore	J7325A	Singapore
J2514A	Singapore	J6756B	Singapore	J7327A	Singapore
J2524A	Singapore	J6757A	Singapore	J7328A	Singapore
J2885A	Singapore	J6761A	Singapore	J7340A	Singapore

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J7342A	Singapore	N2276B	Singapore*	N4001A	Singapore*
J7830A	Singapore	N2280A	Singapore*	N4002A	Singapore*
J7831A	Singapore	N2281A	Singapore*	N4150A	Germany
J7832A	Singapore	N2282A	Singapore*	N4151A	Germany
J7833A	Singapore	N2289A	Singapore*	N4160A	Germany
J7834A	Singapore	N2290A	Singapore*	N4161A	Germany
J7840A	Singapore	N2291A	Singapore*	N4363A	Germany
J7841A	Singapore	N2292A	Singapore*	N5065A	Ireland
J7842A	Singapore	N2293A	Singapore*	N5230A	Singapore*
J7843A	Singapore	N2294A	Singapore*	N5391A	Singapore*
J7850A	Singapore	N2295A	Singapore*	N5532A	Singapore*
J7851A	Singapore	N2296A	Singapore*	N6314A	Singapore*
J7852A	Singapore	N2297A	Singapore*	N6700B	Singapore*
J7853A	Singapore	N2298A	Singapore*	N6710B	Singapore*
MSO6032A	Singapore*	N2299A	Singapore*	N6731B	Singapore*
MSO6034A	Singapore*	N2320A	Singapore*	N6732B	Singapore*
MSO6052A	Singapore*	N2327A	Singapore*	N6733B	Singapore*
MSO6054A	Singapore*	N2757A	Singapore*	N6734B	Singapore*
MSO6102A	Singapore*	N2758A	Singapore*	N6735B	Singapore*
MSO6104A	Singapore*	N3300A	Singapore*	N6736B	Singapore*
N1020A	Singapore*	N3301A	Singapore*	N6741B	Singapore*
N1253A	Japan	N3302A	Singapore*	N6742B	Singapore*
N1254A	Japan	N3303A	Singapore*	N6743B	Singapore*
N1300A	Japan	N3304A	Singapore*	N6744B	Singapore*
N1301A	Japan	N3305A	Singapore*	N6745B	Singapore*
N1810TL	Singapore*	N3306A	Singapore*	N6746B	Singapore*
N1810UL	Singapore*	N3307A	Singapore*	N6751A	Singapore*
N1811TL	Singapore*	N3900A	Germany	N6752A	Singapore*
N1812UL	Singapore*	N3910AL	Germany	N6761A	Singapore*
N1911A	United Kingdom	N3910AM	Germany	N6762A	Singapore*
		N3911AL	Germany	N8973A	United Kingdom
N1912A	United Kingdom	N3914AL	Germany		
		N3940AA	Germany	N8973AZ	United Kingdom
N1921A	Singapore*	N3970A	Germany		
N1922A	Singapore*	N3973A	Germany	N8974A	United Kingdom
N2002A	United Kingdom	N3974A	Germany		
		N3977A	Germany	N8975A	United Kingdom
N2260A	Singapore*	N3978A	Germany		
N2261A	Singapore*	N3979A	Germany	Q8486A	Singapore*
N2262A	Singapore*	N3980A	Germany	Q8486D	Singapore*
N2263A	Singapore*	N3985A	Germany	Q85026A	Singapore*
N2265A	Singapore*	N3988A	Germany	R422C	Singapore*
N2266A	Singapore*	N3989AA	Germany	R8486A	Singapore*
N2267A	Singapore*	N3989AB	Germany	R8486D	Singapore*
N2268A	Singapore*	N3989AC	Germany	R85026A	Singapore*
N2270A	Singapore*	N3991AB	Germany	U85026A	Singapore*
N2272A	Singapore*	N3993A	Germany	V8486A	Singapore*
N2276A	Singapore*	N4000A	Singapore*	W8486A	Singapore*

\* substantial transformation

**WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS: APPENDIX B**

**APPENDIX B: WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS**

Products receive warranty services as defined in the Table below

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY PERIOD	SUPPORT SOLD UPFRONT PERIOD	SERVICE LOCATION	TOTAL STANDARD WARRANTY PLUS SUPPORT SOLD UPFRONT PERIOD/ SERVICE LEVEL / COVERAGE HOURS	RESPONSE TIME Unless otherwise specified below, standard response time is included.	INSTALLATION INCLUDED	APPLICABLE NOTE(S)
R-50C-011-3	none	3 Years	Agilent/ Dealer	3Yrs,Calibration Inclusive,8x5	N/A	N	3, 4
R-50C-011-5	none	5 Years	Agilent/ Dealer	5Yrs,Calibration Inclusive,8x5	N/A	N	3, 4
R-50C-013-3	none	3 Years	Agilent/ Dealer	3Yrs,Calibration Plus Inclusive,8x5	N/A	N	3, 4
R-50C-013-5	none	5 Years	Agilent/ Dealer	5Yrs,Calibration Plus Inclusive,8x5	N/A	N	3, 4
R-50C-016-3	none	3 Years	Agilent/ Dealer	3Yrs,17025 Calibration Inclusive,8x5	N/A	N	3, 4
R-50C-016-5	none	5 Years	Agilent/ Dealer	5Yrs,17025 Calibration Inclusive,8x5	N/A	N	3, 4
R-50C-021-3	none	3 Years	Agilent/ Dealer	3Yrs,Z540 Calibration Inclusive,8x5	N/A	N	3, 4
R-50C-021-5	none	5 Years	Agilent/ Dealer	5Yrs,Z540 Calibration Inclusive,8x5	N/A	N	3, 4
R-51B-001-1AU	1 Year	none	Agilent/ Dealer	3Mo,Repair upgraded to 1Yr,Return to Agilent,8x5		N	3, 5
R-51B-001-1AUN	1 Year	none	Agilent/ Dealer	3Mo,Repair upgraded to 1Yr,Return to Agilent,8x5		Y	3, 5
R-51B-001-3A	3 Months	33 Months	Agilent/ Dealer	3Mo,Return to Agilent,8x5 extended to 3Yrs		N	3, 5
R-51B-001-3AU	1 Year	2 Years	Agilent/ Dealer	3Mo,Repair upgraded to 3Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-3AUN	1 Year	2 Years	Agilent/ Dealer	3Mo,Repair upgraded to 3Yrs,Return to Agilent,8x5		Y	3, 5
R-51B-001-3B	6 Months	30 Months	Agilent/ Dealer	6Mo,Return to Agilent,8x5 extended to 3Yrs		N	3, 5
R-51B-001-3C	1 Year	2 Years	Agilent/ Dealer	1Yr,Return to Agilent,8x5 extended to 3Yrs		N	3, 5
R-51B-001-3CU	3 Years	none	Agilent/ Dealer	1Yr,Repair upgraded to 3Yrs,8x5,Return to Agilent		N	3, 5
R-51B-001-3CUN	3 Years	none	Agilent/ Dealer	1Yr,Repair upgraded to 3Yrs,Return to Agilent,8x5		Y	3, 5
R-51B-001-3D	18 Months	18 Months	Agilent/ Dealer	18Mo,Return to Agilent,8x5 extended to 3Yrs		N	3, 5
R-51B-001-3E	2 Years	1 Year	Agilent/ Dealer	2Yrs,Return to Agilent,8x5 extended to 3Yrs		N	3, 5
R-51B-001-5A	3 Months	57 Months	Agilent/ Dealer	3Mo,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-5AU	1 Year	4 Years	Agilent/ Dealer	3Mo,Repair upgraded to 5Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-5AUN	1 Year	4 Years	Agilent/ Dealer	3Mo,Repair upgraded to 5Yrs,Return to Agilent,8x5		Y	3, 5
R-51B-001-5B	6 Months	54 Months	Agilent/ Dealer	6Mo,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-5C	1 Year	4 Years	Agilent/ Dealer	1Yr,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-5CU	3 Years	2 Years	Agilent/ Dealer	1Yr,Repair upgraded to 5Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-5CUN	3 Years	2 Years	Agilent/ Dealer	1Yr,Repair upgraded to 5Yrs,Return to Agilent,8x5		Y	3, 5
R-51B-001-5D	18 Months	42 Months	Agilent/ Dealer	18Mo,Return to Agilent,8x5 extended to 5Yrs		N	3, 5

**WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS: APPENDIX B**

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY PERIOD	SUPPORT SOLD UPFRONT PERIOD	SERVICE LOCATION	TOTAL STANDARD WARRANTY PLUS SUPPORT SOLD UPFRONT PERIOD/ SERVICE LEVEL / COVERAGE HOURS	RESPONSE TIME Unless otherwise specified below, standard response time is included.	INSTALLATION INCLUDED	APPLICABLE NOTE(S)
R-51B-001-5E	2 Years	3 Years	Agilent/ Dealer	2Yrs,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-5F	3 Years	2 Years	Agilent/ Dealer	3Yrs,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-5G	4 Years	1 Year	Agilent/ Dealer	4Yrs,Return to Agilent,8x5 extended to 5Yrs		N	3, 5
R-51B-001-A	3 Months	none	Agilent/ Dealer	3Mo,Return to Agilent,8x5		N	3, 5
R-51B-001-AI	3 Months	none	Agilent/ Dealer	3Mo,Return to Agilent,8x5		Y	3, 5
R-51B-001-B	6 Months	none	Agilent/ Dealer	6Mo,Return to Agilent,8x5		N	3, 5
R-51B-001-C	1 Year	none	Agilent/ Dealer	1Yr,Return to Agilent,8x5		N	3, 5
R-51B-001-D	18 Months	none	Agilent/ Dealer	18Mo,Return to Agilent,8x5		N	3, 5
R-51B-001-E	2 Years	none	Agilent/ Dealer	2Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-F	3 Years	none	Agilent/ Dealer	3Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-G	4 Years	none	Agilent/ Dealer	4Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-H	5 Years	none	Agilent/ Dealer	5Yrs,Return to Agilent,8x5		N	3, 5
R-51B-001-J	10 Years	none	Agilent/ Dealer	10Yr,Return to Agilent,8x5		N	3, 5
R-51B-001-K	1 Month	none	Agilent/ Dealer	1 Mo,Return to Agilent,8x5		N	3, 5
R-51C-001-1CU	3 Months	9 Months	Onsite	1Yr,Return to Agilent upgraded to 1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-1FU	1 Year	none	Onsite	3Yrs,Return to Agilent upgraded to 1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-1TU	3 Months	9 Months	Onsite	1Yr,COOP,upgraded to 1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-1TUI	3 Months	9 Months	Onsite	1Yr,COOP upgraded to 1Yr,Repair,8x5	Next Day	Y	1, 3
R-51C-001-1WU	1 Year	none	Onsite	3Yrs,COOP upgraded to 1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-1WUI	1 Year	none	Onsite	3Yrs,COOP upgraded to 1Yr,Repair,8x5	Next Day	Y	1, 3
R-51C-001-3A	3 Months	33 Months	Onsite	3Mo,Repair,8x5 extended to 3Yrs	Next Day	N	1, 3
R-51C-001-3AI	3 Months	33 Months	Onsite	3Mo,Repair,8x5 extended to 3Yrs	Next Day	Y	1, 3
R-51C-001-3C	1 Year	2 Years	Onsite	1Yr,Repair,8x5, extended to 3Yrs	Next Day	N	1, 3
R-51C-001-3CI	1 Year	2 Years	Onsite	1Yr,Repair, 8x5 extended to 3Yrs	Next Day	Y	1, 3
R-51C-001-3CU	3 Months	33 Months	Onsite	1Yr,Return to Agilent upgraded to 3Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-3FU	1 Year	2 Years	Onsite	3Yrs,Return to Agilent upgraded to 3Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-3TU	3 Months	33 Months	Onsite	1Yr,COOP with Parts, upgraded to 3Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-3TUI	3 Months	33 Months	Onsite	1Yr,COOP upgraded to 3Yrs,Repair,8x5	Next Day	Y	1, 3
R-51C-001-3WU	1 Year	2 Years	Onsite	3Yrs,COOP upgraded to 3Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-3WUI	1 Year	2 Years	Onsite	3Yrs,COOP upgraded to 3Yrs,Repair,8x5	Next Day	Y	1, 3
R-51C-001-5A	3 Months	57 Months	Onsite	3Mo,Repair,8x5 extended to 5Yrs	Next Day	N	1, 3
R-51C-001-5AI	3 Months	57 Months	Onsite	3Mo,Repair,8x5 extended to 5Yrs	Next Day	Y	1, 3
R-51C-001-5C	1 Year	4 Years	Onsite	1Yr,Repair,8x5, extended to 5Yrs	Next Day	N	1, 3
R-51C-001-5CI	1 Year	4 Years	Onsite	1Yr,Repair, 8x5 extended to 5Yrs	Next Day	Y	1, 3
R-51C-001-5CU	3 Months	57 Months	Onsite	1Yr,Return to Agilent upgraded to 5Yrs,Repair,8x5	Next Day	N	1, 3

**WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS: APPENDIX B**

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY PERIOD	SUPPORT SOLD UPFRONT PERIOD	SERVICE LOCATION	TOTAL STANDARD WARRANTY PLUS SUPPORT SOLD UPFRONT PERIOD/ SERVICE LEVEL / COVERAGE HOURS	RESPONSE TIME Unless otherwise specified below, standard response time is included.	INSTALLATION INCLUDED	APPLICABLE NOTE(S)
R-51C-001-5FU	1 Year	4 Years	Onsite	3Yrs,Return to Agilent upgraded to 5Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-5TU	3 Months	57 Months	Onsite	1Yr,COOP with Parts, upgraded to 5 Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-5TUI	3 Months	57 Months	Onsite	1Yr,COOP upgraded to 5Yrs,Repair,8x5	Next Day	Y	1, 3
R-51C-001-5WU	1 Year	4 Years	Onsite	3Yrs,COOP upgraded to 5Yrs,Repair,8x5	Next Day	N	1, 3
R-51C-001-5WUI	1 Year	4 Years	Onsite	3Yrs,COOP upgraded to 5Yrs,Repair,8x5	Next Day	Y	1, 3
R-51C-001-90CU	3 Months	none	Onsite	1Yr,Return to Agilent upgraded to 3Mo,Repair,8x5	Next Day	N	1, 3
R-51C-001-A	3 Months	none	Onsite	3Mo,Repair,8x5	Next Day	N	1, 3
R-51C-001-AI	3 Months	none	Onsite	3Mo,Repair,8x5	Next Day	Y	1, 3
R-51C-001-C	1 Year	none	Onsite	1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-CI	1 Year	none	Onsite	1Yr,Repair,8x5	Next Day	Y	1, 3
R-51C-001-K	1 Month	none	Onsite	1 Mo,Repair,8x5	Next Day	N	1, 3
R-51G-001-3C	1 Year	2 Years	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 extended to 3Yrs	4 Hours	N	3
R-51G-001-5C	1 Year	4 Years	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 extended to 5Yrs	4 Hours	N	3
R-51G-001-C	1 Year	none	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5	4 Hours	N	3
R-51G-002-1CU	9 Months	3 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,4-Star Remote,8x5	2 Hours	N	3
R-51G-002-3CU	9 Months	27 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,4-Star Remote,8x5	2 Hours	N	3
R-51G-002-5CU	9 Months	51 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs,4-Star Remote,8x5	2 Hours	N	3
R-51G-003-1CU	9 Months	3 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,4-Star Remote,16x5	2 Hours	N	3
R-51G-003-3CU	9 Months	27 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,4-Star Remote,16x5	2 Hours	N	3
R-51G-003-5CU	9 Months	51 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs,4-Star Remote,16x5	2 Hours	N	3
R-51G-004-1CU	9 Months	3 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,5-Star Remote,24x7	2 Hours	N	3
R-51G-004-3CU	9 Months	27 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,5-Star Remote,24x7	2 Hours	N	3
R-51G-004-5CU	9 Months	51 Months	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs,5-Star Remote,24x7	2 Hours	N	3
R-51H-001-1CU	9 Months	3 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,3-Star Repair,8x5	2 Hours	N	1, 3
R-51H-001-3CU	9 Months	27 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,3-Star Repair,8x5	4 Hours	N	1, 3
R-51H-001-5CU	9 Months	51 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs,3-Star Repair,8x5	4 Hours	N	1, 3
R-51H-002-1CU	9 Months	3 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,4-Star Repair,8x5	2 Hours	N	1, 3
R-51H-002-3CU	9 Months	27 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,4-Star Repair,8x5	2 Hours	N	1, 3
R-51H-002-5CU	9 Months	51 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs,4-Star Repair,8x5	2 Hours	N	1, 3
R-51H-003-1CU	9 Months	3 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 1Yr,4-Star Repair,16x5	2 Hours	N	1, 3
R-51H-003-3CU	9 Months	27 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 3Yrs,4-Star Repair,16x5	2 Hours	N	1, 3
R-51H-003-5CU	9 Months	51 Months	Onsite	1Yr,System Uptime 3-Star Remote,8x5 upgraded to 5Yrs, 4-Star Repair,16x5	2 Hours	N	1, 3

**WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS: APPENDIX B**

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY PERIOD	SUPPORT SOLD UPFRONT PERIOD	SERVICE LOCATION	TOTAL STANDARD WARRANTY PLUS SUPPORT SOLD UPFRONT PERIOD/ SERVICE LEVEL / COVERAGE HOURS	RESPONSE TIME Unless otherwise specified below, standard response time is included.	INSTALLATION INCLUDED	APPLICABLE NOTE(S)
R-51W-001-1AU	1 Year	none	Onsite	3Mo,Repair, upgraded to 1Yr,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-1AUI	1 Year	none	Onsite	3Mo,Repair, upgraded to 1Yr,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-3AU	1 Year	2 Years	Onsite	3Mo,Repair, upgraded to 3Yrs,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-3AUI	1 Year	2 Years	Onsite	3Mo,Repair, upgraded to 3Yrs,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-3CU	3 Years	none	Onsite	1Yr,COOP with Parts,8x5 upgraded to 3Yrs COOP with Parts	Next Day	N	1, 2, 3
R-51W-001-3CUI	3 Years	none	Onsite	1Yr,Repair upgraded to 3Yrs,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-3T	1 Year	2 Years	Onsite	1Yr,COOP with Parts, 8x5 extended to 3Yrs	Next Day	N	1, 2, 3
R-51W-001-3TI	1 Year	2 Years	Onsite	1Yr,COOP with Parts, 8x5 extended to 3Yrs	Next Day	Y	1, 2, 3
R-51W-001-5AU	1 Year	4 Years	Onsite	3Mo,Repair, upgraded to 5Yrs,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-5AUI	1 Year	4 Years	Onsite	3Mo,Repair, upgraded to 5Yrs,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-5CU	3 Years	2 Years	Onsite	1Yr,Repair upgraded to 5Yrs,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-5CUI	3 Years	2 Years	Onsite	1Yr,Repair upgraded to 5Yrs,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-5T	1 Year	4 Years	Onsite	1Yr,COOP with Parts, 8x5 extended to 5Yrs	Next Day	N	1, 2, 3
R-51W-001-5TI	1 Year	4 Years	Onsite	1Yr,COOP with Parts, 8x5 extended to 5Yrs	Next Day	Y	1, 2, 3
R-51W-001-5W	3 Years	2 Years	Onsite	3Yrs,COOP with Parts,8x5 extended to 5Yrs	Next Day	N	1, 2, 3
R-51W-001-5WI	3 Years	2 Years	Onsite	3Yrs,COOP with Parts,8x5 extended to 5Yrs	Next Day	Y	1, 2, 3
R-51W-001-T	1 Year	none	Onsite	1Yr,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-TI	1 Year	none	Onsite	1Yr,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-51W-001-W	3 Years	none	Onsite	3Yrs,COOP with Parts,8x5	Next Day	N	1, 2, 3
R-51W-001-WI	3 Years	none	Onsite	3Yrs,COOP with Parts,8x5	Next Day	Y	1, 2, 3
R-82Q-201	none	1 Year	Agilent/ Dealer	1Yr,Account Tailored Response Center Service,8x5		N	3, 4
R-82Q-202	none	2 Years	Agilent/ Dealer	2Yrs,Account Tailored Response Center Service,8x5		N	3, 4
R-82Q-203	none	3 Years	Agilent/ Dealer	3Yrs,Account Tailored Response Center Service,8x5		N	3, 4
R-82U-100	none	1 Year	Agilent/ Dealer	1Yr,Priority Phone Support for One User,8x5	2 Hours	N	3, 4
R-82U-101	none	1 Year	Agilent/ Dealer	1Yr,Priority Phone Support for One User,8x5	2 Hours	N	3, 4
R-82U-102	none	2 Years	Agilent/ Dealer	1Yr,Priority Phone Support for One User,8x5 extended to 2Yrs	2 Hours	N	3, 4
R-82U-103	none	3 Years	Agilent/ Dealer	1Yr,Priority Phone Support for One User,8x5 extended to 3Yrs	2 Hours	N	3, 4
R-82Z-201	none	1 Year	Agilent/ Dealer	1Yr,Priority Phone Support,8x5,One Additional Caller	2 Hours	N	3, 4
R-82Z-202	none	2 Years	Agilent/ Dealer	2Yrs,Priority Phone Support,8x5,One Additional Caller	2 Hours	N	3, 4
R-82Z-203	none	3 Years	Agilent/ Dealer	3Yrs,Priority Phone Support,8x5,One Additional Caller	2 Hours	N	3, 4
W82A	1 Year	none	Agilent/ Dealer	1Yr,Express Exchange	N/A	N	5, 6

**WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS: APPENDIX B**

**NOTES:**

- 1) Responses are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the Customer calls until Agilent has either established a mutually acceptable time for support to be performed, or Agilent has begun to provide On Site support or remote diagnostics. See the Response Time Table tab for travel zone specific details.
- 2) Cooperative Support involves a sharing of responsibilities for replacement parts inventory and On Site product servicing.
- 3) 24x7 refers to coverage of 24 hours a day, 7 days a week. 16x5 refers to coverage of 16 hours a day, 5 days a week. 12x5 refers to coverage of 12 hours a day, 5 days a week. 8x5 refers to coverage of 8 hours a day, 5 days a week.
- 4) Support Sold Upfront codes are used to define services purchased at the time of Product purchase. These services are not standard warranty.
- 5) Exchange or Return to Agilent warranty may return to the Customer a repaired exchange unit in place of their original unit.
- 6) Agilent Express Exchange is premium support designed for customers who require maximum uptime. The Customer receives a permanent replacement product at their site within two days from date of order placement. Faster delivery is available if the Customer's order is placed at the beginning of the workday; contact your local Customer Care Center for more details.

**2. RESPONSE TIMES**

Response times for on-site repair services are specified in the Response Time Table below.

**RESPONSE TIME TABLE**

ZONE NUMBER	1-3	3-5	6	Other
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480	
<b>Codes:</b> R-51H-001-1CU, R-51H-002-1CU, R-51H-002-3CU, R-51H-002-5CU, R-51H-003-1CU, R-51H-003-3CU, R-51H-003-5CU	2 Hours Coverage	4 Hours Coverage	8 Hours Coverage	Quote
<b>Codes:</b> R-51H-001-3CU, R-51H-001-5CU	4 Hours Coverage	8 Hours Coverage	12 Hours Coverage	Quote
<b>Codes:</b> R-51C-001-1CU, R-51C-001-1FU, R-51C-001-1TU, R-51C-001-1TUI, R-51C-001-1WU, R-51C-001-1WUI, R-51C-001-3A, R-51C-001-3AI, R-51C-001-3C, R-51C-001-3CI, R-51C-001-3CU, R-51C-001-3FU, R-51C-001-3TU, R-51C-001-3TUI, , R-51C-001-3WU, R-51C-001-3WUI, R-51C-001-5A, R-51C-001-5AI, R-51C-001-5C, R-51C-001-5CI, R-51C-001-5CU, R-51C-001-5FU, R-51C-001-5TU, R-51C-001-5TUI, R-51C-001-5WU, R-51C-001-5WUI, R-51C-001-90CU, R-51C-001-A, R-51C-001-AI, R-51C-001-C, R-51C-001-CI, R-51C-001-K, R-51W-001-1AU, R-51W-001-1AUI, R-51W-001-3AU, R-51W-001-3AUI, R-51W-001-3CU, R-51W-001-3CUI, R-51W-001-3T, R-51W-001-3TI, R-51W-001-5AU, R-51W-001-5AUI, R-51W-001-5CU, R-51W-001-5CUI, R-51W-001-5T, R-51W-001-5TI, R-51W-001-5W, R-51W-001-5WI, R-51W-001-T, R-51W-001-TI, R-51W-001-W, R-51W-001-WI	Next Coverage Day	2 Coverage Days	3 Coverage Days	Quote