

**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.

Headquarters: Santa Clara, CA.

Orders: 1-800-829-4444, Fax: 1-800-829-4433

Web: <http://www.agilent.com/gsa/>

Email: usa_orders@agilent.com

Large Business

March 2009

GSA Contract Number GS-24F-0806A

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

Contract Period: June 30, 1993 through May 31, 2013

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 for GSA Advantage! is: www.GSAAdvantage.gov.

For more information on ordering from Federal supply Schedules click on the FSS Schedules button at www.gsa.gov .

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES AND GSA GENERAL TERMS AND CONDITIONS	1
1A. AWARDED SPECIAL ITEM NUMBERS	1
1B. LOWEST PRICE ITEM	1
2. MAXIMUM ORDER	1
3. MINIMUM ORDER	2
4. GEOGRAPHIC COVERAGE (DELIVERY AREA)	2
5. POINTS OF PRODUCTION	2
6. PRICES AND DISCOUNTS	2
7. QUANTITY DISCOUNTS	3
8. PAYMENT TERMS	3
9. CREDIT CARD ORDERS	3
10. FOREIGN ITEMS	3
11A. TIME OF DELIVERY	3
11B. EXPEDITED DELIVERY - NOT APPLICABLE TO THIS CONTRACT	4
11C. OVERNIGHT AND 2-DAY DELIVERY - NOT APPLICABLE TO THIS CONTRACT	4
11D. URGENT REQUIREMENTS - NOT APPLICABLE TO THIS CONTRACT	4
12. F.O.B. POINTS	4
13. ORDERING ADDRESSES/INFORMATION	4
14. PAYMENT ADDRESSES	4
15. WARRANTY	5
16. SHIPMENT, PACKAGING AND PACKING & EXPORT PACKING CHARGES	5
17. PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) GSAR 552.232-77	5
18. TERMS & CONDITIONS OF MAINTENANCE, REPAIR AND SUPPORT	6
19. TERMS & CONDITIONS OF INSTALLATION	6
20. TERMS & CONDITIONS OF REPAIR PARTS - N/A	6
21. SERVICES & DISTRIBUTION POINTS - N/A	6
22. PARTICIPATING DEALERS - N/A	6
23. PREVENTIVE MAINTENANCE - N/A	6
24. ENVIRONMENTAL ATTRIBUTES, E.G., RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS- N/A	6
25. DATA UNIVERSAL NUMBER SYSTEM: 05-821-5778	7
26. CENTRAL CONTRACTOR REGISTRATION: AGILENT IS REGISTERED IN CCR	7
27. ACCEPTANCE	7
28. LICENSES	7
29. INTELLECTUAL PROPERTY CLAIMS	7
30. LIMITATION OF LIABILITY AND REMEDIES	8
31. OTHER GENERAL TERMS	8
ADDITIONAL INFORMATION	9
AGILENT EXTENDED SUPPORT SERVICE OPTIONS	12
TEST AND MEASUREMENT SYSTEM SUPPORT SERVICE	15
CUSTOMER RETURN TO AGILENT CALIBRATIONS AND OPTIONS SERVICE	20
ON-SITE CALIBRATION SERVICE	23
AGILENT CUSTOMER RETURN REPAIR SERVICE	25
PER INCIDENT SUPPLEMENTAL GSA TERMS	27
AGILENT TECHNOLOGIES UNITED STATES CUSTOMER SERVICE CENTERS	29
TECHNICAL TRAINING AND TECHNICAL/APPLICATION DEVELOPMENT SERVICES	30
APPENDIX A: WARRANTY / SUPPORT SOLD UPFRONT / INSTALLATION CLASSIFICATIONS	36

TABLE OF CONTENTS

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

SPECIAL ITEM NUMBERS

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
627-6	Electronic Noise Analyzers/Meters
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

This information pertains to Products and Support and the license of Software by Agilent Technologies, Inc. (Agilent) 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 \$300,000 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 \$300,000.
- 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.
- 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

United States

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

Foreign Countries

Melbourne, Victoria, Australia
Gent, Belgium – Rotselaar, Belgium
Plan-les-Ouates, Geneva, Switzerland
Hamburg, Hamburg, Germany – Boeblingen, Baden-Wurttemberg, Germany
Naerum, Denmark
South Queensferry, West Lothian, Scotland, UK
Cernusco sul Naviglio, Milan, Italy – Roma, Rome, Italy
Hachioji, Tokyo-To, Japan – Kobe, Hyogo-Ken, Japan
Suwon, Korea – Seoul, Korea – Taejeon, Korea – Taegu City, Korea
Amstelveen, Netherlands
Singapore, Singapore

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. Unless otherwise indicated on the quotation, prices include shipping and handling charges.

- 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 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 .

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).

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
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.

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) Product warranty terms are provided with the Product, on quotations, upon request or at http://www.agilent.com/go/warranty_terms. Each Product receives a global warranty which includes the standard warranty for the country of purchase.
- b) Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c) If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of repaired or replacement Product.
- d) THE WARRANTIES IN THIS AGREEMENT ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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 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 Maintenance, Repair and Support

Please refer to Exhibit WX and S0025.

19. Terms & Conditions of Installation

Please refer to Exhibit WX and S0025.

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

21. Services & Distribution Points

See customer service center locations listed on page 29 of this document.

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 occurs when the Product passes Agilent's installation and test procedures. For Products without installation included in the purchase price, acceptance 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 and consumable Products and risk of loss and damage will pass to Customer upon delivery.
- e) Customer may cancel orders for Products prior to shipment at no charge. Product returns are subject to Agilent approval and applicable charges.

28. Licenses

- a) Agilent grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, then Agilent grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b) Except as authorized by Agilent in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.
- c) 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 a Product infringes an intellectual property right, provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent.
- b) In defending or settling an infringement claim under Section 29(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 or replace the Product or procure any necessary license. 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: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.

30. Limitation of Liability and Remedies

- 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, or lost profits) 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 this Agreement.
- b) The limitations set forth in Section 30(a) above will not apply to infringement claims under Section 29, or to damages for bodily injury or death.
- c) 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 Customer's personal data in accordance with Agilent's Privacy Statement, available at www.agilent.com/go/privacy. Agilent will not sell, rent or lease Customer's personal data to others.
- e) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- f) Disputes arising in connection with this Agreement will be governed by the laws of the State of California. and the courts of that State will have jurisdiction, except that Agilent may, at its option, bring suit for collection in the country where Customer is located.
- 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 this Agreement 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) Agilent may assign or transfer any of its rights or obligations under this Agreement upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Agilent, or its permitted successive assignees or transferees.
- l) 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. Agilent shall not be liable for any damages resulting from 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 (Oct 2008)

- (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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. 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

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.home.agilent.com/agilent/commonlanding.jsp?lc=eng&cc=US> . 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. (Questions 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

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.

This Exhibit WX ("Exhibit") is attached to and made a part of Agilent Agreement No. _____ ("Agreement"). The Agilent Extended Support Service options ("Services") described in this Exhibit consist 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. In case of conflict between the terms of the Agreement and the provisions of this Exhibit, the latter will prevail. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

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
 - (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.

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 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.



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 the terms set forth in Customer's quotation (Quotation), comprise the entire agreement between Customer and Agilent with regard to Support for Products. In case of conflict or inconsistency between the terms of this Exhibit and the terms in the Quotation, the terms of this Exhibit will control and take precedence.

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.
- 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.
- 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;
 - 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 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.

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	Best response, not to exceed 4 hours	Best response, not to exceed 4 hours	Next working day
4, 5	101-200 miles or 161-320 kilometers	8 hours	8 hours	1 additional coverage day
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.

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 and the quotation sent to Customer ("Customer's Quotation"). This Exhibit 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 and Customer's Quotation, the terms of this Exhibit shall supersede.

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.b. 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 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.
- 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) 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.
- b) 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 is performed prior to 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.
- c) In addition to the Calibration Measurement Report and label, for any OOS Products, Agilent will furnish an additional Calibration Measurement Report where applicable, that reflects the Product's performance data prior to any adjustment performed during the Agilent calibration adjustment process. Upon request, and to the extent possible, Customer is entitled to pre-adjustment data for repairs identified and made during the calibration process.

4. TURN AROUND TIME

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) **AGILENT STANDARDS-BASED CALIBRATION**

- 1) **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. Additionally, a Measurement Adequacy/Test Accuracy Ratio Addendum is included.
- 2) **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. Additionally, the measurement uncertainties are provided on a measurement-by-measurement (point-by-point) basis.
- 3) **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. Additionally, point-by-point accredited measurement uncertainty information is provided.

b) **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 cannot 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. Customer will use its reasonable efforts to utilize Agilent's Infoline (www.agilent.com/find/service) to request service for return to Agilent calibration or repair. Infoline is an online access portal into Agilent's repair and calibration service system. Its purpose is to enable customers to check progress of equipment being serviced, whether equipment is due for calibration, download a calibration certificate, etc. This service is provided free of charge. For terms of use, please see <http://www.agilent.com/find/termsfuse>.

2. When requesting calibration service, Customer should and clearly indicate the model number, serial number, control number, and return shipping address for the unit to be returned.
3. 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 USD 200 fee. If calibration Service has not been delivered, Customer is entitled to a refund of the amount paid less a USD 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 coverage period due to failure to schedule in a timely manner. Agilent may provide calibration Service up to 30 days after the Agreement expires. Cancellation fee of USD 200 is not applicable for cases when End-of-Support products covered under the agreement need to be cancelled from the agreement due to equipment failure and the units cannot be repaired and calibrated.

1. SCOPE

This exhibit ("Exhibit") provides the terms and conditions under which Agilent Technologies ("Agilent") will perform, at Customer's site, calibration for Agilent instruments, non-Agilent instruments and measurement systems listed in the quotation ("Customer's Quotation") sent to the customer ("Customer"). 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 and the Customer's Quotation. This Exhibit 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. In case of conflict between the terms of this Exhibit and Customer's Quotation, the terms of this Exhibit shall supersede.

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 this Agreement will be calibrated as necessary following any repair conducted by Agilent during the term of this 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 normal business hours, Monday through Friday, excluding Agilent holidays or other hours as agreed to in writing by Customer and Agilent.
- 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 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 200 miles or 320 kilometers from a primary Agilent Support Responsible Office. There will be a charge for travel beyond 200 miles or 320 kilometers 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 this 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.

- 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

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

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 quotation sent to Customer ("Quotation").

In case of conflict or inconsistency between the terms of this Exhibit and the Quotation, the terms of this Exhibit shall prevail. This Exhibit and the Quotation comprise the entire Service Agreement ("Agreement") between Customer and Agilent.

2. SERVICES INCLUDED

- a) **Repair Services.** Agilent provides two different repair services and the availability varies by product.
 - i. **Return to Agilent 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. Agilent may, at its option, repair or replace the product. If the product is repaired, replacement parts will be new or their equivalent and 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. If the product is replaced, the replacement may be a new or refurbished product. Replacement products will have a different serial number than the original product. 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 or replacement.
 - ii. **Advance Unit Exchange Service:** Agilent will, at its option, provide either a new or refurbished replacement unit in advance of receiving the defective unit. The original product must be returned to Agilent in the shipping container used for the replacement product. All returned products will become the property of Agilent. Each refurbished replacement product will be verified to confirm proper operation and will be rebuilt to factory specification. Replacement products will have a different serial number than the original product.
- b) **Turnaround Time.** For return to Agilent repairs, 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 advance exchange services, turnaround time will be determined by replacement product availability and is measured in elapsed days from the time the service is ordered from Agilent to the time the replacement product arrives.
- c) **Return Shipment.** For return to Agilent repairs, Agilent will return Products covered under this Agreement to Customer at no charge for standard shipping methods. For advance unit exchange services, Agilent will provide shipment for the replacement product to the customer at no charge. For all services, 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, 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 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.
- 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:
 - i. Perform all steps for self-test and trouble-shooting specified in the operating manual for the Product.
 - ii. Provide in writing the model number, serial number, current failure symptoms, pertinent failure history, service agreement number, and return address.
 - iii. Unless the Product will be delivered and picked up in person by Customer:
 - Package the Product carefully in the original shipping carton or a proper shipping carton.
 - Ship the Product freight pre-paid and properly insured to the designated Agilent Customer Service Center.
- b) **Return of Original Product.** For the advance exchange service, Customer is responsible for returning the original product within three (3) working days of receipt of the replacement product. The shipping carton from the replacement product should be used to ship the original product to Agilent. Customer retains all accessories received with the original product.
- c) **Data Reconstruction.** Customer is responsible for maintaining a procedure external to the Products for reconstruction of lost or altered files, data or programs.
- d) **Use of Agilent Infoline.** Customer will use its reasonable efforts to utilize Agilent's Infoline (www.agilent.com/find/service) to request service for return to Agilent calibration or repair. Infoline is an online access portal into Agilent's repair and calibration service system. Its purpose is to enable customers to check progress of equipment being serviced, whether equipment is due for calibration, download a calibration certificate, etc. This service is provided free of charge. For terms of use, please see <http://www.agilent.com/find/termsfuse>.

1. REPAIR

- a) **STREP (Standard Repair Price):** 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 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 and provide Customer with a revised quotation (based on time and materials) to repair the Product.
- b) **Non-STREP (Time & Materials):** Products sent to Agilent for service that do not qualify for the STREP price as quoted herein will be subject to a technical evaluation charge in the amount of US \$250.00 (US \$490.00 for Products that are required to be sent to the Factory) if repairs are not authorized by Customer. Failure to accept the quote within the validity period will be considered a quote rejection and the Products will be returned to Customer. Customer will also pay shipping and handling charges for return shipment whether the quote is accepted or rejected.
- c) **Repair Service with No Trouble Found:** Products sent in for repair (STREP or T&M) 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) plus shipping and handling charges for return shipment.
- d) **Technical Evaluation and a Calibration with No Trouble Found:** Products sent to Agilent for a Technical Evaluation with an external standards based calibration (such as Z540 Calibration or Accredited Calibration) and 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 plus 100% of the applicable calibration charge plus shipping and handling charges for return shipment.
- e) **End of Support (EOS):** Agilent will issue a repair quotation for a Product beyond its End of Support date only if Agilent has local repair capability and replacement parts are available. If a repair quotation is sent to Customer, the Time and Material process will apply. If Agilent does not issue a repair quotation, Customer will pay shipping and handling charges for return shipment.

2. Per Incident Repair Service Warranty

- a) Agilent will repair, at no charge, any subsequent failure of any Product repaired by an Agilent Service Center provided Customer notifies Agilent of such failure within ninety (90) days from the shipment date of that Product from the Agilent Service Center. Agilent repair service warranty includes all labor charges, parts and materials necessary to return the Product to a good operating condition.
- b) For instrument models that are beyond their respective End Of Support (EOS) dates, Agilent will repair at no charge any failure of the part or parts replaced in the first repair service for a period of ninety (90) days from the shipment date of that instrument from the Agilent Service Center.
- c) The repair service warranty in Section 2a & 2b above does not cover the following:
- i. Product repairs where Agilent determined that the Product was in good operating condition (No Trouble Found);
 - ii. Product repairs that only required simple part replacement (e.g. knob, foot, fuse, floppy drive, etc.);
 - iii. Products that fail a calibration only service;
 - iv. Technical evaluations;
 - v. Products returned to the Customer as un-repaired; and
 - vi. Products that are beyond their respective **End Of Support** date where Agilent is unable to procure replacement parts needed to perform warranty repair services;
 - vii. Products with broken calibration seals.

3. 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 plus shipping and handling charges for return shipment if repairs are not authorized by Customer or if Agilent is unable to repair the Product.

4. Next On Bench Emergency Service (EMRSP)

The EMRSP fee will be waived if Agilent fails to ship the Customer's Product by the acknowledged shipment date. Customer's failure to have the Product arrive at the Agilent Service Center by the mutually agreed to receive date will result in a day to day slip of the shipment date.

The EMRSP delivery service can be cancelled **ONLY** if the instrument has not yet been shipped from the Customer site.

CUSTOMER SERVICE CENTERS**US Service Center Locations:*****California***

Agilent Local Calibration Center
17822 Sky Park Circle, Bldg 9
Irvine, CA 92614
800-829-4444 option 1 option 3

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

Agilent Technologies
Customer Service Center
1424 Fountaingrove Parkway
Santa Rosa, CA 954703-1738

Colorado

Agilent Technologies
Customer Service Center
900 South Taft Avenue
Loveland, CO 80537-6378

Illinois

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

Agilent Local Calibration Center
718/720 West Alonquin Road
Arlington Heights, IL 60005
800-829-4444 Option 3; Option 1 for Agilent
Customer Service

Massachusetts

Agilent Local Calibration Center
101 Brick Kiln Road
Chelmsford, MA. 01824
484-895-0408

Pennsylvania

Agilent Local Calibration Center
2840 Emrick Blvd.
Bethlehem, PA 18020
484-895-0408

Texas

Agilent Local Calibration Center
3201 West Royal Lane
Irving, TX 75063
214-723-5600

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

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

1. DEFINITIONS

- a) "Change Order" means an agreed upon change or modification to the Deliverables, Consulting Services or other material aspect of the Statement of Work.
- b) "Consulting 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. Consulting 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 Consulting Services provided by Agilent to Customer as described in the Statement of Work, and may include one or more copies of Software licensed in accordance with Section 8 of these Terms. 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 as set forth in the Statement of Work.
- 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 Consulting Services to Customer.

2. AGILENT OBLIGATIONS

- a) Agilent will use reasonable commercial efforts to perform the Consulting 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 Consulting Services; nature of Deliverables; price, payment and delivery schedules; acceptance criteria; and Project representatives. Consulting Services for training activities ("Training Consulting 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, Consulting Services will be performed during Agilent's normal business hours.
- c) Agilent will use reasonable commercial efforts to provide the Deliverables and perform the Consulting Services in accordance with the delivery schedule specified in the Statement of Work. If no delivery schedule is specified, Agilent will perform Consulting Services and provide Deliverables subject to Agilent personnel or equipment availability.
- d) Agilent may select qualified and reputable subcontractors to perform Consulting Services and/or provide Deliverables.
- e) Agilent will appoint a representative to supervise and coordinate Agilent's performance of Consulting 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.
- b) Customer acknowledges that Agilent's ability to deliver the Consulting 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 Consulting 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, Consulting 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 Consulting 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 Consulting Services by providing written notice of cancellation to Agilent as follows:
 - 1) Consulting Services other than Training Consulting Services: Customer may cancel Consulting Services (other than Training Consulting 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 Consulting 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 Consulting 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 Consulting Services: Customer may cancel Training Consulting 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 Consulting 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 Consulting 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 Consulting 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 Consulting 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 Consulting 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 Consulting Services will occur upon Agilent's performance of such Consulting 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 (10th) day after notice by Agilent that the Deliverable is ready for acceptance testing.

7. WARRANTIES

- a) Agilent warrants that Consulting Services will be provided in a professional and workmanlike manner. Agilent will re-perform any Consulting Services not performed in accordance with the foregoing warranty, provided that Agilent receives notice from Customer within thirty (30) days after such Consulting 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.
- 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.
- 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. LIMITATION OF LIABILITY AND REMEDIES

- 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.

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 Customer's Agilent purchase agreement or, in the absence of a signed purchase agreement, Agilent Terms of Sale.
- 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 Consulting 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 Consulting 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. 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 – 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.

1. Classifications

Products receive warranty services as defined in the Table below:

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY	SUPPORT SOLD UPFRONT PERIOD	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 NOTES	
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-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

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY	SUPPORT SOLD UPFRONT PERIOD		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 NOTES
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-001-5C	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-001-5F	3 Years	2 Years	Agilent/ Dealer	3Yrs,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

WARRANTY/ SUPPORT SOLD UPFRONT CODE	STANDARD WARRANTY	SUPPORT SOLD UPFRONT PERIOD		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 NOTES
R-51C-001-1FU	1 Year	none	Onsite	3Yrs, Return to Agilent upgraded to 1Yr,Repair,8x5	Next Day	N	1, 3
R-51C-001-3A	3 Months	33 Months	Onsite	3Mo,Repair,8x5 extended to 3Yrs	Next Day	N	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-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-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-C	1 Year	none	Agilent/ Dealer	1Yr,System Uptime 3-Star Remote,8x5	4 Hours	N	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

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 Onsite 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 onsite repair services are specified in the Response Time Table below:

ZONE NUMBER	1-3	3-5	6	Other
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480	
Codes: R-51 C-001 -1 CU, R-51 C-001 -1 FU, R-51 C-001 -1 TU, R-51 C-001 -1TUI, R-51 C-001 -1 WU, R-51 C-001 -1 WU I, R-51 C-001 -3A, R-51 C-001 -3AI, R-51 C-001 -3C, R-51 C-001 -3CI, R-51 C-001 -3CU, R-51 C-001 -3FU, R-51 C-001 -3TU, R-51 C-001 -3TUI, , R-51 C-001 -3WU, R-51 C-001 -3WU I, R-51 C-001 -5A, R-51 C-001 -5AI, R-51 C-001 -5C, R-51 C-001 -5CI, R-51 C-001 -5CU, R-51 C-001 -5FU, R-51 C-001 -5TU, R-51 C-001 -5TUI, R-51 C-001 -5WU, R-51 C-001 -5WUI, R-51 C-001 -90CU, R-51 C-001 -A, R-51 C-001 -AI, R-51 C-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-51 W-001 -3CUI, R-51W-001 -3T, R-51 W-001 -3TI, R-51W-001 -5AU, R-51W-001 -5AUI, R-51 W-001 -5CU, R-51 W-001 -5CUI, R-51 W-001 -5T, R-51W-001 -5TI, R-51W-001 -5W, R-51W-001 -5WI, R-51 W-001 -T, R-51W-001 -TI, R-51W-001 -W, R-51W-001 -WI	3rd Business Day Coverage, optional next business day	3rd Business Day Coverage, optional next business day	3rd Business Day Coverage, Quote next business day	Quote