CHEMISTRY, BIOCHEMISTRY AND CLINICAL INSTRUMENTS, GENERAL PURPOSE LABORATORY INSTRUMENTS AND SERVICES

CONTRACT NUMBER: GS-26F-5944A, SECTION N

FSC GROUP 66, PART II, FSC CLASS 6630

CONTRACT PERIOD: JUNE 28, 1991 THROUGH MAY 31, 2011

MARCH 2009

SUPERSEDES ALL PREVIOUS PUBLICATIONS

AGILENT TECHNOLOGIES, INC.

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Agilent Technologies

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

LABORATORY EQUIPMENT

FSC Group 66, Part II, Section N
FSC Class 6630

Contract Number: GS-26F-5944A
Contract Period: June 28, 1991 to May 31, 2011

On-line access to Agilent Technologies contract ordering information, terms and conditions, up-to-date pricing: http://www.agilent.com/gsa/

GSA Advantage Internet address: http://www.GSAADVANTAGE.GOV

Contractor:

Agilent Technologies*

5301 Stevens Creek Blvd
Santa Clara, CA 95051
1(800) 227-9770
Our GSA Web Site is:
http://www.agilent.com/gsa

GSA U.S. General Services Administration

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SPECIAL ITEM NUMBER DESCRIPTIONS:

615-4	**Gas Chromatographs (GC), GC Mass Spectrometers, and Information Management**
615-9	**Liquid Chromatograph (LC), LC Mass Spectrometer**
615-5000	**Product Support Options to include Equipment Maintenance, Repair and Service; Calibration and Calibration Traceability Certificate; Extended Warranties; Technical Training; Technical Support and Application Development Support**
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PRODUCT CATALOG OFFERING: http://www.agilent.com/gsa

TERMS AND CONDITIONS FOR GENERAL ORDERING ACTIVITIES

DEFINITIONS

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

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) "Estimated Volume" is the combined monetary amount of eligible Products and related Support which Customer plans to order from each Exhibit during the term of this Agreement.

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.

i) "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.

1a. Table of Awarded Special Item Numbers

See page 2.

1b. Lowest Priced Model

Refer to product pages.

2. Maximum Order

The maximum order threshold (M.O.) for this contract is $400,000 for the total order. The M.O. for all special item number is $400,000.

A delivery order that exceeds the Maximum Order may be placed under the contract in accordance with FAR 8.404. Sales for orders that exceed the Maximum Order are reported in accordance with GSAR 552.238-72.

3. Minimum Order

a) Orders will not be accepted if the 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 Technologies 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).

5. Points of Production

The Points of Production are listed in Exhibit C.

6. Prices and Discounts

Price reductions for products listed in this catalog and any supplements will be applied immediately upon the effective date of the reductions.

All products included in contract GS-26F-5944a are listed in Agilent Technologies' website: http://www.agilent.com/gsa. Prices shown are net (discount deducted).

Prices in this contract are based solely on the terms and conditions of this contract.

Plug-ins and accessories combined with the instrument or system as a complete functional unit may be ordered as a single line item.

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. Government Purchase 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 purchase card phone order, please call: 1-800-227-9770

To place a credit card order by FAX, please send FAX to: 302-633-8901

Calls accepted from 8 a.m. to 8 p.m. EST.

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 (GSAR 552.225-9).

TERMS AND CONDITIONS FOR GENERAL ORDERING ACTIVITIES

See **Points of Production (EXHIBIT C**) for a list of the foreign manufactured products in this contract.

11a. Time of Delivery

From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex systems the delivery time may be up to 120 days. Agilent will make reasonable efforts to meet Customer's Delivery requirements. If Agilent is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. Check with the Agilent's Government Business Center (identified in Item 13) for best delivery.

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

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

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

12. F.O.B. Points

Prices shown are F.O.B. destination for the 50 states, the District of Columbia, and Puerto Rico. Prices for delivery to other overseas destinations are F.O.B. port of embarkation (FAR 52.247-34).

13. Ordering Addresses

Customers in the 50 states, the District of Columbia, and Puerto Rico should place orders with:

Agilent Technologies
2850 Centerville Rd.
Wilmington, Delaware 19808-1610
Toll-free phone number: 1-800-227-9770
For Service: 1-800-424-9759
Fax: (302) 633-8901

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

Each Product will receive a global warranty. A global warranty includes the standard warranty for the country of purchase. If a Product is moved to another country, the destination country's standard warranty will apply except for on-site warranty where Agilent does not have an applicable Product specific support presence or authorized representative in that country.

b) Product warranty information is available with Products, on quotations, or upon request. The warranty period begins on acceptance. Customer may receive a different warranty when the Product is purchased as part of a system.

c) Agilent warrants Agilent hardware Products against defects in materials and workmanship, and further warrants that such Products conform to Specifications.

d) Agilent warrants that Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on the hardware designated by Agilent. Agilent further warrants that Agilent owned standard Software will substantially conform to Specifications. Agilent does not warrant that Software will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer.

e) Agilent does not warrant that the operation of Products will be uninterrupted or error free.

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

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

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

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

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

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

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

16. Shipment, Packaging and Packing & Export Packing Charges

a) Agilent will ship best way prepaid according to Agilent's standard commercial practice. Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent

is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.

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

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

d) Agilent products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Agilent sales office in your area for the appropriate price. If special packing or shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.

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

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

a) Definitions.

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

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

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

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

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

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

Credit Card Clearing House

For purposes of this contract, the clearinghouse identifies the nationally accepted credit card payment

network being used by the Government commercial credit card contractor. (See Federal Supply Schedule IG 615, Government wide Commercial Credit Card Service.) The clearinghouse through which credit card payments will be processed is VISA.

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

See Support Section.

19. Terms & Conditions of Installation

a) SITE PREPARATION

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

b) SITE SURVEY

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

c) PURCHASE OF INSTALLATION SERVICES

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

d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

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

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

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

e) SOFTWARE INSTALLATION

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

f) INSTALLATION RESPONSIBILITIES

During system installation, Agilent will perform the following tasks:

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

During system installation, Customer will perform the following tasks:

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

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

NOTES:

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

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

ii) Repairs made on Products covered by Agilent warranty will be accomplished at no additional charge.

Shipment damage related to a Customer initiated relocation or shipment is not covered under warranty. For Products or damage not covered by Agilent warranty, repairs will be made at Customer's expense.

20. Terms & Conditions of Repair Parts

Not applicable to this contract.

21. Services & Distribution Points

Not applicable to this contract.

22. Participating Dealers

Not applicable to this contract.

23. Preventive Maintenance

See Support Section

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

Not applicable to this contract

25. Data Universal Number System: 195823570

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

27. Licenses

a) Agilent grants Customer a non-transferable, worldwide, non-exclusive license to use the Software for internal purposes in accordance with the documentation provided with the Software. Such documentation may include license terms provided by Agilent's third party suppliers, which will apply to the use of the Software and take precedence over these license terms. In the absence of documentation specifying the applicable license, Customer is granted the right to use one copy of the Software on one machine or instrument, or as otherwise indicated on the quotation.

b) The Software is owned and copyrighted by Agilent or its third party suppliers. Agilent and its third party suppliers retain all right, title and interest in the Software. Third party suppliers may protect their rights in the Software in the event of any violation of these license terms.

c) Customer will not disassemble or otherwise modify the Software without written authorization from Agilent, except as permitted by law. Customer may not copy the Software onto any public or distributed network.

d) Agilent may terminate Customer's license upon notice for breach of these license terms. Customer must destroy all copies of the Software immediately upon notice of termination.

e) 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, NOV. 1995) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

28. Intellectual Property Rights

a) Agilent will defend or settle any claim against Customer that Products (excluding Custom Products) delivered under this Agreement infringe an intellectual property right in the country where the

Products are used or sold, provided Customer promptly notifies Agilent in writing and cooperates with and provides control of the defense or settlement to Agilent, to the extent legally permissible.

b) In the event of an infringement claim under Section 10(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify the Product, procure any necessary license, or replace it. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.

c) Agilent has no obligation for any claim of infringement arising from:

1) Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information;

2) Product modifications by Customer or a third party;

3) Product use prohibited by Specifications or related application notes; or

4) use of the Product with products not supplied by Agilent.

d) These terms state Agilent's entire liability for claims of intellectual property infringement.

29. 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.

b) To the extent that limitation of liability is permitted by law, Agilent's liability to Customer is limited to US $1,000,000, except that Agilent's obligation to make warranty refunds under Section 15 is limited to the Product purchase price.

c) The limitations set forth in Sections 30(a) and 30(b) above will not apply to damages for bodily injury or death.

d) The remedies in this Agreement are Customer's sole and exclusive remedies.

30. Acceptance

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

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

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

d) Title to hardware Products and risk of loss and damage will pass to Customer at the delivery location agreed to by Agilent and Customer, or the location specified in the quotation or order acknowledgment. If special shipping instructions are agreed, title to hardware Products and risk of loss and damage will pass to Customer on delivery to Customer's carrier.

e) Customer may cancel orders for Products (except Custom Products) prior to shipment at no charge. Cancellation of orders or rescheduling shipment for Custom Products will be subject to Agilent's approval. Product returns will also be subject to Agilent's approval and return/refurbishment charges.

31. ADDITIONAL INFORMATION

A. Use of Federal Supply Schedules Government Contractors

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

B. Exclusions

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

C. Inspection

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

Contract Terms and Conditions -- Commercial Items (May 1999)
(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
(1) Within a reasonable time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

D. Safety Hazard Notice

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. Quality Control

TERMS AND CONDITIONS FOR GENERAL ORDERING ACTIVITIES

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

F. 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 statue or regulation to use GSA as a source of supply.
(Question regarding activities authorized to use this schedule should be directed to the contracting officer)

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

G. 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.

H. 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.

Agilent Life Sciences and Chemical Analysis Support Services

Exhibit 21A

Terms and Conditions of Sale and Service

Agilent Technologies' life sciences and chemical analysis instrument operational services are governed by this exhibit and the Agilent Terms and Conditions of Sale and Service.

Contents

1. Pharmaceutical Service Bundle (R-21B-501)
2. Petrochemical Service Bundle (R-21P-501)
3. Environmental Service Bundle (R-21E-501)
4. Life Sciences Service Bundle (R-21D-501)
5. At-Your-Site Instrument Repair Service (R-21A-501)
6. At-Your-Site Instrument Service plus Consumables Used during Repair (R-21C-501)
7. Off-Site Instrument Repair Services (R-20B-501, R-20D-501)
8. Preventive Maintenance Service (R-20L-501)
9. Mass Spectrometer Ion Source Cleaning Service (R-20M-501)
10. Qualification Services (R-22A-501, R-22B-501, R-22C-501, R-22D-501, R-22E-501, R-22F-501)
11. Life Sciences and Chemical Analysis Application Software Telephone Support and Updates (R-21V-501)
12. PC Disk Image Service (R-20N-501)
13. ChemLMS Family Software Updates and Telephone Support (R-21X-501)
14. Parts and Technical Telephone Assistance to Isolate and Resolve Hardware Problems (R-20J-501)
15. Telephone Support to Isolate and Resolve Hardware Problems (R-20H-501)
16. Self-Repair Bundle (R-20K-501)
17. General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services

1. Pharmaceutical Service Bundle (R-20B-501)

This Agilent industry-focused service bundle meets the specific needs of the pharmaceutical, agricultural and other industries that must comply with rigorous quality and regulatory requirements. This bundle contains essential services to keep your Agilent instruments in top condition for dependable operation.

This bundle is an economical alternative to purchasing each service individually. The price reduction factor for this bundle applies only to the Agilent Life Sciences and Chemical Analysis components of your system; the computer, monitor and printer products are not price-adjusted.

The Pharmaceutical Service Bundle is rigid; you may not substitute items. Moreover, the bundle must apply to every hardware item in an analytical system.

Pharmaceutical Service Bundle

- Telephone Support to Isolate and Resolve Hardware Problems
- At-Your-Site Service plus Consumables Used during Repair
- Preventive Maintenance*
- Operational Qualification *

*These services are not available for all products.

2. Petrochemical Service Bundle (R-21P-501)

This Agilent industry-focused service bundle meets the specific needs of the petrochemical, petroleum, chemical and other industries not subject to rigorous quality and regulatory requirements. This bundle contains essential services to keep your Agilent instruments in top condition for dependable operation.

This bundle is an economical alternative to purchasing each service individually. The price reduction factor for this bundle applies only to the Agilent Life Sciences and Chemical Analysis components of your system; the computer, monitor and printer products are not price-adjusted.

The Petrochemical Service Bundle is rigid; you may not substitute items. Moreover, the bundle must apply to every hardware item in an analytical system.

Petrochemical Service Bundle

- Telephone Support to Isolate and Resolve Hardware Problems
- At-Your-Site Service plus Consumables Used during Repair
- Off-Site Service for Selected Instruments Only*
- Preventive Maintenance*

*These services are not available for all products.

3. Environmental Service Bundle (R-21E-501)

This Agilent industry-focused service bundle meets the specific needs of the environmental, clinical and other laboratories that depend on mass spectrometers for sample analysis. This bundle contains essential services to keep your Agilent instruments in top condition for dependable operation.

This bundle is an economical alternative to purchasing each service individually. The price reduction factor for this bundle applies only to the Agilent Life Sciences and Chemical Analysis components of your system; the computer, monitor and printer products are not price-adjusted.

The Environmental Service Bundle is rigid; you may not substitute items. Moreover, the bundle must apply to every hardware item in an analytical system.

Environmental Service Bundle

- Telephone Support to Isolate and Resolve Hardware Problems
- At-Your-Site Service plus Consumables Used during Repair
- Preventive Maintenance*
- Off-Site Service for Selected Instruments Only*
- Mass Spectrometer Source Cleaning*

*These services are not available for all products.

4. Life Sciences Service Bundle (R-21D-501)

This Agilent industry-focused service bundle meets the specific needs of the life sciences industry. This bundle contains essential services to keep your Agilent instruments in top condition for dependable operation.

This bundle is an economical alternative to purchasing each service individually. The price reduction factor for this bundle applies only to the Agilent Life Sciences and Chemical Analysis Group components of your system; the computer monitor and printer products are not price-adjusted.

The Life Sciences Service Bundle is rigid; you may not substitute items. Moreover, the bundle must apply to every hardware item in the instrument system.

Life Sciences Service Bundle

- Telephone Support to Isolate and Resolve Hardware Problems
- At-Your-Site Instrument Repair Service
- Preventive Maintenance*

* This service is not available for all products.

The Agilent Software Telephone Support and Updates service may be available for your Life Sciences Service Bundle purchase. Please refer to your Agilent invoice for availability and service coverage.

5. At-Your-Site Instrument Repair Service (R-21A-501)

Agilent's At-Your-Site Instrument Repair Service offers you the flexibility to match service options with your needs.

A. Services

1. **Telephone Support to Isolate and Resolve Problems.** During the period of the hardware support agreement, Agilent will provide you with telephone access to the Agilent Customer Contact Centers. Customer service engineers will provide telephone assistance to isolate hardware problems with Agilent instruments.

2. **At-Your-Site Instrument Repair Service.** A customer service engineer will travel to your site to repair Agilent instruments covered under the At-Your-Site Instrument Repair Service agreement. All labor and travel costs are covered by the agreement. Repair parts used for the repair are also provided. Consumables and supplies are not provided by this service.

Features of At-Your-Site Instrument Repair Service

Telephone Support to Isolate and Resolve Hardware Problems
At-Your-Site Repair • On-site hardware troubleshooting and repair • Parts used for repair by a customer service engineer • Labor costs • Travel costs • Response time options

Some Hewlett-Packard products are not repaired on site, such as HP printers, monitors and personal computers. These products are returned to HP for repair. Agilent reserves the right to have additional products returned to HP or Agilent for repair.

B. Repa irs

Repair service includes the diagnosis and correction of a mechanical and electrical malfunction or failure. Repair will continue uninterrupted, as long as the customer service engineer determines that reasonable progress is being made toward making the instrument operational. If the customer service engineer determines that additional parts or resources are required, repair services will be interrupted and will resume as soon as the parts or resources are available. In some instances, remedies may consist of temporary procedures that you need to follow while a permanent solution is being sought.

With the At-Your-Site Instrument Repair Service, Agilent provides the parts used by the customer service engineer for instrument repair. Replacement parts are new or equivalent; repairable replaced parts become

the property of Agilent. Consumables and supplies are not included in the At-Your-Site Instrument Repair Service agreement.

C. Recommended Modifications, Reliability and Performance Enhancements

The customer service engineer may make modifications to your instruments, covered by the At-Your-Site Instrument Repair Service agreement, that are recommended to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance. These services are performed at Agilent expense. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

D. Response Time

Response time for at-your-site services is measured in elapsed coverage days from the day a service request is received to the day a customer service engineer arrives at your site. In the United States, Canada and Latin America, the standard Agilent response time is two days. In other countries, the standard response time varies depending on the distance from an Agilent Life Sciences and Chemical Analysis office.

In many regions, you are not limited to a standard response time. You have the choice of five different response times to suit your business and budget needs. However, not all five-response times are available in all areas.

Response Time Options

Agilent Travel Zone	Flexible Response Times				
1, 2, 3 Up to 100 miles (160 kilometers) from an Agilent Life Sciences and Chemical Analysis office	**One day less than country response time** Subtract one day from country standard response time and uplift service contract price 20%	**Country standard response time***	**One day more than country response time** Add one day to country standard response time and subtract 5% from service contract price	**Two days more than country response time** Add two days to country standard response time and subtract 10% from service contract price	**Three days more than country response time** Add three days to country standard response time and subtract 15% from service contract price
4, 5 100-200 miles (161-320 kilometers) from an Agilent Life Sciences and Chemical Analysis office	Not Applicable	**One day less than country response time** Subtract one day from country standard response time and uplift service contract by 20%	**Country standard response time**	**One day more than country response time** Add one day to country standard response time and subtract 5% from service contract price	**Two days more than country response time** Add two days to country standard response time and subtract 10% from service contract price
6 >200 miles (321-480 kilometers) from an Agilent Life Sciences and Chemical Analysis office	Not Applicable	Not Applicable	**One day less than country response time** Subtract one day from country standard response time and uplift service contract by 20%	**Country standard response time**	**One day more than country response time** Add one day to country standard response time and subtract 5% from service contract price
Other >300 miles (481 kilometers)	**Quote Only**				

*Established by the Agilent regional and country managers.

F. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Chemical Life Sciences and Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

6. At-Your-Site Instrument Service plus Consumables Used during Repair (R-21C-501)

The At-Your-Site Instrument Service plus Consumables Used during Repair agreement provides the identical services as At-Your-Site Instrument Repair Service (R-21A-501) and adds consumables used by the customer service engineer during instrument repair and preventive maintenance.

Features of At-Your-Site Instrument Service plus Consumables Used during Repair

Telephone Support to Isolate and Resolve Hardware Problems
At-Your-Site Repair • On-site hardware troubleshooting and repair • Parts used for repair by a customer service engineer • Consumables used during repair and preventive maintenance • Labor costs • Travel costs

Some Hewlett-Packard products are not repaired on site, such as HP printers, monitors and personal computers. These products are returned to HP for repair. Agilent reserves the right to have additional products returned to HP for repair.

A. Consumables for At-Your-Site Instrument Service plus Consumables Used during Repair

The following tables define the consumables and supplies covered by At-Your-Site Instrument Service plus Consumables Used during Repair. These tables define the consumables that may be used by the customer service engineer during instrument repair. This service is not a source to obtain consumables routinely. Consumables that you use daily, including any listed in the tables below, are your responsibility.

Gas Chromatograph Products

Liners	O-rings	Washers
Seals	Septa	Column nuts
Ferrules	Insert springs	FID jet
NPD bead*	ECD cell*	Detector ignitors

*Maximum one per instrument per year

Liquid Chromatograph Products

Wear retainers	Inlet cap	Piston seals

Filter inlets	PTFE frits	Needle seats
Gaskets Rotor	seal	Windows
Spacer FEP	Fingercaps	Seat capillary
Needle assemblies	Cell springs	Outlet cap
Seals Step	window	Pistons
Capillaries Valv	es	Seat assemblies
Deuterium lamps*	Valve cartridge	Spacer
Xenon lamp*	Electrodes	
Tungsten lamps*	Photo multiplier tubes*	

*Maximum one per instrument per year

Gas Chromatograph-Mass Spectrometer Products

Electron multiplier*	Jet separators*	O-ring
Filaments	Gaskets	Vacuum gauge tubes*

* Maximum one per instrument per year

Liquid Chromatograph-Mass Spectrometer Products

Bal seals	Four-way selection valve*	Seals
Canted coil spring	Inlet filter	Seal midgi series
Capillary cleaning wire	Isolation seal	Skimmers
Corona needle	LC/MS Nitrogen gas conditioner	Stator head/face
Electron Multiplier replacement horn*	Manifold RF Gasket	Thermospray
Electrospray glass cartridges	Nebulizer needle APCI & API-ES	Thermospray skimmers
Ferules	Nebulizer needle holder	Tubings
Fiberglass tape	O-rings	Vacuum pump fluid
Fittings Rotor	seal	

* Maximum one per instrument per year

ICP-Mass Spectrometer Products

Argon filters	Inter sleeve	Quartz torch*
Ball joint connector	Inert torch*	Rf return strip
Bonnet	Long-life shield plate	Sapphire tubing for inert torch*
Carrier/blend gas tubing	Mist filters	Shield plate
Drain tubing	O rings	Skimmer bases*
Electron multiplier*	Omega lens assembly*	Spray chamber drain line
Extraction lens 1, 2, and spacers	Plastic tray	Tubing for plasma/Auxiliary gas line
Extraction lens spacer	Platinum tubing for inert torch*	

* Maximum on per instrument per year

Capillary Electrophoresis Products

Air filter	Glass frit	Pre-puncher
Electrode Assy	Deuterium lamp*	

* Maximum on per instrument per year

B. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document.. Please refer to this section for limitations of coverage.

7. Off-Site Instrument Repair Services (R-20B-501, R-20D-501)

The Agilent Life Sciences and Chemical Analysis Customer Service Centers provide expert troubleshooting assistance for selected instruments. This support service gives you lower-cost support than at-your-site repair.

Agilent provides the following services at designated Agilent Life Sciences and Chemical Analysis Customer Service Centers.

A. Services

1. **Return to Agilent for Repair (R-20B-501).** Agilent provides all labor, parts and materials necessary to restore the instrument to good operating condition. Replacement parts are new or their equivalent. Replaced parts become the property of Agilent.

   You are responsible for shipping costs when returning an instrument to Agilent for repair.

   Service includes diagnosis and correction of product malfunctions and failures. Repaired products are retested to verify proper operation. Engineering improvement modifications, when applicable, may be installed at the time of repair. Services designed to minimize product failure and extend useful product life, such as cleaning, adjusting, lubricating, inspecting or testing, may also be performed free of cost at the time of repair.

   Turnaround time for this service is typically five Agilent working days—except for intermittent failures that may require additional repair time. Turnaround time is measured in elapsed days from the time the instrument is received at the Agilent Life Sciences and Chemical Analysis Customer Service Center until return shipment. For select instruments requiring transshipment to a central service center, turnaround time is measured from time of receipt at the central service center.

   For customer locations within the country where service is provided, Agilent returns the repaired instrument at surface rates. If expedited shipping is requested, these charges are billed to your company.

2. **Instrument Exchange Service* (R-20D-501).** Agilent provides an identical, refurbished replacement instrument at your site typically within 24 hours after you place a call to the Agilent Customer Contact Center during Agilent's normal business hours: 8:00 am to 5:00 pm your time,

Monday through Friday, excluding Agilent holidays. In Europe, normal business hours are 0800 to 1700, Central European Time.

You must return the failed instrument within five days to Agilent in packaging provided by Agilent. Agilent will pay the return shipping. If the instrument is not returned within five days, Agilent will invoice you for the unit at the current list price.

B. Service Limitations for Off-Site Instrument Repair

1. **Software and Network Support.** Any maintenance services involving software or network-related problems are subject to Agilent's standard service rates unless the products are covered by an appropriate contractual software or network support service.

2. **Product Eligibility.** Only specifically designated instruments are eligible for off-site instrument repair services.

C. Custo mer Responsibilities

1. **Preparation for Off-Site Repair Services.** You are responsible for performing the following actions prior to returning an instrument for service:

   a. **Perform Tests.** Perform all steps for self-test and troubleshooting specified in the operating manual for the instrument.

   b. **Follow the Agilent Process.** Follow the standard Agilent process for calling and reporting a hardware problem.

   c. **Provide Pertinent Information.** Provide in writing the model number, serial number, current failure symptoms, pertinent failure history, control number and return address.

   d. **Submit EH&S Form.** Complete and enclose the Environmental Health & Safety (EH&S) form, if available. If the form is not present, please provide a written statement that no EH&S hazard exists as a result of the use of the instrument in your laboratory.

   e. **Ensure Proper Packaging.** Unless you deliver the instrument and pick it up again in person, you must:

- Package the instrument carefully in the Agilent shipping carton if available or a proper shipping carton.
- Ship the instrument freight prepaid and properly insured to the designated Agilent Life Sciences and Chemical Analysis Customer Service Center.

2. **Data Reconstruction.** You are responsible for maintaining a procedure external to the instrument for reconstruction of lost or altered files, data and programs.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

8. Preventive Maintenance Service (R-20L-501)

Many instruments require periodic maintenance to sustain uptime and extend useful instrument life. Agilent's preventive maintenance service provides one visit per year to your site to perform preventive maintenance procedures on the covered hardware. You can purchase as many preventive maintenance services as you want. Preventative Maintenance Service is included in Agilent's industry service bundles for some instruments. For some instruments, this service is referred to as planned maintenance.

A. Preventive Maintenance Service Features

During the period covered by the preventive maintenance service agreement, a customer service engineer travels once to your site and provides the labor required for preventive maintenance services. The specific consumables and supplies that are required to perform Agilent's preventive or planned maintenance procedures on your instrument are also included.

Services provided during a preventive maintenance visit include cleaning, adjusting, lubricating, inspecting or testing procedures that are designed to reduce instrument problems and extend useful instrument life. The customer service engineer may also perform routine operational maintenance procedures, which typically are your responsibility, during the preventive maintenance visit. These procedures may include changing septa and glass insert liners, FID jet cleaning, and replacement of seals.

Preventive maintenance is performed according to Agilent-recommended procedures. Instrument-specific planned maintenance procedure checklists may be obtained from your local Agilent service representative. Preventive maintenance is performed during the period of coverage according to a mutually agreed upon schedule, or coincident with purchased instrument calibration, operational qualification (OQ), or ion source cleaning service.

If the inspection procedures uncover any problems with the instrument, the parts, consumable parts, supplies and labor to correct these problems are not included in the preventive maintenance service. These repairs are subject to the terms of your Agilent repair service contract, or may be paid for on a per-incident basis. Repair parts, consumables or supplies not specifically used as part of the instrument's preventive or planned maintenance procedures are not included.

B. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

9. Mass Spectrometer Ion Source Cleaning Service (R-20M-501)

Agilent's mass spectrometer ion source cleaning service allows laboratory staff to devote more time for chemical analysis, not instrument cleaning. This service provides efficient cleaning for minimum downtime.

TERMS AND CONDITIONS APPLICABLE TO S.I.N. 615-5000; PRODUCT SUPPORT OPTIONS TO INCLUDE EQUIPMENT MAINTENANCE, REPAIR AND SERVICE, CALIBRATION AND CALIBRATION TRACEABILITY, EXTENDED WARRANTIES, TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT.

A. Services

During the period covered by the Mass Spectrometer Ion Source Cleaning Service agreement, a customer service engineer travels once to your site annually. Services provided during a mass spectrometer ion source cleaning visit include disassembling, cleaning and re-assembling your mass spectrometer ion source. In the case of the ICP-MS system, this service involves cleaning the Extract Lenses, Einzel Lens and the Omega Lens.

Mass Spectrometer Ion Source Cleaning Service is performed according to Agilent-recommended procedures. This service is performed during the period of coverage according to a mutually agreed upon schedule, or coincident with purchased instrument calibration or operational qualification (OQ) service. The Ion Source Cleaning Service includes one Ion Source Cleaning Kit applicable to your instrument. This kit contains the parts, supplies and consumables that are typically necessary to complete an ion source cleaning.

If the source cleaning procedures uncover any problems with the instrument, the parts and labor to correct these problems are not included in the source cleaning service. These repairs are subject to the terms of your Agilent repair service contract, or Agilent's standard time and material charges. Only the parts, consumables or supplies contained in the Ion Source Cleaning Kit that are applicable to your instrument are included in this service.

B. Custo mer Responsibilities

You are responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

C. Mass Spectrometer Ion Source Cleaning Service Kits

The customer service engineer, in performing mass spectrometer ion source cleaning, uses Agilent kits that contain all necessary consumables for the service. These kits may contain more consumables than are needed; any excess consumables are left on site for your use.

Ion Source Cleaning Kits

General Cleaning Kit containing abrasive sheets, lint-free cloths, cotton swabs, alumina powder, and nylon gloves (large)
5973 CI/EI Kit containing the general cleaning kit plus 2/pk CI filament assembly for the 5973 MSD and EI filament for the 5973 MSD
5973 EI-Only Kit containing the general cleaning kit plus EI filament for the 5973 MSD
5972 Kit containing the general cleaning kit plus filament assembly for the 5972 MSD
5971 Kit containing the general cleaning kit plus filament assembly for the 5971 MSD
5970 Kit containing the general cleaning kit plus 2/pk filament assembly for the 5970 MSD
5989A/B and 5988A Kit containing the general cleaning kit plus the filament assembly

G1820A ICP-MS Kit containing the general cleaning kit

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

10. Qualification Services (R-22A-501, R-22B-501, R-22C-501, R-22D-501, R-22E-501, R-22F-501)

To assist you in complying with regulatory and quality requirements, Agilent offers qualification services using standard Agilent test protocols and performance specifications to validate the Agilent instrument's performance, on an annual basis. It is your responsibility to ensure compliance with regulatory requirements. The chemical performance test kits, parts that are used by the customer service engineer, labor and travel expenses incurred by the customer service engineer to deliver the qualification service are included.

A. Services

Agilent qualification services consist of calibration and operational qualification (OQ) of Agilent instruments as well as operational qualification for Agilent software.

1. **Calibration (R-22A-501).** Calibration service is scheduled and delivered annually per instrument. Calibration consists of measuring, documenting the measured values and comparing the results to a specified value according to Agilent-supported procedures. If the instrument requires an adjustment, the adjustment is documented in the results along with the adjusted value. Calibration services are available on a limited number of out-of-production instruments. These instruments require periodic calibration checks to ensure proper operational results. Standard Agilent-supported procedures, based on sound metrological practice, are followed by the Agilent delivery organization on a worldwide basis. Measurements made in conjunction with the calibration service are traceable to the appropriate national or international standards organization, where applicable.

2. **Operational Qualification (R-22B-501)**. OQ service is scheduled and delivered annually per instrument. Agilent-developed and supported OQ procedures are used by trained service engineers to perform operational tests on Agilent instruments. The Agilent OQ service uses a chemical test sample kit of known concentration on chromatography instruments to determine operational performance. Agilent OQ service provides complete documentation of the tests, a copy of the test protocol and the operational test results. All tests conform to Agilent-supported procedures and operational specifications, based on sound metrological practice. Measurements made in conjunction with an OQ service are traceable to the appropriate national or international standards organization, where applicable.

3. **Performance Verification (R-22B-501).** Performance verification service for Agilent products is identical to the OQ service.

4. **Additional Channel/Detector/Source OQ (R-22D-501).** OQ service is offered for Agilent instruments that have multiple inlets, detectors or sources. Upon completion of the OQ of the

instrument (R-22B-501), the service representative performs an OQ operational test of the additional channel, detector or source. The results of the additional tests are attached to the original OQ documentation.

5. **Contractual ChemStation OQ (R-22C-501).** One scheduled annual ChemStation OQ per ChemStation software application for gas chromatograph, liquid chromatograph, liquid chromatograph/mass selective detector, and capillary electrophoresis instruments. Trained service engineers use Agilent-developed and supported OQ procedures to deliver operational tests of the named ChemStation application software. The Agilent OQ service is a functional check of the software that has been installed on your computer. The service representative tests: log-on security to ensure correct operation, the ChemStation software to ensure proper communications and control, and the calculation, reporting and integration algorithms within the application to ensure exact, correct answers when challenged with a standard data file. Agilent OQ service provides complete documentation of the tests, a copy of the test protocol and the test results.

6. **Contractual Networked Data System (NDS)/Security Pack OQ (R-22E-501).** One scheduled annual NDS/Security Pack, 21CFR Part 11 compliant Software OQ, per software application for gas chromatograph, liquid chromatography, liquid chromatography/mass selective detector, and UV-VIS instruments. Trained service engineers use Agilent-developed and supported OQ/PV procedures to deliver operational tests of the named Agilent NDS/Security Pack application software. The Agilent OQ service is a functional check of the software that has been installed on your computer. The service representative tests the NDS/Security Pack software for: long-on security to ensure correct operation, proper communication and control, and the calculation, reporting and integration algorithms within the application to ensure exact correct answers when challenged with a standard data file. Also, software features such as audit trail, second pass review, user capability levels, and password administration which are important to 21CFR Part 11 compliance are tested. Agilent OQ service provides complete documentation of the tests, a copy of the test protocol and the test results.

7. **Re-qualification after Repair (R-22F-501).** For instruments that have their operational performance verified by an annual OQ, the Re-qualification after Repair service tests that the performance of a part of the system that has been repaired is still performing to Agilent's operational specifications. The re-qualification test, using Agilent developed procedures, is delivered by a trained service engineer after Agilent provided repairs that have been identified by Agilent as involving parts of the instrument that could affect its operational performance. For selected user performed maintenance, a user delivered test procedure is provided to check the integrity of the affected component. This product is only available for a limited number of Agilent instrument models. Agilent Re-qualification after Repair service provides complete documentation of the tests, a copy of the test protocol and the test results.

B. Documentation

1. **Test Results.** Test results (pass or fail) are provided to you. You also receive documentation of the test protocol results with the specified values. The customer service engineer and your designated representative review the results of the test protocols. Both sign and date the results and one copy is provided to you for your records.

2. **Sticker.** The customer service engineer places a sticker on the Agilent instruments that have passed the test. The sticker is affixed on an area of the instrument that is designated by you or your representative to indicate that the qualification service was performed on the instrument. The

sticker includes the date that the test was performed, the name of the customer service engineer who performed the test, and the instrument model and serial number.

3. **Notification of Out-of-Tolerance Conditions and Retesting.** Agilent notifies you in writing if the test and measurement equipment used to perform the qualification test on your Agilent instrument has been found to have any, in Agilent's evaluation, significantly out-of-tolerance condition of test and measurement equipment. Agilent will offer to recalibrate or test the affected Agilent instrument at no additional charge to you.

C. Service Limitations

1. **Product Eligibility.** The Agilent instrument must have a standard Agilent-developed qualification procedure to qualify for full coverage under this service.

2. **Service Availability.** The qualification services described in this exhibit are subject to local geography availability. Only the specified designated Agilent instruments are eligible for qualification services.

3. **Instrument Failure.** If the standard test procedures cannot be completed because of Agilent instrument failure, Agilent will offer to perform repairs provided that you have an existing At-Your-Site Instrument Repair or At-Your-Site Instrument Service plus Consumables Used during Repair agreement. Agilent can also perform the repair at standard Agilent service rates prior to completing the qualification service. Repairs not covered by an existing Agilent service agreement require you to have an open purchase order specifying all designated persons authorized to request such service in advance of any service.

4. **Response Time.** An Agilent customer service representative will consult with you or your representative to determine a mutually convenient month in which to perform the qualification service. Agilent will use reasonable efforts to meet the delivery schedule, but shall not be liable for failure to meet such dates. If you cause a delay in Agilent's response time, this could result in an adjustment to Agilent's delivery schedule.

5. **Disclaimer of Warranty.** Agilent makes no warranties, expressed or implied, for Agilent calibration or OQ services performed on any Agilent instruments, except that such services will be performed in a professional manner. IN PARTICULAR, AGILENT MAKES NO WARRANTY OR REPRESENTATION THAT PERFORMANCE OF SUCH SERVICES WILL RENDER THE INSTRUMENTS COMPLIANT WITH ANY APPLICABLE REGULATORY OR QUALITY REQUIREMENTS.

6. **Prerequisites.** Agilent will make the final judgment as to whether you have adequately met the prerequisites for the services outlined in this section.

   a. Minimum Configuration. The covered Agilent instrument must include at least the minimum configuration specified in the appropriate calibration or OQ procedure.

   b. Connectors and Cables. All Agilent instruments covered under the qualification services must be interconnected by cables or connectors listed in the appropriate Agilent documents as compatible with these products.

   c. Preventive Maintenance. A preventive maintenance procedure, when recommended by the manufacturer, may be performed prior to the qualification service. Preventive maintenance may

be covered under an existing service agreement or be charged at standard Agilent service rates.

d. Customer Responsibilities

- **Rescheduled Services.** You will be responsible for any and all costs incurred by Agilent as a result of postponing or rescheduling any qualification service.
- **Business Objectives.** You remain responsible for any business decision made or actions taken by you as a result of any qualification service procedure.

e. Proprietary Information. Any Agilent-copyrighted materials such as software and printed or electronic documentation and standard operating procedures may not be copied unless Agilent agrees to such copying in writing.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

11. Life Sciences and Chemical Analysis Application Software Telephone Support and Updates (R-21V-501)

This service provides telephone support to isolate and resolve Agilent software problems for up to two designated callers. Software updates are provided for up to two systems with the same Agilent application software at the same site.

This service offers a cost-effective optional license (R-L00-501) to use and copy the purchased software for additional systems with the same Agilent application software at the same site. This option does not increase the number of designated callers beyond two.

A. Services

1. **Access to Technical Help.** Access to the Agilent Customer Contact Center for two authorized callers to resolve software problems. When immediate assistance is not available, you will receive a return telephone call from a software expert within four working hours after your request during normal hours of coverage (Typically 8:00 am to 5:00 pm your time, Monday through Friday, excluding Agilent holidays. In Europe, normal hours of coverage are 0800 to 1700, Central European Time.)

2) **Updates**. At Agilent's discretion, software updates and documentation may be delivered automatically to your site when made available by Agilent, or dispatched to you upon request to the Customer Contact Center.

3) **Bulletins.** Access to Software Status Bulletins.

4) **Tracking.** Logging and tracking of your software enhancement requests and problem reporting.

5) **Additional Licenses.** Additional licenses to use Agilent application software updates on one additional system running the same software at the same location.

6) **Additional System Support.** Extension of Agilent software telephone support for one additional system running the same software at the same location.

B. Prerequisites

1. **Designated Callers.** You must identify one primary and one alternate caller. Both callers must have completed Agilent training courses in basic instrument operation or must have equivalent experience operating Agilent life sciences and chemical analysis instruments.

2. **Telephone Assistance with Software.** For Agilent to provide effective assistance via the telephone, including effective Agilent software problem resolution, you must provide one voice-grade telephone near the instrument system.

   For Agilent to access your system remotely, you must provide one qualified modem; access to one voice-grade telephone; and one data-quality telephone line or network with terminations near the analytical system. Such access will occur only with your authorization. You may be asked to implement temporary procedures during remote telephone support.

3. **Software Licenses.** You can purchase application software updates and telephone assistance to isolate and resolve Agilent software problems only for software that you have rightfully acquired and for which you have an appropriate software license.

4. **General Coverage.** All software for a system must be covered at the same level of support. The optional license to use and copy coverage can be extended to one additional system. The additional system must be:

   - Running the same software, at the same revision level, as the first system.
   - Supported by the same designated callers.
   - Located at the same site as the first system.

   Agilent provides contractual support for only the most current and last previous versions of Agilent software. The last previous version will be supported for one year from the last date of availability. Both versions of software are supported only on hardware that meets Agilent specifications for that software. If support coverage lapses, additional fees may be required to resume support coverage.

   Telephone support and software updates are for the specific Agilent software package specified in your agreement. Support for the operating system or any other software running on the system is not provided by this service.

5. **Software Updates for Each Instrument.** You must purchase Agilent telephone support and software updates, if available, for each chemical analysis application software product on your system. The Agilent application software updates may be copied to one additional system only if you have purchased a license for the original Agilent software on that system.

6. **Materials Recipient.** You must identify a recipient for software updates and other written materials for each system covered by Agilent application software telephone support and software updates.

7. **Diagnostic and Maintenance Software for Select Systems.** You may be required to allow Agilent to keep Agilent system and network diagnostic and maintenance programs resident on your system or at your site for the exclusive purpose of performing diagnostics and maintenance. Prior to submitting an Agilent software problem report to Agilent, you may be asked to assist Agilent in running these Agilent-supplied programs. These programs are the sole property of Agilent and Agilent may remove these programs when the support contract ends.

8. **Data Backup and Restoration.** You are responsible for maintaining a backup of your entire operating system, data files, method files and applications. You are responsible for restoring the system from this backup in the event of a hardware or software failure or event that causes data loss.

C. Software License and Copyrights

1. **Update License-to-Use.** Agilent grants you one license to use the Agilent application software update provided by Agilent for the associated Agilent hardware device.

2. **Additional License-to-Use.** For each Agilent hardware device for which you have an Agilent software product license, Agilent grants you the right to make one copy of the update and to use the update on the associated hardware device.

3. **License Terms.** The License-to-Use Agilent application software updates is governed by the Agilent Software License Terms that are in effect on the date that Agilent ships the update to you.

4. **Copies of Minor Software Revisions.** You can copy a minor update to Agilent software that came with a new Agilent instrument or that you obtained through an existing Agilent software support contract. Your right to copy a minor update is limited to any system that supports the software revision and is covered by an existing software support contract. Minor updates are defined as those that are identified with a second-level addition to the software. That is, a minor update to application software G2170AA Revision A.08.01 would be G2170AA Revision A.08.02. Moreover, you can copy existing Agilent application software to new Agilent instruments that include an update to your current application software as long as the instruments support your existing software.

5. **Agilent Ownership of Updates.** Agilent owns and has full title to and interest in the updates, except as set forth in the Agilent Software License Terms.

6. **Copyright and Trademark Notices.** You must reproduce and conspicuously affix copyright and trademark notices from the original software on each copy of an update that you make for backup and record retention.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this

section for limitations of coverage.

12. PC Disk Image Service (R-20N-501)

This service offers a complete solution for users of Agilent single-PC data systems. This solution provides a fast and simple backup of your computer's hard drive to protect you from the time-consuming process of rebuilding a system after a PC hardware or software catastrophe; such as hard-drive failure, major virus attack, serious user error, installation of incompatible software or severe operating system crash.

A. Services

1. **Telephone Support.** During the period of the support agreement, Agilent will provide you with telephone access to the Agilent Customer Contact Center. Customer service engineers will provide telephone assistance to aid in the restoration process.

2. **On-site Full System Backup.** After system installation, a customer service representative initiates a full-system backup, capturing an exact image of your hard drive onto removable media. These CD-Rs and floppies contain all the information you need to restore your system to its original configuration, including the operating system, applications and all custom settings. The disks are placed in a protective case along with instructions for restoring the system.

   The initial configuration backup solution includes backup software, ten CD-Rs, ten 3.5-inch floppy disks, storage case, installation of the backup software and the optional CD-writer and the first full system backup.

   Installation of the backup software and the optional CD-writer is only for Agilent-approved PCs with specified Hewlett-Packard CD-writer. The CD-writer is not included with the back solution because it may be included with the PC hardware. In most cases, you will need to add the CD-writer hardware to your PC. It is available as an option, with installation included.

   When purchased as a per incident or standalone service, travel charges for the service engineer are not included. Additional travel charges will apply.

3. **Optional Updating Service.** If you have purchased the software backup solution as an option to an industry-focused service bundle, a service representative can repeat the full backup procedure when performing contractual scheduled preventive maintenance. This periodic full system backup captures any new applications or upgrades that have been added to your system or any configuration changes that have been made since the initial installation.

4. **PC Compatibility.** This service is only compatible with factory-supported configurations of Agilent single PC ChemStations and Cerity NDS Chemical QA/QC Clients shipped by Agilent after November 1999 except small form factor PCs such as the HP Vectra VL400, HP Vectra Vli8 SF and laptop PCs such as the HP Omnibook.

B. **General Terms and Conditions**

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

13. ChemLMS Family Software Updates and Telephone Support (R-21X-501)

This support service provides you with a fixed annual cost for updates to the ChemLMS software you originally purchased. This enables predictable budget management. This is also a timely and convenient way to remain current with the latest software features, enhancing your laboratory capability. In addition, you get telephone support to isolate and resolve Agilent software problems.

For multiple ChemLMS systems, you must purchase support for each system to receive Agilent Software Updates and Telephone Support for that system.

A. Services

1. **Updates.** At Agilent's discretion, software updates and documentation may be delivered automatically to your site when made available by Agilent, or dispatched to you upon request to the Customer Contract Center.
2. **Access to Technical Help.** Access to the Agilent Customer Contact Center for two authorized callers to answer software questions. When immediate assistance is not available, you will receive a return telephone call from a software expert within four working hours after your request during normal hours of coverage (Typically 8:00 am to 5:00 pm your time, Monday through Friday, excluding Agilent holidays. In Europe, normal hours of coverage are 0800 to 1700 Central European Time.)
3. **Bulletins.** Software status bulletins.
4. **Response to Requests.** Response to ChemLMS software enhancement requests and problem reports.
5. **Software Support.** Support for all ChemLMS software previously purchased for use with each system for which support is purchased.

B. Prerequisites

1. **Designated Callers.** You must identify one primary and one alternate caller. Both callers must have completed Agilent training curriculum for ChemLMS or have equivalent experience operating ChemLMS systems.
2. **Telephone Assistance with Agilent Software.** For Agilent to provide effective assistance via the telephone, including Agilent software problem resolution, you must provide one voice-grade telephone near the ChemLMS system or to other locations—previously agreed upon by Agilent and you—which allows you or your designated caller to perform software operations required during problem resolution.
3. **Software Licenses.** You can purchase software updates and telephone assistance to isolate and resolve Agilent software problems only for software that you have rightfully acquired and for which you have an appropriate software license.
4. **General Coverage.** All software on a ChemLMS system must be covered at the same level of support.

5. **Software License Required.** Support must be purchased for the ChemLMS server software and for each user license associated with the ChemLMS server.

6. **Materials Recipient.** For each system covered by ChemLMS Family Software Updates and Telephone Support to isolate and resolve Agilent software problems, you must identify a recipient for the materials.

7. **Remote Access.** For Agilent to access your system remotely, you must provide one qualified modem, access to one voice-grade telephone, and one data-quality telephone line or network with terminations near the ChemLMS system. Such access will be performed only with your authorization. You may be asked to implement temporary procedures during remote telephone support.

8. **Diagnostic and Maintenance Software for ChemLMS Systems.** You must allow Agilent to keep Agilent system and network diagnostic and maintenance programs resident on your system or at your site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, you may be asked to assist Agilent in running these Agilent-supplied programs. These programs are the sole property of Agilent and Agilent may remove these programs when the support contract ends.

9. **Multiple Systems Support.** For multiple ChemLMS systems, you must purchase support for each system to receive Software Updates and Telephone Support to isolate and resolve Agilent software problems.

10. **Data Recovery.** You are responsible for maintaining a backup of your entire operating system, data files, method files and applications. You are responsible for restoring the system from this backup in the event of a hardware or software failure or event that causes data loss.

C. Software License and Copyrights

1. **License-to-use.** For each user license that you purchase for a ChemLMS system, Agilent grants a license to use the ChemLMS software update when you purchase support for that user license.

2. **License Terms.** The license-to-use ChemLMS software updates is governed by the Software License Terms that are in effect on the date that Agilent ships the update to you.

3. **Agilent Ownership of Updates.** Agilent owns and has full title to and interest in the updates, except as set forth in Agilent Software License Terms.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

14. Parts and Technical Telephone Assistance to Isolate and Resolve Hardware Problems (R-20J-501)

TERMS AND CONDITIONS APPLICABLE TO S.I.N. 615-5000; PRODUCT SUPPORT OPTIONS TO INCLUDE EQUIPMENT MAINTENANCE, REPAIR AND SERVICE, CALIBRATION AND CALIBRATION TRACEABILITY, EXTENDED WARRANTIES, TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT.

A. Telephone Support

A primary caller from your company will receive telephone diagnostic troubleshooting support from trained Agilent support specialists. You can also designate an alternate caller from your company. When immediate assistance is not available, you will receive a return telephone call from a software expert within four working hours after your request during normal hours of coverage (Typically 8:00 am to 5:00 pm your time, Monday through Friday, excluding Agilent holidays. In Europe, normal hours of coverage are 0800 to 1700, Central European Time.) The Agilent Customer Contact Center engineer will assist in identifying problems and troubleshooting to the printed circuit board or replacement assembly level.

B. Extent of Troubleshooting

The Contact Center engineer will assist in identifying problems and troubleshooting to the printed circuit board or replacement assembly level. You may place as many calls to the Contact Center as you require. Agilent service engineers will provide you with troubleshooting or repair advice that you can then implement to correct the problem. However, you may be required to call back, after performing tests or procedures, to continue the troubleshooting process. If, during the course of the repair, Agilent determines that the repair process has exceeded the reasonable limits of troubleshooting via the phone, Agilent will advise that at-your-site or other assistance is required. Any at-your-site service will be billed at the Agilent standard rates for labor and travel. Repair parts, used by Agilent, will be provided as part of this service.

If, in Agilent's opinion, the failure has been isolated to a board or assembly and replacing this assembly does not require special tools or skills, Agilent may offer to ship the replacement assembly to your site and have you replace the part. In this case, no labor, travel or charges for repair parts will apply. Agilent will not provide, as part of this agreement, repair parts or tools needed to troubleshoot or diagnose failures.

C. Replace ment Parts

Agilent will provide the replacement parts required to correct a malfunction. Consumables and supplies are not included in this service.

If a repair part is shipped to your site, you are responsible for returning to Agilent, within five days, any defective repair part or assembly designated as an "exchange part." You are also responsible for completing and enclosing with the exchange part the Environmental Health & Safety (EH&S) form that should be in the shipping box with the replacement part.

If any exchange part or assembly has been contaminated as a result of a hazardous environment or hazardous analytical samples and cannot be returned safely to Agilent, you are responsible for proper disposal of the part. Contamination can result from a corrosive or biological or radiological hazard.

Agilent will invoice you for the full cost of parts or assemblies that are not returned.

D. Custo mer Responsibilities

With the assistance of a Contact Center engineer, you are responsible for troubleshooting; making diagnostic tests and measurements; locating, removing and replacing defective parts; employing procedures to eliminate static discharge damage; and verifying instrument performance.

It is your responsibility to be sure that if you or any other employee or agent of your company troubleshoots or repairs your instruments, they are qualified to service electrical equipment and meet all

governmental regulations for servicing the particular type of instrument. It is your responsibility to follow safe working habits and to unplug the instrument from electrical power when instrument covers are removed.

If you or any other employee or agent of your company is not qualified or does not feel comfortable performing any repairs or diagnostics suggested by an Agilent service representative, it is your responsibility to halt the procedure and to notify the Agilent service representative. The repair will revert to Agilent at-your-site service or return-to-Agilent service.

E. Customer Technical Support

The person troubleshooting and repairing the instrument must have a reasonable functional understanding of the instrument. Completion of technical training from Agilent's Customer Contact Center curriculum satisfies these requirements. You must also provide and employ diagnostic equipment and tools as specified by Agilent. An Agilent support district manager or designee can endorse equivalent training and experience as satisfying these requirements.

F. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

15. Telephone Support to Isolate and Resolve Hardware Problems (R-20H-501)

A. Telephone Support

A primary caller from your company will receive telephone diagnostic troubleshooting support from trained Agilent support specialists. You can also designate an alternate caller from your company. When immediate assistance is not available, you will receive a return telephone call from a software expert within four working hours after your request during normal hours of coverage (Typically 8:00 am to 5:00 pm your time, Monday through Friday, excluding Agilent holidays. In Europe, normal hours of coverage are 0800 to 1700, Central European Time.)

B. Extent of Troubleshooting

The Agilent Customer Contact Center engineer will assist in identifying hardware problems and hardware troubleshooting to the printed circuit board or replacement assembly level. You may place as many calls to the Contact Center as you require. Agilent service engineers will provide you with troubleshooting or repair advice for your problem. You may be required to call back, after performing tests or procedures, to continue the troubleshooting process. If, during the course of the repair, Agilent determines that the repair process has exceeded the reasonable limits of troubleshooting via the phone, Agilent will advise that at-your-site or other assistance is required. Any at-your-site service will be billed at the Agilent standard rates for labor, travel and parts.

C. Custo mer Responsibilities

It is your responsibility to be sure that if you or any other employee or agent of your company troubleshoots or repairs your instruments, they are qualified to service electrical equipment and meet all governmental regulations for servicing the particular type of instrument. It is your responsibility to follow safe working habits and to disconnect the instrument from electrical power when instrument covers are removed.

If you or any other employee or agent of your company is not qualified or does not feel comfortable performing any repairs or diagnostics suggested by an Agilent support representative, it is your responsibility to halt the procedure and to notify the Agilent support representative. The repair will revert to Agilent at-your-site service or return-to-Agilent service.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

16. Self-Repair Bundle (R-20K-501)

The Self-Repair Bundle meets the specific needs of in-house technical groups that perform Agilent instrument maintenance and repair. The Self-Repair Bundle lets you integrate Agilent resources with in-house technical support to maximize your capabilities.

This service is quoted only for 20 or more Agilent instrument components that have serial numbers. This agreement type is not available in all areas. It is offered only with the approval of the local Agilent support manager.

A. Features of the Self-Repair Bundle

This support bundle is designed for the laboratory with an in-house support group. This service complements the skills of your in-house group by providing technical information, access to repair training, telephone assistance and troubleshooting help. Repair parts are also included in this bundle. If on-site help is needed, preferential response is included. On-site labor is not included in this support bundle.

1. Telephone Support. A primary caller from your company will receive telephone diagnostic troubleshooting support from trained Agilent support specialists. You can also designate an alternate caller from your company.

Agilent Customer Contact Center engineers will respond to your requests for assistance within a maximum of four working hours after your request during normal hours of coverage (Typically 8:00 am to 5:00 pm your time, Monday through Friday, excluding Agilent holidays. In Europe, normal hours of coverage are 0800 to 1700, Central European Time.)

2. Parts. If, in Agilent's opinion, the failure has been isolated to a board or assembly, Agilent will ship the board or assembly to your site at no additional charge. Agilent will not provide, as part of this agreement, repair parts or tools needed to troubleshoot or diagnose problems. Consumables and supplies are not covered by this agreement. Agilent recommends that you provide a local stock of parts, consumables and supplies to aid in troubleshooting and repair.

If a repair part is shipped to your site, you are responsible for returning to Agilent, within five days, any defective repair part or assembly designated as an "exchange part." This is usually designated in the part number as XXXXX-69XXX. You are also responsible for completing and enclosing with the exchange part the Environmental Health & Safety (EH&S) form that should be in the shipping box with the replacement part.

If any exchange part or assembly has been contaminated as a result of a hazardous environment or hazardous analytical samples and cannot be safely returned to Agilent, you are responsible for proper disposal of the part. Contamination can result from corrosive or biological or radiological hazard.

Agilent will invoice you for the full cost of parts or assemblies that you do not return.

3. Extent of Troubleshooting

The Agilent Contact Center engineer will assist in identifying problems and troubleshooting to the printed circuit board or replacement assembly level. You may place as many calls to the call center as you require. Agilent service engineers will provide you with troubleshooting or repair advice for your problem. You may be required to call back, after performing tests or procedures, to continue the troubleshooting process. If, during the course of the repair, Agilent determines that the repair process has exceeded the reasonable limits of troubleshooting via the phone, telephone assistance will cease, and Agilent will advise that at-your-site or other assistance is required. Any at-your-site service will be billed at the Agilent standard rates for labor.

4. CD-ROM. Agilent will provide, on a quarterly basis to a designated address, a CD-ROM containing service notes, manuals and other technical data. The data on this CD-ROM are limited to use on the instruments covered by the agreement. Use of this CD-ROM is granted only to customers who hold a Self-Repair Bundle agreement with Agilent. Use of the CD-ROM may not be distributed.

B. Customer Responsibilities

1. **Qualified Personnel.** The personnel on your site who are assigned to troubleshoot and repair your instruments must possess, based upon the judgment of the local Agilent support manager, the technical expertise necessary to perform tests required to troubleshoot the applicable instruments and to carry out electro-mechanical repairs. The recommended minimum is one year's worth of experience repairing and maintaining Agilent or similar instrumentation.

2. **Training and Certification.** It is your responsibility to assure that employees and/or agents who service the instrumentation at your site are qualified to perform repairs that involve potentially lethal voltages and are aware of safe working habits. It is your responsibility that employees and/or agents who are servicing Agilent instruments have completed all training, certification or other requirements needed to satisfy government regulations and to maintain safe work practices.

3. **Proper Tools.** Employees or agents servicing Agilent instruments must have available the tools necessary to complete basic electromechanical repairs. Failure to have these tools available may significantly limit the level of troubleshooting and repair possible. This includes items such as meters, screwdrivers, wrenches and other basic electromechanical tools as well as an ESD wristband or other ESD protection.

4. App ropriate Communication Ability. **You must have the ability to communicate with your country's Agilent Customer Contact Center to make this process efficient. You should have adequate access to telephones near instruments and contacts must be fluent in a language supported by the country's call center. Web, e-mail and fax access are required for patches and information transfer.**

5. **Material Shipping and Receiving Capabilities.** You must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

6. Parts Inventory. **You may be required to purchase and maintain an on-site inventory of selected Agilent repair parts.**

C. Response Time

If on-site response is required, it will be provided at the standard contractual response price for your area. Flexible response time options are not available for this product.

D. Access to Training

Agilent offers several high-level technical courses on current liquid and gas chromatograph products and techniques. You will have access to registration for these courses. Charges for these courses are not included in this agreement and are priced on a per day/per student basis. Expenses that are incurred to travel to an Agilent-designated site for training are not included in this agreement.

D. General Terms and Conditions

This service is governed under the "General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services" section located at the end of this document. Please refer to this section for limitations of coverage.

17. General Terms and Conditions Applicable to All Agilent Life Sciences and Chemical Analysis Support Services

The following items pertain to all Agilent life sciences and chemical analysis support services and are part of the requirements under the Agilent terms and conditions of sale and service.

A. Custo mer Responsibilities

1. **Operating and Maintenance Procedures.** You are expected to follow the operating and maintenance procedures specified in the Agilent documentation that is included with your Agilent hardware and software. These procedures include routine operational maintenance, which covers (but is not limited to) procedures such as ion source and FID jet cleaning, ball valve replacement

and other routine maintenance normally associated with the operation of a life sciences and chemical analysis instrument.

Prior to placing a request for on-site service, you may be required to run diagnostic tests (usually Agilent-supplied self-tests or operator-induced performance tests). If services are rendered for a malfunction that is caused by application contamination, non-Agilent detectors/devices, or defective gases/samples, or if service efforts to isolate the cause of a malfunction are increased as a result of the aforementioned, Agilent will invoice you for time and materials for the service required to isolate the cause of a malfunction.

2. **Service Exclusions.** Services do not include repairing damage to instruments caused by any of the following:

   a. **Lack of Routine Maintenance.** Failure to perform routine maintenance properly.

   b. **Out-of-Specification Operation.** Operation outside the range of operational specifications such as pressure, flow or corrosiveness of analytes as stated in instrument documentation.

   c. **Inappropriate Media or Supplies.** Use of non-Agilent media and supplies or such items not designed for use with the instruments.

   d. **Improper Conditions.** Site conditions that do not conform to Agilent's specifications, or failures (such as loss of air conditioning or unusual electrical conditions) that cause non-conformance with Agilent's site specifications.

   e. **Other Conditions.** Accident, natural disasters, fire or water damage, neglect, improper use, acts of war, riots, strikes, lightning or electrical disturbances, damage during transportation at your facility, work performed or modifications made by personnel other than Agilent employees or subcontractors, or other causes beyond Agilent's control.

3. **Access and Safety.** You are responsible for providing the following during at-your-site services:

   a. **Access to Instruments.** Access by the customer service engineer to the instruments covered under any hardware support agreement.

   b. **Adequate Working Space.** Adequate working space and facilities for the customer service engineer within a reasonable distance of the instrument.

   c. **Company representative.** A representative of your company present at the site at all times when services are being rendered by a customer service engineer.

   d. **Access to Information.** Access to and use of all information and facilities determined necessary by the customer service engineer to service the instrument.

   e. **Notification of Hazards.** Notification to Agilent if any instrument serviced is being used in an environment that poses a potential health hazard to Agilent personnel or Agilent subcontractors or if materials are being analyzed that may pose a potential health hazard to Agilent personnel or Agilent subcontractors. (Agilent may require that you maintain such instruments under Agilent supervision. You will be responsible for disposal and any additional expense of contaminated replacement parts that cannot be returned safely to Agilent.)

4. Definitions of Consumables, Supplies and Repair Parts. **Supplies and consumable parts** are items that are designed to be replaced routinely during normal operation and maintenance of the instrument. More specifically, **supplies** are items that are designed to be replaced routinely in the normal day-to-day operation and maintenance of the instrument. This includes items such as septa, paper, syringes, columns and vials. Supplies also include limited-use items that are used to seal and attach consumable parts and supplies. Examples of this are column nuts and ferrules, injection port liner o-rings and ball valve gaskets. Items that are not part of the instrument, but contribute to its operation, may also be classified as supplies. This includes items such as gasses, regulators, tubing, solvents and traps.

Consumable parts, specifically, are items that are designed to be replaced routinely on a month-to-month or year-to-year basis in the normal operation or maintenance of the instrument. This includes items such as deuterium lamps, electron multipliers, electron capture detector cells, flow cells and ball valves.

Repair parts (also referred to as **replacement parts**) include those electronic, mechanical and pneumatic components and assemblies that are not typically replaced during routine operation or maintenance. This includes item such as flow controllers, printed circuit boards, motors and switches.

5. Definition of Consumables Used During Repair. Agilent contractual services may include the terms **repair consumables** or **consumables used during repair**. The definitions of these terms are as follows.

Repair consumables or **consumables used during repair** include *consumable parts*, and a few items, categorized as *supplies,* that are occasionally needed and used in the course of instrument diagnostics and repair. These specific items are listed as part of a table in the product section of this exhibit where they apply. The quantity of these items included in contractual coverage is limited to the amount required to return the instrument to normal operation, or the limit stated in the table, whichever is less.

6. Day-to-Day Use of Supplies and Consumables. Agilent service offerings are not designed to provide supplies or consumables for day-to-day use. You are responsible for providing supplies such as paper; ink ribbons and cartridges; thermal print head assemblies; toner cartridges; magnetic cards, disks, and tapes; analytical columns; traps and adsorbents external to the instrument; gases of required purity; solvents, syringes and needles; sample vials and caps; copper tubing; fittings; tank regulators; gas filters and traps; TFE tubing; and SilcoSteel® transfer lines for day-to-day laboratory use. In addition, you are responsible for providing the consumables necessary for day-to-day laboratory use.

7. Security. You are responsible for the security of your proprietary and confidential information and for maintaining a procedure external to the life sciences and chemical analysis instruments for reconstructing lost or altered files, data or programs.

8. Data Backup and Restoration. You are responsible for maintaining a backup of your entire operating system, data files, method files and applications. You are responsible for restoring the system from this backup in the event of a hardware or software failure or event that causes data loss.

B. Prerequisites

1. **Operating Condition.** Instruments must be in normal operating condition to be eligible for support. Work performed by Agilent to meet this requirement is subject to Agilent's standard service rates.

2. **Minimum System Configuration.** Except for instruments capable of diagnostic self-test, support service coverage requires a system that includes an Agilent central processing unit, a peripheral capable of reading standard Agilent diagnostics and verification tests, and a peripheral that allows a customer service engineer to interact fully with the covered instruments. At Agilent's discretion, this requirement may be waived if a portable diagnostic device is available for the covered instruments.

   If diagnosis of a covered instrument is impaired because of a non-qualified device, then the minimum system configuration prerequisite is not met and the diagnosis is charged on a time and materials basis.

3. **Connectors and Interfaces.** All instruments covered under the hardware support service agreement that are interconnected by any cables or connectors to an Agilent central processing unit must be listed in the appropriate Agilent documentation as compatible with the central processing unit. Agilent equipment not meeting this requirement can be serviced on a time and materials basis.

C. Service Limitations

1. **Instrument Qualification.** Agilent provides support for qualified instruments. Hardware products and software not supplied or not approved by Agilent and instruments that you do not allow Agilent to upgrade with engineering improvements are considered non-qualified instruments. You are responsible for removing non-qualified instruments to allow service of qualified instruments. If performance of services is made more difficult because of a non-qualified product, Agilent will charge you for the increased efforts at Agilent's standard service rates. Any service involving hardware, software or network-related problems not covered by the contractual service ordered is subject to Agilent's standard service rates.

2. **Non-Agilent Media, Supplies and Consumables.** Agilent reserves the right to exclude from any support service any repairs or damage to Agilent products that Agilent reasonably determines were caused by the use of non-Agilent media, supplies and consumables. Agilent will, upon request, repair such damage at the standard time and materials rates.

3. **Travel Zones.** The standard price for all site services includes the cost for the customer service engineer to travel to sites located within 100 miles or 160 kilometers of an Agilent Life Sciences and Chemical Analysis office. For travel beyond this distance, appropriate increases in price are specified in the following table.

Price Increase to Cover Travel Costs

Zone	Travel Distance from Agilent Support Responsible Office	Price Increase
1,2,3	Up to 100 miles (160 kilometers)	None
4,5 1	00-200 miles (161-320 kilometers)	25%
6 2	00-300 miles (321-480 kilometers)	50%

Other	>300 miles or 480 kilometers	Quote

4. **Adverse Environments.** Instruments operated in corrosive environments and in conditions outside Agilent's environmental site specifications (as defined in the instrument operation or maintenance manual) may have their performance adversely affected and are therefore not guaranteed by Agilent. Repair of instrument malfunctions resulting from operation outside prescribed site specifications is not covered by Agilent support service agreements.

5. **Contamination.** Parts and sub-assemblies of instruments operated in hazardous environments or used to analyze hazardous materials may acquire residual contamination that enjoins normal Agilent service procedures and incurs additional service expense. If environmental or operational contamination creates a hazard for Agilent personnel or Agilent subcontractors, Agilent may require you to move the instrument from the adverse environment, or Agilent will supervise your staff in performing service procedures. Agilent will charge you for incremental parts and materials expenses. You are responsible for proper disposal of all contaminated material and of contaminated parts that cannot be returned to Agilent safely.

6. **Software Support.** Unless you have purchased Agilent software telephone assistance for chemical analysis instruments, any maintenance services under a hardware maintenance service agreement involving software-related problems are subject to an additional charge.

7. **Maximum Use Limitation.** Certain electromechanical devices such as printers have a specified maximum usage rate specified in the instrument data sheet or operational manual. For these electromechanical devices, additional service charges are assessed based on the measured usage of the unit. You must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond this recommended level is limited to time and materials service, invoiced separately.

8. **Relocation.** If you relocate a life sciences and chemical analysis instrument, you may incur additional support charges and modification of response times. Instruments moved to another country may continue to be serviced at Agilent's option.

9. **Obsolete Instruments.** Agilent products that are no longer offered for sale and are beyond their specified support period will not be covered. Agilent cannot guarantee that parts will be available. This includes contractual and per incident services. Calibration, operational qualification, and performance verification may be offered at Agilent's discretion for a limited time past the end of support period, provided that the instrument does not require parts or repairs. If a repair is required to complete the calibration, operational qualification, or performance verification, the service engineer will notify you that the service cannot be performed. You are responsible for the repair before the calibration, operational qualification, or performance verification is performed by Agilent.

10. **Liability.** For any material breach of support services by Agilent, your remedy and Agilent's liability will be limited to the refund of support charges paid during the period of the breach, up to a maximum of 12 months for the instruments or products at issue. Further limitations are set forth in the Agilent Terms and Conditions of Sale and Service (Exhibit E16).

11. **Cancellation.** You may cancel an Agilent life sciences and chemical analysis support service upon 60 days written notice by mail, fax, or e-mail to Agilent. Verbal notifications will not be accepted. Receipt of your cancellation notice by Agilent determines the notification date. Upon receipt of cancellation, Agilent will acknowledge receipt and inform you of the end dates, penalties, and other applicable terms.

    Applicable terms and penalties for canceling life sciences and chemical analysis support services include:

    a. Service Agreements and Contracts (Reactive Services). You are responsible for paying the agreement for 60 days after Agilent has received written notification and cancellation. Even if no services have been rendered, you have benefited from having an active service agreement during the 60-day period. You will not receive a refund for the time the service agreement was in use. If the service agreement was prepaid, a refund or credit will be issued for the remaining time after 60 days from written notification.

    b. Scheduled Service Agreements. Scheduled services agreements are for services such as calibration, operational qualification, preventive maintenance, and mass spectrometer ion source cleaning. If the services have been completely rendered, you are responsible for full payment. If the services have been partially rendered, for example, one of two scheduled preventive maintenance procedures performed, you are responsible for paying for the services that have been rendered plus a $200 fee. The fee is applied once for the agreement and not for each line item, which has changed.

    When scheduled services are included in a service agreement that has mixed services such as the pharmaceutical, petrochemical, environmental, and the life sciences service bundles, no refunds will be allowed. The rules for service agreements and contracts apply.

    c. Software Updates and License Agreements. Software update agreements provide automatic software updates when available. Software license agreements provide you with the right to use the software. You are responsible to pay the agreement for 60 days after Agilent receives written notification of cancellation. Even if no software update has been delivered to you, you benefited from having an active agreement during the 60-day period. You will not receive a refund for the time the agreement was in use. If the agreement was prepaid, a refund or credit will be issued for the remaining time after 60 days from written notification.

    Agilent may cancel provision of services under any order upon 60 days written notice by mail, fax, or e-mail to you.

    If Agilent is responsible for canceling the services, the cancellation fees do not apply. If you are canceling services due to the equipment being replaced by new Agilent equipment, a waiver may be granted. The Agilent life sciences and chemical analysis regional manager in your area must approve all other exceptions.

TERMS AND CONDITIONS APPLICABLE TO S.I.N. 615-5000; PRODUCT SUPPORT OPTIONS TO INCLUDE EQUIPMENT MAINTENANCE, REPAIR AND SERVICE, CALIBRATION AND CALIBRATION TRACEABILITY, EXTENDED WARRANTIES, TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT.

This exhibit covers all Agilent life sciences and chemical analysis instrument support services. Not all services are available in all areas or on contract. Moreover, not every service is applicable to your purchase.

SUPPLIMENTAL TERMS AND CONDITIONS SPECIFIC TO PROFESSIONAL SERVICES SUCH AS STATEMENT OF WORK EFFORTS INCLUDING; TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT (SIN 615-5000)

The purpose of these Professional Services Terms and Conditions ("Terms") is to set forth the mutually agreeable terms and conditions under which Agilent shall perform Professional Services and provide Deliverables according to the Statement of Work. (Refer to sample in Attachment)

1. Definitions

"Professional Services" (sometimes referred to as "Work") refers to such activities as analysis, design, planning, development, consulting, implementation, education, training and project management as described in the attached Statement of Work. Professional Services may also include other types of services described more specifically in the Statement of Work.

"Deliverable(s)" means the tangible result(s) of the Professional Services provided by Agilent Technologies to the Government Agency (Customer) as described in the Statement of Work. Unless otherwise agreed, the term Deliverable(s) does not include custom hardware.

"Government Agency Pre-Existing Software" is any pre-existing software that the Government Agency owns or has acquired through a license from a third party prior to entering into this Agreement.

"Software" means one or more programs (including any associated documentation) capable of operating on a controller, processor or other hardware device and includes any software other than Government Agency Pre-Existing Software, developed, modified or provided as part of an Agilent Professional Services assignment including additions to or modifications to Pre-Existing Software or other Software.

"Statement of Work" means a document to which describes a specific project, engagement or work ("Project") for which Agilent shall provide Professional Services to the Government Agency or Prime Contractor which both parties sign and incorporate these terms and conditions. More than one Statement of Work may be attached to a Government Agency or Prime Contractor delivery order which references these terms and conditions. The Statement of Work includes but is not limited to the following information: (see Attachment A)

Project Overview

Project Scope & Definition

Deliverables

Customer Responsibilities & Requirements

Acceptance Criteria

Support

Project Representatives (Customer & Agilent)

Price

Payment & Delivery Schedule

"Technical Data" means any information of a scientific, engineering or technical nature in whatever form or format.

2. Agilent Obligations

A. Agilent shall use reasonable commercial efforts to perform the Professional Services and provide the Deliverables specifically described in the Statement of Work in accordance with the terms and conditions of this S.I.N. The Statement of Work should address at least the following areas: Project description; scope of Professional Services; nature of Deliverables; price, payment and delivery schedules; acceptance criteria; and Project representatives. The Government Agency must provide an approved purchase order or written authorization to Agilent referencing the Quotation number before services begin. This constitutes the Government Agency acceptance of the Statement of Work.

B. Unless otherwise agreed, Professional Services shall be performed during Agilent's normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Agilent Holidays, unless otherwise agreed. Assignments performed outside the normal business hours may be available at a premium over Agilent's then current published hourly labor rates.

C. Agilent shall use reasonable commercial efforts to provide the Deliverables and perform the Professional Services in accordance with the delivery schedule specified in the Statement of Work.

D. Agilent may select qualified and reputable subcontractors to perform Professional Services and/or provide Deliverables.

E. Agilent shall appoint a representative to supervise and coordinate Agilent's performance of Professional Services. Agilent may change its representative at any time upon written notice.

F. Unless otherwise agreed in the Statement of Work, Agilent is not responsible for providing support for any Deliverables.

3. Government Agency Obligations

A. The Government Agency shall comply with the general obligations specified below together with any specific Government Agency obligations described in the Statement of Work, in a timely manner.

B. The Government Agency acknowledges that Agilent's ability to deliver the Professional Services is dependent upon the Government Agency's full and timely cooperation with Agilent, as well as the accuracy and completeness of any information and data the Government Agency provides to Agilent. Therefore, the Government Agency shall:

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 with reasonable motive and notice.

2) Appoint a representative who shall provide professional and prompt liaison with Agilent, have the necessary expertise and authority to commit the Government Agency, be available at all times when Agilent's personnel are at the Government Agency's site (or designate an alternate with the same level of authority in the event of unavailability caused by illness or other valid reasons), and meet with the Agilent representative at regular intervals to be agreed upon to

review progress and resolve any issues relating to the Professional Services or Deliverables.

C. The Government Agency shall be responsible for maintaining an external procedure for reconstruction of lost or altered files, data or programs to the extent deemed necessary by the Government Agency, and for actually reconstructing any such materials.

D. The Government Agency shall be liable for any delays to the delivery schedule specified in the Statement of Work caused by the Government Agency or resulting from the Government Agency's failure to fulfill any of its obligations. Agilent may charge the Government Agency for any additional charges or losses incurred by Agilent as a result of such delays, and may adjust the affected delivery schedule accordingly.

E. The Government Agency shall 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 the Government Agency to use the Deliverables.

4. Price and Payment

A. Prices for Professional Services and Deliverables shall be specified in each Statement of Work. Prices in each quotation are valid for 90 days. The Professional Services prices listed for the products in the CAG Product List for this SIN are applicable to any location within the 48 contiguous states, including the District of Columbia and Hawaii, Alaska & Puerto Rico.

B. Travel and Transportation Charges

1) Travel and Transportation charges will be invoiced to the Government Agency (according to the schedule defined in the Statement of Work) at Agilent's then current published GSA rate (H2120A) for services on a portal-to-portal basis and determined only by the number of labor hours expended for actual travel time. Except in extreme cases, to be defined in the Statement of Work, no other per diem charges will be made.

2) OCONUS travel and transportation charges will be on a portal-to-portal basis, including commercial transportation costs, labor expended for travel time and other expenses on a per diem basis, according to the GSA Joint Travel Regulations.

C. Agilent shall issue invoices in accordance with the payment schedule specified in the Statement of Work. Charges for travel expenses may be invoiced separately. The Government Agency shall pay all invoices within 30 days from the date of invoice.

D. Should any sum due to Agilent remain unpaid after 60 days from the date of invoice, Agilent may terminate these Terms pursuant to Section 13.B.2.

E. All Professional Services included in this contract are listed in this catalog.

5. Change Orders

A. "Change Order" means an agreed upon change or modification to the Deliverables, Professional Services or other material aspect of the Statement of Work that complies with the requirements of

Exhibit B. Requests by the Government Agency and recommendations by Agilent for Change Orders are subject to the procedures set forth in Exhibit B, and shall be made in writing in the form attached to Exhibit B as Attachment B-1.

B. All Change Orders must be mutually agreed by both parties in writing. Pending such agreement, Agilent shall continue to perform and be paid as if such Change Order had not been requested or recommended, provided that if either party proposes a Change Order which, in Agilent's judgment, represents a material change in the Professional Services or Deliverables and such Change Order remains outstanding for 30 days or is rejected by the Government Agency, Agilent shall have the right to terminate the affected Statement of Work pursuant to Section 13.B.2, below.

6. Acceptance

A. Acceptance of Professional Services and/or Deliverables shall occur upon the earlier of:

1) The date Agilent demonstrates to the Government Agency, by the successful completion of acceptance tests or otherwise, that the Professional Services and/or Deliverables substantially conform to the acceptance criteria specified in the Statement of Work; or

2) The date that the Government Agency uses the Deliverables for any purposes other than performing acceptance tests. Acceptance of Professional Services shall occur upon Agilent's performance of such Professional Services.

B. In the event that any Deliverable fails to conform substantially to the acceptance criteria specified in the applicable Statement of Work, Agilent shall have a reasonable time to remedy such substantial non-conformance, following Agilent's receipt of written notice from Customer specifying in reasonable detail the nature of such non-conformance. In the event that Agilent is unable to remedy the non-conformance:

1) Customer may accept the Deliverable without warranty, on an "AS IS" basis, subject to a reasonable price adjustment; or

2) Customer may return the Deliverable to Agilent and receive a refund of amounts paid to Agilent for the Deliverable.

C. Acceptance shall not be delayed for any minor non-conformance with the requirements specified in the Statement of Work. Following acceptance, Agilent shall use reasonable commercial efforts to correct any minor non-conformance that appears during acceptance testing.

D. If acceptance testing is delayed for reasons attributable to the Government Agency, acceptance shall be deemed to occur on the 10th day after notice by Agilent that the Deliverable is ready for acceptance testing.

7. Warranties

A. Agilent shall perform Professional Services in accordance with generally recognized commercial practices and standards. Agilent shall re-perform any Professional Services not performed in accordance with the foregoing warranty, provided that Agilent receives notice from the Government Agency within 30 days after such Professional Services were performed.

B. Agilent warrants that Deliverables shall substantially conform to the acceptance criteria specified in

the Statement of Work for a period of 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 shall, 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 shall refund a reasonable portion of the price stated in the Statement of Work upon prompt return of the affected Deliverable to Agilent, and/or delivery to Agilent of proof of the destruction of the affected Deliverable.

F. The warranties provided in this Section 7 shall not apply in the event of deemed acceptance under Sections 6.A(b) or 6.D above, or to defects or non-conformances resulting from:

1) Unauthorized, improper or inadequate maintenance or calibration by the Government Agency or any third party.

2) Software, hardware, interfacing, or supplies not supplied by Agilent.

3) Unauthorized modification of Deliverables or any portion thereof.

4) Improper use or operation of Deliverables or any portion thereof or the Government Agency's failure to comply with the applicable environmental specification; or

5) Improper site preparation or maintenance by the Government Agency or a third party.

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

A. If Software is licensed for use in the performance of a U.S. government prime contract or subcontract, Customer agrees that Software has been developed entirely at private expense. Customer agrees that Software, and any derivatives or modifications, is adequately marked when the Restricted Rights Legend below is affixed to the Software or to its media and is perceptible directly or with the aid of a device.

B. Customer further agrees that Software is delivered and licensed as "Commercial computer software" as defined in DFAR 252.227-7014 (Jun 1995), or as a "commercial item" as defined in FAR 2.101(a), or as "Restricted computer software" as defined in FAR 52.227-19 (June 1987)(or any equivalent agency regulation or contract clause), whichever is applicable. The Customer agrees that it has only those rights provided for such software by the applicable FAR or DFARS clause or the AGILENT'S standard software agreement for the product involved.

C. Restrictions: Professional Services assignments to assist in modifying or adding to the

Government Agency Pre-Existing Software or developing new Software will only be done under the Government Agency direct supervision.

D. Agilent assistance in modifying or adding to Pre-Existing Software is only available when the Government Agency customer has a valid software license from a vendor that permits such modification or when in fact, the Government Agency owns the software to be modified. Agilent's agreement with the Government Agency does not modify any underlying license by which the Government Agency obtained Pre-Existing Software, nor does it permit any prohibited by that license. Agilent Professional program assignments are not available to modify Agilent's software source code.

E. Unless otherwise authorized by Agilent, the Government Agency may make copies of the Software Deliverable for archival purposes, or when copying is an essential step in the authorized use of a Software Deliverable on a backup controller, processor or the other hardware device.

F. The Government Agency shall label each copy of Deliverables made under Section 8.C, above with the copyright notice that appears on the original.

G. The Government Agency shall not market, sublicense or otherwise provide the original, any part of the original, any copy or partial copy, or any derivative of a Deliverable to any third party.

H. The Government Agency license does not include the right to updates, upgrades or other enhancements to a Deliverable.

I. The Government Agency shall not disassemble or decompile any Software Deliverable without Agilent's prior written consent. Where the Government Agency has other rights under statute, the Government Agency shall provide Agilent with reasonable detailed information regarding any intended disassembly or recompilation. The Government Agency shall not decrypt any Software Deliverable unless necessary for legitimate use of the Deliverable.

J. Agilent may terminate the Government Agency 's license in any Deliverable upon notice of failure to comply with the terms of this Agreement. In the event of termination of the Government Agency license, the Government Agency shall immediately return to Agilent the affected Deliverable and all partial or complete copies, or provide satisfactory evidence of their destruction to Agilent.

K. The Government Agency grants Agilent a non-exclusive, worldwide, royalty-free license to use, copy, make derivative works of, distribute, display, perform, and transmit the Government Agency 's pre-existing copyrighted works or other intellectual property rights to the extent necessary for Agilent to perform its obligations under this Agreement.

9. Intellectual Property Rights

A. All copyrights and other intellectual property rights existing prior to the Effective Date shall belong to the party that owned such rights immediately prior to the Effective Date.

B. Neither party shall gain by virtue of these Terms any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

C. Agilent shall 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 by Agilent for purposes of these Terms. .

10. Intellectual Property Indemnity

A. Agilent shall defend or settle any claim against the Government Agency regarding the Professional Services and Deliverables, to the effect that Agilent knowingly infringed a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where such Deliverables are used or such Professional Services are provided.

B. The indemnities in Section 10.A above shall apply provided the Government Agency promptly notifies Agilent in writing of the claim, and the Government Agency cooperates with Agilent in and grants Agilent sole control of the defense or settlement.

C. For infringement claims covered by this Section 10, Agilent shall pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim regarding a Deliverable appears likely, Agilent may modify the Deliverable, procure any necessary license or replace it. If Agilent determines that none of these alternatives is reasonable available, Agilent shall refund the Government Agency Purchase Price upon return of the Deliverable at the depreciated value of the purchase price over a five (5) year period.

D. Agilent has no obligation for any claim of infringement arising from:

1) Agilent compliance with or use of the Government Agency or its information, technology, designs, specifications or instructions, including those incorporated into any Statement of Work.

2) Modification of a Deliverable by the Government Agency, or a third party.

3) Use of a Deliverable in a way not indicated in a Statement of Work.

4) Use of a Deliverable with products not supplied by Agilent.

E. This Section 10 states Agilent's entire liability for claims of intellectual property infringement.

11. Remedies and Liabilities

A. The remedies in these Terms are the Government Agency's sole and exclusive remedies.

B. To the extent Agilent is held legally liable to the Government Agency, Agilent's liability is limited to:

1) Payments described in Sections 6, 7, and 10 above, this Section 12 and Section 13.D below;

2) Damages for bodily injury; or

3) Direct damages to tangible property up to a limit of U.S. $1,000,000.

C. Notwithstanding Section 12.B above, in no event will Agilent or its affiliates, subcontractors and suppliers be liable for any of the following:

1) Actual loss or direct damage that is not listed in Section 10.B above;

2) Damages for loss of data, or Software restoration;

3) Damages relating to the Government Agency's procurement of substitute products or services (i.e., "cost of cover"); except for Termination for Default pursuant to FAR 52.249-8 or

4) Incidental, special or consequential damages, including downtime costs or lost profits.

D. Other direct damages for any claim based on a material breach of any other term of this Agreement, up to a maximum of $1,000,000 or the amounts paid to Agilent under this Agreement, whichever is less.

E. The 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. The Government Agency shall be solely liable if any Deliverables purchased or licensed by the Government Agency are used for these applications. Customer agrees that Agilent will not have any responsibility for any loss, damage, expense or liability in connection with such use.

12. Confidential Information

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

13. Term and Termination

A. These Terms shall commence on the date the order is received and accepted by Agilent and shall 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 30 days of receipt of a written notice by the other party which specifies the material breach;

2) By Agilent, in the absence of mutual agreement regarding a Change Order which represents a material change under Section 5.B or if the Government Agency fails to pay any sums due under these Terms within the time period specified in Section 4.C or

3) By either party if the other party has a receiver appointed, or an assignee for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due by the other party, except as may be prohibited by applicable bankruptcy laws.

C. Either party may terminate this Agreement or any Statement of Work, without cause, upon 30 days prior written notice to the other party.

D. Upon termination of these Terms, the Government Agency shall pay Agilent for all Work performed and charges and expenses incurred by Agilent up to the date of termination, and the Government Agency shall receive all work in progress for which the Government Agency has paid. Should the sum of such amounts be less than any advance payment received by Agilent, Agilent shall refund the difference within 30 days of receipt of an invoice from the Government Agency.

E. Sections 4, 7, 8, 9, and 11 above, and Section 14 below, shall survive termination of these Terms.

14. General

A. Standard Products. These Terms do not cover standard Agilent hardware and software products sold or licensed to the Government Agency. Any such transactions shall be governed by the terms

and conditions of the GSA terms and conditions for hardware and software.

B. Non-Restrictive Relationship. Agilent may provide the same or similar Professional Services and Deliverables to other customers.

C. No Joint Venture. Nothing contained in these Terms shall be construed as creating a joint venture, partnership or employment relationship between the parties hereto, nor shall either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

D. No Assignment. Except with respect to Agilent's rights regarding the use of subcontractors, neither party may assign any rights or obligations under these Terms without the prior written consent of the other party.

E. Export Administration Regulations. If the Government Agency exports any Deliverable outside the country in which the Deliverable is delivered to the Government Agency, the Government Agency assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. The Government Agency shall not export or re-export any technical data in violation of U.S. Export Administration regulations or other applicable export regulations.

F. Force Majeure. Neither party shall be liable for performance delays or for non-performance due to causes beyond its reasonable control.

G. Notices. All notices required under or regarding these Terms shall be in writing and shall be considered given upon personal delivery of a written notice to the Agilent representative or the Government Agency representative designated in the Statement of Work, or within five days of mailing, postage prepaid and appropriately addressed.

H. Waiver. Neither party's failure to exercise any of its rights under these Terms shall constitute or be deemed a waiver or forfeiture of those rights.

I. Severability. If any term or provision of these Terms is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Terms shall not be affected.

J. Exhibits. The following documents are attached hereto as exhibits, the terms of which are incorporated by reference in their entirety:

1) Statement of Work (and all subsequently executed Statements of Work)

2) Change Order Procedures

K. Precedence. In the event of conflict between the provisions of these Terms and the Statement of Work, the provisions of these Terms shall to the extent of such conflict take precedence.

L. Entire Agreement. These Terms and the Statement of Work constitute the entire agreement between Agilent and the Government Agency and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Terms.

M. Applicable Law. These Terms are made under and shall be construed in accordance with the federal law and federal common law with respect to government contracts.

SUPPLIMENTAL TERMS AND CONDITIONS SPECIFIC TO PROFESSIONAL SERVICES SUCH AS STATEMENT OF WORK EFFORTS INCLUDING; TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT (SIN 615-5000)

EXHIBIT A

STATEMENT OF WORK

AGILENT PROFESSIONAL SERVICES

SYSTEMS ENGINEERING

Professional Service Agreement:
EID Number:

Part I:
Project Overview

Project Scope & Definition

Deliverables

Customer Responsibilities & Requirements

Acceptance Criteria

Support

Project Representatives

Part II: Payment and Delivery Schedule

Part III: Price (including estimated travel, labor and material costs and any additional ordering information.

Item	Quantity	Agilent Product Number	Price

Part IV: Terms and Conditions

SUPPLIMENTAL TERMS AND CONDITIONS SPECIFIC TO PROFESSIONAL SERVICES SUCH AS STATEMENT OF WORK EFFORTS INCLUDING; TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT (SIN 615-5000)

The Technical/Application Development Support Terms and Conditions apply to this agreement.
Part V:
This statement has been reviewed by the following company appointed representatives.

AGILENT TECHNOLOGIES	CUSTOMER'S NAME
Appointed Representative	Appointed Representative
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT B

CHANGE ORDER PROCEDURES

The following procedures will be observed for all Change Orders:

1) Either party may request a Change Order but all Change Orders must be in writing and prepared by Agilent. Agilent may charge a reasonable fee for investigating, preparing or initiating a Change Order at Customer's request.

2) Change Order requests shall be processed as soon as is reasonably possible.

3) All Change Orders shall be in the form attached hereto as Attachment B-1 to Exhibit B, and shall be signed by the appointed representative for each party (or individuals specified in writing as substitutes during periods of illness or absence).

4) Change Orders shall include the following:

   a) A description of any additional work to be performed and/or any changes to the performance required of either party.

   b) A statement of the impact of the work or changes on the Professional Services, the Deliverables, the acceptance tests or criteria, or other requirements of the Agreement.

   c) The estimated timetable to complete the work specified in the Change Order and the impact, if any, on the delivery schedule, pricing and payments.

   d) Specific individuals with management or coordination responsibilities.

   e) The documentation to be modified or supplied as part or the work.

   f) Any additional acceptance test procedures for such work.

SUPPLIMENTAL TERMS AND CONDITIONS SPECIFIC TO PROFESSIONAL SERVICES SUCH AS STATEMENT OF WORK EFFORTS INCLUDING; TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT (SIN 615-5000)

EXHIBIT B

ATTACHMENT B-1

CHANGE ORDER FORM

1. Describe services or changes requested (attach additional pages if necessary).

Requested by: _____ _____

Customer's Appointed Representative Agilent's Appointed Representative

_____ _____

Date Authorized Signature Date Authorized Signature

2. Modifications, clarifications or supplements to description of services or changes requested in paragraph 1 above, if any (attach additional pages if necessary):

3. Assignment of necessary Agilent personnel and resources (attach additional pages if necessary):

4. Impact on price, delivery schedule, payment schedule, Deliverables, Professional Services and acceptance test procedures and criteria (attach additional pages if necessary):

   a. Project Scope: Price:

   b. Deliverables: Delivery Schedule and Payment Schedule

   c. Acceptance Test Procedure & Criteria: Deliverables

   d. Price: Professional Services

   e. Payment and Delivery Schedule: Acceptance Test Procedures and Criteria:

Change Order Approved and Accepted

Agilent:

By: _____ Date: _____

Name: _____

Title: _____

CUSTOMER:

By: _____ Date: _____

Name: _____

Title: _____

Change Order Rejected

Agilent:

By: _____ Date: _____

Name: _____

Title: _____

SUPPLIMENTAL TERMS AND CONDITIONS SPECIFIC TO PROFESSIONAL SERVICES SUCH AS STATEMENT OF WORK EFFORTS INCLUDING; TECHNICAL TRAINING, TECHNICAL SUPPORT AND APPLICATION DEVELOPMENT SUPPORT (SIN 615-5000)

CUSTOMER:

By: _____ Date: _____

Name: _____

Title: _____

SUPPLIMENTAL TERMS AND CONDITIONS FOR ALL cDNA MICROARRAY & PRINTED MICROARRAYS

EXHIBITS E337 & E353

The following provisions will apply to the sale of the following Catalog cDNA Printed Microarrays, which are based on Incyte Genomics content, and will supersede any conflicting provisions in Agilent Terms and Conditions of Sale and Service or in Customer's purchase agreement:

G4100A G4	**110B**
G4101A G41	**11A**
G4104A G41	**12A**
G4105A G41	**30A**
G4110A	

INTELLECTUAL PROPERTY CLAIMS FOR CATALOG cDNA PRINTED MICROARRAYS

a) Subject to section c) below, Agilent will defend or settle any third party claim against Customer that a Catalog cDNA Printed Microarray when used for its intended purpose infringes a patent in the country where the Catalog cDNA Printed Microarray is used, provided that Customer promptly notifies Agilent in writing, and cooperates with and provides control of the defense or settlement to Agilent, to the extent legally permissible.

b) In the event of an infringement under section (a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify the Catalog cDNA Printed Microarray, procure any necessary license, or replace it. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund, upon return of the unused Product, that portion of Customer's purchase price covering such unused Product.

c) Agilent has no obligation for any claim of infringement arising from:

   1) Any discovery or product made as a result of using the Catalog cDNA Printed Microarrays;

   2) Reach-through claims;

   3) Claim(s) based upon oligonucleotide sequences or content-based claim(s) related to oligonucleotide sequences;

   4) Use of the Catalog cDNA Printed Microarray with products not supplied by Agilent; or

   5) Customer's continued use of the Catalog cDNA Printed Microarray after notification of a claim of infringement, without Agilent's written authorization to do so.

d) In order to obtain the rights specified in this section, Customer must:

   1) Perform all acts specified in section (a) above;

   2) Abstain from making any statements or taking any actions which damage the defense against any claim (including, without limitation, any statements against the interest of Agilent or Customer, any admissions of causation, guilt or liability, or any settlements).

e) These terms state Agilent's entire liability for claims of intellectual property infringement related to the Catalog cDNA Printed Microarrays.

WARRANTIES

For purposes of warranty under Agilent Terms and Conditions of Sale and Service, or under Customer's purchase agreement, Catalog cDNA Printed Microarrays will be covered as hardware to the extent applicable.

LABEL LICENSE

Labels for use of Catalog cDNA Printed Microarrays will accompany delivery of Catalog cDNA Printed Microarrays and will state the following restriction:

Limited License: This license permits the person or legal entity to which this Nucleic Acid Microarray ("Microarray") has been provided (the "Buyer") to use the Microarray, and the data generated by use of the Microarray for research use only, including clinical trials and commercial purposes. In addition, Buyer agrees and

understands that it is not licensed to use a Microarray or the data generated there from in a clinical diagnostic setting where data from an individual's sample is given to such individual or their care giver for a fee or reimbursement. Neither Agilent nor its licensors grants any other licenses, expressed or implied, to permit the manufacture, use, sale or importation of the Microarray, any other arrays, or any nucleic acids on the Microarray. This license prohibits Buyer from selling data generated from the use of the Microarray to multiple other parties.

The following provisions will apply to the sale of the following Catalog Printed Microarrays and will supersede any conflicting provisions in Agilent Terms and Conditions of Sale and Service, or in Customer's purchase agreement with respect to Catalog Printed Microarrays:

G4120A G41	**37A**
G4121A G41	**38A**
G4135A G41	**40A**
G4136A	

INTELLECTUAL PROPERTY CLAIMS FOR CATALOG PRINTED MICROARRAYS

a) Subject to section c) below, Agilent will defend or settle any third party claim against Customer that a Catalog Printed Microarray when used for its intended purpose infringes a patent in the country where the Catalog Printed Microarray is used, provided that Customer promptly notifies Agilent in writing, and cooperates with and provides control of the defense or settlement to Agilent, to the extent legally permissible.

b) In the event of an infringement under section (a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify the Catalog Printed Microarray, procure any necessary license, or replace it. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund, upon return of the unused product, that portion of Customer's purchase price covering such unused product.

c) Agilent has no obligation for any claim of infringement arising from:

   1) Any discovery or product made as a result of using the Catalog Printed Microarrays;

   2) Reach-through claims;

   3) Claim(s) based upon oligonucleotide sequences or content-based claim(s) related to oligonucleotide sequences;

   4) Use of the Catalog Printed Microarray with products not supplied by Agilent; or

   5) Customer's continued use of the Catalog Printed Microarray after notification of a claim of infringement, without Agilent's written authorization to do so.

d) In order to obtain the rights specified in this section, Customer must:

   1) Perform all acts specified in section (a) above;

   2) Abstain from making any statements or taking any actions which damage the defense against any claim (including, without limitation, any statements against the interest of Agilent or Customer, any admissions of causation, guilt or liability, or any settlements).

e) These terms state Agilent's entire liability for claims of intellectual property infringement related to the Catalog Printed Microarrays.

WARRANTIES

For purposes of warranty under Agilent Terms and Conditions of Sale and Service, or under Customer's purchase agreement, the Catalog Printed Microarrays will be covered as hardware to the extent applicable.

US Service Center Locations:

California

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. Alogonquine Road
Arlington Heights, IL 60005-4376
Tel: (800) 403-0801
Fax: (888) 857-8161

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

FOREIGN MANUFACTURED PRODUCTS (Exhibit C)

United States

Little Falls, Newcastle County, Delaware

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

WARRANTY AND INSTALLATION CLASSIFICATIONS

Products receive warranty services as defined in the Table below

WARRNTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL *Unless otherwise specified below, standard local service is included*	RESPONSE TIME *Unless otherwise specified below, standard local response time is included.*	INSTALLATION INCLUDED	UPGRADE ELIGIBILITY (NOTE 10)	APPLICABLE NOTE(S)
1B	60 Days	Agilent	Replacement		No	No	
1P	30 Days	Agilent	Replacement		No	No	
2H	90 Days	On Site		Next Day	Yes	No	1,9
2J	90 Days	On Site		3 Days	Yes	No	1,9
3C	90 Days	Agilent	Replacement		No	No	
3P	90 Days	Agilent	Replacement		No	No	
4A	1 Year	Agilent/Dealer	Standard Bench		No	No	2
4B	1 Year	Agilent/Dealer	Standard Bench		No	Yes	2
4E	1 Year	Agilent/Dealer	Standard Bench		No	Yes	2
4F	1 Year	Agilent/Dealer	Standard Bench		Yes	No	2
4J	1 Year	Agilent/Dealer	Exchange	Next Day	No	No	5
4P	1 Year	Agilent	Parts Only		No	No	8
5B	1 Year	On Site		Next Day	Yes	No	1
5C	1 Year	On Site		Next Day	No	No	1
5E	1 Year	Agilent/Dealer	Exchange		No	No	5
5F	1 Year	Agilent/Dealer	Exchange	Next Day	No	No	5
5H	1 Year	On Site		3 Days	Yes	Yes	1,9
5P	1 Year	Agilent	Replacement		No	No	3
5Q	1 Year	Agilent	Standard Bench		No	No	2
5T	1 Year	On Site		3 Days	No	Yes	1
5Y	1 Year	On Site	Cooperative	7 Days	Yes	Yes	1,7,9
6E	2 Years	Agilent/Dealer	Unit Exchange	Next Day	No	No	5
6Z	1 Year	Agilent	Replacement		Yes	No	
7B	3 Years	Agilent/Dealer	Unit Exchange		No	No	5
7K	Year 1	On Site		Next Day	No	No	1,6
	Years 2-3	Agilent/Dealer	Standard Bench		No	No	2,6
7L	3 Years	Agilent/Dealer	Standard Bench		No	No	2
9Y	90 Days	Agilent	Replacement		No	No	
J3	0 Days	Agilent/Dealer	Dealer Warranty Only	None	No	No	4
X1	1 Year	Onsite	OEM Provided Only	Next Day	No	No	

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 below for travel zone specific details.
2) Standard Bench warranty means repaired by Agilent or an Agilent dealer at its designated repair center.
3) Warranty service is limited to repair or replacement of defective Software media or materials only.
4) Agilent does not support products manufactured by another company and distributed by Agilent. The original product manufacturer provides support. Software warranty services from Agilent limited to replacement of defective Software media or materials.

Customer should contact and/or register with the product manufacturer to receive any additional warranty and support coverage information that may be available. This code is used for Distributed Products.

5) Exchange warranty may return to the Customer a repaired exchange unit in place of their original unit.
6) This is a “Tiered Warranty” code, which means that two levels of warranty coverage are provided for specified intervals of time
7) Cooperative Support involves a sharing of responsibilities for replacement parts inventory and on-site product servicing.
8) Parts only warranty means Agilent will supply the Customer with a replacement part in exchange for a defective one. Agilent may, at its option, waive the requirement for the Customer to return the defective part.
9) Site preparation service included with installation.
10) Upgrade eligibility indicates that the Product’s warranty and installation coverage is eligible to change to match the warranty coverage of the Bundled System. A Bundled System is a configured group of Products, sold under a single product number.

2. RE SPONSE TIMES

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

RESPONSE TIME TABLE

ZONE NUMBER	1-3	3-5	6	Other
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480	
Warranty Codes: 2H, 5B, 5C, 7K, X1	Next Coverage Day	2 Coverage Days	3 Coverage Days	Quote
Warranty Codes: 2J, 5H, 5T	3 Coverage Days	3 Coverage Days	3 Coverage Days	Quote
Warranty Codes: 5Y	7 Coverage Days	7 Coverage Days	7 Coverage Days	Quote

3. I NSTALLATION SERVICES

a) SITE PREPARATION

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

b) SITE SURVEY

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

c) PURCHASE OF INSTALLATION SERVICES

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

d) INSTALLATION OF SYSTEMS AND SELECTED COMPONENTS

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

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

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

e) SOFTWARE INSTALLATION

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

f) INSTALLATION RESPONSIBILITIES

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

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

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

NOTES:

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

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