



Schedule

Contract GS07F0564X

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

JUNE 2011
SUPERSEDES ALL PREVIOUS PUBLICATIONS



Agilent Technologies

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE**

**FSC Group 66, Part II, Section N, Chemistry, Biochemistry, Clinical
Instruments, General Purpose Laboratory Instruments, Laboratory
Furnishings and Accessories and Related Services**

FSC Classes: 6640, H999

CONTRACT NUMBER: GS-07F-0564X

Contract Period: June 1, 2011 through May 31, 2016

SINS: 615-4, 615-9, 615-5000, 632-05, 632-06, 632-07, 632-10, 66-107

Ordering information, terms and conditions, and up-to-date pricing is
available at:

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

AND



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TABLE OF CONTENTS

1.	DEFINITIONS	1
1A.	TABLE OF AWARDED SPECIAL ITEM NUMBERS (SIN).....	1
1B.	LOWEST PRICED MODEL.....	2
1C.	HOURLY RATES	2
2.	MAXIMUM ORDER.....	2
3.	MINIMUM ORDER.....	2
4.	GEOGRAPHIC COVERAGE (DELIVERY AREA).....	2
5.	POINTS OF PRODUCTION.....	2
6.	PRICES AND DISCOUNTS	3
7.	QUANTITY DISCOUNTS.....	3
8.	PAYMENT TERMS	3
9.	GOVERNMENT PURCHASE CARD ORDERS.....	3
10.	FOREIGN ITEMS.....	3
11A.	TIME OF DELIVERY	3
11B.	EXPEDITED DELIVERY – CONTACT AGILENT	4
11C.	OVERNIGHT AND 2-DAY DELIVERY – NOT APPLICABLE TO THIS CONTRACT.....	4
11D.	URGENT REQUIREMENTS – NOT APPLICABLE TO THIS CONTRACT.....	4
12.	F.O.B. POINTS	4
13A.	ORDERING ADDRESS	4
13B.	ORDERING PROCEDURES	4
14.	PAYMENT ADDRESSES.....	4
15.	WARRANTY	5
16.	SHIPMENT, PACKAGING AND PACKING & EXPORT PACKING CHARGES.....	5
17.	TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE.....	5
18.	TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR.....	6
19.	TERMS AND CONDITIONS OF INSTALLATION	6
20.	TERMS & CONDITIONS OF REPAIR PARTS - NOT APPLICABLE TO THIS CONTRACT	8
21.	SERVICES & DISTRIBUTION POINTS - NOT APPLICABLE TO THIS CONTRACT	8
22.	PARTICIPATING DEALERS - NOT APPLICABLE TO THIS CONTRACT	8
23.	PREVENTIVE MAINTENANCE	8
24A.	SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS) - NOT APPLICABLE TO THIS CONTRACT	8
24B.	SECTION 508 COMPLIANCE FOR EIT - NOT APPLICABLE TO THIS CONTRACT	8
25.	DATA UNIVERSAL NUMBER SYSTEM (DUNS)	8
26.	CENTRAL CONTRACTOR REGISTRATION	8
27.	SALE AND DELIVERY.....	8
28.	LICENSES	9
29.	WARRANTY	9
30.	INTELLECTUAL PROPERTY CLAIMS.....	9
31.	LIMITATION OF LIABILITY AND REMEDIES	9
32.	GENERAL.....	10
31.	ADDITIONAL INFORMATION	10

1. 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 (SIN)

SIN	DESCRIPTION
66-107/RC	Electrophoresis, including Capillary Electrophoresis and Electrophoration Devices and Systems, Nucleic Acid and Amino Acid Sequencing Systems
615-4/RC	Gas Chromatograph (GC) and Chromatograph/Mass Spectrometer (GC-MS) Systems
615-9/RC	Liquid Chromatographer (LC) and Liquid Chromatographer/Mass Spectrometer (LC-MS) Systems
615-5000/RC	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; and Equipment Leasing
632-5/RC	Infrared Spectrometers
632-6/RC	Ultraviolet, Visible, Infrared, and Near Infrared Spectrophotometers
632-7/RC	Fluorescence Spectrometers
632-10/RC	X-Ray Spectrometers; Diffractometers; Emission Spectrometers, Including Flame, Spark, Arc and Laser Types; and Mass Spectrometers

1B. LOWEST PRICED MODEL

Refer to product pages.

1C. HOURLY RATES

Refer to Agilent Service Terms E16S.

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 numbers 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**United States**

Little Falls, Newcastle County, Delaware
Loveland, Larimer County, Colorado
Santa Clara, Santa Clara County, California
Santa Rosa, Sonoma County, California
Lake Forest, Orange County, California

Foreign Countries

Melbourne, Victoria, Australia
Gent, Belgium – Rotselaar, Belgium
Plan-les-Ouates, Geneva, Switzerland
Hamburg, Hamburg, Germany – Boeblingen, Baden-Wurttemberg, Germany
Naerum, Denmark

South Queensferry, West Lothian, Scotland, UK
Cernusco sul Naviglio, Milan, Italy – Roma, Rome, Italy
Hachioji, Tokyo-To, Japan – Kobe, Hyogo-Ken, Japan
Suwon, Korea – Seoul, Korea – Taejeon, Korea – Taegu City, Korea
Amstelveen, Netherlands
Singapore, Singapore

6. PRICES AND DISCOUNTS

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-07F-0564X are listed on Agilent's GSA Product 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 by phone for amounts up to the maximum limit of the purchase card, in accordance with the terms and conditions of this contract. Please refer to Section 17.

To place a purchase card phone order, please refer to Section 13A.

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).

Foreign Points of Production are listed in Section 5.

11A. TIME OF DELIVERY

From date of receipt of order, most items in this contract shall be delivered within 90 days. For a few highly complex systems the delivery time may be up to 120 days. Agilent will make reasonable efforts to meet

Customer's Delivery requirements. If Agilent is unable to meet Customer's Delivery requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. Check with the Agilent's Government Business Center (identified in Item 13) for best delivery.

11B. EXPEDITED DELIVERY – CONTACT AGILENT

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).

13A. ORDERING ADDRESS

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
Fax: (302) 633-8901

For Service: 1-800-424-9759

13B. ORDERING PROCEDURES

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. PAYMENT ADDRESSES

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

Agilent Technologies
4187 Collections Center Drive
Chicago, IL 60693

Overnight payments can be sent to:

Bank of America Lockbox Services
Agilent Technologies, Inc.
4187 Collections Center Drive
Chicago, IL 60693

CTX/CCD+ electronic payments may be paid to:

Bank of America, San Francisco, CA

ABA 121 000 358

Beneficiary: Agilent Technologies, Inc.

Beneficiary Account Number: 12331-31561

15. WARRANTY

- a) Product warranty terms are provided with the Product, on quotations, upon request or at http://www.agilent.com/go/warranty_terms. Each Product receives a global warranty which includes the standard warranty for the country of purchase.
- b) Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c) If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.

THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16. SHIPMENT, PACKAGING AND PACKING & EXPORT PACKING CHARGES

- a) Agilent will ship best way prepaid according to Agilent's standard commercial practice. Agilent will make reasonable efforts to meet Customer's Delivery and shipment requirements. If Agilent is unable to meet Customer's Delivery and shipment requirements, alternative arrangements may be agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order.
- b) Title to hardware Products and risk of loss and damage will pass to Customer at the address agreed to by Agilent in accordance with the Applicable Trade Term.
- c) Return Shipment for Calibration services: Agilent will charge a fee for returning covered Products to Customer via standard shipping and handling methods. Other shipment methods requested by Customer may be available at an additional fee.
- d) Agilent products are packaged to conform to the commercial standards and practices of the industry. For agencies requiring special military or export military specifications, or coded packaging, contact the nearest Agilent sales office in your area for the appropriate price. If special packing or shipping instructions are agreed, charges will be billed separately to Customer, and risk of loss and damage will pass to Customer on delivery to Customer's carrier.
- e) Export packing charges is not included, but available outside the scope of this contract.

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE

Government purchase cards are accepted up to and above the micro-purchase level.

- 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.

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 AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR

Refer to Agilent Service Terms E16S.

19. TERMS AND 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 a n 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 t he 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; execute turn-on procedures;
7. perform electronic and mechanical adjustments;
8. perform any repairs which may be required to make the Products operational; (ii)
9. execute standard Agilent diagnostic or verification programs and tests;
10. 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

Refer to Agilent Service Terms E16S.

24A. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (E.G. RECYCLED CONTENT, ENERGY EFFICIENCY, AND/OR REDUCED POLLUTANTS) - NOT APPLICABLE TO THIS CONTRACT

24B. SECTION 508 COMPLIANCE FOR EIT - NOT APPLICABLE TO THIS CONTRACT

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS)

Agilent's DUNS is 195823570.

26. CENTRAL CONTRACTOR REGISTRATION

Agilent is registered in CCR. Registration is valid until January 5, 2012.

27. SALE AND DELIVERY

- a) All orders are subject to acceptance by Agilent. Orders are governed by the applicable trade term specified on the quotation or agreed to by Agilent as defined in Incoterms 2000.
- b) Prices exclude any applicable sales, value added or similar tax payable by Customer.
- c) Unless otherwise indicated on the quotation, prices include shipping and handling charges. Title to hardware and consumable Products will pass to Customer upon delivery.
- d) Customer may cancel orders prior to shipment at no charge. Product returns are subject to Agilent approval and applicable charges.
- e) For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Agilent's installation and test procedures. If Customer schedules or delays installation by Agilent more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.
- f) Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. 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.

28. LICENSES

- a) Agilent grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Agilent grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b) Except as authorized by Agilent in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.

29. WARRANTY

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

30. INTELLECTUAL PROPERTY CLAIMS

- a) Agilent will defend or settle any claim against Customer that a Product infringes an intellectual property right, provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent.
- b) In defending or settling an infringement claim under Section 4(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.
- c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.

31. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory,

even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

- b) The limitations set forth in Section 5(a) above will not apply to infringement claims under Section 4, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

32. GENERAL

- a) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software- Restricted Rights).
- b) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Agilent shall not be liable for any damages resulting from such use.

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 (June 2010)

(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

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

This GSA schedule contract is available to agencies of the United States Federal Government only. It shall constitute the entire agreement between Agilent and those ordering under the contract. It is not available to commercial customers, or to other government agencies (state, local, or 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 this 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 Section 13A.

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 SERVICE TERMS**

These Agilent Service Terms ("Terms") along with the applicable description of Service ("Service Exhibit") and the terms indicated on the quotation govern the Service of Products and the license of software updates by Agilent Technologies, Inc. and its subsidiaries ("Agilent"). In the event of a conflict herewith, the Service Exhibit will prevail. "Product" means Agilent or third party hardware or consumable that is supported by Agilent as described, if applicable, in any Service Exhibits.

"Service" means any standard service to support Products."

1. PARTIES RESPONSIBILITIES

- a) Agilent will perform Service in a professional and workmanlike manner. Agilent will make reasonable efforts to deliver Service in accordance with the quotation or the applicable Service Exhibit and may select qualified and reputable subcontractors to perform Service.
- b) Product must be at current specified revision levels and may require Agilent's certification, at Customer's expense, that Product is in good operating condition.
- c) Product relocation may result in additional Service charges, modified service response times and if moved subject to availability.
- d) Customer must remove products not eligible for Service to enable Agilent to perform Service and may incur additional charges for any extra work caused.
- e) Service does not cover damage, defects or failures caused by: use of non-Agilent media, supplies and other products; site conditions that do not conform to Agilent's specifications; neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Agilent employees or subcontractors, or causes beyond Agilent's control.
- f) Customer is responsible for maintaining a procedure external to the Product to reconstruct lost or altered Customer files, data or programs, and for having a representative present when Agilent provides Service at Customer's site. Customer will notify Agilent if Product is being used in an environment that poses a potential health hazard. Agilent may require Customer to maintain such Product under Agilent supervision.

2. ORDERS AND CANCELLATIONS

- a) All orders are subject to acceptance by Agilent.
- b) Upon sixty (60) days written notice, Customer may cancel one or more Products from a remedial service agreement (such as return to bench, on-site support, response center, application and technical assistance and software updates) and will receive a refund prorated over the term of the Service agreement. Cancellation of a scheduled Service agreement (such as calibration and preventive maintenance), will be subject to a fee of US \$200 and the payment for all Service rendered hereunder. Information on Service charges is available upon request. Cancellation of a Service agreement that contains one or more type of Service is subject to Agilent approval.
- c) Upon sixty (60) days written notice, Agilent may delete Product no longer included in Agilent's Service offering or may cancel a Service Exhibit.

3. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

- a) Customer will pay all expenses for return of Product to the Agilent service center. Agilent will pay expenses for return of Product to Customer via Agilent's standard shipping methods.
- b) Risk of loss and damage for tangible deliverables will pass to Customer at the location specified in the quotation or order acknowledgment.
- c) Acceptance of Service will occur upon performance.

4. PRICE AND PAYMENT

- a) Prices exclude any applicable sales, value added or similar tax payable by Customer.
- b) Payment terms are per the quotation or order acknowledgement and are subject to change if Customer's financial condition or payment records so warrants. Agilent may stop 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.

5. WARRANTY

- a) Agilent will replace, at no charge, defective parts used in Agilent's repair of Product for ninety (90) days from the date of Service.
- b) Agilent warrants that software updates will not fail to execute programming instructions due to defects in materials and workmanship when properly installed and used on hardware designated by Agilent. Agilent warrants that Agilent owned standard software updates substantially conform to specifications. Agilent does not warrant that software updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Agilent does not warrant that software updates will be uninterrupted or error free.
- c) Agilent Service may use remanufactured parts that are equivalent to new in performance.
- d) The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or an unauthorized third party; 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.
- e) THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**AGILENT SERVICE TERMS****6. LICENSES**

Unless license terms are included with the software updates, software updates licensed under these Terms will be subject to the most current applicable underlying license.

7. INTELLECTUAL PROPERTY CLAIMS

- a) Agilent will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance to Agilent.
- b) In defending or settling an infringement claim under Section 7(a), Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the affected deliverable, or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price.
- c) Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; modifications by Customer or a third party; software update use outside the scope of Agilent specifications or related application notes; or use of the deliverable with products not supplied by Agilent.

8. LIMITATION OF LIABILITY AND REMEDIES

- a) In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b) The limitations set forth in Section 8 (a) above will not apply to infringement claims under Section 7 above, or to damages for bodily injury or death.
- c) The remedies in these Terms are Customer's sole and exclusive remedies.

9. TERM AND TERMINATION

- a) An order or a Service agreement may be terminated immediately upon notice in writing (a) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (b) by Agilent if Customer fails to pay any sums due as specified in Section 4(b) above.
- b) Any order or Service agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors,

or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.

- c) Upon termination in accordance with 9a) or b) Customer will pay Agilent for all Service performed and charges and expenses incurred by Agilent up to the date of termination. If the sum of such amounts is less than any advance payment received by Agilent, Agilent will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.
- d) Provisions herein which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.

10. GENERAL

- a) Customer may not assign or transfer a Service agreement without Agilent's prior written consent, which may be subject to applicable charges and terms. Agilent may assign or transfer any of its rights or obligations under these Terms and applicable Service Exhibits upon notice.
- b) Agilent will store and use Customer's personal data in accordance with Agilent's Privacy Statement available at – www.agilent.com/go/privacy. Agilent will not sell, rent or lease Customer's personal data to others.
- c) The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- d) Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).
- e) Disputes arising in connection with these Terms will be governed by the laws of the State of California.
- f) To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- g) These Terms and any Service Exhibits attached hereto constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

**LSCA MICROARRAY SUPPLEMENTAL TERMS****Exhibit E380**

The following provisions will apply to the sale of the Catalog Printed and Catalog Nucleic Acid Microarrays ("Microarrays") and will supersede any conflicting provisions in Agilent Sales Terms or Customer's Purchase Agreement with respect to the said products.

1. INTELLECTUAL PROPERTY CLAIMS FOR MICROARRAYS

In addition to the provisions set forth in the Agilent Sales Terms or Customer Purchase Agreement, Agilent has no obligation for any claim of infringement, including those arising from:

- (1) Any discovery or product made as a result of using the Microarrays;
- (2) Reach-through claims;
- (3) Claim(s) based upon oligo nucleotide sequences or content-based claim(s) related to oligo nucleotide sequences;
- (4) Customer's continued use of the Microarray after notification of a claim of infringement, without Agilent's written authorization to do so.

1. WARRANTY AND INSTALLATION CLASSIFICATIONS

Products receive warranty services as defined in the Table below

WARRANTY CODE	WARRANTY PERIOD	SERVICE LOCATION	SERVICE LEVEL <i>Unless otherwise specified below, standard local service is included</i>	RESPONSE TIME <i>Unless otherwise specified below, standard local response time is included.</i>	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:

- 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 are 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. RESPONSE TIMES

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

RESPONSE TIME TABLE

ZONE NUMBER□	1-3	3-5	6	Other
Distance (Miles/Km)	0-100 / 0-160	101-200 / 161-320	201-300 / 321/480	
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. INSTALLATION 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.