



Agilent Life Sciences and Chemical Analysis Support Services: Extended Warranty and Advantage Service Plans

Exhibit 21X

Agilent Technologies' Life Sciences and Chemical Analysis Extended Warranty and Advantage Service Plans are governed by this Exhibit and the Agilent Service Terms.

1. Services

Extended Warranty and Agilent Advantage Service Plans include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent:

a. Extended Warranty (R-28D).

Extended Warranty provides warranty-level service coverage on Agilent instruments. Includes Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included. Certain hardware components may require return to Agilent services at an Agilent Field Repair Center. This service plan may also be offered on select non-Agilent instruments.

b. Agilent Advantage Bronze (R-28C).

The Agilent Advantage Bronze service plan includes Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor-Assist service is also included. Certain hardware components may require return to Agilent services at an Agilent Field Repair Center. This service plan may also be offered on select non-Agilent instruments.

c. Agilent Advantage Silver (R-28R).

The Agilent Advantage Silver service plan includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance, and upon availability: Agilent Remote Advisor-Assist,

Agilent Remote Advisor- Report, and Agilent Remote Advisor-Alert. This service plan may also be offered on select non-Agilent instruments.

d. Agilent Advantage Silver with Classic OQ (R-28S).

Service includes: services defined in section c) above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass.

e. Agilent Advantage Silver with Classic OQ and RQ (R-28T).

Service includes: services defined in section c) above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass, and Classic Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

f. Agilent Advantage Silver with Enterprise OQ (R-28U).

Service includes: services defined in section c) above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass. This service plan may also be offered on select non-Agilent instruments.



g. Agilent Advantage Silver with Enterprise OQ and RQ (R-28V). Service includes: services defined in section c) above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass, and Enterprise Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period. This service plan may also be offered on select non-Agilent instruments.

h. Agilent Advantage Silver with Software (R-28W). Service includes: services defined in section c) above and furthermore data station Software Media Updates.

i. Agilent Advantage Gold (R-28E). The Agilent Advantage Gold service plan includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair* and On-site Hardware Troubleshooting and Repair with Priority Response time. All labor, travel costs, service parts, including Consumable Parts Required for Repair are included. Discount on overtime repair services provided. Additionally included are one Preventive Maintenance, and upon availability: Agilent Remote Advisor-Assist, Agilent Remote Advisor-Report, and Agilent Remote Advisor-Alert. This service plan may also be offered on select non-Agilent instruments.

j. Agilent Advantage Gold with Classic OQ (R-28F). Service includes: services defined in section i) above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass.

k. Agilent Advantage Gold with Classic OQ and RQ (R-28G). Service includes: services defined in section i) above and furthermore one one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass, and Classic Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

l. Agilent Advantage Gold with Enterprise OQ (R-28H). Services included: Services defined in section i) above and furthermore one Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass. This service plan may also be offered on select non-Agilent instruments.

m. Agilent Advantage Gold with Enterprise OQ and RQ (R-28J). Service includes: services defined in section i) above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass, and Enterprise Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period. This service plan may also be offered on select non-Agilent instruments.

* Service center repair option available only for products that specify this repair method or in cases where this option is mutually beneficial to customer and Agilent.

2. Service Definitions:

a. Phone Support to Isolate and Resolve Hardware and Software Problems. Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware

problems. If software phone support is specified, also includes telephone access for the specific purpose of isolating and resolving software problems. Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system. Excludes client-server database software and Informatics software. May include software support from vendors other than Agilent for Multi Vendor Services arrangements.

b. On-site Troubleshooting and Repair. Includes diagnosis and correction of product malfunctions and failures at the Customer site. Repair is provided uninterrupted, unless Agilent determines that additional parts or resources are required. In such case, Agilent will interrupt repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that Customer must follow while a permanent solution is developed.

c. Consumable Parts Required for Repair. Certain supplies and consumable parts may be required as part of repair or the diagnosing of Instrument or Product problems. Information about supplies and consumable parts, including the applicable limitations on the quantity needed during repair or services, are, defined at www.agilent.com/chem/svc consumables. Unless otherwise stated, the quantity of such items included in contractual coverage is limited to the amount necessary to return the instrument to normal operation.

- d. Service Center Repair.** Includes diagnosis and correction of product malfunctions and failures at local Agilent Service Centers. Agilent may install engineering improvement modifications, when applicable, and perform services such as cleaning, adjusting, lubricating, inspecting or testing. Repaired products are re-tested and certified to verify proper operation. All required labor, parts and materials are included. Replaced parts become the property of Agilent.
- e. Preventive Maintenance.** Include replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. Labor and parts required to perform Agilent's preventive maintenance procedures and travel to Customer's site once during the coverage period are included. Preventive maintenance is performed according to Agilent-recommended procedures upon a mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.
- f. Classic Edition Operational Qualification.** Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent Classic Edition Operational Qualification (OQ/PV) procedure and methodology. Service is provided annually.
- g. Classic Edition Repair Qualification.** Uses Agilent Classic Edition procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.
- h. Enterprise Edition Operational Qualification.** Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent Enterprise Edition Operational Qualification (OQ) procedure and methodology. The service is compatible with all Agilent instruments, and selected non-Agilent products. Service is provided annually.
- i. Enterprise Edition Repair Qualification.** Uses Agilent Enterprise Edition procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.
- j. Agilent Remote Advisor-Assist.** Enables Customer to open a service request by clicking the Push for Help icon on connected systems. The Push for Help request is acknowledged within thirty (30) minutes and Customer receives a call back within one (1) hour from Agilent to isolate and resolve hardware issues. Additionally, enables Customer to open a secure Real-time Collaboration session with Agilent for live remote diagnostics and assistance. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.
- k. Agilent Remote Advisor-Report.** Provides instrument configuration, availability and utilization reporting information for connected systems in hardcopy form or via access to secure web-based reporting portal. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.
- l. Agilent Remote Advisor-Alert.** Allows Customer to set text or email alerts to notify Customer when instrument maintenance thresholds are reached or when the instrument requires user interaction. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.
- m. Overtime Service.** Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00AM to 17:00PM local time Monday through Friday except local holidays (may vary by country).
- n. Response Time.** Response time for all Agilent Advantage Service plans is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at Customer's site. Standard Response time varies by country and by distance to Customer's location. Priority Response time is defined as Standard Response time minus one day and may not be available in all locations.
- o. Software Media Updates.** At Agilent's discretion, software updates and documentation may be delivered automatically to Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software. Note: Only Agilent Advantage Silver with Software service includes media updates.

3. Service Prerequisites

Applicable for Agilent Advantage Service Plans:

a. Recommended Modifications, Reliability and Performance Enhancements.

Agilent may make recommended modifications at Agilent's expense to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance of Customer's instruments, covered by Agilent service agreements. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

Applicable for Qualification Services:

a. Preventive Maintenance. A preventive maintenance procedure when recommended by manufacturer may be performed prior to qualification services at customers expense unless otherwise covered by service agreement.

Applicable for Software Support Services:

a. General. Agilent provides telephone support only for software that Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for current software version and for last previous version for a minimum of one (1) year from the date of last availability. If support coverage lapses, additional fees may apply.

b. Designated Callers. Customer must identify one primary and one alternate caller, both of whom

have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

c. Telephone Access. Customer must provide a telephone near the system or at another mutually agreed location, which allows Customer to perform software operations required during problem resolution.

d. Diagnostic and Maintenance Software.

Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent and Agilent may remove them when the support contract ends.

4. Customer Responsibilities

a. Operating and Maintenance Procedures.

Customer must follow the operating and maintenance procedures specified in the Agilent documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an Agilent Instrument.

b. Access. If applicable, Customer must provide Agilent access to Instruments, adequate working space and use of all information and facilities necessary to service the instrument at Customer's site

c. Appropriate Communication Ability.

Customer must have adequate access to telephones near instruments and must be fluent in a language supported by local Agilent Call Center. Web, e-mail and fax access are required for patches and information transfer.

d. Material Shipping and Receiving Capabilities.

Customer must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

Applicable for Service Center Services:

a. Compliance with Agilent Process.

Customer must follow the standard Agilent process for calling, reporting and qualifying a hardware problem. The pertinent Instrument information must be provided.

b. EHS Form. Customer must enclose the completed Environmental Health & Safety (EHS) form, or if not available, provide a written statement that no EHS hazard exists as a result of the use of the instrument in Customer's laboratory.

c. Proper Packaging. Any returned instruments must be carefully packed in a proper shipping carton.

Applicable for Mass Spectrometer Maintenance and Ion Source Cleaning Services:

a. Venting. Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

Applicable for Qualification Services:

- a. Rescheduled Services.** Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification service.
- b. Business decisions.** Business decisions or actions taken by Customer as a result of any qualification service procedure are responsibility of the Customer.
- c. Proprietary Information.** Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

5. Service Limitations

The following limitations apply to all Extended Warranty and Agilent Advantage Service Plans:

- a. Product Eligibility.** Unless otherwise stated, eligibility for services is limited to selected Agilent and Agilent supported non-Agilent analytical instruments only and is subject to local availability. Any service not covered by the contractual service ordered is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate Instrument documentation.
- b. Service Availability.** Coverage hours will be Agilent's normal business hours (08:00am to 17:00pm), Monday through Friday, excluding local holidays unless otherwise stated in the agreement.
- c. Travel Zones.** The standard pricing for Agilent Advantage service plans includes travel to sites located within 100 miles or 160 kilometers of an Agilent office. Additional charges will be included for travel beyond this distance.
- d. Maximum Use Limitation.** Agilent may assess additional service

charges for certain electro-mechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. Customer 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 and invoiced separately.

- e. Obsolete Instruments.** Agilent standard services do not cover Instruments or Products that are beyond their specified support period.
- f. End of Support.** For systems where the main analytical component, called the parent module, or subordinate components, called child modules, reach end of support, Agilent Asset Maximization service coverage and price uplifts may apply. Agilent Asset Maximization service options are described in a separate service exhibit.
- g. Contamination.** Services for parts and instruments that become contaminated when operated in hazardous environment or are used to analyze hazardous materials, may be subject to additional charges. Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.
- h. Consumables, Supplies and Parts.** Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.
- i. Application Software Support.** Agilent provides remote support for two (2) designated callers to isolate and resolve software issues or problems with Agilent Application Software including but not limited

to ChemStation, ChemStore, and EZChrom Elite Workstation series. Support for the operating system, any other software on the system, in-depth training, consulting or any custom engagements, including software customization, are not included. Response time is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site service and subject to additional charges.

- j. Agilent Informatics Software Support.** Support for Agilent Informatics software, including but not limited to Agilent OpenLab, Agilent ECM, and Agilent EZChrom Elite Client/Server, is not included. Support coverage for Agilent Informatics software may be purchased separately.
- k. Modules for Service Center Repair.** Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.
- l. Software Updates.** Software updates or upgrades are provided under the Agilent Advantage Silver with Software service plan only. Software updates or upgrades are not specifically provided under any other Agilent Advantage service plan. Contractual software update services may be purchased at additional charge.
- m. Agilent Provided PC Hardware and Peripheral Support.** The Extended Warranty plan and Agilent Advantage Service plans covering Agilent instrument systems do not specifically provide coverage for PC hardware or peripheral devices. Support on PC hardware and peripheral devices is available separately.

6. Cancellation or Deletion

Notwithstanding the provisions of the Terms of Service to which this Exhibit applies, upon sixty (60) days written notice, Customer may delete Product from or cancel in its entirety a remedial Service Agreement to which this Exhibit applies that includes but is not limited to such Services as return to bench, on-site support, response centre, application and technical assistance and Software Updates. Customer will receive a refund that is prorated over the term of the Service Agreement. Cancellation of a scheduled Service Agreement, or deletion of a Product from a Service Agreement including but not limited to such Services as calibration and preventive maintenance, will be subject to a fee in

the amount of 10% of the price of the Service so cancelled or deleted. Customer will also pay for all Service rendered under the scheduled Service Agreement. Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. Customer may not cancel a portion of or an individual Service offered under such Service Agreement.

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