



Agilent Technologies, Inc. – CrossLab Services: Migration Services

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CrossLab

Exhibit 22W

Agilent Technologies Migration Services (“Services”) are governed by this Exhibit and the Agilent Terms of Service (E16S). This Exhibit 22W (“Exhibit”) together with the Agilent Terms of Service (E16S) will govern the Services, unless a written agreement signed by both parties provides otherwise. In case of any conflict, the provisions of this Exhibit will prevail.

Migration Services

Migration Services consist of:

- Education and Training Courses
- Method Transfer
- Data Transfer
- System Integration, including LIMS and other third-party software such as SimDis, MatchCompare, and other tools commonly used in chromatography workflows

Agilent retains the right to design and adjust the content of the Services to conform to agreed technical requirements.

Education and Training Courses (R3999B, R-39T-501)

The customer may purchase training by means of Training Credits (the “Credits”) as part of their Migration Services solution. The Credits are prepaid electronic units which may be redeemed for Agilent Education and Consulting Services such as On-site training, Classroom courses, Agilent University, and Online learning.

Method Transfer (R4472A, R-11A-501)

The customer may purchase Method Transfer as part of their Migration Services solution. The service moves legacy methods from the customer’s old Agilent workstation system to New System (the “New System”), which consists of a new Agilent instrument platform and/or new software. The legacy methods are then configured and tested to work correctly on the New System. Method Transfer is performed according to the delivery checklist covering acquisition and data analysis steps of the customer’s working and defined method. All modifications to legacy methods are documented for the customer’s records.

Data Transfer (R4473A, R-11B-501)

The customer may optionally purchase Data Transfer as part of their Migration Services solution. The service moves legacy data from the customer’s old system to New System. The legacy data are then verified and ready to be opened in the new system, and the customer is instructed how to open and convert legacy data files. Data Transfer is performed according to the delivery checklist. Data transfer logs are documented for the customer’s records.

System Integration LIMS (R4475A, R-11D-501)

The customer may optionally purchase System Integration as part of their Migration Services solution. The service reconnects all of the customer’s file-based LIMS system to the new Agilent CDS Workstation, ensuring that the customer’s data and workflow are operating correctly in the New System. System Integration is performed according to the delivery checklist.



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System Integration, Non-LIMS (R4474A, R-11C-501)

The customer may optionally purchase System Integration as part of their Migration Services solution. The service reconnects all of the customer's file-based system (other than LIMS) to the New Agilent CDS Workstation based System, ensuring the customer's data and workflow is operating correctly in the new system. System Integration is performed according to the delivery checklist.

Service Definitions

Service Guarantee. Agilent will reperform any Services not performed in accordance with the performance and acceptance stated above, provided that Agilent receives written notice from the customer within 30 days after such Services were performed. Agilent does not guarantee to meet any specific timeline, or specific result unless otherwise specified in writing and signed by authorized representatives of both parties.

Training Credits. Training Credits are valid for a period of 24 months from the order or contract start date and are noncancellable, nonrefundable, and may not be transferred. Training Credits that remain unused after 24 months from the order or contract start date will expire with no remaining value. Therefore, it is recommended that the customer contact the Agilent sales representative before the expiry date to spend the remaining balance on Education or Consulting Services. Training Credits are considered redeemed with no remaining value once the Services are scheduled and may only be redeemed in the country of purchase. Training Credits cannot be used for customer travel or other customer expenses.

Method Transfer. Agilent is only responsible for ensuring the New System is in working condition. Customers agree to the one of the following standard criteria for operational methods on their new System: (1) Number and retention time of critical peaks (peaks of interest to the customer) in the new chromatogram matches the critical peaks the customer had in the original chromatogram. (2) The customer standards (up to three) in a one level calibration match to within a 2% RSD in up to three repeat injections. Additional or custom criteria may be ordered as a separate, consultative service from Agilent. Customers may compare their Method Transfer results with results prior to the service being performed, however, Agilent is not responsible for any performance guarantee beyond the agreed upon standard criteria on the customer's method.

Data Transfer. Agilent is responsible for ensuring that the customer's data are intact and can be accessed in the "New System". Customer data that are corrupt or malformed in the old system will not be transferred to the new system, restored, or fixed by Agilent. Customers may compare how their data are displayed in their old system and New System, however, Agilent is not responsible for any data display differences based on changes of the design with the "New System".

System Integration LIMS, SimDis, MatchCompare, and others. Agilent will ensure the customer's data and workflow continue to operate in the "New System". Specifically, Agilent is responsible for re-establishing file-based data transfer connections that previously existed on the legacy system. Agilent will ensure file compatibility with the new CDS workstation System. Agilent

is not responsible for establishing, connecting, repairing, or otherwise configuring new network systems or remote file systems.

Service Prerequisites and Customer Responsibilities

Customer Objectives. The customer will have sole responsibility for accomplishing any objectives for which the customer purchases the Services. Agilent will not be responsible for any business or other decisions made, or actions taken by the customer based on any part of the Services.

Contact Partner and Access Conditions

The customer is responsible to:

- Appoint a contact partner to provide information and answer any questions on the part of Agilent up to and during Services delivery. The customer will support and cooperate with Agilent.
- Provide working IT-infrastructure, rooms, equipment, as well as documentation as needed as a condition of receiving Services

If the Contact Partner and Access Conditions are not met, or if the customer fails to reasonably cooperate or delays in such cooperation, Agilent may reschedule or cancel the Services and charge the customer the fee listed in "Cancellation and Rescheduling of Services".

Method Transfer. The customer is responsible for providing the working, defined method, and a quality controlled standard to perform the service. Failure to provide the method or standard at the time of delivery will result in the service not being performed for the migration event.

Cancellation and Rescheduling of Services

Either party may reschedule or cancel Services by providing written notice to the other party, which may be sent electronically, no later than 10 working days prior to the scheduled start date. If rescheduled, Agilent shall use reasonable commercial efforts to reschedule the Services as soon as practicable, but not more than 6 months from the original scheduled date of the Service. If Agilent does not reschedule the Services, the customer will receive a full refund of any fees, paid in advance.

Notice is considered given when received by the other Party. Notice given after 5 pm on any day Monday through Friday, or on a holiday or weekend, is considered received on the following business day, which excludes weekends and holidays. If notice is received by Agilent fewer than 10 working days in advance, the following cancellation fees shall apply (including training credits):

- 50 % of the Service charges if notice is received less 2–9 working days in advance
- 100 % of the Service charges if no notice is received or notice is received the day of or 1 working day prior to when Services are scheduled

Cancellation of Training Credits.

Training Credits are valid for a period of 24 months from the order or contract start date and are noncancellable, nonrefundable, and may not be transferred. This term does not impact the customer's right to cancel other services on the service contract subject to the cancellation terms of that service.

Termination for Breach. The Migration Services may be terminated immediately upon notice in writing by either party if the other party is in material breach of the agreement and fails to remedy such breach within 5 working days of receipt of a written notice by the other party. The customer agrees to pay Agilent for all costs and expenses incurred including any time for Services up until the notice to terminate is issued.

Intellectual Property Rights

Rights to the Results of Work Performed. Agilent grants the customer a nonexclusive, nontransferable right to use the results of the Services for internal purposes, unless otherwise agreed in writing. Agilent shall retain all copyrights, patent rights, moral rights, trade secrets, trademarks, and any other intellectual rights which are made, developed, conceived, or reduced to practice by Agilent in its performance under these Terms.

Services Documentation Copyright. Agilent retains all copyrights in the Services documentation provided. Neither the Services nor consulting documentation, nor any part thereof, may be reproduced, processed, translated, disseminated, presented, or used for public consumption using electronic systems in any manner whatsoever without an Agilent signed written consent.

Confidentiality

Neither party will disclose or advance any written or tangible confidential information of the other party clearly marked as confidential to any third party for a period of 7 years, following the day of receipt, except that the receiving party may advance such confidential information to its affiliates in confidence. These obligations will cease once such confidential information becomes publicly available without breach of these Terms, or is independently developed by, or disclosed to the recipient by a third party who is not under any confidentiality obligations with respect to the Confidential Information.

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