



Agilent Life Science, Diagnostics, and Applied Markets Support Services: Inventory Management Services

Inventory Management Services are governed by this document and the Agilent Terms of Service (E16S).

Exhibit

Inventory Management Services

Inventory Management Services (IMS) is a Subscription for inventory management services of common laboratory Assets.

The available inventory services are:

- Initial Inventory Service (defined in *Initial Inventory Service* section)
- Re-Inventory Service (defined in *Re-Inventory Service* section)

Subscription pricing is based upon the total Assets included in the Inventory, the number and location of customer sites, and the desired frequency for updating the Asset Inventory List. Purchase of IMS does not include a license to inventory software. The software programs required are for the exclusive use of Agilent to perform the Services.

Inventory Management Services and Component Definitions

Asset. A specific laboratory instrument or piece of equipment included in the Subscription.

Asset Inventory Data. A predefined set of Asset descriptors such as manufacturer, model number, serial number, RFID tag number, and location that are compiled to produce an Asset Inventory Report.

Asset Inventory List. This list contains Asset Inventory Data provided in a preconfigured Microsoft Excel format for use by the Customer.

Inventory. Inventory consists of all of the Customer Assets covered by the Subscription.

System. Multiple Assets that collectively perform a single specific function and are often physically connected. (For example, an LC pump, detector, and degasser that collectively make up a single LC System.) Systems are provided unique names within the inventory report to make management easier.

RFID Reader. A hardware component used to deliver the Service. Ownership of this device remains with Agilent. The RFID Reader receives inventory information from the Site Inventory PC prior to inventory tasks, and provides Asset inventory updates to the Site Inventory PC after the inventory is completed.

RFID Tags. Adhesive identification units placed on the Assets included in the Subscription. Once placed in service, RFID Tags cannot be transferred from one Asset to another.

RFID Tags are available in multiple sizes to optimize the RFID read-range and durability parameters. RFID Tags are compatible with country-specific regulations governing the frequency range of RFID Tag response.

Site Inventory PC. A specifically configured hardware component of the Service used to collect the inventory information. Ownership remains with Agilent.

Subscription. The initial 12 month term and any renewal term during which the Inventory Management Services will be performed. An active Subscription is required to receive the IMS services. Updates to the Asset Inventory List are provided only during the Subscription period, based on the contracted number of sites, Assets, and agreed-upon frequency.

Systemization. The process of associating a select set of Assets together to create a System.



Initial Inventory Service

This service consists of the following tasks:

- Format and clarify customer-supplied inventory list(s). Clarification is limited to identifying duplicate entries, ensuring consistent naming for manufacturers, models, locations, and so forth.
- Validate physical Assets, their locations, and correct any discrepancies found in the customer-supplied inventory list(s).
- Apply RFID tags to the Asset and associate the tag to the Asset information. Systemizing multiple Assets together as required.
- Deliver an Initial Inventory List that includes a predefined set of Asset information including location, serial number, manufacturer, RFID tag EPC number, and so forth.

Re-Inventory Service

Re-Inventory Service occurs on a regular interval after the completion of the Initial Inventory Service, as agreed by the parties. If a Subscription for this Service is purchased, this phase includes the following:

- Using the RFID Scanner, re-scan all Assets previously tagged during an Initial Inventory visit.
- Compare the re-scan of Assets to the previous Inventory List, and identify discrepancies.

- Identify Assets reasonably observed during the Re-Scan that are not listed in the previous Inventory List, and reconcile with what the Customer added since the previous inventory.
- Re-confirm Systemization if an Asset has moved from its prior location.

Service Prerequisites

Re-Inventory Service. 12 months from initial inventory, a Subscription is required for the continued receipt of Services and the delivery of the Asset Inventory Report.

Customer Responsibilities

Initial Inventory List. The Customer will provide Agilent an electronic copy of the Customer's existing Asset Inventory as a condition precedent to Agilent performing the Initial Inventory Service. Additional charges may apply if the Customer's existing Asset Inventory information is not available, or is of such low quality that it is unusable.

Laboratory Access. The Customer will provide laboratory and information technology access to Agilent instrument and/or informatics service engineers as needed to install, service, and configure the software and hardware required by IMS.

Inventory List Formatting. The Customer is responsible for formatting changes or inventory file modifications that may be required to import the completed (or final) Asset Inventory Data into the Customer's Asset management solution or other internal applications.

Use of Site Inventory PC. For Agilent to perform the Services, the Customer shall allow Agilent use of the Site Inventory PCs while on the Customer site.

Service Limitations

Asset Compatibility with RFID Tags.

Inventory of certain Asset types may not be possible due to physical or operational characteristics. Examples include, but are not limited to, Assets where the RFID tag would be submersed during normal use or maintenance of the Asset.

Asset Inventory List. As part of the Services, Agilent shall provide an Asset Inventory List on an agreed-upon interval. Additional lists or monitoring features are subject to availability.

Assets Not Found. Agilent makes no guarantee that all Assets described in the Asset Inventory List will be scanned during Re-Inventory Service. If an Asset identified in the Asset Inventory List is not scanned during a Re-Inventory Service, Agilent will identify the Asset, notify the customer, review its inventory process, and perform any follow-up activities Agilent deems necessary.

Non-Subscription Assets.

Agilent does warrant that non-Subscription Assets will be observed and reported to the Customer.

Inventory Accuracy. Agilent will use commercially reasonable efforts in performing the Services. Agilent does not guarantee that the Asset Inventory Data are 100 % accurate.

Non-Subscription Assets Observed by Agilent.

During any inventory phase, Assets may be observed during the reasonable course of Re-Inventory Service that were not included in the previous Inventory List. Agilent will discuss with Customer whether such non-Subscription Assets will be added to the Subscription, and Agilent will not affix additional Tags without direction from the customer. Assets can be added to the Subscription at any time through incremental purchase by the Customer.

If the Customer elects to add Assets to the license Subscription, and the total number of Assets does not exceed the Subscription tier previously purchased, the Assets will be included in the Asset Inventory Report at no additional charge. However, if the total Assets exceeds the Subscription tier, then additional license Subscriptions will need to be purchased to include the incremental Assets in the Inventory.

Bio-Hazards and Dangerous Locations.

Agilent reserves the right to limit or reject requests to perform Services in laboratories with known radioactive or biohazards. In addition, inventory Services may not be available in areas of geo-political instability.

Initial Inventory Duration. Duration of the Initial Inventory Service depends on the type and number of Assets to be inventoried, the number of locations, the number of RFID readers, the number of Agilent or Agilent-trained personnel available, and the accuracy of the Customer-supplied inventory list.

Disposal of Inventoried Assets.

Assets in the Inventory that are later disposed of by the Customer during the Subscription will not generate a refund during the Initial Inventory Service; however, these may generate a credit during Re-inventory Service billings.

RFID Tag Re-use. Due to their physical and electrical properties, RFID tags cannot be removed and/or re-used on another Asset.

Inventory Software. Rights to use the inventory software program executing both on the Site Inventory PC(s) as well as the RFID Reader(s) is provided only while a valid Subscription is in place. No perpetual license or entitlement for use of the Software Program is provided when purchasing the IMS Services or related hardware products. The software program may contain disabling features that prevent operation in the absence of an active Subscription.

Warranty. Agilent warrants that Services will be provided in a professional manner. Agilent will re-perform any Services not performed in accordance with the foregoing warranty, provided that Agilent receives notice from the Customer within 30 days after such Services were performed.

If hardware is purchased by the Customer, it carries a limited warranty from the manufacturers, which is passed through to the Customer. Agilent will facilitate the warranty claim during any Subscription period with the applicable manufacturer, whose decision on repair or replacement is final.

Termination, Cancellation, or Deletion

Upon 60 days prior written notice, the Customer may cancel the RFID Service in whole or in part. No refund will be given for Initial Inventory Service. For Re-Inventory Phase Services, no refund will be provided for Services delivered; however, a refund for the Subscription as to undelivered Services may be given at the discretion of Agilent.

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