

Agilent Technologies' On Demand Workstation Software Support ("Services") is governed by this Exhibit and the Agilent Service Terms (E16S) (collectively "the Agreement").

Services include remote and on-site assistance to restore currently supported versions of Agilent and third-party software ("Software"), previously purchased directly from Agilent Technologies.

### Services consist of:

- Workstation Crash and Recovery Priority Service
- Agilent Call Center Phone Support
- Agilent On-Site Field Engineer Support
- On-site Installation of Agilent licensed Software
- On-site Familiarization of Agilent licensed Software

Services do not include installation and configuration on Agilent Client Server systems.

### Service definitions

#### Workstation Crash and Recovery Priority

Support to troubleshoot, reinstall, and restore Software to original specifications. Should completion of the service require on-site assistance, Service will be scheduled in accordance with Agilent priority response time scheduling terms.

#### Workstation Installation

Agilent will install Verified Software to OEM original specifications in accordance with Agilent software site preparation and installation requirements documents. Verified Software is software that was originally licensed from Agilent as demonstrated by the Customer to Agilent's satisfaction. No guaranteed response time is associated, as this service is deliverable as a planned event.

#### Workstation Familiarization

Agilent will provide a basic overview of the Software systems in accordance with the Agilent Software Familiarization checklist.

Familiarization is not a valid substitute for full operation training nor consulting services. No response time is guaranteed, and this Service will be scheduled for a date as mutually agreed.

### Service prerequisites

#### Site preparation

The Customer is required to follow the Agilent Software Site Preparation and Installation guides. Agilent is not responsible for ensuring safe and optimal conditions at the Customer site.

### Customer responsibilities

#### Customer availability

The Customer must be available at the time the service engineer arrives to provide access to the system, and be accessible during Service delivery.

#### Software verification

The Customer is responsible for providing Software media and/or verifying ownership of Software prior to the start of Services.

## Service Limitations

### Multiple workstation installation

The On Demand Service charge is for installation on one system only. If multiple installations are purchased on one order, and one Agilent Field Service Engineer can install multiple workstations during the same visit, you will be charged a Multiple System rate per system.

### Multiple on-site visits

While most service calls can be completed on the first visit, because of the unpredictable nature of the work, some will require a return visit or visits to complete the work, which may not necessarily be consecutive.

### Travel

The On Demand Service charge includes travel up to 100 miles each way, and the labor to diagnose and repair a failure on one workstation.

If travel in excess of 100 miles is required, you will be billed in an incremental amount up to 300 miles. If travel exceeds 300 miles, you will be given a special quote based upon the situation.

### Professional training

Remote and Field Service Engineers are trained in a factory-designed program to assist with your Agilent Software.

For unusually difficult problems, Agilent Service personnel may access resources from Agilent's worldwide support organization and other reference materials.

### 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.

### 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.

## 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 seven 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 the Agreement, 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.

## Warranty

Agilent warrants that Services will substantially conform to this Exhibit when delivered.

## Disclaimer

In addition to the Disclaimer contained in the Agilent Terms of Service, Agilent disclaims responsibility for performance of non-Agilent hardware or software purchased from a third party for use with the system.

## Performance and acceptance

Acceptance occurs upon performance of the Services, unless otherwise agreed by the parties in writing. Service may be performed over multiple days, which need not be consecutive. For Services that are provided over the phone, by internet, or by other remote means, Agilent will confirm delivery of the Services through an electronic completion notification. Remote Services are deemed accepted 48 hours after issuance of notification.

## Cancellation and Rescheduling

### Right to reschedule

Either party may reschedule or cancel Services by providing the Required Notice.

### Required notice

Required Notice is a minimum of 10 working days prior to the scheduled start date of the Service. Notice is considered given when received by the other Party. Notice given after 5 pm Pacific Time 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.

**Rescheduling**

Agilent shall use reasonable commercial efforts to reschedule the Services as soon as practicable, but in no event more than six 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 for Services, unless the Required Notice was not provided, or if Agilent offers a reschedule date and the Customer declines. In such case, Agilent will be deemed to have provided the Services.

**Cancellation fees**

If Required Notice is not received and/or the Customer Responsibility conditions are not met, the following Cancellation Fees shall apply:

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

**Termination for breach**

The Services may be terminated immediately upon notice in writing by either party if the other party is in material breach of the Agreement, including the terms of this Service Exhibit, the Software license terms, and any written agreement between the Parties, and fails to remedy such breach within five working days of receipt of a written notice by the other party. In the event of the Customer's material breach, 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.

[www.agilent.com/chem](http://www.agilent.com/chem)

This information is subject to change without notice.

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