Exhibit 22X

Repair Service/Extended Warranty

Agilent CrossLab
From Insight to Outcome

Agilent Technologies Repair Service/Extended Warranty and Agilent CrossLab Service Plans are governed by this Exhibit and the Agilent Service Terms (E16S).

Repair Service/Extended Warranty, and Agilent CrossLab Service Plans

Repair Service/Extended Warranty and Agilent CrossLab Service Plans include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent on supported products.

Repair Service/Extended Warranty (R-28D). Repair Service/Extended Warranty provides warranty-level service coverage on supported instruments. Services include Telephone Support to Isolate and Resolve Hardware Problems, and Onsite Hardware Troubleshooting and Repair with Priority 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.

Enhanced Extended Warranty (R41A). Contractual service commences the day after completion of the factory warranty. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and Onsite Hardware Troubleshooting and Repair with Priority Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included is one Agilent CrossLab Preventive Maintenance visit.

Enhanced Extended Warranty – Government/Academia (R41C). The Enhanced Extended Warranty – Government/Academia service plan is only available to Government and Academia customers. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and Onsite 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 is one Agilent CrossLab Preventive Maintenance visit.

Agilent CrossLab Bronze (R-28C). Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems and Onsite Hardware Troubleshooting and Repair with Priority Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included.

Agilent CrossLab Bronze Germany (R-42D). The Agilent CrossLab Bronze Germany service plan is only available to Customers in Germany. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems and Onsite Hardware Troubleshooting and Repair with Priority Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair. Additionally included is one Agilent CrossLab Health Check Call.

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Agilent CrossLab Bronze – Government/Academia (R-29C). The Agilent CrossLab Bronze – Government/Academia service plan is only available to Government and Academia customers. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems and Onsite Hardware Troubleshooting and Repair with Standard Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included.

Agilent CrossLab Silver – Government/Academia (R-29S). The Agilent CrossLab Silver – Government/Academia service plan is only available to Government and Academia customers. 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 Agilent CrossLab Preventive Maintenance, and upon availability, Agilent Remote Advisor is also included. Agilent reserves the right to substitute Service Center Repair for On-site service as deemed necessary.

Agilent CrossLab Bronze Germany – Government/Academia (R-42F). The Agilent CrossLab Bronze – Government/Academia service plan is only available to Government and Academia customers. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems and Onsite 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 is one Agilent CrossLab Health Check Call.

Agilent reserves the right to substitute Service Center Repair for Onsite service as deemed necessary.

Agilent CrossLab Silver (R-28R). Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and Onsite Hardware Troubleshooting and Repair with Priority Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included is one Agilent CrossLab Preventive Maintenance visit.

Agilent CrossLab Silver with Interim PM (R-29K). Available only for selected instruments, this service provides the same deliverables as CrossLab Silver (R-28R), plus one Interim Preventive Maintenance.

Agilent CrossLab Silver Plus (R-38R). This service is available for select LC and LC/MS instruments, and includes the Deuterium Lamp Replacement benefit. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and Onsite Hardware Troubleshooting and Repair with Priority Response Time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included is one Preventive Maintenance visit including the replacement of the Deuterium lamp.

Agilent CrossLab Silver with OQ (R-28U). Services include services described in the Agilent CrossLab Silver (R-28R) section, and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass.

Agilent CrossLab Silver with OQ and RQ (R-28V). Services include services described in the Agilent CrossLab Silver (R-28R) section and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ), which allows for unlimited re-qualifications after a repair within the contract period.

Agilent CrossLab Silver Plus with OQ (R-38U). Services include services described in the Agilent CrossLab Silver Plus (R-38R) section, and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass.

Agilent CrossLab Silver Plus with OQ and RQ (R-38V). Services include services described in the Agilent CrossLab Silver Plus (R-38R) section and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ), which allows for unlimited re-qualifications after a repair within the contract period.

Agilent CrossLab Silver with Software (R-28W). Services include services described in the Agilent CrossLab Silver (R-28R) section, and workstation Software Media Updates.

Agilent CrossLab Gold (R-18E). Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and Onsite Hardware Troubleshooting and Repair with Next Business Day Response Time, where available. All labor, travel costs, service parts, including Consumable Parts Required for Repair, are included. Additionally included is one Preventive Maintenance visit. Also included are an assigned account manager with quarterly review meetings and an Onsite cache of commonly needed parts.

Agilent CrossLab Gold with Interim PM (R-18B). Available only for selected instruments, this service provides the same deliverables as CrossLab Gold (R-18E), plus one Interim Preventive Maintenance.

Agilent CrossLab Gold with OQ (R-18H). Service includes services defined in the Agilent CrossLab Gold (R-18E) above, and one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass.

Agilent CrossLab Gold with OQ and RQ (R-18J). Services include services described in the Agilent CrossLab Gold (R-18E) section, and only one Agilent CrossLab Operational Qualification (OQ/PV) event, which is guaranteed to pass, and Agilent CrossLab Repair Qualification (RQ), which allows for unlimited re-qualifications after a repair within the contract period.

Module Repair (R-28X). Service coverage for individual module only. Service includes Telephone Support to Isolate and Resolve Hardware Problems, and Onsite Hardware Troubleshooting and Repair with Priority Response Time according to the defined warranty repair policy for the specific hardware system or module. All labor, travel costs, and repair service parts are included. Certain systems or hardware components may require return to Agilent services at an Agilent Service Center Repair.

Repair Service/Extended Warranty Mass Spec Only (R-29D). Service includes services described in the Repair Service/Extended Warranty section for the Mass Spec component of supported GC/MS or LC/MS systems. No service is performed on the front-end components.

Agilent CrossLab Bronze Mass Spec Only (R-29B). Services include services described in the Agilent CrossLab Bronze (R-28C) section for the Mass Spec component of supported GC/MS or LC/MS systems. No service is performed on the front-end components.

Agilent CrossLab Bronze Germany Mass Spec Only (R-42E). Services include services described in the Agilent CrossLab Bronze (R-28C) section for the Mass Spec component of supported GC/MS or LC/MS systems. No service is performed on the front-end components. Additionally included is one Agilent CrossLab Health Check Call.

Agilent CrossLab Repair and Maintenance – Government/Academia (R-29R). The Agilent CrossLab Repair and Maintenance – Government/Academia Service plan is only available to Government (Country/State/ Local) and Academia (College/University) customers. Service includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Onsite Hardware Troubleshooting, and Repair with Standard Response Time. All labor and travel costs are included. Parts and Consumables required for repair are not included, and must be purchased from Agilent. Only one Agilent CrossLab Preventive Maintenance visit is included.

Agilent CrossLab Silver with Functional Verification (R-26X). Services include services described in the Agilent CrossLab Silver (R-28R) section, and one Agilent CrossLab Functional Verification testing event within the contract period. Only one Agilent CrossLab Preventive Maintenance visit is included.

Agilent CrossLab Remote Plus (R-28M). Agilent will provide access to technical phone support and virtual assistance to diagnose the issue and identify solutions needed in an effort to return the instrument to operating status. This service offers extended technical phone support, including additional time spent troubleshooting, beyond complimentary support. If an issue is unable to be resolved by virtual assistance, the customer can purchase an On Demand Service and/or Service Repair Parts at a discount. On Demand Services are subject to additional terms and conditions contained in the "On Demand Repair Service Exhibit".

Agilent CrossLab Service Plans with Learning Services

Agilent CrossLab Silver with Onsite Training (R-37A). Services include services described in the Agilent CrossLab Silver (R-28R) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver with Application Support (R-37B). Services include services described in the Agilent CrossLab Silver (R-28R) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with Onsite Training (R-37G). Services include services described in the Agilent CrossLab Silver Plus (R-38R) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with Application Support (R-37H). Services include services described in the Agilent CrossLab Silver Plus (R-38R) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Agilent CrossLab Silver with OQ and Onsite Training (R-37C). Services include services described in the Agilent CrossLab Silver with OQ (R-28U) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver with OQ and Application Support (R-37D). Services include services described in the Agilent CrossLab Silver with OQ (R-28U) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with OQ and Onsite Training (R-37J). Services include services described in the Agilent CrossLab Silver Plus with OQ (R-38U) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with OQ and Application Support (R-37K). Services include services described in the CrossLab Silver Plus with OQ (R-38U) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Agilent CrossLab Silver with OQ, RQ, and Onsite Training (R-37E). Services include services described in the Agilent CrossLab Silver with OQ and RQ (R-28V) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver with OQ, RQ, and Application Support (R-37F). Services include services described in the Agilent CrossLab Silver with OQ and RQ (R-28V) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with OQ, RQ, and Onsite Training (R-37L). Services include services described in the Agilent CrossLab Silver Plus with OQ and RQ (R-38V) section, and Agilent CrossLab Onsite Training to be delivered over two consecutive business days.

Agilent CrossLab Silver Plus with OQ, RQ, and Application Support (R-37M). Services include services described in the Agilent CrossLab Silver Plus with OQ and RQ (R-38V) section, and Agilent CrossLab Application Support to be delivered over two consecutive business days.

Service prerequisites

Service prerequisites for Agilent CrossLab Service Plans 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 the 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.

Service prerequisites for Qualification Services

Preventive Maintenance. A preventive maintenance procedure, when recommended by the manufacturer, may be performed prior to qualification services at the customer's expense unless otherwise covered by the service agreement.

Service prerequisites for Software Support Services General

Agilent provides telephone support only for software that the Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for the current software version, and as for the last previous version, for a minimum of one (1) year from the date of last availability. Software support is not available for any software that has reached end-of-support. If support coverage lapses, additional fees may apply.

Designated Callers. The 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.

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

Diagnostic and Maintenance Software. The Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on the Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, the 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.

Customer responsibilities

Customer Responsibilities for All Repair Service/Extended Warranty and Agilent CrossLab Service Plans

Operating and Maintenance Procedures. The Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine scheduled and operational maintenance associated with the instrument including the purchase of required consumable materials. The Customer shall be responsible for all service and parts required due to failure to perform these procedures.

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

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

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

Locked Cabinet or Room (Agilent CrossLab Gold service). The Customer must provide a locked cabinet or room for the Onsite parts cache. The parts remain Agilent-owned until consumed by the customer. The Customer will not remove parts from the cache without prior consent from Agilent.

Customer Responsibilities for Service Center Services

Compliance with Agilent Process. The Customer must follow the standard Agilent process for calling, reporting, and qualifying hardware problems. The pertinent Instrument information must be provided.

EHS Form. The 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 the Customer's laboratory.

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

Customer Responsibilities for Mass Spectrometer Maintenance and Ion Source Cleaning Services

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

Customer Responsibilities for Qualification Services, Onsite Training, and Application support

Rescheduled Services. The Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification, onsite training, or application support service.

Business Decisions. Business decisions or actions taken by the Customer as a result of any qualification service procedure are the responsibility of the Customer.

Proprietary Information. Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

Customer Responsibilities for Health Check

The Customer must have the ability (time, knowledge of instrument operation, etc.) to participate in the review of the health and performance activities outlined in the supporting checklist.

Service limitations

The Following Limitations Apply to All Repair Service, and Agilent CrossLab Service Plans.

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only, and is subject to local availability. These Agilent products must have been purchased as new products by the Customer from Agilent or a reseller authorized by Agilent to sell these products.

Coverage of Agilent products procured from sources other than those above, or purchased used items, may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at the Customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment if defects are discovered during the inspection. All services in this exhibit 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.

Any service not covered by the contractual service ordered, including but not limited to software support, 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.

Service Availability. Coverage hours will be Agilent's normal business hours (8:00 a.m. to 5:00 p.m. local time), Monday through Friday, excluding local holidays.

Maximum Use Limitation. Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. The Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service, and invoiced separately.

Obsolete Instruments. Agilent standard services do not cover instruments or products that are beyond their specified support period.

End-of-Guaranteed-Support. Service coverage under this Exhibit (including multi-year agreements) for any main analytical component, such as a mainframe or subordinate components such as a detector, will automatically convert to Agilent CrossLab Extended Service coverage when the component reaches its End-of-Guaranteed-Support. In cases where Agilent CrossLab Extended Service is not available, the service coverage for that main analytical component or subordinate component will cease. Price uplifts may apply. Agilent CrossLab Extended Service options are described in a separate service Exhibit 22L. Agilent CrossLab Extended Service applies only to Agilent instruments.

Contamination and Corrosion. Services for parts and instruments that become contaminated when operated in hazardous environments, or are difficult to service, including requiring more than typical parts replacement, will be subject to additional charges. The Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

Consumables, Supplies, and Parts. Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.

Service Term and Transferability. Service is only valid during the coverage period stated in the Service Agreement and will expire if unused and not cancelled during the coverage period. Only the instrument designated at the time of purchasing a Service Agreement is entitled to receive the Services. If an instrument covered by a Service Agreement is transferred or sold, the Customer shall notify Agilent and provide requested documentation. Assignment of the Service Agreement is subject to Agilent's written consent.

Application Software Support. Agilent provides remote support for two 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 Onsite services, and subject to additional charges.

Agilent Informatics Software Support. Support for Agilent Informatics software, including but not limited to Agilent OpenLab CDS client/server installations, Agilent OpenLab ECM, and Agilent OpenLab ELN, is not included. Support coverage for Agilent Informatics software may be purchased separately.

Software Updates. Software updates or upgrades are not specifically provided under any Agilent CrossLab service plan. Contractual software update services may be purchased at additional charge for eligible Agilent instruments.

Support for Agilent-Provided PC Hardware and Peripherals. Agilent Repair Service/Extended Warranty and Agilent CrossLab Service Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within three years of instrument purchase. Agilent reserves the right to repair or replace a non-functioning PC or monitor under coverage with a model of equal or greater specification at Agilent's discretion. Printers and other peripherals are specifically excluded from all service coverage described above.

Service for Medical Devices. For Agilent instruments that are medical devices, service may include additional steps for verification.

Cancellation or deletion

Upon sixty (60) days prior written notice, the Customer may delete a Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to return-to-bench support, Onsite support, response center support, and application and technical assistance. The Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. The Customer will 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. The Customer may not cancel a portion of or an individual Service offered under a Service Agreement.

Scheduled service agreements may include preventive maintenance, operational qualification, onsite training, and/or application support which are sold either up-front with instrument or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multiyear agreement. This also applies to scheduled services included as part of a contract bundle (for example, Agilent CrossLab Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

Cancellation of Scheduled Learning Services

The Customer may cancel the scheduled Learning Services by providing at least 10 business days' prior written notice before the scheduled date. If the Customer does not provide such advanced notice, the Customer will not be able to cancel the scheduled Learning Services, and the entitlement to the scheduled Learning Services will be deemed forfeited. For avoidance of doubt, there will be no refund on prepaid Learning Services.

If the Customer requests to reschedule by providing a written notification as indicated above, Agilent shall use reasonable commercial efforts to reschedule the learning services during the duration of the period which the contract is effective.

Definitions

Agilent CrossLab Application Support means a coordinated, single-visit, service delivered over two consecutive business days at the customer-site providing one-on-one support from an Agilent Application Scientist. Service is limited to four participants during the engagement. Focus areas may include method troubleshooting, application-related inquiries, or method transfer. Delivered on a best-effort basis within the allotted time; outcomes are not guaranteed. Travel to the Customer's site once during the coverage period is included.

Agilent CrossLab Health Check Call means a service that includes an annual customer call during the contract period to discuss the instrument system's health and performance according to a predefined checklist.

Agilent CrossLab Onsite Training means a coordinated, single-visit, training delivered over two consecutive business days at the customer-site by an Agilent appointed instructor. Up to 4 students may attend, with digital manuals, and a tailored agenda. Travel to the Customer's site once during the coverage period is included.

Agilent CrossLab Operational Qualification means a service that determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent CrossLab Operational Qualification (OQ) procedures and methodology. This service is compatible with all Agilent instruments and selected non-Agilent products. This service is provided annually.

Agilent CrossLab Preventive Maintenance means a service that includes 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 the 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.

Agilent CrossLab Repair Qualification means a service that uses Agilent CrossLab 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.

All Repair Service/Extended Warranty and Agilent CrossLab Service Plans means Telephone Support to Isolate and Resolve Hardware and Software Problems, which Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware problems. If software phone support is provided, the definition 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.

Agilent CrossLab Silver Plus means Agilent CrossLab Preventive Maintenance service that includes a deuterium lamp benefit, provided at the time of the Agilent CrossLab Preventive Maintenance visit.

Consumable Parts Required for Repair means certain supplies and consumable parts required for repairing or diagnosing an instrument that fails as a result of material defects or workmanship, which are provided with a Service when included in the Service plan. The quantity of such consumable parts at the time of delivering a Service is limited to the amount necessary to return the instrument to operation.

Attention

Except as provided in this definition of Consumable Parts Required for Repair and the lamp replacement benefit contained in Agilent CrossLab Silver Plus, consumables required for the routine maintenance and operation of the instrument are not included as part of any Service plan.

For additional information:
www.agilent.com/chem/svcconsumables

Deuterium Lamp Replacement means Agilent CrossLab Silver Plus plans that include one (1) deuterium lamp during the 12-month period of the agreement. Onsite replacement of this lamp by an Agilent engineer will occur during the included Preventive Maintenance (PM) visit. If the lamp does not require replacement at the time of the PM visit, the customer may contact Agilent any time during the agreement coverage and request a lamp be shipped to them at no charge. If the lamp is not requested during the agreement period, no credit will be given or passed along to future agreements.

Agilent labor and travel to install the lamp outside of the Preventive Maintenance visit is not included in the agreement.

Learning Services means services comprised of either onsite training or application support as described in this Exhibit.

Onsite Hardware Troubleshooting and Repair means a service that 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 which case, Agilent will pause the repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that the Customer must follow while a permanent solution is developed.

Overtime Service means a support service that is delivered outside or extending beyond normal business hours of 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except local holidays (may vary by country).

Response Time means Agilent's response time that is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at the Customer's site. Priority Response Time varies depending on the distance from an Agilent office. The travel zone distance varies by country.

Service Center Repair means a service that 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.

Note: Certain Agilent systems may contain technology or hardware modules that require Agilent Service Center Repair. These systems are not subject to Onsite support.

Software Media Updates means software updates and documentation that may be, at Agilent's discretion, delivered automatically to the 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 CrossLab Silver with Software service includes Software Media Updates.

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This information is subject to change without notice.

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