



Agilent Life Sciences and Chemical Analysis Support Services: X-Ray Diffraction (XRD) Service Plans

Exhibit 22G

Agilent Technologies' Life Sciences and Chemical Analysis Research Products Service Plans are governed by this Exhibit and the Agilent Service Terms.

Agilent Advantage Silver XRD with Software and Agilent Advantage Preventive Maintenance.

Services. Agilent Advantage Silver XRD and Agilent Advantage Preventive Maintenance include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent:

Agilent Advantage Silver XRD with Software (R-25R). Service coverage is provided for the source (excluding the X-Ray tube), CCD detector, goniometer and system electronics. Coverage is also provided for all Agilent-manufactured chiller units and components. If present, coverage for Agilent supplied cryogenic and/or heating devices is available at an additional cost.

The X-Ray tube is not covered for failure due to normal operation usage.

This Agilent Advantage plan includes Telephone Support to Isolate and Resolve Hardware and Software Problems, Dedicated E-mail Support Line, Service Center Repair or Exchange as applicable and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, Service Parts and Software Updates for licensed [CrysAlis](#) and AutoChem software are included.

This service plan also provides one Preventive Maintenance visit. Travel within the specified travel zone is included.

Preventive Maintenance Research Services (R-25L). Services include cleaning, adjusting, lubricating, inspecting or testing system procedures as defined by Agilent Preventive Maintenance checklists. Consumable items identified in the PM checklist are included. For XRD systems, a PM visit typically encompasses two days.

In addition to standard PM services, Agilent will install customer purchased X-Ray tubes if available at the time of the PM visit.

XRD support contracts that include coverage for Agilent supplied cryogenic systems, additional activities are typically performed during a PM visit. Agilent checklists listing the cryogenic specific PM activities are available.



Service Definitions

Telephone 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 associated with specific released version.

Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system and does not provide bug fixes, customizations, or code modifications. Excludes add-on software or user libraries not developed by Agilent.

Dedicated E-mail Support Line. Agilent provides a dedicated e-mail support line for X-Ray diffraction customers with a support contract. Each service query will be acknowledged within one working day.

Onsite Hardware 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. Unless otherwise specified, all service parts needed are included. Replaced parts become the property of Agilent. The repair may consist of temporary procedures that Customer must follow while a permanent solution is developed. Agilent reserves the right to forward certain components to an Agilent Service Center for repair.

Service Center Repair. Includes the diagnosis and correction of product malfunctions and failures at the appropriate Agilent Service Center.

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. Inclusion of labor, parts and materials is defined by the specific service plan. Replaced parts become the property of Agilent.

Preventive Maintenance. Includes a single visit within the coverage period to perform cleaning, adjustment, lubrication, inspection or testing system procedures.

Preventive Maintenance is performed according to Agilent recommended procedures upon a mutually agreed schedule, typically at the midpoint of the term of the agreement. Instrument-specific maintenance procedure checklists are available from Agilent upon request.

Agilent may also perform routine operational maintenance procedures at its discretion. Labor required to perform Agilent's preventive maintenance procedures as well as travel within the specified travel zone is included.

Should an instrument failure be identified during a Preventive Maintenance visit, the repair will be performed if: 1. It is covered by existing repair contracts or 2. Time and materials service is authorized by the Customer.

Overtime Service. Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00 am to 17:00 pm local time Monday through Friday except local holidays (may vary by country).

Response Time. *On-site response time* is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at Customer's site. Response time varies

depending on the distance from an Agilent office or required resource. The travel zone distance varies by country.

Telephone response time is measured in hours from the time the service request is received to the time a support representative is able to troubleshoot with the customer. Agilent will respond to telephone service requests within four hours of initial customer contact. On-site response time, if needed, varies by country and distance from Agilent office or required resource. Please contact your local Agilent representative for more information. In-stock repair parts will be available from Agilent within two business days.

Software Updates and Upgrades.

Software Updates provide bug fixes and minor software enhancements.

Software Updates for CrysAlis and AutoChem software used with the covered instrument are included. At Agilent's discretion, Software Updates, and documentation may be delivered automatically to Customer's site or provided via website portals, where available.

Software Upgrades. Software Upgrades are new versions that typically contain significant new functionality. Software Upgrades are purchased separately.

Installation of Software Updates or the optional Software Upgrades are not included in these service offerings but are available at an additional cost.

Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software.

Software Materials Recipient. Customer must identify a recipient for software updates and other written materials for each system covered by the service.

Service Prerequisites

Applicable for Agilent Advantage 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 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.

Exclusivity. Only select X-Ray diffraction instruments that have been sold directly to the final end user by Agilent, Varian Inc., Oxford Diffraction or Agents/Distributors authorized to sell these products are covered. Moreover, only Agilent-authorized service professionals are permitted to perform repair and preventive maintenance service procedures to those instruments that are covered under the agreement. Only genuine Agilent replacement parts can be used to complete repairs.

Applicable for Software Support Services:

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.

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.

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.

Diagnostic and Maintenance Software. Customer will 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. If the Customer elects not to allow the installation of such diagnostic and maintenance programs, support fees may be increased to cover the resulting requirement for incremental on-site diagnostic visits.

Customer Responsibilities

Applicable for Agilent Advantage Service Plans:

Environmental Systems, Operating and Maintenance Procedures. Customer must follow the operating and maintenance procedures specified in the applicable Agilent documentation. These include delivery of sufficient cooling liquids, adequate power capacity and the performance of routine operational maintenance and other routine maintenance associated with the operation of an Agilent instrument.

Environmental conditions such as temperature and humidity must be maintained within limits defined in the Agilent documentation.

Customer shall be responsible for all service and parts required due to failure of the external environmental systems, coolant or power supplies or the failure to perform the required maintenance procedures.

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

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.

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.

Parts Return. Customers must promptly return all parts sent to them to troubleshoot or affect repairs on covered instruments. Parts that are not returned within ten days of delivery will be invoiced at full list price. Replaced parts become the property of Agilent.

Software & Operating System Backups. Customer is responsible for maintaining a backup of their entire operating system, data files, method files and applications. The Customer is also responsible for restoring the system from this backup in the event of a hardware or software failure or event that causes data loss.

Software Copyright and Trademark Notices. Customer must reproduce and conspicuously affix copyright and trademark notices from the original software on each copy of an update that Customer makes for backup and record retention.

Applicable for Service Center Services:

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.

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.

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

Safety Training. It is the Customer's responsibility to ensure that the personnel who service the instrumentation at its site are qualified to perform repairs that involve X-Ray emissions and high voltage equipment. They should be fully aware of safe working habits and conditions

with these types of instrumentation. It is the Customer's responsibility that employees who are servicing Agilent instruments have completed all training, certification or other requirements needed to satisfy government regulations and to maintain safe work practices.

Proper Tools. Employees servicing Agilent instruments must have available the tools necessary to complete basic electromechanical repairs. Failure to have these tools available may significantly limit the level of troubleshooting and repair possible. This includes items such as electrical/flow meters, screwdrivers, wrenches and other basic electromechanical tools as well as an ESD wristband or other ESD protection.

Service Limitations

The following limitations apply to all Research Product Service Plans

Product Eligibility. Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent components only and is subject to local availability or restrictions. 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 as '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. The customer is also responsible for Time and Materials charges to repair such used equipment should defects be discovered during the inspection.

Any service activity not covered by the contractual service ordered, including but not limited to on-site 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.

Coverage Limitations for Specific Components. Only complete failures of the CCD chip will qualify for replacement under this contract. Column and/or pixel defects will be considered general wear and tear of this component and will be dealt with using industry standard masking technologies.

Any degradation in performance of the multi-layer optics due to natural oxidation is considered normal wear and tear and is not covered. Damage to the optics due to operator or Customer programming errors is not covered. Each system has a built in failure safe function to ensure that the optics are not exposed to X-rays without helium gas or vacuum present. Should the failure of a covered component result in the very rare scenario where the optics are exposed to X-rays without the protection of vacuum or helium gas, the optics will be covered.

Fine-focus sealed X-Ray tubes are considered a consumable item, warranted for 2,000 hours.

Micro-focus tubes are sold with a 1 year warranty as standard. Extended warranty can be purchased to cover micro-focus X-Ray tubes for up to 3 years, but this must be explicitly mentioned in the purchase agreement.

3rd Party Items. Unless coverage is explicitly added to purchase or support agreements at an additional cost, maintenance and repair of 3rd party items such as chillers, UPS systems, etc. is not included in these offerings.

Cooling and Environmental System

Requirements. Damage caused by external power interruptions, external coolant failures as well as temperature, humidity or pressure changes outside of the instrument's specification or external power interruptions are not covered.

Damage caused by the failure to perform the required maintenance procedures is also not covered.

Service Availability. Coverage hours will be Agilent's normal business hours (8:00 am to 17:00 pm local time), Monday through Friday, excluding local holidays. (May vary by country)

Travel Zones. The standard service price 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. Country specific travel zones will take precedence over these values.

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. 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. Any repairs performed on these items are done on a 'best commercial effort', Time and Materials basis.

End-of-Guaranteed-Support. Support agreements for Agilent manufactured XRD instruments are generally available for at least 7 years after date of original purchase or the end of production, whichever is longer. The end of this period defines the End-of-Guaranteed-Support. For systems where the main analytical component, called the parent module, or subordinate components, called child modules, reach End-of-Guaranteed-Support, Agilent Asset Maximization service coverage and price uplifts may apply. Agilent Asset Maximization service options are described in a separate service exhibit 22L.

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. Agilent reserves the right to refuse service for certain contaminants, biohazards and radioactive exposures. 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.

Software Support Delivery. Telephone and media update services do not include on-site services. Additional charges may apply if on-site software support services are required.

Data Recovery. Data recovery services are not included as part of these services, regardless of the cause of the data loss. Customers requesting Agilent to deliver data recovery services will be charged at Agilent's Professional Services Organization standard service rates. Customer is responsible for maintaining a backup of their entire operating system, data files, method files and applications. Customer is responsible for restoring the system from this backup in the event of a hardware or software failure or event that causes data loss.

General Software Exclusions. Agilent support does not include assistance that involves program development, coding, and isolation of coding problems, implementation assistance, and data recovery regardless of the cause of data loss or consulting. In addition, Agilent support does not cover any damage or failure caused by improper use, lack of routine maintenance on the computer systems, out of specification operation, neglect, fire or water damage, work or modification by customer or inability of any non-Agilent products in customer's environment to correctly process, provide or receive data and to properly exchange data with the products supplied by Agilent.

In the event that the system becomes non-functional because the customer substantially modified the operationally functional Agilent-installed system, without prior agreement and/or guidance from Agilent, Agilent may treat these customer modifications as Custom Support.

Repair Services Scope. During covered service visits, Agilent activities are limited to repairing the instrument per Agilent standards. Assistance with customer specific macros, methods or other customizations will be billed at standard travel and labor rates.

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.

Support for Agilent-Provided PC Hardware and Peripherals. Agilent Repair Service/Extended Warranty and Advantage Service Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within five years of instrument purchase. A complete list of PCs eligible for coverage under these plans can be found at www.agilent.com/chem/pcsupport.

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.

Cancellation or Deletion

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to, return to bench support, on-site support, response center support, application and technical assistance and software updates. 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. 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. Customer may not cancel a portion of or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front 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 multi-year agreement. This also applies to scheduled services included as part of a contract bundle (e.g. Advantage 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.

Technical information, service descriptions and entitlements in this document are subject to change without notice.

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