

Account [REDACTED]

8/13/2018 - 8/12/2019

Date: 6/7/2018

NORTH TEXAS, UNIVERSITY OF

JSM-7001F Service Level Agreement

NORTH TEXAS, UNIVERSITY OF
[REDACTED]

Contract Type:

PREMIER SERVICE CONTRACT

Coverage dates:

8/13/2018 to 8/12/2019

Valid until:

8/13/2018

Service contract questions:

[REDACTED]

Service requests:

[REDACTED]



JEOL USA, Inc.
11 Dearborn Road
Peabody, MA 01960
Tel: 978-535-5900
Fax: 978-536-2314
www.jeolusa.com



Please submit your purchase order and signed service level agreement to:
 PO.SLA@JEOL.COM

SLA: 2642 Version: 1
 8/13/2018 - 8/12/2019
 NORTH TEXAS, UNIVERSITY OF
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Addendum attached hereto and incorporated herein for all purposes.

Covered Items

Model	Description	Annual List Price	Term Net Price
JU2009097	JSM-7001F FIELD EMISSION SCAN ELECT MICRO SN: SM18560094	\$34,491.20	\$33,456.46
P13228B	JUS-FEGBB,BATTERY BACKUP - 96621 SN: 0135	\$510.76	\$495.44
JU2009154	WATER CHILLER,AIR COOLED,RO33AHN2R2SK1(FESEM) SN: HB21043	\$712.50	\$691.13
JU2009415	TMP340M MAG TURBO PUMP ISO100 (07-T001-165) 85580	\$3,069.82	\$2,977.73
JU2010505	AMT BEAM BLANKER (DEBEN) FOR JSM-7000F(PCD3)	\$3,699.00	\$3,588.00
System Total Price (USD):		\$42,483.28	\$41,208.76

This service level agreement covers only items listed in the Covered Items table. If you have a question about a particular or missing item please contact the Service Contract Administrator for clarification.

Please return a signed copy of this SLA with your purchase order. Signature acknowledges agreement to all terms, conditions and restrictions contained herein and constitutes a written agreement, superseding all terms and conditions in the purchase order.

Customer Signature:
 DocuSigned by:
 [Redacted Signature]
 6/19/2018
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JEOL Representative Signature:
 DocuSigned by:
 [Redacted Signature]
 6/21/2018
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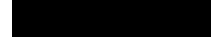
JEOL USA Inc. is an Affirmative Action/EEO Employer.

This quote contains confidential pricing and coverage information for the use of the Client.

Distribution or disclosure to others is prohibited.



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Benefits:

- Dedicated account manager
- Factory trained engineers
- Telephone support
- Call history tracking
- Unlimited emergency visits
- Service quality guarantee
- Up to two preventive maintenance visits
- Repair parts included
- Average response time of one working day
- Apertures and scintillators included
- 20% discount on parts purchased from our parts department

Discounts Applied:

- CHECK, WIRE OR ACH (-3.00%)

Applicable terms and conditions:

[PREMIER EO TERMS AND CONDITIONS US V3 2018](#)

JEOL Terms and Conditions Web Site:

<http://www.jeolusa.com/SERVICE-SUPPORT/Terms-and-Conditions>

Billing Schedule - Annually in Advance, 1 payment			
Coverage Start	Coverage End	Invoice Date	Amount
08/13/2018	08/12/2019	08/13/2018	\$41,208.76

JEOL USA, INC. PREMIER SERVICE AGREEMENT TERMS AND CONDITIONS

JEOL's normal business hours are 8:30AM to 5:00PM, Monday through Friday excluding JEOL's scheduled holidays.

- 1. COVERAGE/EXCLUSIONS** – The Main unit, accessories and components listed on the JEOL Service Agreement (**JSA**) are covered under these terms and exclusions below. The **JSA** specifically excludes coverage on a) components, accessories and parts damaged through abuse, misuse or accident by the Customer; b) components, accessories and parts modified by the Customer without JEOL's prior written approval; c) damage caused by Customer's modification; d) damage or failure caused by operator error; and e) contamination or damage caused by a sample or liquid/gas holder.
- 2. PREVENTIVE MAINTENANCE** – JEOL agrees to provide up to two preventive maintenance (PM) visits per year, said visit shall include work JEOL deems necessary to assure long-term performance and reliability. Malfunctioning systems will receive corrective service at this time. Replacement of components/parts are at JEOL's discretion.
- 3. EMERGENCY SERVICE** – Whenever the instrument becomes inoperable or does not perform to specifications due to a failure associated with the instrument, a factory certified JEOL engineer will make the appropriate repairs during JEOL's regularly scheduled business hours.
- 4. PARTS REPLACEMENT** – As determined by JEOL, all defective items covered by the **JSA**, shall be replaced. The following items are **excluded**: filaments, x-ray crystals, fluorescent screens, detectors, camera film boxes, burnt CRTs, Wehnelt assemblies, consumables, specimen exchange tools, and specimen holders not listed on the **JSA**. Emitter exchange coverage is included on all FEG instruments. JEOL reserves the right to use refurbished and/or rebuilt parts at its sole discretion. Said parts are warranted under paragraph 7 below. All defective parts replaced by JEOL shall become the property of JEOL. It is the customer's sole responsibility to ensure that all parts returned to JEOL are shipped in compliance with all applicable laws.
- 5. AGREEMENT ELIGIBILITY** – An instrument is eligible for a **JSA** following either the expiration of a warranty or of a previous **JSA** with no lapse in coverage. Eligibility after a lapse in coverage requires an inspection and certification by a factory certified JEOL engineer.
- 6. DISCOUNTS** – Premier **JSA** includes a 20% discount for parts purchased through the parts department. Discounts for multiple instrument and multiyear **JSA**s are also offered. Contact JEOL service for information and qualification.
- 7. WARRANTY** – Except for parts defined as exceptions in paragraph 4, all items covered by the **JSA**, are unconditionally warranted for the term of the **JSA**. If Customer elects not to renew or extend the terms of this agreement, a 30-Day Labor, 90-Day Parts Warranty, shall apply to repairs performed during the last 90 days of the term of this agreement.
- 8. LIMITATION OF LIABILITY** – JEOL is not obligated to perform repairs or provide services, the need for which arises out of abuse, misuse (accidental or otherwise), external causes, including but not limited to fire, flooding, explosions and acts of God. Damage to any equipment resulting from cooling water, supporting facilities, corrosive atmosphere, strikes, transportation delays, unavailability of replacement parts, delays by suppliers of services or materials, line voltage variations, and similar environmental problems are also excluded. UNDER NO CIRCUMSTANCES SHALL JEOL BE LIABLE FOR ANY DAMAGES RESULTING FROM THE LOSS OF USE OF JEOL PRODUCTS, INCLUDING WITHOUT

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LIMITATION, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE LOSSES, DAMAGES OR EXPENSES OR LOST PROFITS OR SAVINGS EVEN IF JEOL HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE, OR EVEN IF JEOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BOTH. WITH THE EXCEPTION OF LIABILITIES RESULTING FROM JEOL'S SOLE GROSS NEGLIGENCE, JEOL'S TOTAL LIABILITY HEREUNDER SHALL IN NO WAY EXCEED THE TOTAL PRICE OF THIS SERVICE AGREEMENT.

9. CHILLER COVERAGE –Chiller coverage excludes the “facility supplies to” or the “facility returns from” the chiller unit. Damage arising out of connecting hoses, water pressure, or other circumstances outside of JEOL USA, Inc.'s direct action or control is excluded. JEOL recommends customer install safeguards to monitor and protect against leakage. The Customer agrees to indemnify, defend and hold harmless JEOL USA, Inc. its officers, directors, employees, agents, licensors, suppliers and any third-party providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any damages as described.

10. CONFIDENTIAL DATA – If Customer requires any personal and/or confidential data, including but not limited to, social security numbers, health/medical records or any data that JEOL USA, Inc. has a legal duty to keep confidential, Customer represents, warrants and certifies that it will hold confidential data in the strictest of confidence and will not use or disclose said data except to the extent required by law or authorized by JEOL in writing. Said confidential data shall be safeguarded according to commercially reasonable standards and protected at the same level as Customers own confidential data.

11. INSURANCE – JEOL maintains insurance policies which have the following limitations; (a) Comprehensive general liability insurance with a limit of \$1,000,000 (one million) for each occurrence and \$2,000,000 (two million) in the aggregate. (b) Statutory Workers Compensation insurance. Copies of certificates are available upon request.

12. TERMS/PAYMENT SCHEDULE – Payment is due within 30 days from the start of the **JSA** or invoice. A 3% interest charge per month or the maximum permitted by state law, whichever is less, will be assessed on late payments. JEOL offers payment plans at an additional fee. Semi-Annual in Advance at 3.5%, Quarterly in Advance at 5.25%, Monthly at 7%, Quarterly in Arrears at 8.75%, Semi-Annual in Arrears at 10.5%. JEOL reserves the right to withhold service if customer fails to make payment as due or if customer has been delinquent in the past.

13. ACCEPTANCE This is JEOL's offer to sell at the prices and under the terms and conditions stated herein. Any type of counteroffer, including any and all terms and conditions contained in said counteroffer and/or PO, are hereby expressly rejected. JEOL USA, Inc. will only perform under the **JSA** based on JEOL's terms and conditions. The **JSA** specifically excludes any and all customer terms and conditions. **Customers terms and conditions will only be binding if accepted by JEOL.** Acceptance of JEOL's terms and conditions is demonstrated by signature, receipt of a valid purchase order, payment, or performance hereunder. ~~IT IS EXPRESSLY AGREED THAT THESE TERMS WILL SUPERSEDE AND TAKE PRIORITY OVER ANY ADDITIONAL OR INCONSISTENT TERMS AND CONDITION IN ANY PAST, EXISTING OR FUTURE PURCHASE ORDER, CONFIRMATION, OR OTHER SIMILAR AGREEMENT WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES.~~

JEOL USA, INC. PREMIER SERVICE AGREEMENT TERMS AND CONDITIONS

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excluding JEOL's scheduled holidays.**

14. CANCELLATION AND ASSIGNMENT – A **JSA** may be cancelled by either party by providing 30 days written notice. In the event of cancellation, JEOL will refund the prorated balance. **WORK PERFORMED OR PARTS PROVIDED DURING THE 30-DAY NOTICE IS AT THE SOLE DISCRETION OF JEOL.** JEOL Service Agreements are non-transferable.

15. TAXES – This Service Agreement is subject to all state and local taxes as defined by law. Taxes are not included in the **JSA**, but will be calculated based on coverage and invoiced to Customer.

16. SEVERABILITY - Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

17. SERVICE QUALITY GUARANTEE - JEOL USA, Inc. guarantees a minimum uptime of 90% for instruments covered at least 12 months and will provide a service credit of 75% of the daily rate for each day over 36 days (10%) that the instrument is down. An instrument will be deemed down when a manufacture defect or a failure occurs rendering the instrument inoperable and is verified by a certified JEOL engineer. Preventive maintenance and pre-scheduled repairs/modifications basis are excluded from downtime. A service credit can only be applied to a future service agreement.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: JEOL USA, Inc.
DocuSigned by:
By: [Redacted]
Name: [Redacted]
Title: [Redacted]
Date: 6/21/2018

UNIVERSITY OF NORTH TEXAS
DocuSigned by:
By: [Redacted]
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Date: 6/19/2018