



## AGREEMENT

QUOTED AGREEMENT #: 1-2810408491/4  
INVOICE TO: 39004

ATTN:

TEXAS A&M UNIVERSITY  
Elizabeth Hinton 979-412-3236 ehinton@cvm.  
tamu.edu (979) 412-3236  
6000 TAMU

DATE PRINTED:

05/07/2019

PO #:

\*\*\*PO REQD

PARTS PO #:

AGREEMENT TERM:

09/01/2019- 08/31/2020

BILLING FREQUENCY:

Annually

COLLEGE STATION, Texas, 77843

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation  
5960 Heisley Road  
Mentor OH 44060

ATTN: Service Contracts Administration Department

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-440-392-8932

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Agreement Comments: Year 1 of 3 (Price held for year 2, and 5% increase year 3) Please return signed agreement and PO. If you have any questions please contact Michael Gentile Michael\_Gentile@steris.com P 440-392-7154



## EQUIPMENT LISTING

QUOTED AGREEMENT #: 1-2810408491/4  
 EQUIPMENT ADDRESS: TEXAS A&M UNIVERSITY  
 6000 TAMU  
 COLLEGE STATION, Texas, 77843

Equipment Description	Serial #	Dept	Agreement/Product	Coverage Type	Annual Price	Total Line Price
VHP MD140X 208-230V SD/CABINET	030981303	Lg Animal CSS 107	SelectChoice Agreement	Comprehensive	\$ 12,163.50	\$ 12,163.50
Start Date 09/01/2019	End Date 08/31/2020	No. of Annual Inspections 4				

No. of Items to be Inspected: 1  
 Billing Frequency: Annually

First Year Price: \$ 12,163.50  
 Second Year Price: \$ 12,163.50  
 Third Year Price: \$ 12,771.68  
 \$  
 \$

The Service Coverage Description set forth in Attachment A and the Terms and Conditions, set forth in Attachment B shall apply to the provisions of services under this Agreement and are incorporated herein by reference.

Total Agreement Price: \$ 37,098.68

STERIS Agreement #: \_\_\_\_\_

UBSCRIBER

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: **ROBERT C. BOUNDS**  
 Date: \_\_\_\_\_  
 PO #: \_\_\_\_\_  
 DIRECTOR, PROCUREMENT SERVICES

20 AUG 2019

STERIS

By: \_\_\_\_\_  
 Name: *Derek Hays*  
 Title: *Inside Sales Supervisor*  
 Date: *8/20/19*



**ATTACHMENT A  
SERVICE COVERAGE DESCRIPTIONS**

1. Comprehensive (Platinum) Comprehensive service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts requested during unscheduled repair visits are not subject to the parts exclusions as outlined in Section 5(d).

STERIS Service Maintenance Coverage	Comprehensive
	Complete maintenance and repair package for those who want the simplest way to cover their investment
<b>EQUIPMENT MAINTENANCE</b>	
Meets OEM Recommended Maintenance & Safety Standards	●
Scheduled Maintenance Labor	●
Scheduled Maintenance Parts (Where applies)	●
Travel Charges	●
Repair Labor	●
Repair Parts	●
<b>CUSTOMER SUPPORT</b>	
Priority Technical Support 24/7	●
Customer Care Center	●
Place Service Request online at eService.com	●
Detailed Service Documentation	●

2. Priority Technical Support is also included in addition to Remote Monitoring if the covered equipment is capable and enabled with this technology. Subscriber can also use [eservice.steris.com](http://eservice.steris.com) to schedule and track service requests, and also purchase service parts.
3. Normal Working Hours - The Services for surgical equipment will be performed Monday through Friday, 8:00 A.M. to 8:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). The Services for infection prevention equipment will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Service not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth in Attachment A section 4(a).
4. Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.
- a. Overtime coverage options must be noted on the Equipment List and are as follows:
- | Option  | Equipment Type       | Hours                  | Description  |
|---------|----------------------|------------------------|--|
| PM Late | Infection prevention | M-F 5:00 PM – 12:00 AM | Provides scheduled PMs during the hours indicated, excludes holidays |
| PM Late | surgical             | M-F 8:00 PM – 12:00 AM | Provides scheduled PMs during the hours indicated, excludes holidays |
| PM 24x5 | Both                 | M-F 24 hrs             | Provides scheduled PMs during the hours indicated, excludes holidays |
| OT 24x7 | Both                 | 24x7                   | Provides unscheduled maintenance at any time, includes holidays      |
5. Priority Technical Support: Priority Technical Support service for STERIS equipment for the term of the Agreement to include, unlimited calls to the STERIS service hotline, calls related to STERIS equipment shall be placed ahead of calls related to equipment that is not registered for Priority Support coverage and STERIS shall route all calls to the appropriate Technical Support resource based on the equipment serial number.
6. 1<sup>st</sup> Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have for surgical equipment a Performance Check Service Option. Infection preventive equipment will have a 1<sup>st</sup> Year Preventive Maintenance Service Option. The Performance Check Service Option includes labor to perform a scheduled inspection in accordance with STERIS's then current Performance Checklist. The 1<sup>st</sup> Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then

- current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty. Priority Technical Support is also included, as well as access to service steris.com to schedule and track service requests, and also purchase service parts.
7. Block of Time: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS labor and travel.
  8. Block of Parts: Subscriber agrees to purchase an annual prepaid retainer for a specific value of STERIS parts.
  9. Additional Service Options: In addition to the Service Options set forth in paragraphs 1 – 5 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:
    - a. Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
    - b. Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.
10. Prices
- a. Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement.
  - b. Zone Charges (flat travel fee from STERIS primary technician's residence for unscheduled, billable work):
 

i.	Zone 1	0-161M	Prevailing Rate
ii.	Zone 2	162-402M	Prevailing Rate
iii.	Zone 3	403-803M	Prevailing Rate
iv.	Zone 4	>804M	Prevailing Rate

## Attachment B – STERIS Terms & Conditions

### 1. Terms and Conditions:

- a) The terms and conditions set forth in this Agreement ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this Agreement. The terms and conditions contained in or referenced by any purchase order or other document issued by Subscriber shall not take precedence over STERIS's Terms unless signed by an authorized representative of both STERIS and Subscriber. No course of dealing, custom or usage that is contrary to STERIS's Terms shall apply.
- b) STERIS reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements

### 2. Services:

- a) Subscriber has selected from the service options described in Attachment A (each a "Service Option") for each piece of equipment listed in this agreement (the "Equipment List"). The Service Options selected by Subscriber are referred to in this Agreement as the "Services". STERIS agrees to provide Subscriber with the Services according to the terms and conditions of this Agreement.

### 3. Service Parameters:

- a) STERIS will perform the Services according to the following parameters and in accordance with the Service Options selected by Subscriber
- b) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS equipment.
- c) Documentation - The parties agree to provide each other with the following documentation with respect to the Equipment:
  - An accurate inventory of the Equipment, the current form of which is included in this agreement (the "Equipment List").
  - Subject to the confidentiality obligations contained in Section 14 below, STERIS will provide Subscriber with copies of all field service corrective maintenance work orders related to the Equipment that is owned or operated by Subscriber.
- d) Normal Working Hours - The Services will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Services not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth on Attachment A.
- e) Response Time - STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8826: (i) initial phone contact with the Subscriber within four (4) hours and (ii) on-site service within 48 hours. All response times are in accordance with Section 3(c).
- f) ProConnect Response Center - STERIS will include priority access to the ProConnect Response Center. Depending on the service option selected, this includes high priority technical support, online service management and remote monitoring of enabled STERIS products. If selected, STERIS will remotely monitor all connected equipment from its ProConnect Response Center via an internet connection.

### 4. Term and Termination:

- a) Term - The Term of this Agreement is as stated on page one of the Agreement
- b) Termination for Insolvency - Either party may terminate this Agreement by written notice to the other if such other party shall make any assignment or any general arrangement for the benefit of creditors, shall file a petition or otherwise commence, authorize or acquiesce in the commencement or continuance of a proceeding under any bankruptcy, insolvency, creditors protection or similar law, have any such proceeding filed against it and remain outstanding for thirty (30) days or otherwise become bankrupt or insolvent (however evidenced) or be unable to pay its debts as they fall due.
- c) Termination for Breach - This Agreement may also be terminated by either party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party shall have a period of sixty (60) days following receipt of written notice of an alleged breach of any of the terms of this Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the termination. This Agreement shall be automatically terminated, however, as to any item of Equipment at the time that such item leaves the exclusive control of Subscriber.
- d) Refunds/Cancellation Charges - If this Agreement is terminated by Subscriber other than in accordance with Section 4(c) above, Subscriber will pay to STERIS the difference, if any, between

- i. the value of the Services provided by STERIS during the then current term of this Agreement, as calculated at STERIS's then current time and material rates, as of the effective date of such termination and
- ii. the total fees paid by Subscriber during the then current term of this Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(d) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.
- e) End of Term – if the entire value of the Block of Parts and/or Block of Time Contract is not used by Subscriber prior to expiration of this Agreement, Subscriber will not be entitled to a refund for any portion of the remaining value of the Agreement.
- f) Returns / Restocking Charges – STERIS will accept returns of service parts purchased pursuant to this Agreement and issue Subscriber a credit for such service parts subject to the following restrictions:
  - i. Return must be requested within 30 days of the purchase date, as indicated on the packing slip.
  - ii. Items must be a STERIS catalog item. "Special" or "made to order" items manufactured by STERIS or purchased from a vendor are not eligible for return.
  - iii. Items must be in "new" condition. Damaged or used items are not eligible for return.
  - iv. Items must be complete. All accessories, instructions and special packaging material must be included. Incomplete items are subjected to additional restocking charges.
  - v. If an item is sold sterile, then the item must be in the original, unopened, and undamaged packaging.
  - vi. If an item has an expiration date, then there must be at least 120 days remaining until the expiration date.
  - vii. Temperature sensitive and electronic/electrical components are not eligible for return.
  - viii. Printed circuit boards may be returned only if the seal has not been broken on the package (package has not been opened).
  - ix. All returns are subject to a 20% restocking charge, plus freight, crating, and re-certification charges, as appropriate.

**5. Pricing and Payment:**

- a) Pricing - The prices for the Services are set forth in the Equipment List (the "Prices"). After the term, STERIS shall have the right to increase the Prices during the Renewal Term by providing at least sixty (60) days prior notice of such increase to Subscriber.
- b) Taxes - All charges are exclusive of applicable federal, state or local taxes. Unless Subscriber supplies an exemption or direct payment certificate, Subscriber shall pay, or reimburse STERIS for paying, any such taxes and STERIS may add such taxes to its invoices. As an agency of the State of Texas, Subscriber is tax-exempt.
- c) Payment – Invoices shall be sent to Subscriber on a monthly basis with the exception of Block of Time, Block of Parts and Priority Technical Support Agreements which will be invoiced in advance on an annual basis. Subscriber shall pay all invoices within thirty (30) days of receipt. STERIS may assess interest charges for late payment at the rate of 1½% per month or the highest rate allowed by law, whichever is less, and Subscriber agrees to pay such charges. STERIS will be relieved of any obligation to render Services during the period of time in which Subscriber's account is in arrears, provided that STERIS has given Subscriber thirty (30) days prior written notice. STERIS shall not be obligated to make up or provide reimbursement for Services not performed as a result of Subscriber's delinquent account status. Payment from Subscriber will be due thirty (30) days from the date Subscriber receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.
- d) Exclusions -The Services do not include, and Subscriber agrees to pay STERIS at its then prevailing labor rates and parts prices for, any services not included in the Service Option selected by Subscriber for any given piece of Equipment, including, without limitation, the following:
  - i. Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Light cameras, surgical monitors or recorders not purchased from STERIS, generators, water tanks, reservoirs, Surgical Table Shrouds, Sonic Tanks, SYSTEM 1e trays and monochrome display. For life science Subscribers, all pumps, transducers, or components with a sales price greater than \$5,000.
  - ii. Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils.
  - iii. Surgical table accessories, hand controls, arm boards, x-ray tops, table pads.
  - iv. Visits made at Subscriber's request to perform Services on Equipment which was not available, which could not be located, or services outlined as Subscriber responsibility in the equipment operator manual.
  - v. Services requested by Subscriber due to failure of defective accessory items.
  - vi. Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS.
  - vii. Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List.

- viii. Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
- ix. Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
- x. Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
- xi. Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
- xii. Service lines, shut off valves, disconnect switches or other components not a part of the Equipment unless otherwise specified.
- xiii. Any parts for Equipment that is not designated as parts inclusive on the Equipment List; and
- xiv. Unless the 1st Year Preventive Maintenance Option listed on Attachment A is selected by the Subscriber, preventive maintenance during the Warranty Period for capital equipment is not covered by this Agreement and is available through a separate agreement with STERIS.
- xv. All oil changes in excess of the quantity of (2) for all V-PRO units with a standard maintenance agreement are billable events to be charged at then current parts and labor rates. Oil changes above the standard quantity of (2) may be included in the maintenance agreement for an additional fee.
- xvi. STERIS's obligation to provide the Services will be relieved during the term if access to parts are no longer available to support product or the product is obsolete from a Parts and Labor coverage level. Subscriber will be given the option to reduce the coverage to Labor Only for the remainder of the term.

#### 6. Additions or Deletions of Equipment:

- a) Additions or deletions of Equipment to or from the Equipment List may be made at any time, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Additions to contract after the 15th (fifteenth) of the month will be effective the 1st (first) of the following month. Additions to contract made before the 15th (fifteenth) of the month will be eligible for immediate coverage but will be invoiced for the entire month. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and any claims or liability resulting from the condition or use of that item and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
- b) Prior to the addition of any equipment to the Equipment List during the term of this Agreement, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at Subscriber's expense.
- c) If ProConnect Remote Monitoring is included in this agreement, it will be enabled on any equipment added to the agreement that is capable of supporting this feature. Remote monitoring will be enabled as part of the next scheduled service visit, where applicable.

#### 7. Shipment & Delivery:

- a) STERIS shall select the method and carrier for delivery of all service parts. All shipments of service parts by STERIS pursuant to this Agreement shall be FOB Origin. Title and risk of loss or damage to the service parts shall pass from STERIS to Subscriber upon delivery to a carrier at point of shipment.
- b) Any shipment, delivery, or performance date stated in the Subscriber's purchase order or other document delivered in connection with an order for service parts pursuant to this Agreement is approximate only and does not constitute any guarantee of shipment, delivery, or performance on any particular date.
- c) Shipping and handling of any parts covered under the terms of this contract shall be the responsibility of STERIS with the exception of Exclusions as outlined in Section 5(d). Shipping and handling outlined in parts in Section 5(d) will be the responsibility of the Subscriber. Any extra charges incurred for additional services, such as shipment from point specified by subscriber, or subscriber's carrier, or special handling at the destination, must be paid by the Subscriber.

#### 8. Equipment Manuals:

- a) Subscriber will be responsible for acquiring any necessary operating and maintenance manuals for non-STERIS equipment covered under this Agreement. The cost of such manuals will be paid by Subscriber.

#### 9. Subscriber's Responsibilities:

- a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible



- for providing the Services for Equipment that is not made available. Subscriber shall be responsible for paying any and all fees or costs associated with security or other facility access requirements. STERIS shall only provide information that it deems reasonable and appropriate to secure access to the facility.
- b) Current Vendors - Subscriber, as a contractor of current service vendors, will be responsible for paying
    - i. any amounts owed to a vendor that is terminated as a result of this Agreement or
    - ii. any amounts owed to STERIS for Services performed prior to the time this Agreement either terminates or expires.
  - c) Employee Training - Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
  - d) Parking - Subscriber will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.
  - e) Unauthorized Repair Personnel - Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment.
  - f) Invoices - With respect to services or parts provided by STERIS which are excluded from the Services under the terms of this Agreement, such services or parts will be charged at STERIS's then prevailing rate. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within thirty (30) days of the date of STERIS's invoice. While payment for such services is not part of the Services, the rendering of such additional services shall otherwise be subject to the terms and conditions of this Agreement, notwithstanding the provisions of any purchase order issued by Subscriber.
  - g) Hazard Communication - Subscriber will provide STERIS with information as to all known hazards or hazardous materials which STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.
  - h) ProConnect Response Center - If Subscriber elects to utilize the ProConnect Response Center, Subscriber agrees to:
    - i. Work with STERIS Technical Support prior to dispatching a service technician
    - ii. Allow STERIS to monitor all connected equipment from its ProConnect Response Center
    - iii. Computer Requirements
      - 1. Desktop, server or virtual computer that meets the following minimum hardware/software requirements to run the ProConnect Remote Monitoring software, service agent and support software.
        - a. Windows XP SP 2 or higher or Windows Server 2003
        - b. 2.8 GHz Processor Speed
        - c. 512 MB RAM
        - d. 5 GB Free Hard Drive Space
        - e. CD-ROM Drive
        - f. Login for STERIS assigned
        - g. Connected on facility network
        - h. Continuous access to Internet through ports 80 and 443
    - iv. Network Requirements at Each Sterilizer or Washer
      - 1. An active TCP/IP 10/100 BaseT Ethernet network drop with a RJ45 jack within 10' of each unit
      - 2. An IP address is required for each unit
      - 3. Ethernet patch cables to connect each unit to provided RJ45 jack
      - 4. ProConnect will run on a wireless network if hard wiring to an Ethernet network is not practical.
      - 5. If physical access to the computer running the ProConnect software is not practical, some method of remote access such as Remote Desktop should be enabled.
    - v. Some equipment requires 120 VAC power for an external router.
- 10. Excused Performance:**
- a) STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment or parts by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, obsolescence or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Subscriber that a part or parts cannot be obtained directly from a manufacturer by STERIS, Subscriber will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Subscriber,

STERIS will credit Subscriber's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of its or Subscriber's inability to obtain necessary replacement parts.

**11. Limited Warranty:**

- a) STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS determines that in fact no repairs actually required. EXCEPT AS PROVIDED HEREIN, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, SERVICES TO BE PERFORMED BY STERIS PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

**12. Limitation of Liability:**

- a) In no case, whether as a result of breach of contract, breach of warranty or tort (including STERIS's or Subscriber's willful acts or negligence or strict liability) shall STERIS or Subscriber be liable to the other for any consequential or incidental damages incurred by the other, including but not limited to loss of revenue, profits or goodwill. Subscriber agrees to the extent permitted by the Constitution and laws of the State of Texas.

**13. Indemnity:**

- a) Nothing contained in this Agreement is intended to relieve either STERIS or Subscriber from claims, liability, damages or expenses resulting from bodily injury, including death, or from property damage incurred due to the willful acts, the negligence or the strict liability of that party. STERIS agrees to defend, indemnify and hold Subscriber harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death to employees of STERIS or Subscriber or to third parties and for property damage to the extent caused by the willful acts or the negligence of STERIS or the strict liability of STERIS. Subscriber agrees to defend, indemnify and hold STERIS harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of Subscriber or STERIS or to third parties and from property damage to the extent caused by the willful acts or the negligence of Subscriber or the strict liability of Subscriber.

**14. Non-Disclosure:**

- a) Subscriber acknowledges that in the course of preparing to perform and performing its obligations under this Agreement, STERIS has spent and will spend considerable effort and expense in compiling information and developing maintenance schedules, reports, protocols and procedures for STERIS's use in administering this Agreement. Portions of this information, including but not limited to maintenance schedules, reports, compilations of information, procedure manuals and forms, may be provided to Subscriber and its employees from time to time in written materials (the "STERIS Materials"). In addition, STERIS will make use of a computer system utilizing custom software developed by STERIS at great expense (the "STERIS Software"). Subscriber acknowledges that the STERIS Materials, STERIS Software, and the compilations of data prepared for use with the STERIS Software are the property of STERIS; agrees to treat them as confidential; agrees not to permit their disclosure to any third party; and agrees not to copy or use the STERIS Materials or STERIS Software except in accordance with this Agreement. Except as otherwise required by law. Upon termination of this Agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof which are within its possession or control (other than reports which have been delivered to Subscriber by STERIS and which must be maintained by Subscriber for regulatory compliance) to STERIS and to refrain from making any claim to or use of the STERIS Materials, STERIS Software and related compilations of data. STERIS agrees that all information of STERIS which is marked "Confidential" and which comes into STERIS's possession during the term of this Agreement will be treated as such, ProConnect Remote Monitoring shall be considered STERIS confidential information.
- b) STERIS acknowledges that Subscriber is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Subscriber's written request, STERIS will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to Subscriber in a non-proprietary format acceptable to Subscriber. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Subscriber has a right of access. STERIS acknowledges that Subscriber may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

- 15. Non-Solicitation:**
- a) For the duration of this Agreement and for a period of two (2) years thereafter, Subscriber agrees not to solicit for employment or employ any STERIS technician or manager who has been engaged in providing services in connection with this Agreement. Due to the difficulty of ascertaining damages in the event of a breach of this provision, Subscriber agrees to pay STERIS as liquidated damages a sum equal to twelve (12) months pay for each hired technician or manager at the rate of the last full month of employment with STERIS. This charge shall be in addition to, and not in lieu of, the Company's right to terminate this contract pursuant to Section 4, obtain an injunction against the continued employment of the covered employee, as well as to pursue any other legal or equitable remedies which may be available.
- 16. Notices:**
- a) Any notice, instruction or other document pertaining to this Agreement shall be in writing and shall be delivered personally, electronically by email or sent by United States certified mail, return receipt requested and addressed to Subscriber or STERIS as shown on the face of this contract, unless otherwise specified.
- 17. Severability:**
- a) Any portion of this Agreement found to be invalid by a court of competent jurisdiction shall not be cause for the cancellation or invalidation of the remaining clauses of this Agreement.
- 18. Waivers:**
- a) The failure to enforce any term of this Agreement by either party shall not act as a waiver of that party's right to insist on later performance of that or any other term of this Agreement, nor shall it act as a waiver of any of the party's rights with respect to the nonperformance.
- 19. Independent Contractor:**
- a) STERIS and Subscriber hereby acknowledge that STERIS shall perform the Services for Subscriber as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Subscriber.
- 20. Complete Agreement, Modification and Applicable Law:**
- a) This Agreement, including the Attachments hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all other agreements (whether written or oral) with respect to the subject matter hereof. No waiver or modification shall be effective unless in writing and signed by an authorized representative of each party. No course of dealing or trade usage not contained herein will be binding upon the parties hereto. This Agreement shall be governed by the laws of Texas and the United States, applicable therein. For the purposes of any legal proceedings arising in connection with this Agreement, each of the parties agrees to the original and non-exclusive jurisdictions of the courts of Texas.
- 21. State Contracting Language**
- Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the STERIS or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, STERIS agrees that any payments owing to STERIS under this Agreement may be applied directly toward certain debts or delinquencies that STERIS owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- Prohibited Bids and Agreements.** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the STERIS certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- Dispute Resolution.** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Subscriber and STERIS to attempt to resolve any claim for breach of contract made by STERIS that cannot be resolved in the ordinary course of business. STERIS shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M University, who shall examine STERIS's claim and any counterclaim and negotiate with STERIS in an effort to resolve the claim.

**Access by Individuals with Disabilities**

STERIS represents and warrants that any electronic and information resources and all associated information, documentation, and support that it provides to Customer under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). To the extent STERIS becomes aware that the EIRs, or any portion thereof, do not comply then STERIS represents and warrants that it will, at no cost to Customer, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs.

**Franchise Tax Certification.** If STERIS is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then STERIS certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that STERIS is exempt from the payment of franchise (margin) taxes.

**Products and Materials Produced in Texas.** STERIS agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, STERIS will purchase products and materials produced in Texas when such products and materials are available at a price and time comparable to products and materials produced outside of Texas.

**Loss of Funding.** Performance by Subscriber under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, Subscriber will issue written notice to STERIS and Subscriber may terminate this Agreement without further duty or obligation hereunder. STERIS acknowledges that appropriation of funds is beyond the control of Subscriber.

**Prompt Payment Act.** Payment from Subscriber will be due thirty (30) days from the date Subscriber receives the invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

**State Auditor's Office.** STERIS understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. STERIS agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. STERIS will include this provision in all contracts with permitted subcontractors.

**Non-Waiver.** STERIS expressly acknowledges that Subscriber is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Subscriber of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**STERIS Certification regarding Boycotting Israel.** Pursuant to Chapter 2270, Texas Government Code, STERIS certifies STERIS (1) does not currently boycott Israel; and (b) will not boycott Israel during the Term of this Agreement. STERIS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**STERIS Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, STERIS certifies STERIS (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. STERIS acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**ACCEPTED & AGREED:**

STERIS Corporation

Texas A&M University

Signature

Derek Hawkins - Supervisor, Inside Sales

Sig **ROBERT C. BOUNDS**  
DIRECTOR, PROCUREMENT SERVICES

Name & Title

8/19/19

Name & Title

20 Aug 2019

Date

Date