



Olympus America Inc.  
 3500 Corporate Parkway  
 Center Valley PA, 18034, United States  
 Tel: (800) 225-8330  
 SC.CV@olympus.com  
<http://www.olympus-lifescience.com>

## Quotation

<b>Quotation #</b>	QT-US-CV-S-4274
<b>Quote title</b>	THREE (3) YEAR PLATINUM EXTENDED WARRANTY RENEWAL, MASTER AGREEMENT @5-10 TIER; FV1200 S/N 3G46362
<b>Date</b>	Jul 22, 2021

### Bill to:

Texas A&M University Health Sci.  
 8447 State Highway 77 - Medical Res Edu Bldg Ste 1005  
 Bryan, TX 77807, United States

### Ship to:

Texas A&M University Health Sci.  
 Jennifer Vivero  
 8447 State Highway 77 - Medical Res Edu Bldg Ste 1005  
 Dept of Neuroscience & Experimental  
 Bryan, TX 77807, United States

Expires	Customer Ref #	Contact Name	Contact Phone	Contact Email	Customer Fax	Ship Via
Oct 28, 2021		Jennifer Vivero	979-436-0317	vivero@tamu.edu		
Payment Terms	Incoterms	Currency	Sales Rep	Sales Rep Phone	Sales Rep Email	
Prepay	EXW-ORIGIN	U.S. Dollar	Kathy Sackey		kathy.sackey@olympus.com	

Item	P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
			THREE (3) YEAR PLATINUM EXTENDED WARRANTY RENEWAL, MASTER AGREEMENT @5-10 TIER; FV1200 S/N 3G46362					
			Notes: 1. Provide a purchase order for the full amount of this quotation along with the signed agreement for another three years of coverage effective October 29, 2021, through October 28, 2024. 2. Master agreement @5-10 tier discount applied. Special discount percentage applied to this quotation. 3. ORIGINAL & EXTENDED WARRANTY ON GaAsP - OLYMPUS WILL ONLY WARRANTY COMPLETE ELECTRONIC FAILURE OF GAASP PMTS. THIS WARRANTY EXCLUDES DECREASE IN SENSITIVITY. COMPLETE ELECTRONIC FAILURE WILL BE INDICATED BY FAILURE TO DETECT ANY ELECTRONIC SIGNAL FROM THE GAASP DETECTORS 4. Annual billing requested: Year 1 of 3 (10/29/2021 - 10/28/2022) = \$18,800.30 Year 2 of 3 (10/29/2022 - 10/28/2023) = \$19,208.30 Year 3 of 3 (10/29/2023 - 10/28/2024) = \$19,616.30 Year 1 of 3 (10/29/2021 - 10/28/2022) = \$18,800.30					
E X W - FV12001	EXW-FV12001	1	FLUOVIEW 1200 EXT. WARRANTY (FV1200 EXTENDED WARRANTY)	N	20,198.00	15%	17,168.30	17,168.30



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<b>Date</b>	Jul 22, 2021

Item	P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
E X W Y8FV1200	EXW-Y8FV1200	1	S/N(s): 3G46362  YEAR 8 AGE FEE FV1200 EXT WARR FLUOVIEW 1200 EXT WARRANTY  The system is eight (8) years old, age fee effective 10/29/2021 through 10/28/2022. S/N(s): 3G46362	N	1,632.00	0%	1,632.00	1,632.00
E X W FV12001	EXW-FV12001	1	Year 2 of 3 (10/29/2022 - 10/28/2023) = \$19,208.30 FLUOVIEW 1200 EXT. WARRANTY (FV1200 EXTENDED WARRANTY)  S/N(s): 3G46362	N	20,198.00	15%	17,168.30	17,168.30
E X W Y9FV1200	EXW-Y9FV1200	1	YEAR 9 AGE FEE FV1200 EXT WARR FLUOVIEW 1200 EXT WARRANTY  The system is nine (9) years old, age fee effective 10/29/2022 through 10/28/2023. S/N(s): 3G46362	N	2,040.00	0%	2,040.00	2,040.00
E X W FV12001	EXW-FV12001	1	Year 3 of 3 (10/29/2023 - 10/28/2024) = \$19,616.30 FLUOVIEW 1200 EXT. WARRANTY (FV1200 EXTENDED WARRANTY)  S/N(s): 3G46362	N	20,198.00	15%	17,168.30	17,168.30
E X W Y10FV1200	EXW-Y10FV1200	1	YEAR 10 AGE FEE FV1200 EXT WARR FLUOVIEW 1200 EXT WARRANTY  The system is ten (10) years old, age fee effective 10/29/2023 through 10/28/2024.	N	2,448.00	0%	2,448.00	2,448.00



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<b>Date</b>	Jul 22, 2021

Item	P/N	Qty	Description	Tax	Unit Price	Discount	Net Unit Price	Extended Price
			S/N(s): 3G46362  Please email the purchase order and signed agreement to <a href="mailto:sc.cv@olympus.com">sc.cv@olympus.com</a> prior to the end date of the current coverage.					

•Changes, additions or deletions are from this package quotation may cause pricing adjustments.  
 •Prices quotes are FOB origin and in USD unless otherwise stated in this quotation. Shipping charges will be added to your invoice at the time of shipment. Olympus will prepay and add shipping costs unless your carrier collect account number is provided.  
 • Orders and warranty for Olympus equipment are accepted based on Olympus terms and conditions. You can view these terms at <http://www.olympus-lifescience.com/en/product-terms-and-conditions/>.  
 • Orders received and confirmed for custom manufactured products may not be cancelled or returned without written authorization from Olympus.  
 • Olympus reserves the right to charge a restocking fee if confirmed order is cancelled or returned.  
 • Your quotation may be prepared as taxable due to the financial obligations for the state you are located in. If you are tax exempt and need to have tax removed from your quote, please provide your tax exempt form along with your purchase order.  
 •Decision Rule for accredited calibration: Pass or Fail is based solely on established tolerance with no additional accounting of uncertainty.

Subtotal : **\$57,624.90**

Tax (0%) : 0.00

**Grand Total (USD) : \$57,624.90**

We invite you to share your opinion about our products and service. Please email [customerfeedback@olympus-ossa.com](mailto:customerfeedback@olympus-ossa.com) with your feedback regarding Olympus

**OLYMPUS AMERICA INC.  
SCIENTIFIC SOLUTIONS GROUP**

**OLYMPUS MICROSCOPE EXTENDED WARRANTY & SERVICE CONTRACT**

**1. GENERAL**

This Olympus Microscope Extended Warranty & Service Contract ("Service Contract") constitutes the entire agreement between Olympus America Inc.- Scientific Solutions Group ("Olympus") and the Customer named on the signature page hereof ("Customer") with respect to the extension of that portion of a certain limited warranty ("Limited Warranty") provided by Olympus to Customer covering Olympus microscope Product owned by Customer. To the extent applicable (as described in paragraph 2 below), this Service Contract may cover ancillary microscope equipment purchased from Olympus and owned by Customer for use in connection with the microscope Product. This Service Contract shall cover only Product purchased from Olympus, or an authorized Olympus distributor, that is also manufactured and/or sold by Olympus that is in proper working condition and suitable for Service Contract coverage as pre-determined by Olympus in its sole and absolute discretion. All charges and expenses for inspection (if the original Limited Warranty has lapsed) and repair to establish proper working condition are the responsibility of Customer, and will be charged by Olympus at its prevailing service rates. ***This Service Contract shall be deemed effective as of the "Service Contract Commencement Date" established by Olympus on the signature page hereof.*** In order to establish this Service Contract Commencement Date, Customer shall provide to Olympus, prior to the execution of this Service Contract, proof of Customer's purchase of the microscope Product, which proof of purchase shall include the date and location of such purchase.

**2. PRODUCT COVERAGE OPTIONS/PAYMENT TERMS**

The "Product" covered by this Service Contract shall consist of the Olympus microscope Product and any ancillary microscope equipment selected for coverage in Schedule A hereto. Coverage for selected ancillary microscope equipment, if any, extends the terms of the original manufacturer's warranty and shall commence upon expiration of the original manufacturer's warranty and concludes in accordance with the Service Contract coverage provided for the microscope Product, regardless of the date of ancillary microscope equipment purchase by Customer. Special order products manufactured by Olympus shall not be covered unless specifically approved and selected for coverage in Schedule A hereto. Customer shall be responsible for the full payment of all fees corresponding to the Product coverage(s) so selected by Customer. Coverage will be billed yearly (in full, yearly, or otherwise agreed upon). Olympus will invoice Customer the amount owed upon the execution of this Service Contract. Payment will be due net thirty (30) days from date of invoice. If at any time Customer is in breach of its obligation to pay any amount due under this Service Contract or any other agreement between Customer and Olympus, Olympus's obligation under this Service Contract to perform warranty services described herein will be suspended without notification until such time as all required payments have been made.

**3. SERVICE CONTRACT AND LIMITATION OF LIABILITY**

Pursuant to this Service Contract, Olympus warrants that, with respect to mechanical, optical, electrical, electronic and wear-related components, the Product will be free from defects in materials and workmanship under normal use and service for the Term set forth below (See "**TERM**"). Unless otherwise directed by Olympus, if the Product proves to be defective within the foregoing TERM, Customer must contact Olympus in accordance with the procedure set forth below (See "**WHAT TO DO WHEN SERVICE IS NEEDED**"). Olympus, at its sole discretion, will repair, replace, or adjust the defective Product, provided that Olympus's investigation and factory inspection disclose that (i) such defect developed under normal and proper use and (ii) the Product is covered under this limited warranty. Repair, replacement, or adjustment of defective Products shall be Olympus's sole obligation and the Customer's sole remedy hereunder. The Customer is liable and shall pay for shipment of the Products to Olympus. Olympus shall not be obligated to perform preventive maintenance (unless Platinum Service Contract is selected below in "**ADDITIONAL TERMS**"), installation, deinstallation, relocation, maintenance, or table rigging. Olympus reserves the right to (i) use reconditioned, refurbished, and/or serviceable used parts (that meet Olympus's quality assurance standards) for repairs and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products.

## WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

Excluded from this limited warranty and not warranted by Olympus in any fashion, either express, implied, or by statute, are:

- (a) products not purchased from Olympus or an Olympus authorized distributor and/or manufactured by Olympus and/or not bearing the "OLYMPUS" brand label (the warranty coverage for products of other manufacturers, which may be distributed by Olympus, is the responsibility of the manufacturers of such products in accordance with the terms and duration of such manufacturers' warranties) unless ancillary microscope equipment is selected for coverage in Schedule A hereto;
- (b) any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than Olympus's own authorized service personnel unless repair by others is made with the written consent of Olympus;
- (c) defects or damage to the Products resulting from wear, tear, misuse, negligence, sand, liquids, impact, improper storage, non-performance of scheduled operator and maintenance items, or use of non-Olympus brand accessories, consumables, or supplies;
- (d) software programs and upgrade of software programs (Olympus is not responsible for damage to or loss of any programs or data. Olympus is not responsible for the restoration or reinstallation of any programs or data other than originally installed software at the time of the Product manufactured, or, if such software is not available, its equivalent); and
- (e) supplies and consumables

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, OLYMPUS MAKES NO AND DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. ALL GUARANTIES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMER MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT OLYMPUS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL OLYMPUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT OLYMPUS SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including but not limited to distributors and representatives of Olympus, which are inconsistent or in conflict with the terms of this limited warranty, shall not be binding upon Olympus unless reduced to writing and approved by an expressly authorized officer of Olympus.

This limited warranty is the complete and exclusive statement of warranty which Olympus agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

## WHO IS COVERED BY THIS LIMITED WARRANTY

This limited warranty is exclusively for the benefit of the original Customer and cannot be transferred or assigned.

## WHAT TO DO WHEN SERVICE IS NEEDED

Unless otherwise directed by Olympus, Customer shall contact Olympus Technical Assistance Center (TAC) within 30 days of receipt for Original Warranty claims or Out of Box failures:

1-877-225-8380; option 1

[TAC@olympus-ossa.com](mailto:TAC@olympus-ossa.com)

## SERVICE LOANERS

Olympus maintains a pool of Products that may be loaned (“Loaners”), at Olympus’s sole discretion, and subject to the availability thereof, to Customers while their Products are being repaired pursuant to this Warranty.

## INTERNATIONAL WARRANTY SERVICE

International warranty service is NOT available under this warranty.

## IF YOU HAVE QUESTIONS OR NEED HELP

If you have any questions or comments regarding (a) the use or performance of your Products, or (b) your nearest authorized Olympus Distributor, or (c) service performed in the United States which has not been resolved to your satisfaction; write directly to:

Olympus America Inc.  
3500 Corporate Parkway  
Center Valley, PA 18034  
Attention: Director of Microscopy Operations  
1-877-225-8380 • [www.olympusamerica.com](http://www.olympusamerica.com)

## 4. ADDITIONAL TERMS

- a. Items or events that will void the warranty:
  - i. evidence of physical contact with coated optics (e.g. fingerprints);
  - ii. optical components that are realigned by the Customer without specific permission from Olympus;
  - iii. moving systems to another site within a facility or to another location, without specific permission from Olympus;
  - iv. damage or loss caused by shipping;
  - v. damage caused by improper operation of the instrument;
  - vi. damage caused by equipment not purchased from Olympus; (e.g. non-Olympus equipment that is attached to the Product);
  - vii. use of a computer not supplied by Olympus without written permission;
  - viii. computer malfunctions or software conflicts due to unapproved installation of additional software;
  - ix. computer malfunctions or software conflicts due to virus;
  - x. use of arc lamps not supplied by or approved in writing by Olympus
  - xi. fire, flood, or facility electrical system failure/disruption resulting in multiple components failing
- b. During the Term of this Agreement Olympus will, directly or through Olympus's own authorized service personnel of its choosing, perform the Services. Service may be provided in the form of visits to the Customer site (“on-site” service) or as support performed at an Authorized Olympus Service Center.
- c. In the event that Olympus elects to dispatch a representative to Customer’s premises to perform services covered by this Service Contract, the cost of airfare, hotel, and ground transportation for the Olympus representative shall be borne by Olympus.
- d. All non-warranty repairs or other service will be billed to Customer at the prevailing rate established by Olympus.

e. Service Contract coverage level selection:

☒ Platinum Level – In addition to the Services provided hereunder, Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will be performed as described in the applicable Appendix:

- ☒ **FLUOVIEW Confocal Laser Scanning (Appendix 1)**
- ☐ **FLUOVIEW MPE or MPE-RS (Appendix 2)**
- ☐ **VS (Appendix 3)**
- ☐ **CellTIRF (Appendix 4)**
- ☐ **SD-OSR/IXplore Spin (Appendix 5)**
- ☐ **Core Microscope (Appendix 6)**
- ☐ **OLS/LEXT (Appendix 7)**
- ☐ **DSX (Appendix 8)**
- ☐ **VivaView (Appendix 9)**

☐ Gold Level – Extension of original Limited Warranty that was provided to Customer upon purchase of the Product (i.e. the Services provided in this Service Contract).

- f. If applicable, laser heads may be refurbished by either the original manufacturer or by Olympus, and alignment will be performed at no charge. In order to minimize downtime, a refurbished laser may be provided in exchange. Customer acknowledges that if it prefers that the originally-purchased laser be refurbished rather than replaced, extensive downtime may result.

## 5. BILLABLE SUPPORT

- a. Billable Support includes all support to Customers not covered by this Service Contract. It may involve repairs, adjustments, deinstallations, reinstallations and applications support and training (including protocol development).
- b. Billable Support may be provided in the form of visits to the Customer site (“on-site” service) or as support performed at an Authorized Olympus Service Center.
- c. Prevailing rates are available upon request.

## 6. OBLIGATIONS OF CUSTOMER

- a. Customer must provide Olympus service personnel access to the Product during normal business hours for the purpose of performing Services, where Olympus determines that a field service visit is required or desirable.
- b. Customer must follow reprocessing, cleaning, and maintenance procedures for the Product as described in Olympus’s instruction manuals.
- c. Customer agrees to provide Olympus with reasonable assistance for diagnosing electronic, computer, and optical problems by telephone in preparation for (and in evaluating the need for) a field service visit.
- d. Customer agrees to return all loaner units to Olympus upon Customer’s receipt of its repaired Product. When returning loaner units, Customer shall: (i) utilize the original shipping cartons and packing material, (ii) pack the loaner units to avoid shipping damage, and (iii) assume the risk of such return shipment.

Customer acknowledges and agrees that its performance of the foregoing obligations is a condition precedent to Olympus’s obligations under this Service Contract.

## 7. TERM

The Term of this Service Contract shall be for a period of three (3) year(s) commencing on the Service Contract Commencement Date. The Term shall not exceed five (5) years.



## 8. TERMINATION

Either party may terminate this Service Contract at any time upon 30 days' prior written notice to the other party, in the event that the other party breaches any of its material obligations hereunder and such breach has not been cured during such 30-day period. Olympus may identify Product that has reached its Olympus Service Termination Date during the Term of this Service Contract. Olympus shall, (i) notify Customer if factory repair parts will no longer be manufactured and no local repair parts stock is available thus service support will cease, and (ii) refund Customer any portion of the fee that was prepaid as of the effective date of end of service on a pro rata basis. Olympus recognizes that Customer's funding for this Service Contract may be contingent upon yearly appropriation. If Customer is not approved for funding for a specific year, Customer may terminate this Service Contract upon thirty (30) day notice. In such event, Customer shall reimburse Olympus the difference between the list price and any discounted rate hereunder for each year, or any part thereof, of this Service Contract performed by Olympus. All such amounts will be invoiced and payable within thirty (30) days.

## 9. Confidentiality

- a. In connection with the Contract, Olympus and Customer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with "Confidential Information." "Confidential Information" as used in the Contract shall mean all pricing of products and services and all information related to the business or products of the Disclosing Party that is not generally known to the public, provided that the obligations of this Section shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party, or (iii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iv) is required to be disclosed by order of a competent court or government agency.
- b. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only in connection with the Service Contract and permitted use(s) of products and services, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees who have a need to know the Confidential Information in order for Olympus to perform its obligations hereunder or to use the warranty services. Further, the Receiving Party agrees to advise any recipient of such Confidential Information of the terms and conditions of this Section and to take reasonable steps to ensure compliance with these terms and conditions.
- c. If either party or any of their respective affiliates or representatives is required (by interrogatories, subpoena, or similar legal process) to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice of each such request, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Section, or both.
- d. Nothing herein shall be construed as granting to the Receiving Party, either expressly, by implication, estoppel, or otherwise, any license under any invention, patent, trademark, or copyright now or hereinafter owned or controlled by the Disclosing Party.
- e. Any information, suggestions or ideas transmitted by Customer to Olympus in connection with performance hereunder are not to be regarded as Confidential Information. If Confidential Information is required to be disclosed to perform work hereunder, Customer warrants that it has the right to disclose such information and shall indemnify and hold Olympus harmless against any claims or damages resulting from the disclosure.
- f. The confidentiality obligations hereunder shall remain in effect for a period of five (5) years from the expiration or termination of this Service Contract.



- g. Sections 9.a. through f. shall not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## **10. COMPLIANCE WITH LAWS**

All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable federal and state laws and regulations including all applicable export control laws and regulations of the U.S. Government and any amendments thereto.

## **11. SPECIFIC PERFORMANCE**

The parties hereto agree that in the event of any breach of the Confidentiality Terms in this Service Contract, the non-breaching party would be irreparably harmed and could not be made whole by monetary damages. It is accordingly agreed that the parties will waive the defense in any action for specific performance that a remedy at law would be adequate and that the parties, in addition to any other remedy to which they may be entitled at law or in equity, shall be entitled to compel specific performance of this Agreement in any action instituted in any court of the Commonwealth of Pennsylvania or the United States having subject matter jurisdiction over such action.

## **12. RESERVED**

## **13. FORCE MAJEURE**

Olympus shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire or flood or other casualty, failures of subcontractors or suppliers, or any other cause or causes (whether or not similar in nature to any of those hereinbefore specified) that are beyond Olympus's reasonable control.

## **14. TAXES**

All charges shown hereunder do not include any federal, state or local taxes or fees. Customer will reimburse Olympus for all such applicable taxes or fees that may be levied by any taxing authority.

## **15. COMPLETE AGREEMENT**

This Service Contract (including its schedules, if any) is the complete agreement of the parties with regard to the subject matter hereof, supersedes all prior or contemporaneous oral or written proposals, communications, understandings and agreements regarding this subject matter, and, except as set forth herein, may not be modified, amended or waived in whole or in part except in a writing signed by the party charged with such waiver and stating that it is a waiver. The waiver of a breach of any provision of this Service Contract will not be a waiver of any subsequent breach of the same or any other provision hereof. The terms and conditions contained in any purchase order or other communication sent by Customer to Olympus shall be of no effect.

## **16. HEADINGS, ETC.**

The headings of the various subdivisions of this Agreement are for convenience of reference only and shall not define nor limit or otherwise affect any of the terms or provisions hereof. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons referred to may require.

## **17. COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original, but both of which when taken together shall constitute one and the same instrument.

## **18. GENERAL CLAUSES**


- a. Warranty services sold hereunder are not intended for use in connection with any nuclear facility or activity without the written consent of Olympus. Customer warrants that it shall not use, or permit others to use warranty services for such purposes, unless Olympus agrees to such use in writing. If, in breach of the foregoing, any such use occurs, Olympus disclaims all liability for any nuclear or other damages, injury or contamination and in addition to any other legal or equitable rights of Olympus; Customer shall indemnify and hold Olympus harmless against any such liability.
- b. Olympus may assign or novate its rights and obligations regarding this Service Contract, in part or in whole, to any entity controlling, controlled by, or under common control with Olympus. The delegation or assignment by Customer of any or all of its duties or rights under the Contract without Olympus's prior written consent shall be void.
- c. If any provision of this Service Contract is found to be void or unenforceable the remainder of this Service Contract shall not be affected and the parties hereby agree that they will replace any such void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and which is valid and enforceable.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**ACCEPTED AND AGREED:**

CUSTOMER

OLYMPUS


DocuSigned by:  
  
A40954436043409...  
Signature

Jeff Burton, CPA  
Name

Vice President & CFO  
Title

10/14/2021 | 10:06:52 CDT  
Date

Texas A&M University Health Health Science Center  
College of Medicine  
8447 Riverside Parkway  
Bryan, TX 77807  
Customer Name and Address

DocuSigned by:  
  
20542865109843D...  
Signature

Yiwei Jia  
Name

Executive Director, Service Delivery and Oper.  
Title

10/29/2021 | 9:00 AM EDT  
Date

Olympus America Inc., Scientific Solutions Group  
3500 Corporate Parkway, Center Valley, PA 18034

**OLYMPUS USE ONLY**

Service Contract Commencement Date: October 29, 2021

**Schedule A**

Covered Olympus microscope Product and any ancillary microscope equipment

Microscope Model: Fluoview 1200

Serial Number: 3G46362

Quotation: QT-US-CV-S-4274

Products manufactured by Olympus and bearing the "OLYMPUS" brand label as listed on the Sales Order referenced herein are included for coverage.

Ancillary microscope equipment selected for coverage:

FV1200, serial number 3G46362

Products and/or microscope equipment excluded for coverage:

N/A

## **Appendix 1**

### **FLUOVIEW Confocal Laser Scanning System Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

**FLUOVIEW Confocal Laser Scanning System:** Performance check of scanning unit, laser power and alignment, laser collimating, beam expander, and pupil lens.

**Related Microscope:** Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.

## **Appendix 2**

### **FLUOVIEW MPE or MPE-RS System Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

**FLUOVIEW MPE-RS System:** Performance check of scanning unit, IR and Visible laser power and alignment check, confirm laser alignment and transmission meet specification through wavelength range, IR pulsed laser functionality check, confirm PC configuration and storage availability.

**Related Microscope:** Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.

### **Appendix 3**

#### **VS Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

**VS System:** Cleaning, calibration, alignment, performance and functionality check.

**Related Microscope:** Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.



**Appendix 4**  
**CellTIRF Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

**cellTIRF System:** Performance and alignment checks of illumination unit, and optimization of cellTIRF laser systems.

**Related Microscope:** Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.

**Appendix 5**  
**SD-OSR/IXplore Spin Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

**Spinning Disk System:** Performance and alignment checks of illumination unit, and optimization of lasers and/or Yokogawa CSU position. Yokogawa optical cleaning can be performed but is limited to the excitation dichroic and spinning disk surfaces.

**Related Microscope:** Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.

**Appendix 6**  
Core Microscope Preventative Maintenance

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Optical cleaning, lubrication of mechanical parts and accessories, and optical and mechanical alignment as needed.

**Appendix 7**  
**OLS (LEXT) Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Cleaning, calibration, stage check and tuning, Self-Diagnostic Check and operational check. Olympus will provide NIST-traceable calibration certificate.

## **Appendix 8**

### **DSX Preventative Maintenance**

#### **DSX110/DSX100**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Cleaning, stage check and tuning, and operational check. Self-Diagnostic Check.

#### **DSX510**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Cleaning, calibration, stage check and tuning, Self-Diagnostic Check and operational check. Olympus will provide NIST-traceable calibration certificate. (includes Z-axis repeatability)

#### **DSX510i/DSX500i/DSX500**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Cleaning, calibration, stage check and tuning, Self-Diagnostic Check and operational check. Olympus will provide NIST-traceable calibration certificate. (excludes Z-axis repeatability)

**Appendix 9**

**VivaView Preventative Maintenance**

Olympus will perform system optimization with one (1) preventative maintenance service visit per Term year. The preventative maintenance service visit will include the following:

Image alignment and optimization, testing of multi-gas regulation and sensing devices, and cleaning and calibration.

AN ADDENDUM TO  
OLYMPUS MICROSCOPE EXTENDED WARRANTY & SERVICE CONTRACT  
BY AND BETWEEN  
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES  
AND OLYMPUS AMERICA INC.

The following terms and conditions are incorporated into and form a part of the Olympus Microscope Extended Warranty & Service Contract (the "Agreement") to which this Addendum is attached. "**A&M System**" means The Texas A&M University System, an agency of the State of Texas and "**PROVIDER**" means Olympus America Inc.

For clarification, this Agreement is being entered into by The Texas A&M University System, an agency of the state of Texas. **A&M System** requires the following additions to be made to **PROVIDER's** Olympus Microscope Extended Warranty & Service Contract. In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this addendum will control.

**1. PAYMENT TERMS**

- A. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30<sup>th</sup> day unless a discount has been arranged for more immediate payment.

**2. PUBLIC INFORMATION**

- B. PROVIDER acknowledges that A&M System 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.
- C. Upon A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- D. PROVIDER acknowledges that A&M System 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*.
- E. Reserved.

**3. 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 A&M System and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.



4. INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Should any of the policies described herein be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy.

<u>Coverage</u>	<u>Limit</u>
<b>A. <u>Worker’s Compensation</u></b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident \$1,000,000 Disease/Employee \$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under Item 3.A. on the information page of the workers’ compensation policy the state in which work is to be performed for A&M System. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted

**B. Automobile Liability**  
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

**Additional Endorsements**  
The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured’s.

<b>C. <u>Commercial General Liability</u></b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. PROVIDER will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability, will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following A&M System contact in Section 4V.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

## 5. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless A&M System from any third party claims, damages, liability, expenses or losses to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.

- C. **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 vendor 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.”
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER 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.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor’s Office.** PROVIDER 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*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- H. **Entire Agreement.** The Agreement and this Addendum constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** Unless expressly stated in the Agreement or this Addendum, PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- L. **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.
- M. **Loss of Funding.** Performance by A&M System 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, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- N. **Reserved.**
- O. **Reserved.**
- P. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- Q. **Copyrights & Patents.** PROVIDER shall not provide to the A&M System any materials or services that infringe any intellectual property, privacy, or other right of any party. If PROVIDER becomes aware of any possible infringement claims, PROVIDER shall immediately notify the A&M System in writing. If A&M System becomes aware of any possible infringement claims, A&M System shall immediately notify PROVIDER in writing. As to any judicial, administrative, or other action, suit, claim, investigation, or proceeding (each a "Proceeding") alleging that any such material or service infringes any intellectual property, privacy, or other right, PROVIDER shall indemnify and defend The Texas A&M University System, and their regents, officers, employees, representatives, agents, and students ("Indemnitees") against all amounts awarded in, or paid in settlement of, that Proceeding negotiated or defended by PROVIDER, including any interest. A&M System may participate in the Proceeding at its own cost and expense. The indemnity provided herein shall not apply where the infringement was caused by i) unauthorized modifications to PROVIDER products or services by Indemnitees; or ii), the infringement is related to the combination of PROVIDER product and services with a third party product or service, where PROVIDER product or service alone was not infringing.
- R. **Conflict of Interest.** By executing this Purchase Order, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this

Purchase Order, or in the services to which this Purchase Order relates, or in any of the profits, real or potential, thereof.

- S. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- T. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- U. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this 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.
- V. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System:           The Texas A&M University System  
                                   301 Tarrow St., Suite 273  
                                   College Station, Texas 77840  
                                   Attention: Jeff Zimmermann  
                                   Phone: (979) 458-6410  
                                   Fax: (979) 458-6250  
                                   E-mail: [jzimmermann@tamus.edu](mailto:jzimmermann@tamus.edu)

PROVIDER:           Olympus America Inc.  
                                   Scientific Solutions Group  
                                   3500 Corporate Parkway  
                                   Center Valley, PA 18034  
                                   Phone: (877) 225-8380  
                                   Email: [SC.CV@olympus-ossa.com](mailto:SC.CV@olympus-ossa.com)

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

**The Texas A&M University System**

DocuSigned by:  
By Jeff Zimmermann  
Jeff Zimmermann  
Director, Procurement and Business Services

1/15/2020 | 09:36:23 CST

Date

**Olympus America Inc.**

DocuSigned by:  
By Ywei Lin  
1C55D273DC4944E...

1/22/2020 | 10:29 AM EST

Date

**Texas A&M University – Health Science Center**

**8447 Riverside Parkway**

**Bryan, Texas 77807**

**Notices for HSC should be sent to:**

Attention: Associate Dean for Finance and Administration

Telephone: (979) 436-0208

Contracts Administration Email: [COM-Contracts@tamu.edu](mailto:COM-Contracts@tamu.edu)

**Texas A&M University – Health Science Center**

DocuSigned by:  
By Jeffery T. Burton  
6E71ADECB17A407...

Date 8/12/2021 | 11:07:49 CDT