



Agilent Technologies Inc.  
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United States

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Website: [www.agilent.com](http://www.agilent.com)

**Delivery Site:**  
PRAIRIE VIEW A AND M UNIVERSITY

700 University Dr  
PRAIRIE VIEW TX 77446-0248  
USA  
Tax ID:

Ming Gao  
[migao@pvamu.edu](mailto:migao@pvamu.edu)  
+19362612519

**Invoice To:**  
PRAIRIE VIEW A AND M UNIVERSITY

700 University Dr  
PRAIRIE VIEW TX 77446-0248  
USA  
Tax ID:

**Comment:**

3 Year MY Ends 2028

**QUOTATION**

<b>Quotation Number:</b> 5001534037	<b>Quotation Date:</b> October 20, 2025
<b>Coverage Period:</b> 10/02/2025 - 10/01/2028	<b>Payment Terms:</b> Net 30 Days
<b>Quotation Expiration Date:</b> All quoted prices are valid for 90 days from quotation date.	

**Direct Inquiries to:**

Contact Name: Matthew Criscuolo  
Contact E-mail: [MATT.CRISCUOLO@AGILENT.COM](mailto:MATT.CRISCUOLO@AGILENT.COM)  
Contact Telephone: +13026368055

**Service Contract Quotation:**

<b>Ship To:</b>	Prairie View A&M University Texas
	1178 Reba Bland Evans St PRAIRIE VIEW TX 77446-0001 USA

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Learn more about Agilent's Special Offers, Products, Services and our full range of laboratory productivity solutions optimized for your applications and workflows. Visit us at [www.agilent.com/chem](http://www.agilent.com/chem)

Agilent Technologies Inc  
5301 Stevens Creek Blvd  
Santa Clara CA 95051  
United States

Federal Tax ID: 77-0518772

Beneficiary Bank: Bank of America

ORIGINAL

SWIFT: BOFAUS3N

Beneficiary Account: 12331-31561

Beneficiary Name: Agilent Technologies Inc

**Quotation Number:** 5001534037**Quotation Date:** October 20, 2025

Item #	System Handle	Serial Number	Model Description	Service Description	EGS	Qty	Start date / End date if different from SC Period	Total Price (USD)
1	SYS-UF-FP1		FEMTO Pulse System	CROSSLAB PREVENTIVE MAINTENANCE		1		17,028.00
		MY2417AD18	Femto Pulse System					
		MY24300116	Femto Pulse 12-Capillary Array					

<b>Total Amount before Discount</b>	17,028.00
<b>Discount - Multi-Year PO-H</b>	-510.84
<b>Total before Tax</b>	16,517.16
<b>Sales Tax 0.000%</b>	0.00
<b>Total (USD)</b>	16,517.16

**EGS = End of Guaranteed Support for earliest module****Summary of Charges:**

Note: These prices reflect additions, deletions and warranties.

Year:	Invoice Period:	Prices by Invoice Period:
YEAR 1	10/02/2025 - 10/01/2026	5,505.72
YEAR 2	10/02/2026 - 10/01/2027	5,505.72
YEAR 3	10/02/2027 - 10/01/2028	5,505.72

**Notes:**

Amount excludes any applicable taxes. Applicable taxes will be separately stated on the invoice at time of billing.

**Quotation Number:** 5001534037**Quotation Date:** October 20, 2025**Exhibit      URL**

Exhibit22R.as <http://www.agilent.com/en-us/services/analytical-instrument-services/exhibit22rpx>  
Password: 5eprewRu

This Quotation is valid only for the period indicated. All Services quoted are subject to the Agilent Service Terms (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>) and the Agilent Service Exhibits referenced above. Products, parts and software are subject to the Agilent Terms of Sale (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>). Products or Services that are manufactured, configured or adapted to meet Customer's requirements are subject to the Agilent Terms of Sales - Custom products (<http://www.agilent.com/en-us/services/e16s-us-canada-mexico>). If you have a previously signed agreement with Agilent covering such Products, Services or spare parts, the terms of that agreement will take precedence for those Products, Services or spare parts. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Spare parts and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law governing this transaction and shall not derogate from any statutory or legal rights you may have thereunder. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited. Warranty: Unless otherwise indicated herein, spare parts referenced in this document will receive a 90 day replacement warranty.

Agilent Payment Method: ACH.

Credit card accepted only at the time of order placement.

Agilent will charge 3% of the invoiced amount, when term invoices are paid with a credit card.



## AGILENT TERMS OF SALE

These Terms of Sale ("Terms") govern the sale of Products and Service and the license of Software by Agilent Technologies, Inc. and its subsidiaries ("Agilent"). "Product" means any standard hardware or consumables sold or standard Software licensed under these Terms, including Products manufactured or configured to meet Customer requirements ("Custom Products"). "Software" means one or more computer programs and related documentation. "Service" means any standard support service to support Products, Software updates and maintenance, training, or Service adapted to meet Customer requirements. "Specifications" means technical information about Products published by Agilent and in effect on the date Agilent ships the order.

### 1. SALE AND DELIVERY

- a. All orders are subject to acceptance by Agilent. Orders are governed by the applicable trade term specified on the quotation or agreed to by Agilent as defined in Incoterms 2020 (and any later amendments thereto).
- b. Prices exclude any applicable sales, value added or similar tax payable by Customer.
- c. Unless otherwise indicated on the quotation, prices include shipping and handling charges. Risk of loss will pass to Customer upon delivery. Title to Products (excluding licensed Software) will pass to Customer upon the later of full payment or delivery of such Products.
- d. Cancellation of Product orders and Product returns are subject to Agilent's approval and applicable cancellation / return charges in accordance with Agilent Order Cancellation and Product Return Policy, a copy of which may be provided to Customer upon request.
- e. For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Agilent's installation and test procedures. If Customer schedules or delays installation by Agilent more than thirty (30) days after delivery, acceptance of the Product will occur on the thirty-first (31st) day after delivery.
- f. Payment terms are stated in the quotation or acknowledgment documentation, and are subject to change if Customer's financial condition or payment record merits such change. Agilent may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent

agreement if, after ten (10) days written notice, the failure has not been cured.

### 2. LICENSES AND PRODUCT USE

- a. Agilent grants Customer a worldwide, non-exclusive, license to use Software for internal purposes in accordance with documentation provided with the Software. Agilent license terms or third party license terms included with such documentation will take precedence over these license terms. If the documentation does not include license terms, Agilent grants Customer a license to use one copy of the Software on one machine or instrument, or a license as otherwise stated on the quotation.
- b. Except as authorized by Agilent in writing or as permitted by law, Customer will not reverse engineer, reverse compile, or reverse assemble Software, modify or translate Software, or copy Software onto any public or distributed network.
- c. Customer will use Products in accordance with the Specifications, instructions for use, and the labels provided with the Product. Customer is responsible for ensuring that the way that it uses Products complies with all applicable laws and regulations.
- d. The product literature accompanying Raman Spectroscopy Products and notices affixed thereto include vital safety and hazard information. Customer must comply with all safety and hazard instructions issued by Agilent. Raman Spectroscopy Products will, if operated negligently, present a hazard to health and to life and Agilent accepts no liability for any death or personal injury that does not result from its own negligence. Customer will indemnify Agilent against any liability for third party death or personal injury that results from the Customer's negligence.
- e. To the extent that Agilent is providing Products or Services to Customer which are reimbursable under a



## AGILENT TERMS OF SALE

federal healthcare program (such as Medicare or Medicaid), Agilent and Customer acknowledge that these Terms are intended to comply with the Anti-Kickback Statute and its related Discount Safe Harbor (42 C.F.R. 10001.952(h)). In order to enable Customer to meet its disclosure obligations that it may have under U.S. federal law, Agilent will provide Customer sufficient discount, rebate and other pricing information that may be relevant to enable Customer to accurately report its actual costs for such products and services. Customer acknowledges that Agilent has informed it that it must report any discounts or rebates that it may receive pursuant to these Terms for such products and services as may be required by applicable law. To the extent that Customer is required to make such reports, it will do so in the applicable manner prescribed by the Discount Safe Harbor and as otherwise required.

## 3. WARRANTY

- a. Product warranty terms are provided with the Product, on quotations, upon request or at <https://www.agilent.com/en-us/general/warranty-terms>. Each Product receives a global warranty which includes the standard warranty for the country of purchase. All consumables Products are warranted for ninety (90) days from the date of acceptance. Customer may receive a different warranty when the Product is purchased as a part of a system.
- b. Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to Specifications.
- c. If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.
- d. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 4. INTELLECTUAL PROPERTY CLAIMS

- a. Agilent will defend or settle any claim against Customer that a Product (excluding Custom Products) infringes an intellectual property right, provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance, to Agilent.
- b. In defending or settling an infringement claim in item a. above in this Section, Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the Product or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price upon return of the Product.
- c. Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; Product modifications by Customer or a third party; Product use prohibited by or outside the scope of Specifications or related application notes; or use of the Product with products not supplied by Agilent.
- d. For Products containing nucleic acids or that are capable of analyzing nucleic acids, in addition to item c. above in this Section, Agilent has no obligation for any claim of infringement arising from: any discovery or product made as a result of using the Product(s); or any claim based on Gene Patents. Gene Patents means a patent claiming the synthesis, detection or quantification of any particular oligonucleotide sequence or group of sequences, arrangement of such sequences, or copy number of such sequences, including the correlation of such with an organism, phenotype or condition.

## 5. INTELLECTUAL PROPERTY RIGHTS

- a. For Custom and Vacuum Products and/or Services, the following terms would apply -



## AGILENT TERMS OF SALE

- i. Subject to the licenses provided in these Terms, each party will retain all copyrights, trade secrets, trademarks and other intellectual property rights in its pre-existing intellectual property.
- ii. Customer grants Agilent a non-exclusive, worldwide, royalty-free license to use, copy, make derivative works of, distribute, display, disclose, perform and transmit Customer's pre-existing copyrighted works or other intellectual property rights necessary for Agilent to perform its obligations under these Terms. To the extent any of Customer's pre-existing intellectual property is incorporated within any Product, Customer grants to Agilent a non-exclusive, worldwide, perpetual, royalty-free, transferable license to make, have made, sell, offer for sale, copy, make derivative works of, distribute, display, disclose, perform, import and sublicense such pre-existing intellectual property.
- b. Agilent will own all copyrights, patents, trade secrets, trademarks and other intellectual property rights, title and interest in or pertaining to all Products and Services delivered to Customer under these Terms.

## 6. LIMITATION OF LIABILITY AND REMEDIES

- a. In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.

To the extent that limitation is permitted by law, Agilent's liability to Customer is limited to US \$1,000,000 for Custom, Vacuum, and Raman Spectroscopy Products and/or Services adapted to meet Customer requirements.

The limitations set forth in items a. and b. above in this Section will not apply to infringement claims under the Section titled INTELLECTUAL PROPERTY CLAIMS, or to damages for bodily injury or death.

The remedies in these Terms are Customer's sole and exclusive remedies.

## 7. INDEMNIFICATION

Agilent will indemnify and hold Customer harmless from and against any third party claims for (a) bodily injury or death, or (b) direct damage to tangible property, to the extent caused by Agilent's gross negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and subject to the limitation of liabilities set forth in the Section titled LIMITATION OF LIABILITY AND REMEDIES.

## 8. GENERAL

- a. For purposes of Agilent's performance under these Terms, Agilent will process non-sensitive personal data that is about an identifiable individual or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Customer and its employees, agents and subcontractors ("Customer Personal Data"), including but not limited to names, telephone numbers and email addresses. Agilent will store and use Customer Personal Data in accordance with Agilent's Privacy Statement available at [www.agilent.com/go/privacy](http://www.agilent.com/go/privacy). Customer shall ensure that Agilent's Privacy Statement is provided to its employees, agents and subcontractors. In the event that Agilent agrees to process personal data on behalf of Customer, both parties agree to comply with all applicable privacy and data protection laws, regulations and codes of practice, including but not limited to those applicable in the parties' country/ies.
- b. Where Agilent processes Personal Data on behalf of Customer, unless a separate Data Processing Agreement has been agreed and executed by the Parties, the Data Processing Agreement available here shall apply <https://www.agilent.com/en/contracting-with-agilent/data-processing-agreement>.
- c. For purposes of Customer's performance under these Terms, Customer will process non-sensitive personal data that is about an identifiable individual employee or allows an individual to be identified directly or



#### AGILENT TERMS OF SALE

indirectly ("Personal Data") and that is relating to Agilent and its employees ("Agilent Personal Data"), including but not limited to names, telephone numbers, email addresses and labor and EHS documentation required by law. Customer will process such personal data in accordance with applicable data protection and privacy laws.

d. Terms for Service are available at <https://www.agilent.com/en-us/general/service-terms>, upon request, or as otherwise indicated on the quotation.

e. The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.

f. Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from - <https://www.bis.gov/>.

g. Use, distribution or disclosure of Products by the U.S Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).

h. Disputes arising in connection with these Terms will be governed by the laws of the State of California.

i. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

j. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.

k. Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance or direct operation of a nuclear facility. Agilent shall not be liable for any damages resulting from such use.

l. These Terms and any supplemental terms applicable to the order constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

m. Agilent may assign or transfer any of its rights or obligations under these Terms upon notice in connection with a merger, reorganization, transfer, sale of assets or product lines, demerger or spin-off transaction or change of control or ownership of Agilent, or its permitted successive assignees or transferees.



## AGILENT TERMS OF SALE FOR LEASE TRANSACTIONS

These Terms of Sale for Lease Transactions ("these Terms") govern the sale of Products by Agilent to Customers who will lease or finance ("Lease") such Products to a Lessee. **"Agilent"** means the Agilent entity that issues the Order Confirmation to Customer. **"Customer"** means the legal entity purchasing Products from Agilent and who will in turn lease the Products to an end-user Lessee. **"Lessee"** means the entity which will lease the Products from the Customer for its use as an end-user. **"Order Confirmation"** means the document transmitted by Agilent to Customer acknowledging Customer's Purchase Order and the final price and delivery details of the sale against the Purchase Order. **"Purchase Order"** means Customer's document transmitted to Agilent for the purchase of Products. **"Products"** means the hardware, software, and/or services sold by Agilent to Customer according to the Order Confirmation.

### 1. SALE AND DELIVERY

a. All orders are subject to acceptance by Agilent. These Terms are incorporated into the sale by reference. These apply when Agilent issues the Order Confirmation to Customer and are accepted by Customer when Customer leases the Products to Lessee. These Terms shall take precedence, and supersede any other provision, term and/or condition set forth in the Purchase Order. These Terms, together with the Order Confirmation, constitute the complete agreement for the sale and replaces all prior oral or written communications, representations, understandings, warranties, promises, covenants, and commitments between Customer and Agilent.

b. Prices exclude any applicable sales, value added or similar tax payable by Customer.

c. Unless otherwise indicated on the quotation, prices include shipping and handling charges. Risk of loss will pass to Customer upon delivery while title to Products will pass to Customer only after payment of the invoice.

d. Cancellation of Product orders and Product returns are subject to Agilent's approval and applicable cancellation / return charges in accordance with Agilent Order Cancellation and Product Return Policy, a copy of which may be provided to Customer upon request.

### 2. PAYMENT

a. Customer represents and warrants Lessee has executed a written agreement with Customer, and has received all required documents from Customer, and Lessee is authorized to receive delivery of such Products.

- b. For Products without installation included in the purchase price, acceptance occurs upon delivery. For Products with installation included in the purchase price, acceptance occurs when the Product passes Agilent's installation and test procedures at the Lessee's premises unless Customer has indicated on its Purchase Order that a signed written acceptance on its own form is required. Customer will collect any such acceptance document required from the Lessee within five (5) business days from delivery of Products without installation and within five (5) business days from completed installation of the Product(s). For the avoidance of doubt, installation is considered complete after the Product passes Agilent's installation and test procedures at the Lessee's premises and the Product is deemed accepted on the 6th business day from completed installation, unless (i) Lessee has provided notice in writing of a non-conformance, which Customer will promptly provide to Agilent; or (ii) agreed otherwise with the Customer.
- c. If Lessee schedules or delays installation by Agilent more than thirty (30) calendar days after delivery, Product acceptance will occur on the thirty-first (31st) calendar day after delivery of the Product, unless agreed otherwise with the Customer.
- d. After Product(s) acceptance occurs, Agilent is entitled to invoice Customer for each Product separately, unless agreed otherwise. Payment from Customer to Agilent is due Net-07 days from Agilent's invoice date.

### 3. WARRANTY AND INDEMNITY

- a. Product warranty terms are provided with the Product, on quotations, upon request or at <https://www.agilent.com/en-us/general/warranty-terms>
- b. Each Product receives a global warranty which includes the standard warranty for the country of purchase; provided that where the Product installation



## AGILENT TERMS OF SALE FOR LEASE TRANSACTIONS

is needed and such installation is carried out without Agilent's installation and familiarization support, such global warranty or the standard warranty will not be provided. For clarification Lessee shall be the beneficiary of the Product warranty, and the Lessee may contact Agilent directly for services under the warranty.

c. Agilent warrants the Agilent hardware Product against defects in materials and workmanship and that the Product will conform to Specifications. Agilent warrants that Agilent owned standard Software substantially conforms to the specifications.

d. If Agilent receives notice of a defect or non-conformance during the warranty period, Agilent will, at its option, repair or replace the affected Product. Customer will pay shipping expenses for return of such Product to Agilent. Agilent will pay expenses for shipment of the repaired or replacement Product.

e. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE, AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

f. NEITHER CUSTOMER NOR AGILENT WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWEVER ARISING, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS AND LIMITATIONS IN THIS CLAUSE APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT AGILENT DOES NOT EXCLUDE AND/OR LIMIT LIABILITY FOR DEATH OR BODILY INJURY CAUSED BY THE GROSS NEGLIGENCE OF AGILENT, ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS. NOTHING IN THIS SECTION EXCLUDES THE LIABILITY OF AGILENT FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL TO EXCLUDE LIABILITY.

**4. COMPLIANCE**

a. Customer and Agilent warrant that they are authorized to conduct business, in compliance with applicable laws, rules, regulations, etc. Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer has conducted its own due diligence investigation of the Lessee, including financial condition. Customer expressly agrees not to sell or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws, and Agilent may suspend performance under Section 3 if Lessee is in violation of applicable laws or regulations. Further information on restricted destinations can be obtained from - <https://www.bis.gov/>

b. Agilent may inspect and audit Customer's books and records that are directly relevant to the Product(s). Customer shall provide records reasonably requested by Agilent that are either 1) directly relevant to the transactions, 2) linked to the residual value of equipment which Customer may offer to Agilent for repurchasing purposes or 2) applicable to Customer's obligations under this Agreement within ten (10) working days

c. Customer warrants that it is authorized to provide the lease of Products to the Lessee and will comply with all applicable laws in relation thereto.

**5. LEASE TERMINATION & FIRST RIGHT OF REFUSAL**

If the Lessee elects not to purchase the Products (if applicable) at the conclusion of the Lease term, and Customer intends to sell and/or transfer title and ownership of the Products to another party, Customer will use reasonable efforts to give Agilent the first right of refusal to purchase the Products for a mutually agreed upon purchase price. Customer will notify Agilent at the following email address: to [labasset.returns@agilent.com](mailto:labasset.returns@agilent.com) and provide



## AGILENT TERMS OF SALE FOR LEASE TRANSACTIONS

documentation concerning the original purchase of the Products. Other than for the first right of refusal, such notification is necessary for Agilent to determine validity of warranty (if any) and to determine whether any continuity of service is possible.

### 6. PRIVACY

- a. Agilent will store and use Customer's personal data in accordance with Agilent's Privacy Statement, available at <https://www.agilent.com/home/privacy-policy>.
- b. Where Agilent processes Personal Data on behalf of Customer, unless a separate Data Processing Agreement has been agreed and executed by the Parties, the Data Processing Agreement available here shall apply.  
<https://www.agilent.com/en/contracting-with-agilent/data-processing-agreement>
- c. For purposes of Customer's performance under these Terms, Customer will process non-sensitive personal data that is about an identifiable individual employee or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Agilent and its employees ("Agilent Personal Data"), including but not limited to names, telephone numbers, email addresses and labor and EHS documentation required by law. Customer will process such personal data in accordance with applicable data protection and privacy laws.

### 7. MISCELLANEOUS

- a. Disputes arising in connection with these Terms will be governed by the laws of the state and/or country where the Agilent entity that issued the Order Confirmation is incorporated.
- b. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.
- c. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms



## AGILENT SERVICE TERMS

These Agilent Service Terms ("Terms") along with the applicable description of Service ("Service Exhibit") and the terms indicated on the quotation govern the Service of Products and the license of software updates by Agilent Technologies, Inc. and its subsidiaries ("Agilent"). In the event of a conflict herewith, the Service Exhibit will prevail. "Product" means Agilent or third party hardware or consumable that is supported by Agilent as described, if applicable, in any Service Exhibits. "Service" means any standard service to support Products.

### 1. PARTIES RESPONSIBILITIES

- a. Agilent will perform Service in a professional and workmanlike manner. Agilent will make reasonable efforts to deliver Service in accordance with the quotation or the applicable Service Exhibit and may select qualified and reputable subcontractors to perform Service.
- b. Product must be at current specified revision levels and may require Agilent's certification, at Customer's expense, that Product is in good operating condition.
- c. Product relocation may result in additional Service charges, modified service response times and if moved subject to availability.
- d. Customer must remove products not eligible for Service to enable Agilent to perform Service and may incur additional charges for any extra work caused.
- e. Service does not cover damage, defects or failures caused by: use of non-Agilent media, supplies and other products; site conditions that do not conform to Agilent's specifications; neglect, improper use, fire or water damage, electrical disturbances, transportation, work, or modification by non-Agilent employees or subcontractors, or causes beyond Agilent's control.
- f. Customer is responsible for maintaining a procedure external to the Product to reconstruct lost or altered Customer files, data or programs, and for having a representative present when Agilent provides Service at Customer's site. Customer will notify Agilent if Product is being used in an environment that poses a potential health hazard. Agilent may require Customer to maintain such Product under Agilent supervision.

### 2. ORDERS AND CANCELLATIONS

- a. All orders are subject to acceptance by Agilent.

- b. Unless stated otherwise in the Service Exhibit, cancellation is subject to Agilent's prior consent and any applicable fees, details of which are available on request.
- c. Upon sixty (60) days written notice, Agilent may delete Product no longer included in Agilent's Service offering or may cancel a Service Exhibit.

### 3. SHIPMENT, RISK OF LOSS AND ACCEPTANCE

- a. Customer will pay all expenses for return of Product to the Agilent service center. Agilent will pay expenses for return of Product to Customer via Agilent's standard shipping methods.
- b. Risk of loss and damage for tangible deliverables will pass to Customer at the location specified in the quotation or order acknowledgment. Title to consumables and parts used in Service Products shall pass upon the later of full payment or delivery of such consumables or parts.
- c. Acceptance of Service will occur upon performance.

### 4. PRICE AND PAYMENT

- a. Prices exclude any applicable sales, value added or similar tax payable by Customer.
- b. Payment terms are per the quotation or order acknowledgement and are subject to change if Customer's financial condition or payment records so warrants. Agilent may stop performance if Customer fails to pay any sum due, or fails to perform under this or any other Agilent agreement if, after ten (10) days written notice, the failure has not been cured.

### 5. WARRANTY

- a. Agilent will replace, at no charge, defective parts used in Agilent's repair of Product for ninety (90) days from the date of Service.



## AGILENT SERVICE TERMS

- b. Agilent warrants that software updates will not fail to execute programming instructions due to defects in materials and workmanship when properly installed and used on hardware designated by Agilent. Agilent warrants that Agilent owned standard software updates substantially conform to specifications. Agilent does not warrant that software updates will operate in hardware and software combinations selected by Customer, or meet requirements specified by Customer. Agilent does not warrant that software updates will be uninterrupted or error free.
- c. Agilent Service may use remanufactured parts that are equivalent to new in performance.
- d. The above warranties do not cover defects resulting from improper or inadequate maintenance, installation, repair or calibration performed by Customer or an unauthorized third party; Customer or third party supplied hardware or software, interfacing or supplies; unauthorized modification; improper use or operation outside of the specifications for the Product; abuse, negligence, accident, loss or damage in transit; or improper site preparation.
- e. THE WARRANTIES IN THESE TERMS ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. AGILENT SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 6. LICENSES

Unless license terms are included with the software updates, software updates licensed under these Terms will be subject to the most current applicable underlying license.

## 7. INTELLECTUAL PROPERTY CLAIMS

- a. Agilent will defend or settle any claim against Customer that any deliverable provided under these Terms infringes an intellectual property right provided Customer promptly notifies Agilent in writing and provides control of the defense or settlement, and assistance to Agilent.

- b. In defending or settling an infringement claim under item a, in this Section , Agilent will pay infringement claim defense costs, settlement amounts and court-awarded damages. If such a claim appears likely, Agilent may, at its option, modify or replace the affected deliverable, or procure any necessary license. If Agilent determines that none of these alternatives is reasonably available, Agilent will refund Customer's purchase price.
- c. Agilent has no obligation for any claim of infringement arising from: Agilent's compliance with, or use of, Customer's designs, specifications, instructions or technical information; modifications by Customer or a third party; software update use outside the scope of Agilent specifications or related application notes; or use of the deliverable with products not supplied by Agilent.

## 8. LIMITATION OF LIABILITY AND REMEDIES

- a. In no event will Agilent, its subcontractors or suppliers be liable for special, incidental, indirect or consequential damages (including downtime costs, loss of data, restoration costs, or lost profits) regardless of whether such claims are based on contract, tort, warranty or any other legal theory, even if advised of the possibility of such damages. This exclusion is independent of any remedy set forth in these Terms.
- b. The limitations set forth in item a., above in this section will not apply to infringement claims under the Section titled INTELLECTUAL PROPERTY CLAIMS above, or to damages for bodily injury or death.
- c. The remedies in these Terms are Customer's sole and exclusive remedies.

## 9. INDEMNIFICATION

- a. Agilent will indemnify and hold Customer harmless from and against any third party claims for (i) bodily injury or death, or (ii) direct damage to tangible property, to the extent caused by Agilent's gross negligence or willful misconduct in performing its obligations under these Terms, provided that Agilent is given prompt written notice and the opportunity to control the defense of the claim or settlement, and



## AGILENT SERVICE TERMS

subject to the limitation of liabilities set forth in the Section titled LIMITATION OF LIABILITIES AND REMEDIES.

### 10. TERM AND TERMINATION

- a. An order or a Service agreement may be terminated immediately upon notice in writing (i) by either party, for cause, unless the other party cures the breach within thirty (30) days of written notice of such breach or (ii) by Agilent if Customer fails to pay any sums due as specified in item b., in the Section titled PRICE AND PAYMENT above.
- b. Any order or Service agreement will terminate automatically if either party is subject to a voluntary or involuntary bankruptcy petition, becomes insolvent, is unable to pay its debts as they become due, ceases to do business as a going concern, makes an offer or assignment or compromise for the benefit of creditors, or there is a substantial cessation of its regular course of business, or a receiver or trustee is appointed for such party's assets.
- c. Upon termination in accordance with 10.a. or 10.b. Customer will pay Agilent for all Service performed and charges and expenses incurred by Agilent up to the date of termination. If the sum of such amounts is less than any advance payment received by Agilent, Agilent will refund the difference within thirty (30) days of receipt of an invoice from Customer. Customer will receive all work in progress for which Customer has paid.
- d. Provisions herein which by their nature extend beyond the termination of any Service will remain in effect until fulfilled.

### 11. GENERAL

- a. For purposes of Agilent's performance under these Terms, Agilent will process non-sensitive personal data that is about an identifiable individual or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Customer and its employees, agents and subcontractors ("Customer Personal Data"), including but not limited to names, telephone numbers and email addresses. Agilent will store and use Customer Personal Data in accordance with the terms of this Agreement.

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with Agilent's Privacy Statement available at [www.agilent.com/go/privacy](http://www.agilent.com/go/privacy). Customer shall ensure that Agilent's Privacy Statement is provided to its employees, agents and subcontractors. In the event that Agilent agrees to process personal data on behalf of Customer, both parties agree to comply with all applicable privacy and data protection laws, regulations and codes of practice, including but not limited to those applicable in the parties' country/ies.

- b. Where Agilent processes Personal Data on behalf of Customer, unless a separate Data Processing Agreement has been agreed and executed by the Parties, the Data Processing Agreement available here shall apply <https://www.agilent.com/en/contracting-with-agilent/data-processing-agreement>.
- c. For purposes of Customer's performance under these Terms, Customer will process non-sensitive personal data that is about an identifiable individual employee or allows an individual to be identified directly or indirectly ("Personal Data") and that is relating to Agilent and its employees ("Agilent Personal Data"), including but not limited to names, telephone numbers, email addresses and labor and EHS documentation required by law. Customer will process such personal data in accordance with applicable data protection and privacy laws.
- d. Customer may not assign or transfer a Service agreement without Agilent's prior written consent, which may be subject to applicable charges and terms. Agilent may assign or transfer any of its rights or obligations under these Terms and applicable Service Exhibits upon notice.
- e. The parties agree to comply with applicable laws and regulations. Agilent may suspend performance if Customer is in violation of applicable laws or regulations.
- f. Customer who exports, re-exports, or transfers products, technology or technical data purchased hereunder assumes all responsibility for complying with applicable U.S. and all other laws and regulations ("Applicable Laws"), and for obtaining required export authorizations. Customer expressly agrees not to sell



## AGILENT SERVICE TERMS

or otherwise transfer products, technology or technical data to companies or persons on the Denied Parties List and Specially Designated Nationals and Blocked Persons List, or to any other prohibited parties or restricted destinations listed in Applicable Laws, unless properly authorized by the appropriate government(s). Agilent may suspend performance if Customer is in violation of Applicable Laws. Further information on restricted destinations can be obtained from <https://www.bis.gov/>.

g. To the extent that Agilent is providing Products or Services to Customer which are reimbursable under a federal healthcare program (such as Medicare or Medicaid), Agilent and Customer acknowledge that these Terms are intended to comply with the Anti-Kickback Statute and its related Discount Safe Harbor (42 C.F.R. 10001.952(h)). In order to enable Customer to meet its disclosure obligations that it may have under U.S. federal law, Agilent will provide Customer sufficient discount, rebate and other pricing information that may be relevant to enable Customer to accurately report its actual costs for such products and services. Customer acknowledges that Agilent has informed it that it must report any discounts or rebates that it may receive pursuant to these Terms for such products and services as may be required by applicable law. To the extent that Customer is required to make such reports, it will do so in the applicable manner prescribed by the Discount Safe Harbor and as otherwise required.

h. Use, distribution or disclosure of Products by the U.S. Government is subject to DFARS 227.7202-3 (Rights in Commercial Computer Software), DFARS 252.227-7015 (Technical Data – Commercial Items), and FAR 52.227-19 (Commercial Computer Software-Restricted Rights).

i. Disputes arising in connection with these Terms will be governed by the laws of the State of California.

j. To the extent that any provision or a portion of any provision of these Terms is determined to be illegal or unenforceable, the remainder of these Terms will remain in full force and effect.

k. These Terms and any Service Exhibits attached hereto constitute the entire agreement between Agilent and Customer, and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Customer's additional or different terms and conditions will not apply.

**VENDOR CONTRACT ADDENDUM**  
**Between**  
**PRAIRIE VIEW A&M UNIVERSITY**  
**And**  
**AGILENT TECHNOLOGIES INC.**

This addendum (“Addendum”) amends and supplements the **Maintenance agreement acquired with equipment purchase or standalone purchase** (“Agreement”) between **Prairie View A&M University**, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and **Agilent Technologies Inc., a corporation, and the state of Delaware**. (“PROVIDER”) dated October 20, 2025. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement, and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:  
This contract shall commence upon full execution and shall terminate upon its first anniversary date. This contract includes the option to renew, under the same terms and conditions, for two (2) one-year terms upon (a) PVAMU acceptance of Vendor's quote with pricing current at the time of contract renewal, and (b) Vendor acceptance of a PVAMU purchase order covering that Renewal Term. The total contract may not exceed five (5) years. Either Party may terminate this Agreement for convenience by providing the other Party with written notice not less than thirty (30) days prior to the expiration date of the current term.

**MISCELLANEOUS CLAUSES**

**Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

**Data Privacy.** PROVIDER shall hold PVAMU's data in confidence. PROVIDER shall only use or disclose PVAMU's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. PROVIDER shall restrict disclosure of the PVAMU's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the PVAMU's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) days of discovery, report to PVAMU any use or disclosure of PVAMU's data not authorized by this Agreement or in writing by PVAMU. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the PVAMU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by PVAMU.

PROVIDER must promptly notify PVAMU of any legal request for PVAMU's data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by PVAMU, shall return all PVAMU data to PVAMU in its possession (or in the possession of any of its subcontractors or agents) or delete all such PVAMU data if return is not feasible. PROVIDER shall provide PVAMU with at least ten (10) days' written notice of PROVIDER's intent to delete such PVAMU data, and shall confirm such deletion in writing.

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a "Claim") arising out of or related to (i) an allegation that any of the good or services provided by PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee's gross negligence or willful misconduct.

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER's service to PVAMU. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

**Insurance.** PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

**No Impediments.** PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER's performance of the Services.

**Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU 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:

**PVAMU:**

Prairie View A&M University  
Cooperative Agricultural Research Center  
P.O. Box 519; MS 2008 Building: AGRL Room 137  
Prairie View, TX. 77446-0519  
Attention: Jeneanne Kirven  
Telephone: 9362615078  
Email: [jmkirven@pvamu.edu](mailto:jmkirven@pvamu.edu)

**With a copy to:**

Prairie View A&M University  
P.O. Box 519; M.S. 1311  
Prairie View, Texas 77446-0519  
Telephone: 936-261-1902  
Email: [contracts@pvamu.edu](mailto:contracts@pvamu.edu)

**PROVIDER:**

Agilent Technologies Inc.  
2850 Centerville Road Wilmington DE 19808-1610  
Wilmington DE 19808-1610  
Attention: Matthew Criscuolo  
Telephone: 302-636-8055  
Email: [MATT.CRISCUOLO@AGILENT.COM](mailto:MATT.CRISCUOLO@AGILENT.COM)

**Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver

this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon PVAMU's request, PROVIDER shall promptly deliver to PROVIDER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

**Refund of Deposit/Prepayment.** In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse PVAMU for all advance payments paid by PVAMU to PROVIDER that were (i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from PROVIDER prior to cancellation and/or termination.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

**Termination.** PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

**Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of this Agreement.

**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. Under Section 231.006, *Texas Family Code*, PROVIDER certifies that it is not ineligible to

receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU 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 the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

**Executive Order GA-43.** To the extent that PROVIDER is providing goods to PVAMU under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

**Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

**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.

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is

located.

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

**Loss of Funding.** Performance by PVAMU 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, PVAMU will issue written notice to PROVIDER and PVAMU may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event PVAMU becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 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.

**Prior Employment.** PROVIDER acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates

against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Prompt Payment.** PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**Public Information.** PROVIDER acknowledges that PVAMU 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 PVAMU’s written request, and at no cost to PVAMU, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. PROVIDER acknowledges that PVAMU 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*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

**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.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

*Robert Hall*

Signature

Robert Hall

Name

Director, Procurement and Contract Admin

Title

1/18/2026 | 7:44 PM CST

Date

**AGILENT TECHNOLOGIES INC.**

*Miranda Pierce*

Signature

**Miranda Pierce**

Name

Contracts Specialist

Title

**January 13, 2026**

Date

Quote 5001517881