

**BECKMAN COULTER LIFE SCIENCES
STANDARD SERVICE TERMS AND CONDITIONS**

These Standard Service Terms and Conditions apply to the purchase of Services by the customer ("Customer" "you" or "your") and Beckman Coulter, Inc. ("Beckman Coulter" and "our", "we" or "us"), each a "Party" and collectively the "Parties".

1. SERVICES. The Service Agreement for your Beckman Coulter instruments includes telephone technical support and, as required, parts, labor and travel for on-site service calls during Beckman Coulter's normal business hours ("Services"). The Services, including its limitations and exclusions, are further described in the service description manual. You will make the Equipment available to Beckman Coulter at the agreed upon service time or pay Beckman Coulter an additional charge based on Beckman Coulter's prevailing service rates for the service call. Service fees do not include (i) moving, re-installing, de-installing or decontaminating the Equipment or (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services. If Beckman Coulter can provide remote management software, including diagnostics and other services for the Equipment, including PROService, you must maintain and provide network or other Internet access to the Equipment so Beckman Coulter can remotely access the Equipment. You acknowledge that Beckman Coulter retains ownership of any equipment Beckman Coulter provides for remote diagnostics and services capability.

2. EXCLUDED SERVICES. Beckman Coulter shall not be obligated to provide services under this Agreement for:

- A. Damage to instruments resulting from (i) fire, explosion, flood, or the use of contaminated fluids or chemicals not intended for use in the covered instrument, (ii) Customer's misuse or abuse of such instrument(s), or (iii) the use of parts, supply items, accessories, reagents, or unauthorized modifications not manufactured or sold by Beckman Coulter, or (iv) repair by persons other than personnel authorized by Beckman Coulter, unless such repair by others is made with the written consent of Beckman Coulter, or (v) environmental conditions outside the instrument's operating range, such as temperature, humidity, space, and electrical supply;
- B. The moving, decontamination, de-installation or re-installation of covered instrument(s);
- C. Uninterruptible power systems or line conditioners;
- D. Laboratory Information Systems ("LIS") consultation or troubleshooting. Such LIS service may be provided for a flat fee; or
- E. National Holidays.

3. EQUIPMENT AVAILABILITY. Customer agrees to make the instruments covered under the Agreement available for servicing at the time of each scheduled Preventative Maintenance ("PM") or emergency service call. The Beckman Coulter Service Representative will contact Customer to set a mutually agreeable date and time for each service visit.

4. WARRANTY. Beckman Coulter warrants that the services to be performed hereunder shall be performed in a workmanlike manner and conform to Beckman Coulter's standards and that the parts supplied hereunder shall conform to Beckman Coulter's specifications. THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE AND IS THE ONLY WARRANTY GIVEN BY BECKMAN COULTER. Customer agrees that there are no undertakings, agreements, or representations expressed or implied, not specified in this Agreement and this instrument contains the entire agreement between the parties. Beckman Coulter's sole liability under the foregoing warranty is to reservice the instrument(s) and/or repair or replace the defective part or, at Beckman Coulter's option, return of the sum paid for such services.

5. COSTS INCLUDED. The prices in this Agreement include the cost of labor, travel, and parts, provided that the service is performed during the hours covered in the service plan purchased, e.g., Business Hours Service plan. All on-site service, regardless of the service plan purchased, is provided during regular business hours, unless otherwise agreed by Beckman Coulter and subject to availability of Beckman Coulter service personnel.

6. PAYMENT TERMS; COLLECTION COSTS. Payment shall be made by "Customer" (meaning the person or entity identified on the face of this Agreement) to Beckman Coulter, Inc. ("Beckman Coulter") within thirty (30) days of the date of invoice unless otherwise specified on the invoice. Charges for services not covered by this Agreement will be invoiced separately at the time of occurrence and at the prevailing rates for travel, expenses, parts, and labor.

If Customer fails to pay an invoice by the due date, Beckman Coulter will be entitled to charge Customer a late fee and interest on all amounts due at the rate of the lesser of 1½% per month or the maximum legal interest rate. Customer agrees to pay all collection costs, including without limitation, reasonable attorneys' fees and expenses Beckman Coulter incurs as a result of Customer's failure to pay as provided in this section.

7. PRORATION SCHEDULE. Fifteen percent (15%) of the annual agreement price for each month or part of a month the Agreement is in force, or the actual services rendered, whichever is higher, will be retained by Beckman Coulter in case this Agreement is cancelled prior to its expiration date; any balance will be returned to Customer. If PM is completed, a minimum of 50% will be retained.

8. TERM AND TERMINATION. Once accepted by Beckman Coulter ("Acceptance Date"), this Agreement shall remain in force for the period recorded on the face hereof. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Any service performed prior to the Acceptance Date of this Agreement or performed subsequent to the expiration or termination of this Agreement will be billed at the then current time and materials rate.

9. INDEMNITY AND WAIVER. Beckman Coulter agrees to indemnify and save harmless Customer from and against any and all claims, demands, suits and expenses by reason of injury or death of any person(s) or damage to any property (except as excluded hereafter) solely and directly attributable to the negligent acts or negligent omissions of Beckman Coulter, its agents or employees while on the premises of the Customer and arising out of services provided herein. Customer expressly waives any and all claims against Beckman Coulter (regardless of cause) for all loss or damage resulting from any peril customarily insured under primary and extended coverage insurance policies and for all consequential damages due to loss of profit, loss of goodwill or interruption and/or loss of business or any other cause whatever.

10. CONFIDENTIALITY AND NON-DISCLOSURE. In consideration for Customer granting Beckman Coulter access to Customer's Premises to carry out the service obligations set forth in this Agreement, Beckman Coulter agrees to: (1) hold in confidence any Confidential Information (defined below) that may be incidentally disclosed to Beckman Coulter's employees or observed by Beckman Coulter's employees in the course of accessing Customer's premises; (2) use the Confidential Information only in connection with carrying out the intent of this Agreement; and (3) use the same level of care to prohibit disclosure of the Confidential Information and prohibit the unauthorized use of the Confidential Information as Beckman Coulter uses to protect its own confidential information, but in no event less than reasonable care. Beckman Coulter's confidentiality and non-disclosure obligations do not apply to Confidential Information that: (a) at the time of disclosure by Customer to Beckman Coulter is generally available to the public or in the public domain; (b) after disclosure by Customer to Beckman Coulter, becomes generally available to the public or part of the public domain by publication or otherwise, except by breach of this Agreement by Beckman Coulter; (c) Beckman Coulter can establish by reasonable proof was in its possession at the time of disclosure by Customer or is independently derived by Beckman Coulter or its affiliates without use of or access to the Confidential Information; (d) Beckman Coulter or its affiliated companies receives from a third party having the right to disclose such Confidential Information to Beckman Coulter or such affiliated company and who does not require same to be maintained confidential; (e) is transmitted to Beckman Coulter after Customer has received written notice from Beckman Coulter that Beckman Coulter does not desire to receive further Confidential Information; or (f) is required to be disclosed in compliance with applicable law or regulations or by order of a court or other body of competent jurisdiction, provided that Beckman Coulter gives Customer prompt notice prior to such disclosure. Beckman Coulter's confidentiality and non-disclosure obligations under this Agreement will survive for six (6) years from the effective date of this Agreement. "Confidential Information" means all information, regardless of the format to which it has been reduced and including oral communications, passing from Customer to Beckman Coulter relating to Customer's business, including but not limited to, drawings, know how, techniques, source and object codes, business and marketing plans, projections, arrangements and agreements with third parties, customer information, customer information proprietary to customers, formulae, customer lists, concepts not reduced to material forms, designs, plans, models, software packages and equipment.

11. CAUSES BEYOND CONTROL. Beckman Coulter is not responsible for failure to fulfill its obligations under this Agreement from causes beyond its control.

12. WORKER'S COMPENSATION. Beckman Coulter agrees to maintain Worker's Compensation insurance as may be required by law covering its employees who perform the services.

13. GOVERNING LAW. This Agreement is entered into and shall be governed and construed by the laws of the state in which Customer is principally located.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; however, Customer may not assign any part of this Agreement without the express written consent of Beckman Coulter.

15. COUNTERPARTS. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be an original and all of which shall constitute together but one and the same agreement.

16. OWNERSHIP OF PARTS. All parts, for which Beckman Coulter has supplied a replacement, shall become the property of Beckman Coulter.

17. REMOTE SUPPORT. Service probes remain the property of Beckman Coulter. Beckman Coulter may, at its sole discretion, change the features and services of PROService and BeckmanConnect at any time. Customer is responsible for providing network connection to access the Internet and maintaining responsibility for Internet service and security.

18. DATA PROTECTION. Customer and Beckman Coulter shall comply with data protection laws applicable to their respective processing of personal data under this Agreement. “Personal Data” is any information that can be (a) used to identify directly or indirectly an individual or (b) reasonably expected to link to an individual.

Where Beckman Coulter may process Personal Data stored in Equipment when performing Services, the following provisions shall apply: (a) Customer has the sole and exclusive authority to determine the purposes and means of the processing of Personal Data by Beckman Coulter. Beckman Coulter shall process such Personal Data only for the purposes of providing Services in accordance with Customer’s instructions; (b) Customer shall endeavour to limit the disclosure of Personal Data to Beckman Coulter to that which is reasonably necessary for Beckman Coulter to perform Services; (c) Beckman Coulter shall keep Personal Data confidential and shall implement technical and organizational measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

Prior to returning any Equipment to Beckman Coulter, Customer shall decontaminate it and ensure that all Personal Data that is stored in such Equipment is deleted. Customer acknowledges that, in any case, all data and settings stored in the returned Equipment may be deleted by Beckman Coulter. In the execution of this Agreement the Parties acknowledge that each of them shall process Personal Data of respective personnel and/or their representatives involved in the performance or administration of the Agreement or in response to any applicable regulatory authority request. Personal Data shared between Parties shall be kept secure by the recipient in compliance with this Agreement and applicable data protection laws, including reference to Personal Data transferred outside of the jurisdiction in which it was collected. Both Parties act independently with respect to Personal Data of their personnel and/or their representatives and should inform these individuals that their Personal Data will be shared with the other Party for the purposes of exercising this Agreement. This Agreement shall not constitute data processing by one Party on behalf of the other Party.

If a Party proposes the transfer, sharing or other processing of Personal Data that is not contemplated by this Agreement, the Parties shall, prior to such transfer, sharing or other processing, determine and document the the Parties’ respective roles with regard to that Personal Data in order to identify and facilitate compliance of their respective obligations under applicable data protection laws. The Parties may enter into further agreements with respect to this activity, if applicable.