

EXHIBITS, SCHEDULES AND ATTACHMENTS. All Exhibits, Schedules and Attachments to this Agreement referenced above, together with such additional Exhibits and/or Schedules as may be agreed upon by the mutual written consent of the Parties during the Term of this Agreement, are hereby incorporated into this Agreement.

TERMS AND CONDITIONS OF SERVICES AGREEMENT. This Agreement shall incorporate by this reference those terms and conditions set forth in the attached "Terms and Conditions of University of California Services Agreement".

CLIENT ACKNOWLEDGEMENT. Client acknowledges that it requires the above mentioned Deliverables and has determined that, in order for it to achieve the Requirements specified above, it is in Client's best interests to contract with University to provide the Deliverables.

NOW THEREFORE, for in and in consideration of the mutual covenants, conditions and restrictions set forth herein, the Parties have executed this agreement as evidenced by the signatures below.

UNIVERSITY

The Regents of the University of California
on behalf of its Los Angeles Campus

CLIENT

Client Name

By: Name
Its: Title or Position
Date: _____

By: Name
Its: Title or Position
Date: _____

TERMS AND CONDITIONS OF UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT

1. RESPONSIBILITIES OF UNIVERSITY

1.1. Deliverables. As requested by the Client, University shall provide and/or deliver to the Client the "Deliverables" specified herein and in all Exhibits, Schedules and Attachments hereto, together with such other Deliverables as agreed to, in writing, by the Parties.

Except as otherwise agreed in writing between the Parties, University shall not be responsible for providing any Deliverables to anyone other than Client.

1.2. Performance Schedule. The Deliverables shall be delivered by University to Client in accordance with the schedules outlined herein and all Exhibits, Schedules and Attachments hereto. While University will use reasonable commercial efforts to maintain such performance schedules, all performance dates are approximate and not guaranteed.

1.3. Location of Services. Unless otherwise agreed to, in writing, by the Parties, work performed by University in connection with the Deliverables provided under this Agreement will be performed at the Location specified herein.

2. RESPONSIBILITIES OF CLIENT

2.1. Submission of Complete and Accurate Information. All information provided by Client concerning Client's Requirements shall be complete and accurate. Client will use its best efforts to cooperate in providing any additional information required in order for University to provide the Deliverables specified above.

2.2. Shipment and Delivery. Client shall be responsible for the cost of shipping all Deliverables specified herein and in all Exhibits, Schedules and Attachments hereto (including, without limitation, costs of insurance and other related costs).

Shipment shall be sent FOB (Client or University, as applicable). University, at its option, shall not be bound to tender delivery of any Deliverables for which Client has not provided shipping Instructions and other required information. If the delivery of Deliverables is postponed or delayed by Client for any reason (for example, if a delay in delivery is requested), Client agrees to reimburse University for any and all storage costs and other additional expenses resulting therefrom.

Unless otherwise stipulated herein, for all shipments and deliveries, risk of loss and legal title shall pass from University to Client upon delivery to and receipt by carrier at University's shipping point.

Notwithstanding the above, risk of loss and legal title to Deliverables shall transfer to Client: (i) when delivered by the party providing the Deliverables; or (ii) at the time Deliverables are placed in storage due to Client's delay or postponement.

Any claims for shortages of or damages to Deliverables suffered in transit are the responsibility of Client and shall be submitted by Client directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

2.3. Compliance. Client represents that it will adhere to applicable laws and regulations. Without limiting the scope of the indemnification provided in Section 6.1 below, Client shall indemnify, defend and hold harmless University, its officers and employees from and against any liability, loss, damage, claim, fine or expense, including costs and reasonable attorneys' fees, arising from (i) any actual or alleged billing errors, false claims, or insurance fraud relating to claims made by Client related to Deliverables provided by University (ii) any illegal use of any Deliverables by Client following delivery.

3. COMPENSATION AND BILLING

3.1. Client Billing. Client shall pay University for the Deliverables provided in accordance with the fee schedule set forth herein and all Exhibits, Schedules and Attachments hereto. Unless otherwise specified herein, Client shall pay University within thirty (30) days of the date of an invoice received by Client from University. University will use its best efforts to provide Client with a revised fee schedule thirty (30) days prior to effective date of any changes in fees. Unless Client specified otherwise in writing, University shall submit invoices to Client at the address specified in the Agreement above.

3.2. Service Charge. Client agrees to pay University a one percent (1%) service charge per month for any payments that are not made within thirty (30) days.

3.3. Payments. All payments from Client to University should be made payable to **UC Regents** and mailed to the address specified above, unless otherwise specified by University in an applicable payment schedule or in separate signed instructions from University.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement shall be for a period not to exceed one (1) year, commencing on the Start Date specified above and expiring on the End Date specified above, unless earlier terminated, as set forth herein.

4.2. Termination without Cause. Either Party may terminate this Agreement, any increment thereof, and/or any Deliverable(s) required hereunder, without cause, at any time upon a minimum of thirty (30) days' advance written notice to the other Party. In the event of such termination without cause, Client shall be entitled to a refund of any fees paid to University as of the date of termination for which Deliverables have not been delivered; provided, however, that Client shall pay all costs, expenses and charges specified in the paragraph below.

In the event that Client terminates this Agreement, any increment thereof, and/or any Deliverable(s) required hereunder, without cause, pursuant to this Section 4.2, Client shall be responsible for payment to University of University's cancellation charges which may include, without limitation, all direct and indirect costs and expenses incurred as of the date of termination and charges to cover commitments made by University as of the date of termination. University's determination of such cancellation charges shall be conclusive.

4.3 Termination with Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party ten (10) days prior written notice of such breach. If such breach is not cured by the breaching Party within ten (10) days of receipt of the notice, this Agreement may be terminated at the option of the non-breaching Party. If Client is more than thirty (30) days delinquent in any payment due under this Agreement, such delinquency shall constitute a "material breach" of this Agreement and University shall be entitled to terminate this Agreement for cause as provided above. Client will be responsible for any costs and legal fees resulting from any collection of fees and charges required under this Agreement.

5. STATUS OF THE PARTIES

5.1. Independent Contractor Status. It is the express intention of the Parties that the legal status of University, with respect to Client, shall be that of an independent contractor and that this Agreement does not create a partnership, joint venture, or a cost-sharing arrangement between the Parties. Neither Party shall have the authority to represent the other or enter into agreements on behalf of the other Party.

5.2. Interpretation and Analysis. Unless specifically identified as a Deliverable hereunder, University will not provide expert interpretation or analysis of the Deliverables beyond the scope of the Reports specified herein.

6. INDEMNIFICATION

6.1. Indemnification by Client. Client shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of Client, its officers, employees, or agents.

6.2. Indemnification by University. University shall defend, indemnify and hold Client, its officers, employees and agents harmless from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by, or result from, the negligent or intentional acts or omissions of University, its officers, employees, or agents.

7. USE OF NAME

The Parties agree that they shall not use the name of the other without prior written approval of an authorized representative of that Party, including without limitation the names University, the University of California, or similar references to the Regents of the University of California, its officers, employees or facilities.

8. GENERAL

8.1. Representatives/Notice. The representatives of the Parties for purposes of exchanging information and receiving notices under this Agreement, as well as the addresses for such representatives shall be as specified above. Each Party reserves the right to change representatives, upon written notice to the other Party. Any written notification required hereunder shall be personally served or mailed by certified mail, return receipt requested, to such representatives at the specified address.

8.2. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, and subject to the laws of the State of California.

8.3. Severability. If any term, provision, covenant or condition of this Agreement, or any Exhibit, Schedule or Attachment hereto, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereto shall remain in full force and effect and shall in no way be affected, impaired or invalidated as a result of such decision.

8.4. Assignment. Neither Party may assign, delegate nor transfer, in any manner, the obligations or rights set forth herein without the prior written consent of the other Party.

8.5. Amendments. This Agreement, or any part of it, may be amended only by the mutual written consent of the duly authorized representatives of the Parties, unless otherwise provided herein.

8.6. Entire Agreement. This Agreement, together with all Exhibits, Schedules and Attachments hereto, is the entire agreement between the Parties relating to the subject matter of the Agreement and shall supersede all prior arrangements, negotiations, and understandings between the Parties, whether oral or written. No waiver of any term, provision or condition of this Agreement shall be deemed to be, or shall constitute a continuing waiver of any term, and no waiver of any present condition shall constitute a waiver of such condition occurring in the future.

8.7. Excusable Delay. In the event of a delay caused by any cause beyond the reasonable control of University, University's performance hereunder shall be excused for the periods of time attributable to such a delay, in which event the Client's obligation to pay for past or continuing costs shall not be suspended.

8.8. Third Parties. This Agreement is not intended and shall not be construed to create any rights, or rights of enforcement, for any third party.

8.9. Exhibits, Schedules and Attachments. In the event that any provision of this Agreement conflicts with the terms of any Exhibit, Schedule or Attachment to this Agreement, the Exhibit, Schedule or Attachment shall control with respect to the subject matter of such Exhibit, Schedule or Attachment.

8.10. Ownership Rights. Client will own the Deliverables provided hereunder upon payment in full of the amounts owed under the Agreement; provided, however, that University reserves the right to use the Deliverables for University educational and research purposes. Any improvements in methodology, discoveries, inventions, copyrightable work, equipment or process developed solely by University during the course of performance under this Agreement, which can be used independently of providing the Deliverables specified herein shall be the sole property of University.

8.11. Ability to Enter Agreement. Each Party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

8.12. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

8.13. Standards. University shall provide the Deliverables in accordance with applicable laws and policies of the University of California.

9. WARRANTIES AND LIMITATIONS OF LIABILITY.

9.1. LIMITED WARRANTY. Subject to the limitations of Section 9.3 below, University warrants that it will provide the Deliverables as described herein and will exercise reasonable skill, care and due diligence in the provision of the Deliverables. University warrants that all Materials provided under this Agreement shall be free from faulty workmanship for a period of thirty (30) days from delivery of the Materials.

EXCEPT AS SPECIFIED ABOVE, MATERIALS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER.

THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY UNIVERSITY WITH RESPECT TO THE DELIVERABLES AND

IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO UNIVERSITY IN SPECIFICATIONS, DRAWINGS OR OTHERWISE. CLIENT SHOULD DETERMINE INDEPENDENTLY WHETHER DELIVERABLES PROVIDED HEREUNDER ARE SUITABLE FOR THE PARTICULAR USE INTENDED BY CLIENT.

THIS WARRANTY DOES NOT EXTEND TO ANY LOSSES OR DAMAGES DUE TO MISUSE, ACCIDENT, ABUSE, NEGLIGENCE, NORMAL WEAR AND TEAR, NEGLIGENCE (OTHER THAN UNIVERSITY'S), UNAUTHORIZED MODIFICATION OR ALTERATION, USE BEYOND RATED CAPACITY, UNSUITABLE POWER SOURCES OR ENVIRONMENTAL CONDITIONS, IMPROPER INSTALLATION, REPAIR, HANDLING, MAINTENANCE OR APPLICATION OR ANY OTHER CAUSE NOT THE FAULT OF UNIVERSITY.

TO THE EXTENT THAT CLIENT OR ITS AGENTS HAVE SUPPLIED SPECIFICATIONS, INFORMATION, REPRESENTATION OF OPERATING CONDITIONS OR OTHER DATA TO UNIVERSITY THAT IS USED IN: (i) THE SELECTION OF THE DELIVERABLES AND (ii) THE PREPARATION OF UNIVERSITY'S QUOTATION AND/OR SCOPE OF WORK, AND IN THE EVENT THAT ACTUAL OPERATING CONDITIONS OR OTHER CONDITIONS DIFFER FROM THOSE REPRESENTED BY CLIENT, ANY WARRANTIES OR OTHER PROVISIONS CONTAINED HEREIN, THAT ARE AFFECTED BY SUCH CONDITIONS, SHALL BE NULL AND VOID.

CLIENT ASSUMES ALL OTHER RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE USE OF DELIVERABLES, EITHER ALONE OR IN COMBINATION WITH OTHER ITEMS.

9.2. LIMITATION OF REMEDY AND LIABILITY. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER (OTHER THAN THE WARRANTY PROVIDED UNDER SECTION 9.1) SHALL BE LIMITED TO, AT UNIVERSITY'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE DELIVERABLES FOUND BY UNIVERSITY TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR DELIVERABLES.

UNIVERSITY SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF CLIENT SET FORTH HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL UNIVERSITY'S LIABILITY TO CLIENT AND/OR CLIENT'S CUSTOMERS EXCEED THE PRICE PAID BY CLIENT FOR THE SPECIFIC DELIVERABLES PROVIDED BY UNIVERSITY GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

CLIENT AGREES THAT UNIVERSITY'S LIABILITY TO CLIENT AND/OR CLIENT'S CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

The term "consequential damages" shall include, but not be limited to: (i) loss of anticipated profits; (ii) business interruption; (iii) loss of use, revenue, reputation and data; (iv) and costs

incurred (including, without limitation, for capital, fuel, power and loss or damage to property or equipment).

Client expressly acknowledges and agrees that University has set its prices and entered into this Agreement in reliance upon the limitations of liability and other terms and conditions specified herein, which allocate the risk between University and Client and form a basis of this bargain between the Parties.

Except where such technical advice is specified as a Deliverable hereunder, it is expressly understood that any technical advice furnished by University with respect to the use of Deliverables is given without charge, and University assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Client's risk.

9.3. NUCLEAR/CLINICAL CARE. DELIVERABLES SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR OR CLINICAL CARE APPLICATIONS.

Client accepts Deliverables with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users of the Deliverables, and agrees to defend, indemnify and hold harmless University from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that University's liability is based on negligence or strict liability.

10. LIABILITY FOR UNIVERSITY FURNISHED EQUIPMENT OR OTHER PROPERTY. Client assumes complete liability for any equipment, tooling, articles or material furnished by University to Client in connection with this Agreement and Client agrees to pay for the repair of any damage caused by Client to any such equipment, tooling, articles or material. The furnishing to Client of any such items under this Agreement shall not, unless otherwise expressly provided in writing, be construed to vest title thereto in Client.



EXHIBIT A, B, C, etc. TO UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT

Click & Type

Please Initial Here to Accept

University

Client



SCHEDULE 1, 2, 3, etc. TO UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA) SERVICES AGREEMENT

Click & Type

Please Initial Here to Accept

University

Client