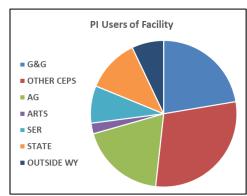
- (i) CEPS Engineering Initiative: Proposal to Fund Maintenance Contracts for the Ion Chromatograph and ICP Mass Spectrometer Housed in the Geochemical Analytical Lab Facility
- (ii) Team Leader: Janet Dewey, Geology and Geophysics
   Team Members: John Kaszuba, Geology and Geophysics; Maohong Fan, Energy and Petroleum Engineering
- (iii) Total Amount Requested: \$35,155.71

## (iv) **Project Description**:

Overview: The Geochemical Analytical core Lab (GAL), housed in the Department of Geology and Geophysics, provides research support for Engineering-related research such as carbon capture utilization and storage (CCUS), reservoir reactions and kinetics, REE extraction, water and wastewater treatment, geochemistry of thermal waters and springs, contaminant release, and synthesis of ionic liquids. Research support is provided in the form of access to and training for analytical instruments such as inductively coupled plasma optical emission spectrometer (ICPOES); inductively coupled plasma mass spectrometer (ICPMS); dual channel ion chromatograph (IC); gas sorption analyzer (BET); macro-thermogravimetric analyzer (TGA); and microwave digestion. These instruments allow us to measure concentrations and forms of

many different elements and chemical compounds in various liquid matrices (waters, acids, brines, etc.) and those derived from solids (e.g. coal, plant tissue, soil, sediment, and pulverized rock. Janet Dewey has managed the GAL since 2011. These instruments belong to a core facility and are available for general use across the College and University however primary users of this facility have historically been from Engineering disciplines and with the restructuring of the College, more than 50% of facility use is by PIs in CEPS.



What is being requested: We request \$35,155.71 to cover the cost of a bundled annual maintenance contract for the ICS 6000 ion chromatograph (purchased with 2024 Engineering Initiative funds) and the ICPMS. Combining instruments into a single maintenance contract offers significant benefits, including improved clarity and simplicity of contract coverage, simplified purchasing processes (one legal contract instead of two), better fiscal understanding (coverage dates match which helps with budgeting), and enhanced maintenance scheduling.

Why it is being requested: Pre-Covid, instrument service contract cost increases used to be predictable at 5% per year. Since the onset of Covid, these costs have dramatically increased. In the past year alone, the maintenance contract for the ICPOES has increased 16% and the maintenance contract for the ICPMS has increased 9%. We purchased the IC in 2024, so numbers for that instrument are not yet available. Furthermore, the increase in cost of

consumables for these instruments is linked to commodity values, which are volatile in today's inflationary market. Increases in consumable costs have outpaced that of the service contracts (approaching 30 - 50% for many items). The GAL is a cost reimbursement center that must set fees annually in January for the next fiscal year, which puts us months behind in terms of tracking our cost increases. Last year, Trina Pfeiffer at SER contributed a portion of maintenance contract costs, but this is not sustainable. While we will ultimately have to pass on the increased cost to the client, the ability of research grants to keep pace with cost-reimbursement requirements is limited. Assistance from CEPS with the service contracts for the upcoming year will enable us to increase pricing more gradually.

**How it will benefit the College:** Both of these instruments are workhorses for CEPS faculty. In the past two years alone, eleven CEPS faculty\* (not counting those in Geology and Geophysics) have depended upon GAL instruments for their research. The ability to maintain service contracts is critical to minimizing instrument downtime.

**How it contributes to the Tier 1 Engineering Initiative**: This instrument contributes to all four goals of the Tier 1 Engineering Initiative, as follows:

- <u>Excellence in Undergraduate Education</u> Kaszuba and Dewey faculty have mentored many undergraduates who use these instruments to conduct their own independent research. For example, Jacob Chadwick, a Chemical Engineering undergraduate, routinely uses the ICPMS and ICPOES to support his research in extraction of REEs from coal and fly ash. Method development and training are key to his success.
- World-Class Research and Graduate Education The research team has produced a number of students who conducted world class research as evidenced in our high-profile publications. Additionally, GAL instruments are teaching tools for GEOL 5410 and 5852 Applied Geochemical Analysis taught by Dewey. Students learning from and using these instruments in their research have secured jobs in National Labs, industry, R&D, higher education, and environmental management. The ability to ensure the instruments are running as needed for courses and research depends on securing maintenance contracts.
- <u>Productive Economic Development through Partnerships</u> Kaszuba's research group
  projects are largely funded by industry. Dewey supports state agencies (e.g. WSGS and DEQ)
  and industry partners (e.g. Wyoming breweries) to develop methods to extract and protect
  state resources. Fan's research is supported by energy companies that endeavor to
  overcome technical challenges in clean energy production.
- <u>K-14 STEM Education</u>: The facility also supports K-12 research for example; the GAL facility has hosted two Greybull HS students: one of whom developed a novel method (and is pursuing a patent) for reducing groundwater contamination from coal fly ash (CFA) and another who is researching the impact of CFA leachate on *Daphnia spp*. These Wyoming students are the type that we hope will matriculate to UW.

**Budget**: The cost of the bundled contract is \$35,155.71. A formal quote is attached.

1400 Northpoint Pkwy Ste 50 West Palm Beach, FL 33407-1976

SERVICE PLAN QUOTATION		
QUOTATION Number:	22194191 / 7	
Coverage Start Date:	June 26, 2025	
Coverage End Date:	June 25, 2026	
Quotation Expires:	June 26, 2025	

JANET DEWEY UNIVERSITY OF WYOMING 16TH AND GIBBON STREET LARAMIE WY 82071-3663

Phone: Fax:

JDEWEY2@UWYO.EDU Email:

Dear JANET DEWEY.

Thank you for being a valued Thermo Fisher Scientific customer. The current coverage for your instrumentation will expire in the coming months.

The following details a Service Plan that will help you gain the greatest value from your technology investment.

Some key benefits of purchasing a Service Plan for your instrument may include:

- 50% faster onsite response time with 30-40% reduced downtime compared to billable customers
- 35% remote resolution of issues with exclusive access to enhanced technical support with digital remote support tools Priority access to more than 2,000 field service professionals with an average of 18 years' experience

I ask that you please review the following proposal. If you wish to purchase the Service Plan, please forward the following via email (preferred) or fax to my attention:

- A signed copy of the proposalA copy of the respective Purchase Order
  - Ensuring the PO reflects Thermo Electron North America LLC as the vendor/supplier
  - Referencing this proposal number on the PO

Please review the Equipment Location Summary at the end of the proposal to ensure accuracy. For any questions or revisions, please contact me.

On behalf of our team, thank you for choosing Thermo Fisher to be your preferred service provider.

Sincerely,

JESSICA REBHOLZ, SR. TERRITORY MANAGER Tel #: 205-234-9816 Email: JESS.REBHOLZ@THERMOFISHER.COM



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JANET DEWEY UNIVERSITY OF WYOMING 16TH AND GIBBON STREET LARAMIE WY 82071-3663

Phone: Fax:

Email: JDEWEY2@UWYO.EDU

Customer agrees to make full payment within thirty days of invoice. Alternative payments are available at an additional finance fee. Prices shown on this sheet are exclusive of all state, local, use, excise and/or other taxes.

Material	Material Description		Serial Number	Prid	ce	
EXR0749	22 Coverage:	REFURB, ASSY,AS-AP AUTOS Essential Plan - Ion Chrom	SAMPLER, SYSTEM	19060360	2,854.00	USD
074922	Coverage:	AS-AP Autosampler with Temperature Contr Essential Plan - Ion Chrom		21093166	2,854.00	USD
074922	Coverage:	AS-AP Autosampler with Tempe Essential Plan - Ion Chrom	erature Contr	DX11080191	2,854.00	USD
0731289	Coverage:	iCAP RQ Quadrupole ICP-MS Spectrometer w Essential Plan - ICP/MS		ICAPRQ01240	17,689.00	USD
22181-60	009 Coverage:	PROD,DP,STD,QUAT-ISO,+DG Essential Plan - Ion Chrom Coverage start date: Coverage end date:	AS,ICS6  August 28, 2025  June 25, 2026	23116123	4,823.45	USD
079829	Coverage:	CD Conductivity Detector, ICS-3 Standard Options Plan-lon Ch Coverage start date: Coverage end date:	B/ICS-5 nromatography August 28, 2025 June 25, 2026	24059290	533.82	USD
079829	Coverage:	CD Conductivity Detector, ICS-3 Standard Options Plan-lon Ch Coverage start date: Coverage end date:	B/ICS-5 nromatography August 28, 2025 June 25, 2026	24079127	533.82	USD
22181-60	040 Coverage:	ASSY,DC,ICS6,STD TEMP Essential Plan - Ion Chrom Coverage start date: Coverage end date:	August 28, 2025 June 25, 2026	23126080	3,013.62	USD

#### NOTES:

NOTE: A billable pre-inspection visit of system s/n 19030236 is required prior to support plan acceptance. Upon support plan purchase a preventive maintenance entitlement will be used in lieu of the billable Pre-inspection requirement. This initial service event will fulfill the PM entitlement under the contract and is required to be completed within 30 days or the contract may be cancelled. If any parts or additional labor are required to repair the system during this initial inspection/PM visit, they will be billed at our current U.S. list price outside of the contract.

Service Plan Sub-Total	35,155.71	USD
Service Plan Total	35,155.71	USD

<sup>\*\*\*</sup>PRE-INSPECTION REQUIRED\*\*\*

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**ACCEPTANCE OF SERVICE PLAN** 

Thermo Fisher Scientific looks forward to providing service on those instruments specified above subject to the terms and conditions stated on the attached document. As an authorized representative of the Buyer, your signature below creates an Agreement to buy the services listed above and your acceptance of the Terms and Conditions on the following pages as the sole and exclusive terms for your purchase. If you have questions, please contact me.

Please be advised that our legal department's contract review policy does not allow for the review or acceptance of customer terms for Service Plan engagements below \$20,000. The rationale for this policy is to expedite the sales process and reduce the possibility of accepting onerous terms for low dollar value contracts. We are willing to entertain in good faith proposed edits to our standard terms if you are inclined to propose reasonable changes. As alternative to the exchange and review of edited commercial terms, we may agree to have neither party sign any terms and rely on the terms applied under the relevant version of the Uniform Commercial Code.

UNIVERSITY OF WYOMING	Thermo Electron North America, LLC

Signature	Date	Signature	Date
PO Number		_	

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#### OPTIONS PLAN ~ ION CHROMATOGRAPHY

The entitlements and exclusions of the Options plan are the same as those of the support plan for the main instrument

#### UNITY LAB SERVICES ESSENTIAL SERVICE PLAN

#### Plan Features:

- ~ Field Service Engineer labor, travel, and parts required for Corrective Maintenance visits with a targeted response time of 3 business days
- Priority status for technical support inquiries with a targeted immediate response time. A certified service engineer will conduct diagnosis and Corrective Maintenance procedures using the latest digital remote support tools
- One (1) scheduled annual standard Preventive Maintenance visit (standard PM kit included) Access to Unity Lab Services Online Knowledge Base
- ~ 10% discount on spare parts (not covered by corrective maintenance), accessories, and consumables for the instruments covered under this contract and during the effective period of this contract (please ask for the discount when contacting your local Thermo Fisher Scientific parts ordering department)
- Software and firmware updates upon request and in conjunction with a scheduled Preventive Maintenance or Corrective Maintenance visit (updates are defined as changes of the existing software version that are intended to improve its performance)
- 10% discount off list price for the training classes purchased during the contract validity period. May not be available in all locations or used in conjunction with any other discounts or promotions (please check availability with your local Thermo Fisher sales representative or customer service team)

#### Optional Add-on Services:

- Purchase of an Operational Qualification (OQ) with this contract includes an Instrument Requalification (RQ) in conjunction with a scheduled Corrective Maintenance. Scope of RQ testing is defined in the Unity Lab Services Re-Qualification Testing Matrix
- Purchase of an additional Preventive Maintenance with this contract available at a reduced price

(For details on plan exclusion please refer to www.unitylabservices.com/contractexclusions)

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## TERMS AND CONDITIONS OF SALE FOR PRODUCTS AND SERVICES

GENERAL. Thermo Electron North America LLC ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") and/or annual support plans ("Support Plan(s)") and billable services ("Technical Support") (Support Plans and Technical Support may be referred to collectively as "Services"] as listed on the face hereof on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein ("Agreement"). Any new or different provisions contained in any document is said by Buyer in response to this offer are expressly rejected, and if Buyer's response is deemed to be an offer, this document is a rejection of Buyer's offer and a counter offer by Seller and shall not constitute acceptance of any proposal by Buyer. Buyer's receipt of Products or Seller's commencement of Services hereunder will constitute Buyer's acceptance of this Agreement. This is the final, complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase of Products and Services specified herein, which terms may not be altered in any way by Buyer's purchase of terms. No waiver, consent, modification, amendment or change of the terms sectorial manual support plans and such proposals or contained in any subsequent communication from Buyer will not be a waiver for the terms set forth herein and all such proposals contained in an Buyer's purchase of terms and the terms set forth herein and all such proposals contained in an Buyer's purchase of terms and the terms set forth herein and all such proposals contained in an Buyer's purchase of the terms and the terms set forth herein and all such proposals contained in an Buyer's purchase of the terms and the terms set forth herein and all such proposals contained in an Buyer's purchase of the terms and the terms set of the terms and all such proposals contained in an Buyer's purchase of

TAXES AND OTHER CHARGES. Prices for the Products and Services exclude all sales, use, value added and other taxes and duties imposed with respect to me sale, usinvery, ut use unapproached or services covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.

4. TERMS OF PAYMENT. Seller may invoice Buyer immediately for the single lump sum amount equal to the total charges for the initial Term of a Support Plan, upon shipment of Products or upon completion of Technical Support for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. International Technical Support may regive payment in advance. Buyer will grant a security interest in the Products sold under this Agreement until payment of the full purchase price to Seller in accordance with Article 9-103 of Uniform Commercial Code-Secured Transactions. If Buyer falls to pay any amounts when due, Buyer shall pay Seller interest thereon at the greater of a periodic rate of one and one-half percent (1.5%) per month or the highest rate stipulated by applicable law, together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that its satisfactory to the payment specified. All payments shall be made in U.S. Dollars unless otherwise specified in Seller's invoice.

5.A. PRODUCT DELIVERY. All Products will be shipped to the destination specified by Buyer for specific shipping point or Seller's distribution facility, as applicable, which will vary depending on Product type and availability and may incl

cnarges, and insure the shipment or accept the risk if the item is lost or damaged in shipment. In addition, Seller reserves the right to charge the Buyer the list price for missing components or subassemblies when incomplete items are returned to Seller. Authorized returns of any unused items which are free from material defects to Seller, in its sole discretion, may be subject to a twenty percent (20%) restocking charge. Requests by Buyer to delay, postpone or suspend on-site Services, due to no fault of Seller, shall be subject to Seller's ability to recall its service representatives and to cancel and/or reschedule of any of their travel arrangements; and provided that, Buyer pays any and all additional costs (including, Travel Time and expenses) incurred by Seller as a result of the Services being postponed or suspended by Buyer. Cancellation of scheduled Services may be subject to a cancellation fee of twenty percent (20%) if Seller is notified less than 7 business days prior to the scheduled date of service.

6. DELIVERY OF SERVICES. Except as otherwise stated on the face hereof, all Services will be provided by Seller or its agent between the hours of 8:00 a.m. and 5:00 p.m. local standard time, Monday through Friday, excluding Seller's bnididays, either at Seller's principal offices or, at Seller's option, at Buyer's installation address. If Seller advises Buyer that Services should be performed at Seller's feality, Buyer will properly package the Products to prevent damage, clearly mark the RMA number on the outer packaging, and ship it, via postage/freight prepaid, back to Buyer's installation address stated on the quotation, or to such other address as Buyer requests. In the event Buyer requires expedited delivery, such delivery such delivery sepances. If Seller advises Buyer that Services should be performed at Buyer's site, Buyer will use its best efforts to provide Seller with all requested diagnostic information for any products requiring Services; and subject to compliance with Buyer's reasonab

thereof, as the case may be. All risk of loss or damage to Buyer's products being transported for Services shall remain with Buyer during shipment to and from the Buyer's site and during Seller's performance of Services hereunder.

8. WARRANTIES. Seller's sole obligation with respect to the Services is to provide the quoted Services in a workmanlike manner and if Buyer provides notice of defect in Service within ninety (90) days of completion of such Services, Seller will, at its sole option, either reperform the Services without charge to Buyer or grant Buyer a credit for the amount paid by Buyer with respect to such Service. Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the Product so and the product of the set of the product set of the product is not specified in Seller's Product decommendation, published specifications, or package inserts, the Warranty Period of or new instruments is twelve (12) months from the date of shipment to Buyer; and for all other Products is ninety (90) days from the date of shipment During the Warranty Period. Seller agrees to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with Seller's published specifications; provided that Buyer (a) promptly notifies Seller in writing upon the discovery of any covered defect in the Product, including the Product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller seriew, Seller will provide Buyer with an RMA number and services data, which may include biohazard decontamination procedures and other Products and the selection of Seller. All replaced parts

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malfunctions if the fault is not with the equipment. If Seller determines that Products for which Buyer requested warranty services are not covered by this warranty, Buyer will pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides Services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS AND/OR SERVICES. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT FOR SELLER TO REPAIR OR REPLACE A DEFECTIVE PRODUCT OR TO REPERFORM OR CREDIT THE PRICE OF DEFECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER FOR SUCH DEFECTIVE PRODUCTS OR SERVICES UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NONINFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. RESULT.

RESULT.

9. INDEMNIFICATION.

9.1 By Seller. Seller will indemnify, defend and save Buyer, its officers, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees) ("Indemnified Items") asserted by another party against Buyer for (i) bodily injury to or death of persons or damage to tangible property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of Services at Buyer's premises under this Agreement; and (ii) claims that a Product infiringes any U.S. patent, copyright or trade secret; provided, however, Seller's liability under this Section does not extend to any such Indemnified Items caused by either (u) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (v) by any third party, (w) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing, (x) Seller's compliance with Buyer's designs, specifications or instructions, (y) use of the Product in an application or environment for which it was not designed, or (z) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer will promptly notify Seller in writing of any claim covered by Seller's indemnification obligations hereunder. Seller may assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer and seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies

CLAIMS DESCRIBED HEREIN.

9.2 By Buyer. Buyer will indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Selfer's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's

contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product alone would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder (i.e., firmware), Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the word "buyer" or similar or derivative words are understood and agreed to mean "licenses", Notwithstanding anything to the contrary contained herein, Seller or its licenses, and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licenses", and that the word "Buyer" or similar or derivative words are un

3. SUPPORT PLAN TERMS AND CONDITIONS.
A. General. In the event Buyer purchases a Support Plan from Seller under this Agreement, Seller agrees to maintain and/or repair those Products or instruments identified on the face hereof as covered under a Support Plan ("Covered Equipment") in a manner consistent with the specifications and entitlements included in the purchased Support Plan as specified by Seller on the face hereof, which may include various levels of service at the Buyer's site(s) and/or Seller's Depot Repair locations and are purchased separate from the original Product Warranty above (the "Support Service(s)"). The Support Services will only be valid for Covered Equipment within the Region covered by the Plan (e.g. 48 contiguous U.S.), Monday through Friday (excluding Seller's holidays) during the hours of 8:00 a.m. to 5:00 p.m. local standard time ("Normal Hours") during the term of the Agreement. The Covered Equipment must be operated according to the manufacturer's supplied instructions, including without limitation the Operator's Manual(s) and any malfunction must be promptly reported to Seller. Support Service calls requested outside of Normal Hours or for any non-Covered Equipment or to for services not included in the Support Plan will be billed at Seller's standard rates for Technical Support in effect at the time of Buyer's request. Seller reserves the exclusive right to determine the assignment of its employees in the performance of Support Services.

B. Term. (a) Unless terminated sooner by either Party, the term of the Support Plan shall commence on the date of invoice and end on the one year anniversary of such date (the "Initial Term"): provided, that the then-current term shall automatically renew for additional one year periods (each such extension, a "Renewal Term", and, collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Term and such invoice shall reflec

Buyer.

C. Pricing and Pricing Assumptions. Except as otherwise agreed in writing, the annual charge for each Renewal will be Thermo Fisher's standard support plan rates in effect at the start of the Renewal. All Support Plan pricing is based on the assumption that the Covered Equipment operates in accordance with product specifications as of the coverage start date; therefore, prior to the start of each Term and Renewal, Seller reserves the right to verify and correct the condition of the Covered Equipment and invoice Buyer at Seller's current billable rates for any Support Services deemed reasonably necessary to bring the Covered Equipment into good operating condition. Notwithstanding the above, Seller agrees to waive its right to bill the Buyer for bringing the Covered Equipment into good operating condition if there is no lapse between the end date of the current Support Plan Term and the beginning of any Renewal.

D. Parts and Consumables: The Support Plan level defines when and if the cost of parts is included under the Support Plan. Notwithstanding the foregoing, the cost for parts that are consumed in the normal and usual operation of the Covered Equipment including, but not limited to, sample preparation and analysis, consumables, paper, ink cartridges, ribbons, pens, lamps and/or data media are not covered under any Support Plan.

E. Key Operator: Buyer will designate a key operator of Covered Equipment who can describe instrument malfunctions to Seller's service representatives by telephone and who is qualified to perform simple adjustments and corrections to the Covered Equipment as requested by Seller's service representatives. Buyer's failure to designate a key operator or to perform or to have an authorized representative perform the routine maintenance specified in the Covered Equipment's instructions or Owner's Manual may result, at Seller's option, in Buyer being invoiced at Seller's standard Technical Support rates to provide such non-covered services.

F. Equipment Modification:

Equipment Modification: Seller reserves the right to make any changes in the design or construction of Seller's Products without incurring any obligation to make any updates or changes whatsoever in the Covered Equipment under the Support Plan. Buyer agrees to allow Seller, at its expense and option, to make retrofits or design changes which improve product reliability, but do not change its performance characteristics. Any Buyer requests to modify or add devices or accessories to Covered Equipment that are not manufactured by Seller are outside the scope of the Support Plans and covered Support Services.

Plans and covered Support Services.

G. Support Services Warranty: Seller's sole obligation under any Support Plan is to provide the Support Services in a workmanlike manner in accordance with the entitlements of the Support Plan purchased by Buyer hereunder. SELLER MAKES NO OTHER WARRANTIES FOR SUPPORT SERVICES PROVIDED UNDER A SUPPORT PLAN, EXPRESS OR IMPLIED, AND DISCLAIMS ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATIONS OR LIABILITIES WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE.

H. Support Plan Exclusions: The following occurrences are not covered by any Support Plan purchased by Buyer from Seller under this Agreement:

(a) Covered Equipment malfunctions caused by any of the following abnormal conditions; and if Seller performs Support Services as a result thereof, Seller will invoice Buyer at Seller's standard billable rates for service, travel or move, labor and parts: (i) Shipping damage incurred en route to Buyer's site or any subsequent transport thereafter; (ii) Force Majeure events, including for example, floods, lightning, earthquake, tornado, hurricane or fire, bombing, terrorism, armed conflict, malicious mischief, sabotage or other such natural or manmade disasters; (iii) Physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation; (iv) Repairs, maintenance, or modifications made by anyone other than Seller's trained personnel or without Seller's supervision and/or approval; and (v) Relocation and reinstallation of Covered Equipment are not covered under the Support Plan; however, upon request Seller, will supervise the removing, crating, relocation and reinstallation of its products at Seller's standard billable rates for service, travel or move, labor and parts.

(b) Maintenance or replacement of media (i.e., floppy disks, printer supplies, etc.) whatever the reason for loss, failure or damage;

(c) Servicing of material or instruments manufactured by anyone o

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Beta-site support; Service calls made to train operators; and/or

(e) Service calls made to train operators; and/or
(f) Service calls made as a result of Buyer-identified areas of responsibility, i.e. malfunctions related to Buyer's site conditions, utilities and/or facilities (power, water, temperature, humidity, vibration, dust, etc.) or site computer/data network problems or integrity.

I. Buyer Responsibilities: Buyer will give Seller's personnel reasonable access to the Covered Equipment whenever Support Service is required. Buyer will cooperate with Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will give Seller's personnel so that Support Services can be performed efficiently and without interruption. Buyer will permit Seller to use of Buyer's equipment, including Covered Equipment, that Seller's personnel deem necessary to perform the Support Services under the Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

INSURANCE. For the Term of a Support Plan including, but not limited to, telephone and equipment for remote transmission of data.

INSURANCE for the Term of a Support Plan and/or for the provision of on-site Services purchased hereunder, as applicable, Seller agrees to maintain and carry liability insurance in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes (a) commercial general liability insurance for a limit of US\$2,000,000 (two million) for each occurrence and US\$4,000,000 (four million) in the aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of US\$2,000,000 (now film employer's liability insurance for a limit of US\$2,000,000 (now million). Ro policy will include a waiver of subrogation. Upon request from Buyer related to applicable Services, Seller will provide to Buyer a certificate of insurance using the standard ACORD form to evidence the insurance coverage required herein.

15. MEDICARE/MEDICAID REPORTING RECUIREMENTS. If Buyer is a rec

acknowledges that agreement to such reporting frequiencements. Buyer may make wiften request for additional information from Seller as needed to satisfy Buyer's reporting requirements. Buyer acknowledges that agreement to such reporting frequiencement was a condition precedent to Seller's agreement to provide Products and that Seller's would not have entered into this Agreement that ad Buyer not agreed to comply with such obligations.

16. MSCELLANECUS. (a) Buyer may not delegate any duties or assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts U.S.A. without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the extending the provisions. Each party hereby mercent is the construction of a single out of or relating to this Agreement. Each party hereby was only other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement. Ineither party may claim the right to a trial by jury, and both parties waited in the country or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid. Hielegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall metal in the party of the par

	BUYER	SELLER	
	DUTER	SELLER	
By:		By:	
Print Name:		Print Name:	
Print Title:		Print Title:	
Date:		Date:	
Initial here to it	ndicate Buyer's agreeme	nt to automatically apply the Terms and C	Conditions of Sale for Products and Service to all future orders of Products and Services from Seller, whether or no
the Agreement is re	ferenced on Seller's quot	te or Buyer's Purchase Orders, for	(write # of years) from later date of the parties' signature, or until either party provides written notice that this

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## Thermo Electron North America LLC 1400 Northpoint Pkwy Ste 50 West Palm Beach, FL 33407-1976

**Equipment Location Summary** 

Material	Serial no.	Your Ref.	Description	
074922	DX11080191		AS-AP Autosampler with Temperature C	
Our record location:		Actual location, if different:	·	
UNIVERSITY OF V	WYOMING			
-				
16TH & GIBBON	ST			
LARAMIE WYUS				
82071-3663				
Your Service Conta	act:			
	1			
Material	Serial no.	Your Ref.	Description	
0731289	ICAPRQ01240		iCAP RQ Quadrupole ICP-MS Spectromet	
Our record location	on:	Actual location, if different:		
UNIVERSITY OF V	WYOMING			
16TH AND GIBBO	ON STREET			
LARAMIE WYUS				
82071-3663				
Your Service Conta	act:			
Material	Serial no.	Your Ref.	Description	
EXR074922	19060360		REFURB, ASSY,AS-AP AUTOSAMPLER,	
SYST				
Our record location		Actual location, if different:		
UNIVERSITY OF V				
ATTN: JESSICA K				
16TH AND GIBBO	ONS STREETS			
LARAMIE WYUS				
82071				
Your Service Conta	act:			
Material	Serial no.	Your Ref.	Description	
074922	21093166	A	AS-AP Autosampler with Temperature C	
Our record location		Actual location, if different:		
UNIVERSITY OF V	WYOMING			
4000 E LINII /EBCI	T\/ ^\/□			
1000 E UNIVERSI	IY AVE			
82071-3663				
Your Service Conta	a at:			
Tour Service Conta	act.			
Material	Serial no.	Your Ref.	Description	
22181-60009	23116123		PROD,DP,STD,QUAT-ISO,+DGAS,ICS6	
Our record location		Actual location, if different:	,_,,_,_,,_,,,,,,,,,,,,,,,,,,,,,,,,,,	
UNIVERSITY OF WYOMING		, ,		
	-			
16TH AND GIBBO	ON STREET			
LARAMIE WYUS				
82071-3663				
Your Service Conta	act:			
Please indicate cl	hanges as necessary and fa	x to: 877-867-8945		
The was a Fi	als au			

# **Thermo Electron North America LLC** 1400 Northpoint Pkwy Ste 50 West Palm Beach, FL 33407-1976

Material	Serial no.	Your Ref.	Description
079829	24059290		CD Conductivity Detector, ICS-3/ICS-
Our record location:		Actual location, if different:	·
UNIVERSITY OF WY			
16TH AND GIBBON	STREET		
LARAMIE WYUS			
82071-3663			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
079829	24079127		CD Conductivity Detector, ICS-3/ICS-
Our record location:		Actual location, if different:	
UNIVERSITY OF WY			
16TH AND GIBBON	STREET		
LARAMIE WYUS			
82071-3663			
Your Service Contact:			
Material	Serial no.	Your Ref.	Description
22181-60040	23126080		ASSY,DC,ICS6,STD TEMP
Our record location:		Actual location, if different:	
UNIVERSITY OF WY			•
16TH AND GIBBON	STREET		
LARAMIE WYUS			
82071-3663			
Your Service Contact:			
		·	
			•
		·	
Please indicate change	es as necessary and fax	to: 877-867-8945	